

Sponsored by: Burnett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2009-33**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING WORK AUTHORIZATION # 1 WITH THE CRAIG COMPANY FOR LANDSCAPE ARCHITECTURE SERVICES FOR A BEAUTIFICATION PROJECT IN AN AMOUNT NOT TO EXCEED \$7,975 PLUS REIMBURSABLES; APPROPRIATING FUNDS FOR THE PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Craig Company has a continuing services agreement with the City of Marathon (the City) for Landscaping Architecture services; and

WHEREAS, a resident of the City of Marathon has donated palm trees for the Eastern corridor of the Marathon Airport; and

WHEREAS, a Florida Department of Transportation (FDOT) permit is necessary for 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.

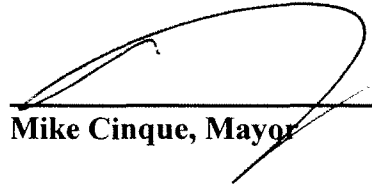
Section 2. The City Council authorizes the City to enter into Work Authorization #1, a copy of which is attached hereto as "Exhibit A", for the Marathon Airport beautification project, and appropriate funds in an amount not to exceed \$7, 975.00 plus reimbursables.

Section 3: The City Council authorizes the City Manager to execute the work authorization on behalf of the City.

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 10th day of March, 2009

THE CITY OF MARATHON, FLORIDA



Mike Cinque, Mayor

AYES: Snead, Worthington, Vasil, Ramsay, 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:



City Attorney

PROJECT AGREEMENT

Between

THE CITY OF MARATHON

And

THE CRAIG COMPANY

For

Work Authorization No. One (1)

US Highway 1 Tree Planting Project
Airport Terminal to Little Venice Sewage Treatment Plant

Pursuant to the provisions contained in the "Continuing Services Agreement" between the CITY OF MARATHON, FLORIDA (the "CITY") and THE CRAIG COMPANY ("CONSULTANT") dated February 12, 2009, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The CITY and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide the services to the CITY for the Project as described in the "Scope of Services and Project Schedule" attached as Exhibit "1."

1.2 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

As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the CITY the following Deliverables:

- Conceptual Layout for Tree Planting
- Landscape Plan, Specifications and Planting Schedule for Construction Bid Purpose
- FDOT Permit Package

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 ("Commencement Date") and shall continue in full force and effect, unless otherwise terminated pursuant to Section 5 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 30 days. No further extensions of this Agreement shall be effective unless authorized by the CITY Council.

3.2 **Contract Time.** 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 Exhibit "1". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.3 **Time is of the Essence.** All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "1" \$7,975.00. ~~FOR, IF HOURLY, "CITY AGREES TO PAY CONTRACTOR COMPENSATION AT CONTRACTOR'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$_____."~~

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices.** CONSULTANT shall submit invoices that 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 and the phase of work. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by 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 until the project is completed. Said retainage may be withheld at the sole discretion of the City Manager 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 of competent jurisdiction that such termination was without cause, such termination shall therefore 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 subcontractor 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 days (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 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. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICES AGREEMENT

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated February 12, 2009 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.

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ATTEST:

CITY OF MARATHON

Diane Clavier
City Clerk

By: Clyde Burnett
Clyde Burnett, City Manager

Date: 3/12/09

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

[Signature]
City Attorney

ATTEST:

THE CRAIG COMPANY

By: [Signature]
Barbara Mitchell, Vice President

Date: 4-7-09

(CORPORATE SEAL)

Exhibit "1"

Project Description

Proved landscape architecture services for tree planting along the north side of US Highway 1 from Marathon Airport terminal to the Little Venice Sewage Treatment Plant. Plant material shall be in accordance with the trees pledged for donation by Mr. Claude Halioua.

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Exhibit "2"

Scope of Services and Project Schedule

This scope of work will include field location of existing plant material, conceptual sketch for proposed locations of trees/palms, preparation of construction documents for permitting and preparation of Florida Department of Transportation permit application. The construction documents shall include Planting Plan, Plant Specifications and Plant Schedule. An Irrigation Plan is not included in this package as it has been the City's practice to provide irrigation to new plantings during the establishment period in his area with the City's Water Truck.

Included as part of the Scope of Work shall be coordination meetings with the donor of plant material, the City of Marathon's Landscape and Beautification Board, and City staff as required.

Due to the extensive work that has been done in this area for the City of Marathon's wastewater master plan, it is expected the City of Marathon has available base plans and survey for the project area. If this baseline data is not available, then a survey shall be required for the Florida Department of Transportation permit application. In any event, Craig Company staff shall field locate the existing plant material in the subject area and include on the Landscape Plan.

Project Approach

In order to accomplish the tasks at hand, it will be important to coordinate with all interested stakeholders. The Craig Company approach to the project will include the following steps:

Task 1: Coordination Meet with City staff. Obtain available base maps, preferably in an electronic format from City staff or the City Engineer. Obtain copy of US 1 Right of way map for this section of US 1. Call local utilities to have all underground utilities field marked.

Task 2: Location Manually locate all existing material within the subject area.

Task 3: Stake Holders Meeting Meet with City of Marathon's Landscape and Beautification Board. Coordinate with representatives from the local FDOT office.

Task 4: Conceptual Sketches Prepare Conceptual Sketches for location of trees.

Task 5: Conceptual Sketches Presentation Present Conceptual Sketches to all interested stakeholders for comment. Meet with City staff to finalize Conceptual Plan.

Task 6: Construction Documents Prepare Construction Documents for final landscape plan, specifications, and plant schedule. Submit to City for approval.

Task 7: FDOT Permit Package Upon approval of Task 6, prepare FDOT permit application for planting in the right of way of US 1.

Task 8: City Bidding Coordinate with City for bidding process, prepare bid packages, review bids and rank in accordance with standard City practices.

Task 9: Construction In conjunction with the selected landscape contractor, approve layout on the site of trees/palms prior to installation. Inspect installation as part of final acceptance of project.

Project Schedule

Task	Days from Execution of Work Authorization
1. Coordination	10 days
2. Location	15 days
3. Stake Holders Meeting	30 days
4. Conceptual Sketches	45 days
5. Conceptual Sketch Presentations	60 days
6. Complete Construction Documents	80 days
7. Prepare FDOT Permit	80 - 100 days
8. Bidding Process	80 to 120 days
9. Construction	At the City's descretion

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Exhibit "3"

Payment Schedule

Task 1: Coordination	\$ 500
Task 2: Location of Existing Material	\$ 980
Task 3: Stake Holders Meeting	\$ 750
Task 4: Conceptual Sketches	\$1,200
Task 5: Conceptual Plan Presentation	\$ 500
Task 6: Construction Documents	\$2,270
Task 7: FDOT Permit	\$ 930
Task 8: Bidding Process	\$ 425
Task 9: Construction Administration	\$ 420
TOTAL:	\$7,975