



COUNCIL AGENDA STATEMENT

Meeting Date: January 14, 2025
To: Honorable Mayor and Councilmembers
From: Brian Shea, Planning Director
Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-06**, Approving A Project Specific Agreement With Stantec Consulting Services' Inc., The Selected Contractor Under Resolution 2024-103 For A City Of Marathon Comprehensive Safety Action Plan Authorizing The City Manager To Sign The Agreement; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The City has been awarded funding, through the U.S. Department of Transportation’s Safe Street For All grant program for the development of A Comprehensive Safety Action for the City Of Marathon. The City issued a Request For Qualifications (RFQ). Four firms responded to the RFQ: Stantec, The Corradino Group, Foresite Group, and EXP. The City’s Evaluation Team evaluated and ranked the firms based on their response to the RFQ. The Council authorized contract negotiations with Stantec under Resolution 2024-103. The attached contract and resolution are recommended for approval.

CONSISTENCY CHECKLIST:

| | Yes | No |
|------------------------------------|----------|-------|
| 1. Comprehensive Plan – Chapter 7 | <u>X</u> | _____ |
| 2. Other: Grant Agreement Contract | <u>X</u> | _____ |

FISCAL NOTE:

Appropriations of \$60,000 for this project are included in the FY25 General Fund budget in the Planning Department.

RECOMMENDATION: Approval of Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-06**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A PROJECT SPECIFIC AGREEMENT WITH STANTEC CONSULTING SERVICES' INC., THE SELECTED CONTRACTOR UNDER RESOLUTION 2024-103 FOR A CITY OF MARATHON COMPREHENSIVE SAFETY ACTION PLAN AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City entered into contract negotiations between the City of Marathon, Florida (the “City”) and Stantec Consulting Services' Inc, (the “Consultant”) dated October 8, 2024 through Resolution 2024-103; and

WHEREAS, staff recommends that the Council approve the project specific agreement with Stantec Consulting Services' Inc. to develop the City of Marathon Comprehensive Safety Action Plan.

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 and are incorporated herein by this reference.

Section 2. The City is hereby authorized to enter into a project specific agreement with Stantec Consulting Services' Inc. to develop the City of Marathon Comprehensive Safety Action Plan. Such project specific agreement shall be substantially in the form of the Agreement attached hereto as Exhibit “A”, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3. The City Manager is authorized to sign the agreement.

Section 4. 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 JANUARY 2025.

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

Steve Williams, City Attorney

EXHIBIT "A"
PROJECT SPECIFIC AGREEMENT

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA
And
Stantec Consulting Services, Inc.,
For
The City of Marathon Comprehensive Safety Action Plan in accordance
with the requirements of the U.S. Department of Transportation Safe Streets for All
Program;

This Project Specific Agreement authorizes Stantec Consulting Services, Inc., (the “Consultant”) to provide the services as set forth below to the City of Marathon, Florida (the “City”):

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 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, the Consultant shall provide to the City the 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 4 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 agreed upon in a Final Project Schedule to be developed with the CONSULTANT at the beginning of the project. 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” **\$300,000** plus reimbursable expenses not to exceed **\$0**. Total not to exceed amount for this Work Authorization is **\$300,000.**[AND, "CITY AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED **N/A.** FOR A MAXIMUM CONTRACT AMOUNT OF **\$N/A**

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 ten percent (10%) 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 Term/Time of Performance

8.1 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.

8.2 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.

8.3 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 Final Project Schedule.

SECTION 9 Project Records

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

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

9.7 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 10 Ownership and Access to Public Records.

10.1 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.

10.2 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.

- 10.3 “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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 **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 11: INSURANCE REQUIRMENTS

Indemnification:

CONSULTANT shall indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, expenses, damages, costs, fines or penalties foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence of the CONSULTANT’s employees or actions during the term of this Agreement as set forth herein.

CONSULTANT shall pay for and maintain all necessary insurances including but not limited to, General Liability, Professional Liability, Automobile coverages and Workers Compensation, listing the City as an additional named insured. The CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to

property which may arise from or in connection with the CONSULTANT's operations. The cost of such insurance shall be borne by the CONSULTANT. This paragraph shall survive the termination of this Agreement, and CONSULTANT's obligations under this paragraph shall apply whenever the City incurs costs or liabilities for CONSULTANT's actions of the types described in this paragraph.

CONSULTANT shall not commence operations under this Agreement until CONSULTANT has obtained all insurance required, and that such Coverages have been approved by the City. CONSULTANT shall not allow any Subcontractor to commence Work on any subcontract until the Subcontractor, as provided in this Agreement and all Coverages required of any Subcontractor have been approved by the City. In addition, CONSULTANT shall be responsible for any policy deductibles and self-insured retentions.

Insurance Requirements:

UPON EXECUTION OF THIS **AGREEMENT**, CONSULTANT SHALL SUBMIT CERTIFICATE(S) OF INSURANCE TO THE CITY EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT **CITY IS NAMED AS AN ADDITIONAL INSURED** WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS.

CONSULTANT shall file Certificates of Insurance with the City, reflecting evidence of all Coverages. All certificates of insurance must clearly identify the Contract to which they pertain, including a brief description of the subject matter of the Contract. They shall be filed with the City's Risk Management within fourteen (14) days of the execution of this Agreement by both parties. The certificates of insurance shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days' prior written notice has been given to the City. Policies for Coverage shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide.

All coverages shall be in force throughout the life of this Agreement. In the event insurance certificates provided to City indicate that any insurance shall terminate and lapse during the period of this Agreement and any and all amendments or extensions of it, then in that event, CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like Coverages for the remaining term of the Agreement and any and all extension of it, is in effect.

CONSULTANT shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability:

11.1 General Liability

General Liability insurance with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. Annual Aggregate shall apply "Per Project/Job". This policy of insurance shall be written in an "occurrence" based format and include a Waiver of Subrogation in favor of the City.

11.2 Automobile Liability

Comprehensive or Business Automobile Liability insurance with/ limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverages for owned, hired, and non-owned vehicles, equipment or both as applicable This policy of insurance shall be written in an "occurrence" based format and include a Waiver of Subrogation in favor of the City.

11.3 Workers' Compensation

A. Workers Compensation- Statutory Limits (per limits outlined by Chapter 440, Florida Statutes)

B. Employers Liability Limits:

- \$500,000 for bodily injury caused by an accident, each accident
- \$500,000 for bodily injury caused by disease, each employee
- \$500,000 for bodily injury caused by disease, policy limit

Workers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Contractor(s) must be in compliance with all applicable State and federal workers' compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act (maritime), Federal Employers Liability Act (railroad), etc.

11.4 Professional Liability / Errors & Omissions

Any licensed design professional work such as that provided by architects, engineers, etc. shall maintain professional liability or malpractice or errors or omissions insurance with limits of \$2,000,000 per occurrence.

Limits of Liability

| | |
|------------------|-------------|
| Each Claim | \$2,000,000 |
| Policy Aggregate | \$2,000,000 |

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

11.5 Umbrella/Excess Liability (Excess Follow Form)

May be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

Cancellation Requirements: Required insurance shall *always* be maintained during which the CONSULTANT is on City premises. The above policies shall provide the City of Marathon with 30 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Certificates of Insurance/Verification of Coverage: Proof of the required insurance reflecting all required insurance above will be furnished by CONSULTANT to the City of Marathon by Certificate of Insurance within 5 days of notification of award. All certificates (and any required documents) must be received and approved by the City before any work commences to permit CONSULTANT time to remedy any deficiencies.

Valid Certificates verifying coverage is in force as required above must be on file with the City at all times during contract. If the policies renew during the term of the Contract, updated Certificates verifying coverage is in force shall be submitted to the City within 10 days of expiration. Contractor and/or any Subcontractor shall not perform or continue to work pursuant to this agreement, unless all coverages remain in full force and effect; work delay is subject to provisions in this agreement. If CONSULTANT fails to provide proof of insurance within 7 days of City's receipt of notice at any time during this agreement, the City shall have the right to consider the agreement breached, and therefore terminated.

A copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

Description of Operations section of COI: Confirm coverage required is documented in the body of the Certificate of Insurance, and also in the Description of Operations. Additionally, include Job, Event, Contract, or Agreement number.

Notices/ Certificate Holder:

City of Marathon
9805 Overseas Highway
Marathon, FL 33050

The City of Marathon, Florida reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein throughout the term of this Agreement.

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 _____, 2024.

CONSULTANT:

CITY:

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

Diane Clavier, City Clerk

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

City Attorney

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

EXHIBIT “1”
PROJECT DESCRIPTION

The U.S. Department of Transportation announced \$82 million in Safe Streets and Roads for All (SS4A) grants to 235 regional, local, and Tribal communities for planning and demonstration projects to improve safety and help prevent deaths and serious injuries on the nation’s roadways. These funds will help the City of Marathon develop a safety action plan and inform improvements along Highway US 1 corridor.

The City of Marathon seeks a consultant to develop the City of Marathon Comprehensive Safety Action Plan in accordance with the requirements of the U.S. Department of Transportation Safe Streets for All Program.

The purpose of the Safety Action Plan is to improve roadway safety by significantly reducing or eliminating fatalities or serious injuries to all roadway users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial operators. The Safety Action Plan will identify data-driven projects and strategies and incorporate best practices, stakeholder input, and equity and environmental considerations to address the needs of the City roadways.

Completion of a Comprehensive Safety Action Plan for the City of Marathon utilizing Vision Zero practices and Complete Streets design models.

EXHIBIT “2” SCOPE OF SERVICES

SCOPE OF SERVICES

This scope of services describes and defines the Comprehensive Safety Action Plan for the City of Marathon. The Consultant will perform the following tasks to facilitate delivering the required criteria described by the U.S. Department of Transportation Safe Streets and Roads for All (SS4A) Grant Program (more details can be found at:

<https://www.transportation.gov/grants/SS4A>

If, based on consultant knowledge, the Consultant believes the scope of work outlined in this RFQ should be changed in any way or is too ambitious, the Consultant must describe how those changes will better meet the project objectives.

The CONSULTANT shall exercise independent professional judgment in performing obligations and responsibilities under this Contract. The CONSULTANT is expected to know the laws and rules governing their professions and ordinances and recognized standards applicable to these professional services. The CONSULTANT shall provide qualified technical and professional personnel to perform to federal, state, and local standards and procedures.

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports and documents as required by the CITY.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

Services provided by the CONSULTANT shall comply with federal, state, and local manuals, procedures, and memorandums in effect as of the date of execution of the Contract unless otherwise directed in writing by the City of Marathon.

CONSULTANT shall be fully responsible for all work performed and work products developed under this Contract. The CITY may provide job-specific information and/or functions as needed.

TASK 1 – PROJECT MANAGEMENT/INITIATION

The Consultant will be expected to understand all parameters and requirements of the Safe Streets and Roads for All (SS4A) Action Plan Grant.

An understanding of the required Federal and USDOT guidance including the National Roadway Safety Strategy (NRSS), the Safe System Approach, Executive Order 14008, Tackling the

Climate Crisis at Home and Abroad (86 FR 7619), Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009), the President's greenhouse gas reduction, climate resilience, the federal workforce investment programs, the Justice40 Initiative, the Highway Safety Improvement Program (HSIP), and related Federal programs is required.

To facilitate the development of the Comprehensive Safety Action Plan a Project Team, a stakeholder list, and a project timeline will be established. The Project Team will primarily consist of members of City staff.

An internal project kick-off meeting will be held by the Consultant with City staff.

A project start-up meeting will be held by the Consultant with members of the Project Team. This will include a review and discussion of the approach to network screening, coordination with FHWA, FDOT, local partners, the public involvement process, and additional topics relevant to project start-up.

Task 1.1 - Establish Kick-off Meeting: The consultant will hold a kickoff meeting with City staff to initiate and introduce all relevant stakeholders, discuss project objectives, roles, and responsibilities, and establish a project plan/timeline. An agenda will be provided in advance of the meeting. The consultant will record meeting.

Task 1.2 -Conduct Progress Meetings (30): Thirty (30) bi-weekly progress meetings to provide regular updates, prepare next steps and address any critical issues. Agendas, meeting notes, recordings, punch lists, and deadlines to help facilitate the flow of work.

Task 1.3 - Project Coordination and Invoicing: This task entails managing and coordinating various project activities, ensuring effective communication between team members, and handling invoicing processes related to the project .Monthly invoicing with cost control, progress report, and expense backup consistent with USDOT requirements.

Deliverables:

- Host kick-off meeting, including:
 - Stakeholder identification
 - Summary of project goals
 - Scope of work to be performed and anticipated project schedule
 - Agenda, meeting summaries, action and follow-up item list
- Biweekly coordination meetings with the City including:
 - Agendas with action items, meeting summaries, look-forward meeting identifying next critical steps, time and schedule tracking
 - Screensharing of work in progress, analysis
- Monthly invoicing and cost control, progress reports, and expense backup consistent with USDOT requirements.

TASK 2 – LEADERSHIP COMMITMENT AND GOAL SETTING

This task will involve coordinating with and providing information to City leaders and stakeholders information necessary to foster support and encourage a consensus to meet the goals of the Comprehensive Safety Action Plan.

Task 2.1 - Develop Goals, Objectives, and Performance Measures: This task involves working with the project leadership to define specific goals, objectives, and performance measures that align with the project’s overall objectives.

Task 2.2 - Develop Commitment Documentation: In this task, the focus is on creating formal documentation that outlines the commitment of the project leadership towards achieving the defined goals and objectives.

Task 2.3 - Assist Staff with Presentations to Leadership: In this task, the Consultant and staff will provide information to and seek recommendations from the City Council for action to be taken. The consultant will develop and present a PowerPoint presentation to the City Council that summarizes the findings and recommendations of the comprehensive safety action plan. The Project Team will make one round of revision each to the technical memorandum and PowerPoint presentation based on City Council and client review and comment. A separate update to the technical memorandum document will be made alter in the project and the deliverable will be revised once more following countermeasures and changes developed in tasks 3 and 6 to continue working toward a safer transportation system.

Deliverables:

- Draft and final goal setting technical memorandum (including on update following Taks 3 and 6)
- Draft and final goal setting PowerPoint presentation.

TASK 3 – SAFETY ANALYSIS

The Consultant will perform an analysis of existing conditions and historical trends that provide a baseline level of crashes involving fatalities and serious injuries across the City of Marathon using all available resources. A benchmark crash data analysis for all roadways (to the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership) will be performed. Six (6) years of reportable data will be included for all public roads. This will include an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.).

Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High- Injury Network or equivalent). The benchmark crash data will include geographic locations of crashes with related attribute data in an M.S. Excel and ArcGIS format, tables and maps of crash types and factors, comparisons of crash frequency data to other areas of the State

of Florida, and initial crash rates based on regional Vehicle Miles of Travel. The benchmark crash data will include crash data involving alternative modes (pedestrians, bicyclists, public transit users, etc.) and crash data within underserved communities within the jurisdiction(s), noting any disproportional safety impacts.

The safety analysis should include both the number and the rate of Fatal and Serious Injury (F&SI) crashes on all year-round public roadways. The safety analysis should include bike/pedestrian screening based on risk factors, as accidents involving these road user types are historically underreported.

An analysis of the effectiveness of mitigation strategies to address risk factors such as benefit/cost, crash reduction, Highway Safety Manual procedures, or other proven methods shall be included. In addition, an overlay of equity focus areas will be included in the spatial analysis from sources such as the United States Department of Transportation (USDOT) Area of Persistent Poverty/Historically Disadvantaged Community Tool.

The Comprehensive Safety Action Plan should include an analysis of vulnerable road users, which will identify potential high- risk locations and develop systemic and/or specific mitigation strategies. A heavy emphasis on outreach and consensus building is anticipated to be included in these analyses.

Task 3.1 - Existing 6-year Crash Analysis: This task involves conducting a comprehensive analysis of crash data from the previous five years to identify patterns, trends, and areas of concern related to safety.

Task 3.2 – Near Miss Analysis of Top 5 Intersections: The use of video analytics to track close calls and near misses at the top five (5) high crash severity intersections (location later addressed in Task 7) in an effort to understand potential crash crashes before crashes happened.

Task 3.3 - Documentation: In this task, the findings and analysis from the crash data are documented, highlighting key observations and recommendations for improving safety.

Deliverables:

- HIN technical memorandum
- Excel database of collected crash data
- ArcGIS database of all City Crashes, including the established HIM, with related attribute data.

TASK 4 – ENGAGEMENT AND COLLABORATION

The engagement plan will include extensive involvement with local entities that focus on underserved populations, elected officials, municipal engineering and planning staff, safety interest groups, existing state and local safety plans, as well as key stakeholders such as public safety agencies, school districts, hospitals, bicycle advocacy groups, and transportation agencies.

This task will ground the plan with authentic public input. The task will incorporate engagement activities that inform, consult, involve, empower, and collaborate with both decision-making leaders and those who are most impacted by traffic fatalities and serious injuries. The Consultant Team, in coordination with the Project Team, will identify safety priorities and continuously engage both the project team and the general public. The Consultant Team will prepare a technical memo on priority issues based on a comprehensive understanding of all stakeholder input.

The Stakeholder Engagement Plan will detail specific engagement methods that are uniquely tailored to involve a diverse range of audiences, including consideration of how to reach a diverse range of stakeholders representative of the region's geography and demographics. Activities may include regional public workshops; outreach to community leaders, local decision-makers, and local staff to understand current planning practices and priorities; community-based discussions of multi-modal safety along high-crash corridors and in areas where people are disproportionately impacted; and a variety of opportunities for technical stakeholders and the public to provide comments on draft recommendations. These methods may be conducted using virtual tools as well as in-person methods if the project team determines normal in-person methods are not achieving representative input. A summary of each engagement opportunity, including the activity, the feedback received, and the participants engaged, will inform the final report.

Public Engagement and Collaboration will run concurrently and in conjunction with all Tasks. Early efforts in the process should focus on listening and learning about public concerns. Later efforts may solicit responses to analysis findings and recommendations. Virtual engagement tools must ensure equitable and representative participation and can be used to substitute and expand upon traditional in-person methods, including but not limited to virtual public meetings, surveys, online visualizations, and social media tactics to solicit stakeholder feedback.

Task 4.1 – Community and Stakeholder Engagement Plan (CSEP) : This task involves developing a plan to engage and involve the community in the project, ensuring their input and feedback are considered throughout the process.

Task 4.2 - Meetings Prep: This task entails preparing for three rounds of meetings, including coordinating logistics, inviting participants, and gathering necessary materials.

Task 4.3 - Round 1 / 3 in-person Public Meeting: This task involves conducting the first round of in-person meetings with community members to present project information, gather feedback, and address concerns.

Task 4.4 - Round 2 / 3 in-person Public Meeting: Similarly, this task involves conducting the second round of in-person meetings to provide updates, gather additional feedback, and ensure ongoing community involvement.

Task 4.5 - Round 3 / 3 in-person Public Meeting: This task involves conducting the final round of in-person meetings to present the project's progress, address any outstanding concerns, and gather final feedback from the community.

Task 4.6 - Stakeholder Meetings: This task involves organizing and conducting meetings with stakeholders who have a vested interest in the project, including local businesses, organizations, and agencies.

Task 4.7 – Documentation: This task focuses on documenting the outcomes, feedback, and suggestions obtained from community engagement and stakeholder meetings.

Deliverables:

- CSEP with priority issues technical memorandum (issued at outset of study)
- Materials prepared two weeks in advance of all public outreach including:
 - Agendas
 - PowerPoint slide decks
 - Surveys
 - Collaterals
 - Sign-In sheets
 - Title VI boards
 - Maps/charts/graphs
 - Other boards/plots
- Summaries of all outreach efforts.

TASK 5 – EQUITY CONSIDERATIONS

The Comprehensive Safety Action Plan will be developed using inclusive and representative processes to pursue a comprehensive approach to advancing equity for all, including individuals who belong to underserved communities that have been denied such treatment. The plan will further focus on the disproportionate, adverse safety impacts that affect certain groups on our roadways, particularly those who walk or bike in underserved communities.

The analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies. In support of Executive Order 13985 Advancing Racial Equity and Support for Underserved Communities, the Consultant shall assess the focus areas and identify strategies of the Comprehensive Safety Action Plan through a lens of racial equity. The Consultant will conduct an analysis of underserved communities that includes population characteristics and an initial equity impact assessment of proposed countermeasures and projects. This task builds on the completed analysis and will allow socio-demographic data to be overlaid with technical data. It will also help inform and identify intersections and road segments of need. In doing so, the Consultant will include efforts to remove barriers to and provide equal access to opportunities and benefits proposed and increase investment in underserved communities and individuals in the City of Marathon.

Task 5.1 - Equity Analysis: This task involves conducting an analysis to assess the impact of the project on various demographic groups and ensuring equitable outcomes in terms of safety improvements.

Task 5.2 - Documentation: This task focuses on documenting the findings of the equity analysis, highlighting any disparities or recommended actions to promote equity in the project.

Deliverables:

- Equity consideration technical memorandum

TASK 6 – POLICY AND PROCESS CHANGES

The Consultant shall provide an assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The USDOT National Roadway Safety Strategy Safe System Approach acknowledges that both human mistakes and human vulnerability must be incorporated into the discussion of roadway safety; the Comprehensive Safety Plan will recognize that to attain the goal of zero fatalities, safety countermeasures will have to focus on more than just infrastructure recommendations but encompass programs and policy decisions that impact both human behavior, emergency response, and administrative actions. Other policy-oriented decisions include, but are not limited to, land use recommendations, increasing safe mobility options through context-sensitive design, and addressing barriers to economic competitiveness because of the disproportionately high environmental and climate-related cumulative impacts on health in disadvantaged communities.

After the review of the assessment and consultation with the PSC, the Consultant will provide a draft set of policy and process recommendations to be reviewed by the City. Additional meetings may be held with elected officials and City leadership for recommendations to be incorporated into the final plan. The Safety Plan will discuss implementation steps for each of the selected policies or processes through the adoption of revised or new policies, guidelines, and/or standards, as appropriate. The staff will work with City leadership and elected leaders to implement and adopt the recommended policy, guidelines, or standards.

Task 6.1 - Review Current Policies and Processes to Address Safety: This task involves reviewing existing safety policies and processes and identifying gaps or areas that require improvement.

Task 6.2 - Develop Recommended Change: Based on the review, this task involves developing recommended changes to policies and processes to enhance safety measures.

Deliverables:

- Final Draft and Final Policy and Process Recommendations Memorandum

TASK 7 – STRATEGY AND PROJECT SELECTION

Identification of a comprehensive set of projects and strategies shaped by data, the best available evidence, equity considerations, and stakeholder and public input that will address the safety problems described in the Comprehensive Safety Action Plan. These strategies, countermeasures, and projects focus on a Safe System Approach to effective interventions and consider multidisciplinary activities. To the extent practical, data limitations have been identified, mitigated, and discussed in prior tasks.

Once identified, the list of projects and strategies will be prioritized by time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). Projects and strategies will include Federal Highway Administration Proven Safety Countermeasures and the National Highway Traffic Safety Administration Countermeasures That Work. The list should include specific projects and strategies, or descriptions of programs of projects and strategies and explain the prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety. The list will be ordered within each timeframe by order of magnitude determined by the estimated project cost and significant challenges to implementation. For information accessibility, the list of projects and strategies will be mapped for public consumption.

Where relevant and feasible, high-priority projects at specific road segments or intersections should include a level of detail sufficient to enable the pursuit of funding either through a Safe Streets and Roads for All Implementation Grant, a Highway Safety Improvement Program, or any other grant or program funding.

Task 7.1 - Project Prioritization Criteria: This task involves developing criteria and guidelines for prioritizing safety projects at the top 5 locations.

Task 7.2 - Develop Projects to Improve Safety at Top 5 High Crash Locations: This task entails developing specific projects and interventions to address safety issues at the identified high crash locations.

Task 7.3 - Develop Areawide Strategies to Address Identified Safety Issues: This task focuses on developing broader strategies and initiatives to address safety issues across the entire area.

Task 7.4 - Documentation with Staged Improvement Plan: In this task, the outcomes, strategies, and project plans developed are documented, along with a staged improvement plan outlining the timeline and implementation approach.

Deliverables:

- Project Prioritization Criteria Memorandum
- Preliminary List of Projects and Areawide Strategies
- Proposed List of Projects and Areawide Strategies

- Final Staged Projects and Areawide Strategies Memorandum

TASK 8 – PROGRESS AND TRANSPARENCY

The method for assessing progress is intended to allow the City a way to independently gauge mitigation effectiveness and help refine future application strategies. Progress should be measured in terms of mitigation efforts (quantity of safety improvement implemented) and reduction in the number and rate of fatal and serious injury incidents. The Consultant will provide a methodology to measure progress over time after the Comprehensive Safety Action Plan is developed, including outcome data, to ensure ongoing transparency is established with the public and other stakeholders. The methodology, such as a web-based Dashboard, must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, as well as the public posting of the plan online. The methodology shall include a recommended update schedule for the Comprehensive Safety Action Plan and maintenance schedule for all public-facing components.

This means to measure progress will be web-based and built on a platform that is web-based and subject to the City’s approval. City staff will assume responsibility for continuous updates of this website after completion of the Comprehensive Safety Action Plan.

Task 8.1 - Develop a Scorecard to Track Status: This task involves developing a scorecard or performance tracking system to monitor and report the progress of the project in achieving its safety goals and objectives.

Deliverables:

- “How to” memorandum on methodology for updating scorecard webpage
- Public facing scorecard measuring effectiveness and progress of the safety action plan

TASK 9 – COMPREHENSIVE SAFETY ACTION PLAN

The Consultant is required to adhere to Section A.i., Table 1, “Action Plan Components,” as outlined in the FY23 NOFO during the development of the Safety Action Plan.

The Consultant should exercise meticulous attention to detail, adhere to professional writing standards, and ensure that the language used in the report is clear, precise, and free from errors. The final report should be formatted in a professional manner and be ready for presentation and dissemination to the project stakeholders, relevant authorities, any other identified recipients, and the public. Both the draft and final reports should demonstrate the Consultant’s expertise, knowledge, and ability to synthesize complex information into a coherent and actionable document. The reports play a critical role in communicating the outcomes, recommendations, and the overall Comprehensive Safety Action Plan to the project stakeholders and serve as a reference for decision-making and implementation.

The Consultant should maintain effective communication with the project team, incorporating their feedback and addressing any concerns or questions related to the draft and final reports. Additionally, the Consultant should ensure that the reports are delivered within the agreed-upon timelines and meet all specified requirements as outlined in the scope of work and the request for proposal.

By delivering a comprehensive and well-executed Comprehensive Safety Action Plan Report, the Consultant will contribute to the project's success, facilitate effective decision-making, and provide a roadmap for implementing safety measures and improvements.

This task will develop recommendations in a final report for how the City can improve safety outcomes on our roadways. The plan will prioritize evidence-based infrastructure recommendations that address data findings from previous tasks. Non-infrastructure recommendations may be included based on clear evidence; enforcement recommendations may only be included after consultation with the PSC. The plan will incorporate complementary regional and local frameworks for action. The plan's framework will address safety within the City: City goals and plans, project evaluation and prioritization, funding allocation, regional coordination, and federal performance targets. The Strategy's local framework will establish best practices for the City of Marathon, including safety-focused project development and "Vision Zero" strategies.

The "Vision Zero" strategies will include commitments for the City by providing a reasonable date to reach zero fatalities or will set one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date. The plan shall address considerations of equity in policies and implementation of projects and measures, as well as discuss implementation and adoption of revised policies, guidelines, and/or standards based on the analysis performed in previous tasks.

A key outcome of the Comprehensive Safety Action Plan will be estimating and identifying projects that will help achieve progressively lower roadway fatalities and injuries each year. Based on a review of current policies and processes, the Consultant Team will develop strategies consistent with reporting needs for FHWA Safety Performance Targets. Strategies in this task will compare current and alternate methods that support progressively lowering safety targets for crashes located within the City boundary. The final report will summarize data analysis and policy recommendations and incorporate graphical illustrations.

The Consultant shall develop criteria for project prioritization in coordination with the project team and, based on the development of a prioritization process, shall provide recommendations to include specific projects, policies, guidelines, and/or standards, countermeasures, and strategies developed for implementation to address the safety issues identified, including time ranges when the recommendations can be implemented.

Consultant recommendations shall include specific projects developed for implementation, including an analysis of cost-effectiveness. Recommendations should contain enough detail to support implementation categorized by time frame (e.g., 2-year, 5-year, and 10-year actions) and improvement cost based on conceptual design. The Consultant shall also compile an

implementation matrix providing for implementation and updates to existing policies, programs, and practices as well as the proposed improvements from this plan.

The plan will identify possible barriers to implementation (including but not limited to funding, legislation, and staffing), including cost estimates and potential funding sources (local, state, and federal), as well as the role of implementing strategies. The plan shall also include target performance measures and benchmarks to monitor progress, including recommendations for data collection and reporting analysis, as well as tools and techniques to monitor progress over time.

The plan will be succinct and accessible to the public, elected officials, and practitioners.

Task 9.1 - Draft Report: In this task, the Consultant is responsible for preparing a preliminary or initial version of the Action Plan Report. The draft report should encompass all the relevant components, findings, analysis, strategies, and projects discussed and developed throughout the project. The Consultant should ensure that the draft report is comprehensive, well-structured, and aligns with the requirements outlined in the scope of work.

Task 9.2 - Final Report: Once the draft report has been reviewed and any necessary revisions or adjustments have been made, the Consultant will proceed to develop the final version of the Action Plan Report. The final report should incorporate any feedback or recommendations provided during the review process. The Consultant must ensure that the final report is polished, accurate, and reflects the complete and updated Safety Action Plan. It should clearly and concisely summarize the project's objectives, methodologies, key findings, strategies, projects, timelines, and performance measures. The report should also include appropriate visuals, graphs, and supporting documentation to enhance its readability and comprehensibility.

Task 9.3 – SS4A Implementation Grant: The consultant will write and assemble a SS4A grant package to be submitted to the FHWA to focus on infrastructure improvements emerging from the analysis of the top five (5) FSI crash location (Task 7.2). The consultant will incorporate one round of combined comments from the City and a final grant package will be assembled and submitted for the City to submit to FWHA.

Deliverables:

- Draft Comprehensive Safety Action Plan
- Final Comprehensive Safety Action Plan
- Grant Application Package for Supplemental Planning and Demonstration Activities
- Native File formats for all project deliverables, supplied via project SharePoint site.