Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING THE AGREEMENT BETWEEN THE CITY AND MCFARLAND-JOHNSON, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF LIGHTING FOR MULTI-USE TRAIL ALONG COCO PLUM DRIVE FROM US 1 TO AVE. K IN AN AMOUNT NOT TO EXCEED $57,700.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Multi-Use trail along Coco Plum Drive was constructed by the City beginning in 2010 and later extended to Ave. K. The trail is heavily used by residents as well as visitors both during daylight and evening hours.; and

WHEREAS, The City applied for grant funding from FDOT through the LAP program and received a grant for $956,000 for the installation of said lighting; and

WHEREAS, The City maintains Continuous Service Contracts with various consultants for engineering Services similar to this project; and

WHEREAS, McFarland-Johnson, Inc. is experienced and qualified to perform these services for the City; and

WHEREAS, the City finds that entering into a contract with McFarland-Johnson serves the City's interest in completing the design of this project.

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

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

Section 2. The Contract between the City and the Contractor for the design of the Path Lighting along Coco Plum Drive in an amount not to exceed $57,700.00, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8TH DAY OF SEPTEMBER 2026.

THE CITY OF MARATHON, FLORIDA

Lynny Del Gaizo, Mayor

AYES: Still, Landry, Matlock, Struyf, Del Gaizo
NOES: None
ABSENT: None
ABSTAIN: None
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

COCO PLUM TRAIL LIGHTING PROJECT

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA
And
McFarland-Johnson, Inc.
For
Coco Plum Trail Lighting Project

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

SECTION 1. SCOPE OF SERVICES

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

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

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

SECTION 2. DELIVERABLES

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

SECTION 3. TIME OF PERFORMANCE/DAMAGE

3.1 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided 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.

3.2 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall

continuously perform services to the CITY, without interruption. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.3 **Liquidated Damages.** Unless otherwise excused by the CITY in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the CITY the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: $ N/A per day. The CONSULTANT may claim extension if the factors involved are not under their direct control.

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "1" **$59,700.00.00** plus reimbursable expenses not to exceed **$N/A** as detailed in Exhibit 2. Total not to exceed amount for this Work Authorization is **$59,700.00** [OR, IF HOURLY, "CITY AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED **$NA** .

4.2 **Reimbursable Expenses.** N/A.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner as a percentage of work completed during the period. 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 this Project Agreement. Invoices will show the total amount billed against this work authorization and shall not exceed the Lump Sum

amount without authorization from the City. The CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act.

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

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

5.4 **Retainage.** N/A.

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

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the CITY, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for

convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONSULTANT's work product shall become the property of the CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, electronic files, including CADD files, 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 for all work performed up to the date of said termination notice.

SECION 7. COMPLIANCE WITH LAW

7.1 **COMPLIANCE WITH LAWS –** The parties shall comply with all applicable local, state and federal laws and guidelines relating to the services that are subject to this Agreement. Federal regulations apply to all of the City of Marathon contracts using Federal funds as a source for the solicitation of goods and services. The following Federal requirements apply to this Emergency Agreement:

7.2 **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL:** The Contractor shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers,

and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

7.3 **CLEAN AIR AND WATER ACTS:** The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), (Contracts and/or subcontracts, and sub grants of amounts in excess of $100,00.00).

7.4 **CONTRACT WORK HOURS AND SAFETY STANDARDS:** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Constructions contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers.)

7.5 **COPELAND ANTI-KICKBACK ACT:** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction repair).

7.6 **COPYRIGHTS:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

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

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

7.9 **EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as

supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees).

7.10 **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.

7.13 **E-VERIFY REQUIREMENTS:**
The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility 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 employment eligibility of all new employees hired by the subcontractor during the Contract term.

SECTION 8 INCORPORATION OF TERMS AND CONDTIONS OF CONTINUING SERVICE AGREEMENT

8.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated March 13th, 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 one year (s) or until completion of the Project, unless otherwise terminated pursuant to the Construction Management Services Agreement or other applicable provisions of this Project Specific Agreement. The City Engineer or Manager, in his sole discretion, may extend the term of this Project Specific Agreement through written notification to the Consultant. Such extension shall not exceed 180 days. No further extensions of this Project Specific Agreement shall be effective unless authorized by the City Engineer or Manager.

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

9.3 Upon receipt of the Notification of Commencement, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the Project Schedule."

SECTION 10 Project Records

10.1 All final plans, documents, reports, studies and other data prepared by the Consultant or a subconsultant will bear the endorsement of a person in the full employ of the Consultant or the subconsultant and duly registered in the appropriate professional category.

10.2 After the City's acceptance of final plans and documents, an electronic copy of the Consultant's or the subconsultant's drawings, tracings, plans and maps will be provided to the City at no additional cost to the City.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this instrument on this_____ day of_____, 20__.

CONSULTANT:

By:_____

Its:_____

CITY:

By:_____

Its: City Manager

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"
SCOPE OF WORK

McFARLAND JOHNSON

4601 Sheridan Street, Suite 500 • Hollywood, FL 33021
Phone: (305) 705-4871
www.mjinc.com

August 3, 2026

MJ Project No. 19274.02

Mr. Carlos Solis
Director of Public Works & Engineering
City of Marathon
9805 Overseas Highway
Marathon, FL 33050

RE: Continuing Services Agreement (Resolution 2024-27)
Project Specific Agreement #2 - Lighting Design Services for Coco Plum Drive Shared Use Path

Dear Mr. Solis:

McFarland-Johnson, Inc. (hereinafter called "the Consultant") is pleased to submit our scope of services and fee proposal in response to your request, and to provide professional engineering services to the City of Marathon (hereinafter called "the Client" or "the City"), for the Coco Plum Drive Shared Use Path Lighting Design Project ("the project").

The following is a description of the project, scope of work, assumptions, and estimated fee for the professional engineering services to be rendered. Please review this proposal and contact us with any questions or comments.

A. PROJECT DESCRIPTION:

1. The project consists of providing professional engineering services for the design of the solar-powered lighting system along the existing Coco Plum Drive shared use path (SUP), which is owned and maintained by the City. The SUP begins at the intersection of Coco Plum Drive and US1/SR5 (Overseas Highway), continues across the existing Coco Plum Drive bridge, and extends to Avenue K, approximately 1.4 miles. The lighting system is assumed to be solar-powered (self-contained photovoltaic poles and bollards), which eliminates the need for new underground electrical infrastructure (conduit, pull boxes, conductors) and a City/utility electrical service connection along the corridor, and avoids or minimizes conflicts with existing utilities. The design will consist of selecting solar fixtures, locating them in plan view along the corridor, performing photometric design, and providing notes and specifications for the solar fixtures, foundation, and mounting for the solar equipment. The design phase is funded by the City and is not subject to the FDOT Local Agency Program. The project limits are shown in **Figure 1** (Project Location).



Figure 1 Project Location

1. The SUP crosses the waterway near the beginning of the corridor on a wood structure attached to the existing concrete Coco Plum Drive bridge. This bridge segment cannot accommodate pole or bollard foundations and will require a different lighting treatment, self-contained solar fixtures mounted to the bridge railing, fascia, or structure, as described further in **Section B**. Because the fixtures are solar-powered, no electrical conduit or wiring will need to be routed across the bridge structure.

2. Following coordination with the City, the corridor will consist of a combination of solar-powered tall light poles and solar-powered low-profile bollard fixtures, with specific fixture type and locations to be determined during design based on field conditions and as generally summarized below:

- Segment 1 – From US1/SR5 to the existing Coco Plum Drive bridge: Solar-powered tall light poles are anticipated due to the concentration of commercial driveways, cross traffic, and other access conflicts in this segment.
- Segment 2 – Bridge Crossing (across the existing Coco Plum Drive bridge): Self-contained solar bridge-mounted lighting fixtures, as described in Section B.6.
- Segment 3 – From the end of the bridge to the curve near Pescayo Avenue: Solar-powered tall light poles are anticipated for the same reasons described for Segment 1 (driveway access conflicts and informal parking encroachment between the right-of-way and edge of pavement).

- Segment 4 – From the curve near Pescayo Avenue to Avenue K: Solar-powered bollard-style fixtures are anticipated for the majority of this segment, where conditions allow, with solar-powered tall poles used selectively at driveways, roadway/trail crossings, or other locations where field conditions warrant, to be identified during the field verification and design process.

- The proposed lighting system is intended to provide a modest level of illumination that allows users to identify the general alignment of the SUP, recognizing that full, uniform lighting may not be achievable throughout the corridor. Due to the existing corridor constraints and the impracticability of achieving full code-compliant illumination levels in certain locations, the Consultant will prepare and submit the necessary Design Variation requests to the City for approval, as further described in **Section B**.

3. The Coco Plum Drive corridor is located within the Monroe County Sea Turtle Lighting District due to its proximity to Coco Plum Beach and other marine turtle nesting habitat in the area. Fixture selection and photometric design for the full length of the corridor will take into consideration Monroe County sea turtle protection lighting requirements (Monroe County Code of Ordinances, Ch. 12, Art. V) and the State of Florida Model Lighting Ordinance for Marine Turtle Protection (Rule 62B-55, F.A.C.), including full cutoff, low-mounted, long-wavelength (≥ 560 nm, amber/red spectrum) fixtures fully shielded from the beach and adjacent habitat. The specific limits of the Sea Turtle Lighting District along the corridor are to be confirmed and coordinated with the City.

4. The Client is expected to furnish the Consultant with full information as to the Client's requirements, including any special or extraordinary considerations for the Project or special services needed, and to make available all pertinent existing data.

5. The design provided under this scope is limited to the SUP lighting system and its incidentals (fixtures, poles, bollards, foundations, and solar/battery equipment) within the area between the edge of pavement and the right-of-way. No work on the Coco Plum Drive roadway itself is included, and no additional engineering services beyond those necessary for the lighting design are included in this scope.

6. The Consultant's services will consist of preparing Final Design documents, as further described in the following Basic Scope of Services. Construction phase services are excluded from this scope, as noted in Section B.

B. BASIC SCOPE OF SERVICES:

1. Project Management / Quality Control

- Provide overall project coordination, scheduling, and monthly invoicing for the duration of the design phase.
- Perform internal quality assurance/quality control (QA/QC) review of design deliverables prior to each submittal to the City.
- Attend and participate in up to six (6) virtual coordination meetings with the City during the design phase, including preparation for meetings and documentation of key coordination items, decisions, and follow-up actions.

2. **Field Verification**

- The Consultant will review and utilize information furnished by the City, such as land survey, as-built drawings, and subsurface investigation that may have been properly completed for the design and construction of the existing SUP. It is assumed that documentation to be provided by the City will include base mapping, complete and accurate CADD files of the existing SUP, Coco Plum Drive right-of-way, roadway edge of pavement, and known above and underground utilities.
- Conduct up to two (2) site visits to observe readily visible site conditions, including existing SUP. The site visit is not intended to verify the accuracy, completeness, or suitability of surveys, investigations, reports, or other information provided to the Consultant.
- Review the right-of-way and trail limits, existing SUP pavement width and horizontal offset from the edge of the Coco Plum Drive roadway, based on the survey, CADD, and other data provided by the City.
- Review edge-of-pavement condition, existing above-ground utilities (utility poles, transformers, overhead lines), driveways and access points, and observed informal parking/encroachment patterns between the roadway and the trail.
- Conduct a visual review of visible utility features along accessible areas of the SUP during the site visit, such as pull boxes, manholes, meters, and similar features that may indicate the presence of known underground utilities.
- Document sun exposure/shading conditions along the corridor (tree canopy, structures, overhead obstructions) relevant to solar panel siting and orientation.
- Underground utility information will be limited to a Quality Level D (QL-D) investigation, per ASCE 38-22, "Standard Guideline for Investigating and Documenting Existing Utilities," based on a review of existing utility records, City-provided GIS/CADD data, and available as-built mapping; Quality Levels C, B, and A (including above-ground utility surveying, surface geophysical designating, and vacuum excavation/test holes) are excluded.

3. **Environmental Desktop Review**

- Perform a desktop-level environmental review of the corridor (e.g., review of publicly available environmental databases, aerial imagery, and City records) and site visit for potential environmental considerations relevant to the lighting design.

4. **Fixture Selection**

- Evaluate up to three (3) solar-powered pole-mounted fixture types, up to three (3) solar-powered bollard fixture types, and appropriate self-contained solar bridge-mounted (railing- or fascia-mounted) fixture types for the bridge crossing segment.
- Recommend wildlife-sensitive, coastal-grade, vandal-resistant solar luminaires for each fixture type that balance safety, environmental protection, and long-term durability.
- Evaluate fixtures within the Sea Turtle Lighting District for compliance with applicable sea turtle lighting requirements.
- Provide a preliminary opinion of probable cost for the candidate fixture types during the selection process and coordinate with the City, which will make final fixture selection.

5. **Lighting Design**

- Design a hybrid solar lighting system (bridge-mounted, pole-mounted, and bollard fixtures) for the Coco Plum Drive SUP. No underground conduit, pull box, or electrical service routing is proposed, as all fixtures are self-contained solar units.
- Determine specific fixture type and location on a segment-by-segment basis, generally consistent with the framework described in Section A, considering driveway locations, crossings, right-of-way width, observed parking encroachment, and solar exposure.
- Perform photometric analysis to document lighting levels in accordance with the Florida Greenbook (2023 Edition) and City of Marathon standards, recognizing that uniform illumination may not be achieved due to existing site and fixture type limitations. Provide calculations and exhibits to demonstrate compliance where applicable.
- Services are limited to shared-use path lighting design and do not include roadway lighting design.

6. **Solar Lighting Equipment & Foundation Plans**

- Prepare plan sheets with solar pole, bollard, and bridge-mounted fixture locations and orientations (for optimal solar exposure).
- Provide foundation design criteria, construction notes, and specifications for pole-mounted fixtures, bollards, and bridge-mounted units. The plans will identify the applicable design criteria, minimum performance requirements, anticipated foundation types, coastal exposure considerations, wind loading criteria, and submittal requirements. Final foundation design, calculations, reinforcing details, anchor bolt/embedment requirements, and signed-and-sealed shop drawings shall be delegated to the Contractor through a Florida-licensed specialty engineer for review for general conformance with the Contract Documents.
- Provide solar equipment specifications and construction notes consistent with Florida Greenbook and City standards.
- This scope assumes that sufficient right-of-way is available to install poles and bollards and their foundations; any right-of-way, easement, or property acquisition needed to accommodate pole or bollard placement is excluded.

7. **Bridge Lighting Coordination**

- Coordinate with the City, as owner of the existing Coco Plum Drive bridge, regarding the wood SUP structure attached to the bridge.
- Confirm allowable attachment locations and load limits for the self-contained solar lighting fixtures on the bridge/wood structure and identify any permitting requirements for attachments to the existing structure.
- Structural analysis or certification of the bridge/wood structure's capacity to support the new fixture attachments is excluded from this scope; if required, this would be provided by others or added as an Additional Service.
- Should coordination with the FDOT be determined necessary during design, this coordination can be provided as an Additional Service.

8. **Design Exceptions / Variations**

- Some conditions may not fully meet the Florida Greenbook criteria for SUP clear zone, lateral clearance, and illumination level, particularly for pole placement in constrained right-of-way areas and where full code-compliant illumination is impracticable.
- The Consultant will document these conditions and prepare up to three (3) Design Variation requests for City review and approval.
- This proposal considers that the FDOT will not be the reviewing authority for exceptions/variations.
- The Design Variations will include justification and exhibits to demonstrate that the proposed solution is appropriate for the project.

9. **Design Phase Submittals**

- Provide three (3) design submittals (60%, 90%, 100%) to the City for review and comment.
- FDOT Electronic Review and Comment (ERC) system processing and FDOT review are not anticipated and are not included in this scope; if required, this would be an Additional Service.

10. **Engineer's Opinion of Probable Construction Cost**

- Provide an Engineer's Opinion of Probable Construction Cost (OPCC) at each design submittal (60%, 90%, and 100%), reflecting the level of design completion at each phase.
- Because the Consultant has no control over competitive bidding, market conditions, or other factors affecting the cost of construction, the OPCC represents the Consultant's professional judgment as a design professional and does not constitute a guarantee, warranty, or firm estimate of actual construction or bid costs.

11. **Construction Phase Services**

- Construction phase services are excluded from this scope
- Construction phase services may be provided as an Additional Service, to be authorized separately, if requested by the City.

12. **Airport / FAA Coordination**

- Coordination with the Florida Keys Marathon International Airport and/or the FAA is not anticipated, as the Coco Plum Drive corridor is not immediately adjacent to the airport and is excluded from this scope.

13. **General Assumptions and Additional Services**

- Any changes and/or technical support beyond those presented in this proposal will result in an increase in the cost included herein. Any surveys, new or supplemental studies, additional support, and/or expenses not described in this proposal will not be performed without an agreement between the Client and the Consultant and will be authorized by the Client via a Change Order.

- The Consultant cannot guarantee the accuracy of third-party documents, records, or reports prepared by others that may be used or referenced in our design scope.
- All deliverables and submissions from the Consultant will be submitted electronically.

C. COMPENSATION FOR BASIC SERVICES:

The Consultant proposes that services for this project be compensated on a lump-sum basis for a total fee of:

- $59,700.00

The Consultant will bill Client monthly for services based on project completion. The above financial arrangements are on the basis of payment of invoices within 30 days so that the orderly and continuous progress of the project through construction can be maintained.

Please remit payment to McFarland-Johnson, Inc., 49 Court Street, Suite 240, Binghamton, NY 13901.

The Consultant would expect to start services within 10 days after receipt of Client's acceptance of this proposal and to complete services within six (6) months.

If there are protracted delays for reasons beyond Consultant's control, the Consultant would expect to negotiate with Client an equitable adjustment of compensation taking into consideration the impact of such delay including, but not limited to, changes in pay scales applicable to the period when services are in fact being rendered.

It is necessary that the Client advise Consultant in writing, within five (5) days of the start of Consultant's services, if Client has budgetary limitations that may affect the design phase or the overall project cost, including the construction cost.

The Services to be rendered by the Consultant on this project, together with specific understandings applicable for the project, are set forth in the above Basic Scope of Services and supersede all prior written or verbal understandings.

This proposal, consisting of seven (7) pages and the Continuing Engineering Services Agreement dated March 13, 2025, represents the entire understanding between Client and Consultant with respect to this Project and may only be modified in writing, signed by both parties.

This offer will be open for acceptance until September 30, 2026, unless changed by Consultant in writing.

We appreciate the opportunity to submit this proposal and hope it meets with your approval. If there are any questions, please do not hesitate to contact Edil H. Pena at 305-705-4871 or via email at epena@mjinc.com or me at eatkins@mjinc.com

Very truly yours,

McFARLAND-JOHNSON, INC.

By: _____
Erik Atkins
Director of Transportation

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under "Applicable Exemptions", this indicates that the City of Marathon has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the "Business Impact Estimate" section below. In addition, even if one or more exemptions are identified, the City of Marathon may nevertheless choose to provide information concerning the proposed ordinance in the "Business Impact Estimate" section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance's title/reference:

2026-23 AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, MODIFYING SECTION 32-2 OF THE CITY CODE OF ORDINANCES, 'REGULATION OF WRECKER OPERATORS WHO PROVIDE TOWING AND STORAGE SERVICES AT THE REQUEST OF LAW ENFORCEMENT OFFICERS; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions:

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - ☐ Development orders and development permits, as those terms are defined in s.163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - ☐ Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Note to Staff: *This form should be completed and included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published (10 days prior).*

Business Impact Estimate:

The City of Marathon hereby publishes the following information:

1. **A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This ordinance is being updated to be consistent with State Law. State Law does allow for stricter standards; however, staff is removing many of those stricter standards to be more consistent with the State Law and remove burdensome regulations. Some stricter standards will remain untouched. The ordinance is adopting the towing from private property standards as set forth in 715.07 "Vehicles or vessels parked on private property; towing." within the existing ordinance framework, and removing the extraneous renewals, inspections, and notification procedures to the City.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

   (a) **An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

The ordinance is removing late fees, and turning the application fee into a one-time fee, and not a recurring fee. No additional costs are being created.

   (b) **Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

No new fees are being created.

   (c) **An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

The changes remove additional regulatory oversight from the City. Thus, reducing costs.

3. **A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

There are two towing companies that are impacted by this ordinance change.

4. Additional information the governing body determines may be useful (if any):

Note: *The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*