

**CITY OF MARATHON, FLORIDA
RESOLUTION 2011-05**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY AND KEYS GRAFIX AND SIGN OF THE FLORIDA KEYS, LLC IN AN AMOUNT NOT TO EXCEED \$30,878.00, FOR NEW CITY ENTRANCE SIGNS, AND ESTABLISHING INDIVIDUAL FACILITY SIGNS PRICING FOR FUTURE FACILITY SIGNS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") solicited bids for sign fabrication services for the City's entrance signs (the "Project"); and

WHEREAS, Keys Grafix and Sign of the Florida Keys, LLC ("Keys Grafix") was the only contractor that responded to the bid request, and staff subsequently reviewed its bid of \$30,878 for completeness and to determine it was responsive and responsible; and

WHEREAS, funding for this Project is within the City's Capital Infrastructure Budget; and

WHEREAS, the City Council desires to enter into a contract with Keys Grafix for two entrance sign fabrication services in an amount not to exceed \$30,878.00 (the "Contract").

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 Keys Grafix for sign fabrication services in an amount not to exceed \$30,878, a copy of which is 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, 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 25th DAY OF JANUARY, 2011

THE CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

AYES: Cinque, Worthington, Snead
NOES: Ramsay
ABSENT: Keating
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

**CONTRACT BETWEEN
THE CITY OF MARATHON
AND
Keys Grafix & Signs of the Florida Keys, LLC.**

THIS CONTRACT is made this 25th day of January, 2011 by and between the City of Marathon, Florida (the "City") and **Keys Grafix & Signs of the Florida Keys, LLC** (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

4.1. **SCOPE OF WORK** -The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications of Section 3 of the Invitation to Bid, attached hereto as Exhibit A.

4.2. **COMPENSATION/PAYMENT**

4.2.1 . Contractor shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

4.2.2. The City shall make payment on said invoices of approved amounts due, that are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

4.2.3. The Contractor shall be compensated at the unit prices specified in the Bid Schedule, hereto as Exhibit B, based upon the actual Work completed for the month. The Bid is not to exceed amount, and may be reduced based on modification to the design of the sign.

4.3. **TERM-** This Agreement shall be effective upon City Council approval and shall continue for a term of 180 days.

4.4. **CONTRACTOR'S DUTY TO INSPECT** -The Contractor has carefully examined the described rights of way, water management areas and similar planting areas and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any facility damaged by the Contractor.

4.5. **NON-WAIVER-** The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Agreement.

4.6. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

4.6. 1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

4.6.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

4.6.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City) and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

4.6.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

4.7 . **INDEMNIFICATION**

4.7.1 . The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

4.7.2. This indemnification obligation shall survive the termination of this Agreement.

4.7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

4.7.4. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

4.8. **CONTRACT DOCUMENTS** -The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;

All Addendums;

Contract Agreement;

Request For Bid Document;

Bid;

Detailed Specifications;

Qualification Statement;

Insurance Certificates;

Licenses;

4.9. **CONTRACTOR'S EMPLOYEES**

4.9.1. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

4.9.2. Contractor shall, upon receipt of a written request from the City, immediately exclude any employee of Contractor from providing Work under this Agreement.

4.9.3. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

4.10. **VEHICLES AND EQUIPMENT** -Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

4.12. **ASSIGNMENT AND AMENDMENT** -No assignment by the Contractor of this contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a sub-contractor to perform its duties under this Agreement without prior written approval of the City. This Agreement may only be amended by the parties with the same formalities as this Agreement.

4.13. **TERMINATION**

4.13.1 . Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

4.13.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

4.13.3 . After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.

4.13.4. The City may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

4.14. **CHOICE OF LAW** -This contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

4.15. **ATTORNEY'S FEES** -In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

4.16. **ACCESS TO PUBLIC RECORDS-** The Contractor shall comply with the applicable provisions of Chapter 1 19, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 1 19, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.

4.17. **INSPECTION AND AUDIT-** During the term of this Agreement and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

4.18. **SEVERABILITY** -If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

4.19. **WAIVER OF JURY TRIAL**- The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

4.20. **COUNTERPARTS**- This contract may be signed in one or more counterparts, each of which, when executed shall be deemed an original and together shall constitute one and the same instrument.

4.21. **NOTICES** -Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

City:

City of Marathon

9805 Overseas Highway

Marathon, FL 33050

Attention: Roger Hernstadt, City Manager

Contractor:

Keys, Florida - Sign contract Florida Keys, LLC
[Signature]
[Signature]
[Signature]

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest: CITY OF MARATHON

By: [Signature]
Diane Clavier, City Clerk

By: [Signature]
Ginger Snead, Mayor

By: [Signature]
City Attorney

Signed, sealed and witnessed in the presence of: As to Contractor:

By: [Signature]

By: [Signature]

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

EXHIBIT A

SECTION 3 DETAILED SPECIFICATIONS

3.01 SCOPE OF WORK – The City of Marathon wishes to create uniform and consistent signage for all municipal facilities as well as both City entrance signs. Entrance signs shall be located within FDOT right of way on Knights Key at the western City limits and on Grassy Key at the eastern City limits and shall include landscaping and a solar lighting component. Up to ten facility signs will be located throughout the City. All signs must meet FDOT design requirements and comply with the City of Marathon’s Land Development Regulations. The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to complete the fabrication of municipal signage.

3.02 SPECIFICATIONS

A. City entrance signs located within FDOT right of way at the City limits on Knights Key to the west and Grassy Key to the east shall be constructed in the following manner and include all material needed for installation by the City:

- Double faced with alternate departure message on the backside of the sign. Conceptual graphics with dimensions are included (Exhibit “A”). ((all dimensions approximate))
- The sign face shall be constructed of EPS foam with galvanized or aluminum framing. Contractors may submit alternative materials that meet the same intent for aesthetics and longevity.
- The contractor shall provide the city with signed and sealed plans which shall include structural drawings that show appropriate breakaway features as required by FDOT and meet all requirements of the Florida Building Code including but not limited to a wind load of 155 mph. Base of sign will have to accommodate slope of grade. Failure to timely submit engineering may result in the bid being rejected.
- The contractor must provide a warranty for the product and installation for 36 months after date of completion.

B. Facility signs for up to ten different locations shall be constructed as either a double faced sign with an interior angle (arrow point) or a single face sign depending on the location. All material shall be provided for installation by the City.

- Facility signs will have the same basic design as shown in the conceptual drawing as the entrance signs with the text on the ribbons varying to depict the specific facility name.
- The main face of the sign shall be 4’H x 8’W and the overall height of the sign approximately 7’ with the bottom ribbon being roughly 3’ from the finished grade.
- The sign face shall be constructed of EPS foam with galvanized or aluminum framing. Contractors may submit alternative materials that meet the same intent for aesthetics and longevity.

- The contractor within 14 days of written notice that they are the lowest responsive & responsible bidder shall provide the city with signed and sealed plans which shall include structural drawings that show appropriate breakaway features as required by FDOT and meet all requirements of the Florida Building Code including but not limited to a wind load of 155 mph.
- The contractor must provide a warranty for material and workmanship for 60 months after date of completion.
- Pricing should be stated for each sign with the understanding that the City may elect to proceed with none, some or all facility signs at this time.

EXHIBIT B

Fabrication of Entrance and Facility Signs

SECTION 2
BID

Bid of Keys Concrete & Sign of the Florida Keys, LLC
(name)
PO Box 522739, Marathon Shores, FL 33052-2739
(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

“Fabrication of Entrance and Facility Signs”

TO: City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

Attention: City Clerk

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid of the contract to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Bids and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the instructions to Bidders, Contract, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to timely execute a contract with the City in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Bidder agrees to execute a contract and furnish the executed contract, insurance certificates, and other required information to City within ten (10) ten calendar days after written notice of the award of contract. Failure on the part of the Bidder to timely comply with this provision shall give City all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the City. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the contract exceed the dollar amount of the Bidder's Bid amount. As set forth in the attached Bid form.

It is intended that all Work to be performed under this Bid shall commence (February 1, 2011)

In no event shall City be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No. Not Applicable

Bidder's Occupational License No. 39140-104168

WITNESS

John J. Wagner
Quetta Norville

By: [Signature]
Signature of Authorized Agent

(SEAL)

Proposed Amount for City Entrance Sign
Including breakaway features (each)

\$ 15,439.00

Proposed Amount for double face with interior angle
(arrow point) sign with breakaway fixtures for double
face with interior angle sign (each)

\$ 9,345.00

Proposed Amount for single face sign with
breakaway features for single face sign (each)

\$ 6,842.00

5 yr warranty on Materials & workmanship

The City will multiply the single price for additional signs based on actual order

Potential locations for double or single face signs:

Marathon Community Park
Boot Key Harbor Marina
Jesse Hobbs Park
Field of Dreams Park
Dog Park
Sombbrero Beach
Coco Plum Beach
33rd Street Boat Ramp
Quay Boat Ramp