

**CITY OF MARATHON, FLORIDA
RESOLUTION 2008-174**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING AWARD OF CONTRACT FOR MARATHON MARINA PROPERTY SECURITY CAMERAS TO CHAMPION CONSTRUCTION, LLC IN THE AMOUNT OF \$9,000; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Supplier and City, through mutual negotiation, have agreed upon a scope of services, and fees for installation of security cameras at the City marina bathhouse; and

WHEREAS, the City desires to engage the Supplier to furnish the security camera installation services to the City set forth on Exhibit A hereto; and

WHEREAS, staff recommends award of this contract to Champion Construction, LLC.

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 City Council hereby approves the contract between the City of Marathon and Champion Construction, LLC, a copy of which is attached hereto as Exhibit "A", for installation of security camperas at the City Marina Bathhouse in an amount not to exceed \$9,000, 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; and authorizes the Manager to execute the agreement.

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

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 10th day of November, 2008.

THE CITY OF MARATHON, FLORIDA



Mike Cinque, Mayor

AYES: Ramsay, Snead, Vasil, Worthington, Cinque
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:



Jimmy Morales, City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MARATHON
AND
CHAMPION CONSTRUCTION, LLC**

THIS AGREEMENT is made as of this 16 day of January, 2009, by and between **CHAMPION CONSTRUCTION, LLC**, a Florida limited liability company, (hereinafter the "Supplier"), and the **CITY OF MARATHON, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Supplier and City, through mutual negotiation, have agreed upon a scope of services, and fees for security cameras at the City Park as described below (the "Project"); and

WHEREAS, the City desires to engage the Supplier to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Supplier and the City agree as follows.

1. **Scope of Services/Deliverables.**

1.1 The Supplier shall furnish the security camera installation services to the City set forth on Exhibit A hereto. This proposal shall include the product specifications set forth on Exhibit A hereto.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect until the Project is completed, unless earlier terminated in accordance with Section 7. hereof.

2.2 The City agrees to 50% payment to Supplier prior to commencement of the Project.

2.3 Supplier agrees that time is of the essence and Supplier shall complete each deliverable for the Project within the timeframes set forth on Exhibit A, unless extended in writing by the City Manager.

3. **Compensation and Payment.**

3.1 The Supplier shall be compensated 50% payment prior to commencement and 50% upon completion of the Project. For a lump sum equal to Eighteen Thousand Five Hundred Dollars (\$18,500.00).

- 3.2 The Supplier shall invoice the City upon the completion of the Project.
- 3.3 The City shall pay Supplier in accordance with the Florida Prompt Payment Act.
- 3.4 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Supplier the undisputed portion of the invoice. Upon written request of the Finance Director, the Supplier shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Subcontractors.**

- 4.1 The Supplier shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Project.
- 4.2 Any subcontractors used on the Project must have the prior written approval of the City Manager.

5. **City's Responsibilities**

- 5.1 The City shall furnish to Supplier, at the Supplier's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Supplier, in possession of the City.
- 5.2 The City shall arrange for access to and make all provisions for Supplier to enter upon real property as required for Supplier to perform services as may be requested in writing by the Supplier.

6. **Supplier's Responsibilities**

- 6.1 The Supplier shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional real estate appraiser under similar circumstances. If at any time during the term of this Agreement, it is determined that the Supplier's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Supplier shall at Supplier's sole expense, immediately correct the work.

7. **Termination.**

- 7.1 The City Manager without cause may terminate this Agreement upon seven (7) days prior written notice to the Supplier, or immediately with cause.

- 7.2 Upon receipt of the City's written notice of termination, Supplier shall stop work on the Project unless directed otherwise by the City Manager.
- 7.3 In the event of termination by the City, the Supplier shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Supplier has first complied with the provisions of Paragraph 7.4.
- 7.4 The Supplier shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8. **Insurance.**

The Supplier shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverages shall include a minimum of:

- 8.1 Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law.
- 8.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 8.3 Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- 8.4 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

9. **Nondiscrimination.**

During the term of this Agreement, Supplier shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination

10. **Attorneys Fees and Waiver of Jury Trial.**

10.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. **Indemnification.**

11.1 Supplier shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Supplier's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Supplier and third parties made pursuant to this Agreement. Supplier shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Supplier's performance or non-performance of this Agreement.

11.2 The provisions of this Section 11 shall survive termination of this Agreement.

12. **Notices/Authorized Representatives.**

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Clyde Burnett, City Manager
City of Marathon, Florida
9805 Overseas Highway
Marathon, Florida 33050
(305) 743-0033

For The Supplier:

*Champion Construction LLC
1105 St. Andrews Rd.
Hollywood, Fl. 33021*

13. **Governing Law.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court of the State of Florida or the United States District Court for the Southern District of Florida.

14. **Entire Agreement/Modification/Amendment.**

14.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15. **Ownership and Access to Records and Audits.**

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Supplier providing services to the City under this Agreement shall be the property of the City.

15.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Supplier involving transactions related to this Agreement.

15.3 The City may cancel this Agreement for refusal by the Supplier to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes

16. **Nonassignability.**

This Agreement shall not be assignable by Supplier unless such assignment is first approved in writing by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Supplier, and such firm's familiarity with the City's area, circumstances and desires.

17. **Severability.**

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

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

19. **Compliance with Laws.**

The Supplier shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

20. **Waiver**

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. **Survival of Provisions**

Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

22. **Prohibition Of Contingency Fees.**

The Supplier warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Supplier, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Supplier, any fee, commission, percentage, gift, or any

other consideration, contingent upon or resulting from the award or making of this Agreement.

23. **Counterparts**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and each such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same, and by the Supplier, signing by and through its President, whose representative has been duly authorized to execute same.

Attest:

Diane Clavier
Diane Clavier, City Clerk

CITY OF MARATHON

By: Clyde Burnett
Clyde Burnett, City Manager

Date: 1/20/09

Approved by City Attorney
for legal sufficiency for City
use only:

[Signature]
City Attorney

CHAMPION CONSTRUCTION, LLC

By: Peter Reilly

Date: 1/16/2009

EXHIBIT A

Recommendations for Camera system at City Park and Events fields.

I would like to suggest a different system for the two areas in order to get the best coverage and most reliability for the time and monetary investment.

In my experience with camera systems, the PTZ cameras are a poor choice for unmanned operations.

You cannot go back and move the camera view in a record incident, if you have the camera on a "tour"

when you are looking at a previous recording, then anything happening in one spot will be out of frame in a few seconds.

I have had much better results with more stationary cameras. Watching all the important spots continuously, is much better than everything for brief periods.

With the cost of the PTZ dome at five times the cost of the rugged domes, you can upgrade the DVR to more cameras and still save money.

I was not there during the initial planning, so my suggestions may be way off base from your needs, if so I apologize.

Below would be the system that I would recommend for security in your problem areas. This allows significant expansion to the systems.

Each location video system:

- 1 Nuvico 16 camera DVR with 500GB drive (see attached spec sheet)
- 19" or larger flat panel monitor
- 5 Speco vandal resistant Hi-res dome cameras with IR night vision and adjustable zoom(see attached spec sheet)
- 1 Central power supply for up to 16 cameras
- 1 UPS
- Any and all cables, fittings, conduit, and fasteners needed for complete install.

Cost installed with one year warranty on labor each system(2 needed) \$8500.00

To monitor the soccer field system from the pavilion or via Internet, it needs network connection.

DSL can be installed at that location, if that is not an option, Network cable can be run in conduit to the pavilion area (costly unless conduit currently exists), or a secured point to point wireless link could be installed from the cupola of the soccer field bathroom building to the office at the pavilion.

Wireless link setup:
Outdoor wireless bridge installed on soccer building and office building aimed and setup
\$1500.00

Thanks,

Brian Zirkelbach
bz@bzservices.net