

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2018-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AWARDED BID FOR "SURVEY AND MASTER PLAN OF HISTORIC RESOURCES," TO ENVIRONMENTAL SERVICES, INC.; THE SOLE RESPONSIVE, RESPONSIBLE BIDDER IN THE AMOUNT OF \$40,000.00; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT, APPROPRIATE AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon (the "City") issued a Request for Qualifications (RFQ) for "Survey and Master Plan of Historic Resources," (the "Project"); and

**WHEREAS**, the only bid was received from Environmental Services, Inc. (the "Contractor"); in an amount not to exceed \$40,000.00 for the Project, and staff subsequently reviewed and determined the RFQ response was complete, the submitter was responsive and responsible; and

**WHEREAS**, the City Council finds that accepting the RFQ response and entering into a contract for the Project with the Contractor is in the best interest of the City.

**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 authorizes the City Manager to enter into an agreement and expend budgeted funds on behalf of the City for the Sole Responsive, Responsible Bidder for the Project in an amount not to exceed \$40,000.00, is hereby approved.

**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 13<sup>th</sup> DAY OF FEBRUARY, 2018.**

**THE CITY OF MARATHON, FLORIDA**



**Michelle Coldiron, Mayor**

AYES: Bartus, Cook, Senmartin, Zieg, Coldiron  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**



\_\_\_\_\_  
Diane Clavier, City Clerk

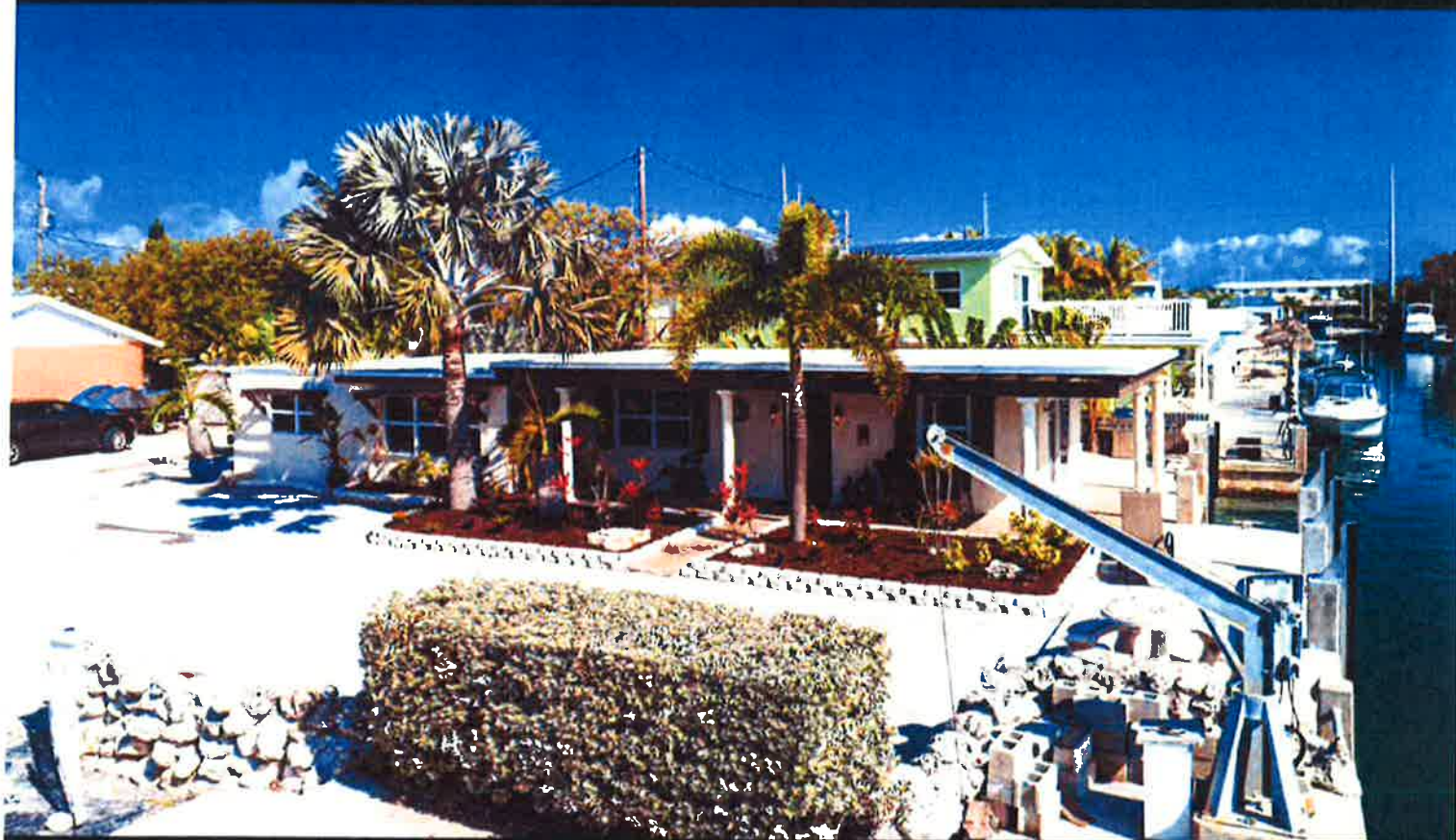
(City Seal)

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



\_\_\_\_\_  
David Migut, City Attorney

# Survey and Master Plan of Historic Resources City of Marathon



**ENVIRONMENTAL  
SERVICES, INC.**

7220 Financial Way, Suite 100  
Jacksonville, Florida 32256  
904-470-2200

COPY

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ENVIRONMENTAL SERVICES, INC.

7220 Financial Way, Suite 100  
Jacksonville, Florida 32256

Phone 904-470-2200 \* Fax 904-470-2112

[www.environmentalservicesinc.com](http://www.environmentalservicesinc.com)

26 January 2018

City of Marathon City Hall  
9805 Overseas Highway  
Marathon, Florida 33050  
Attn: City Clerk

**RE: RFQ: Survey and Master Plan of Historic Resources**

To Whom It May Concern:

Environmental Services Inc. (ESI) is pleased to provide the City of Marathon our proposal for the "Survey and Master Plan of Historic Resources". Our goal is to provide the City with the highest quality, most responsive services in all facets of a project and to perform these services in the most efficient manner possible. The tasks outlined in the solicitation are typical of those handled routinely by the ESI historical resource staff.

ESI understands that the City is seeking proposals from historic preservation and cultural resource firms to provide a Survey and Master Plan of Historic Resources to assist the City in implementing land development regulations and incentives associated with historical resources.

ESI is a woman-owned small business enterprise specializing in environmental matters. The firm has been in business for 31 years with its headquarters in Jacksonville, Florida. ESI provides quality responsive services in a variety of disciplines including wetlands, protected species, mitigation services, cultural resource assessments, soil science investigations, environmental contamination, stream restoration, forest management and agricultural services, greenhouse gas qualification, carbon offsets and sustainability. Through our commitment to quality, responsiveness and diversity, ESI is a leading environmental consulting firm regionally and internationally.

The ESI cultural/historical resources team has performed over 1,700 projects of many types over a period spanning approximately 27 years. We take pride in our reputation for accomplishing high quality professional work and strive to maintain that at all times.

ESI is a leader among historical/cultural resource and environmental consulting firms in the Southeast, and will provide the City of Marathon with a team whose members have extensive experience performing a variety of historic site services throughout the Southeastern United States. ESI's familiarity with state and federal regulations, our required reporting standards and our strong commitment to customer service will further enhance our ability to meet your needs. We offer the City diversity and depth of technical staff, knowledge of governmental procedures, high quality technical capabilities, and strong commitment to customer service.

ESI's Historic Resource Specialist and Historian are in-house, full-time, permanently employed specialists who meets or exceeds the Secretary of Interior's *Standards and Guidelines for Archaeology and Historic Preservation*, and has had formal Section 106 training from the Advisory Council on Historic Preservation. ESI has conducted historical surveys, records research, surveys of properties potentially eligible for the National Historic Register, Section 106 compliance of the National Historic

## TRANSMITTAL LETTER

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Preservation Act and mitigation plans for historic properties impacted by planned transportation projects throughout the region.

Authorized Agents for ESI

Brent Handley, Vice President  
7220 Financial Way, Suite 100  
Jacksonville, Florida 32256  
904-470-2200 Office  
904-626-9735 Cell  
[bhandley@esinc.cc](mailto:bhandley@esinc.cc)

Patricia Davenport-Jacobs, Historic Resource Specialist  
7220 Financial Way, Suite 100  
Jacksonville, Florida 32256  
904-470-2200 Office  
912-844-1815 Cell  
[pdavenport@esinc.cc](mailto:pdavenport@esinc.cc)

ESI's response was prepared without collusion with any other person or entity submitting response pursuant to this solicitation.

The ESI historical resource team looks forward to working with the City of Marathon staff to accomplish the tasks listed in the Scope of Work.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.



Brent M. Handley  
Vice President/Technical Director

Historic Resource Surveys are an integral element of preservation planning and serve as baseline data for researchers, regulatory agencies, and others interested in the historical importance of our cultural built environment. ESI understands that the purpose of this project is to develop a plan for the City of Marathon as it tries to maintain the historic character while addressing housing needs, flood risks, and redevelopment. ESI understands that there are roughly 2,283 properties within the City of Marathon that are at least 40 years old, and that of those 1,034 properties that could be potentially eligible using the standard 50-year criteria.

ESI understands that the project is subdivided into two parts; the survey of historic resources and the master plan of historic resources.

ESI has broken the proposed project down to four main tasks: Engagement (Task 1); Architectural Resources Survey (Task 2); Historic Resource Master Plan (Task 3); and Reports (Task 4). The following outline describes how ESI proposes to complete the services requested by the City.

ESI has provided our cost estimate to show the services we can provide for the City's \$40,000.00 budget.

### Task 1: Engagement

Upon approval of the submitted proposal, ESI Project Manager, Brent Handley and Historian, Meghan Powell will schedule an initial planning meeting with representatives of the City to discuss the scope of work, methodology and schedule. ESI proposes to do this via conference call.

ESI will also produce a draft historic context for submittal prior to the initiation of fieldwork. The goal of this historical research is to better understand the development of the City of Marathon as well as individual neighborhoods, districts and landscapes. This research may include sources such as census records, land deeds, historic maps and plats, and other records from county courthouses, and local and regional libraries and historical societies.

Cost: \$2,000.00

### Task 2: Architectural Resources Survey

ESI staff will begin immediately on data collection through an intensive level survey, this investigation will be performed in accordance with the guidelines outlined in the Secretary of Interior's Standards. ESI will work with the local project manager to clearly define resources to be surveyed that meet the 50-year standard and could meet the eligibility criteria within the next ten years. The properties that will meet the eligibility criteria within the next ten years will be placed on a "watch list". These efforts will result in a final survey report that will satisfy the City of Marathon's Comprehensive Plan policy 2-1.7.1 and policy 4-1.10.3.

All survey work performed will include evaluations of resources for retention of integrity and significance to the National Register of Historic Places. ESI has provided a cost estimate based on 700 structures total; however, ESI will evaluate additional resources if funding and time allow.

Cost: \$32,000.00

### Task 3: Historic Resources Master Plan

ESI will prepare a Historic Resource Master Plan to provide local officials and citizens with consistent, easy-to-understand information about historically significant properties and sites at the local, state, and national levels. The Master Plan will guide the City's redevelopment and rehabilitation of the existing identified historic sites and will create a watch list and identify threats to those sites that could achieve

significant within the next ten years. It will provide recommendations on proposed districts, serial listings, and individual listing for nominations to local, state or national historic registries.

Cost: \$4,000.00

#### Task 4: Reports

ESI will prepare a draft report highlighting a brief description of the City's history and significance, a description of the physical environment and findings/recommendations to help with assessment of factors affecting the protection and potential redevelopment and rehabilitation of these sites. ESI will provide the draft report and electronic copies of all survey data to be reviewed by the City.

ESI will incorporate any corrections and amendments as requested by the City. All survey products will be submitted in electronic format on a portable hard drive. The items below will be provided to the City.

- Two (2) printed copies of the Final Report
- Electronic Submittal
  - Two (2) copies of the final report
  - Two (2) sets of project maps (PDF Format)
  - Two (2) sets of survey forms (each form will be an individual PDF file)

Cost: \$2,000.00



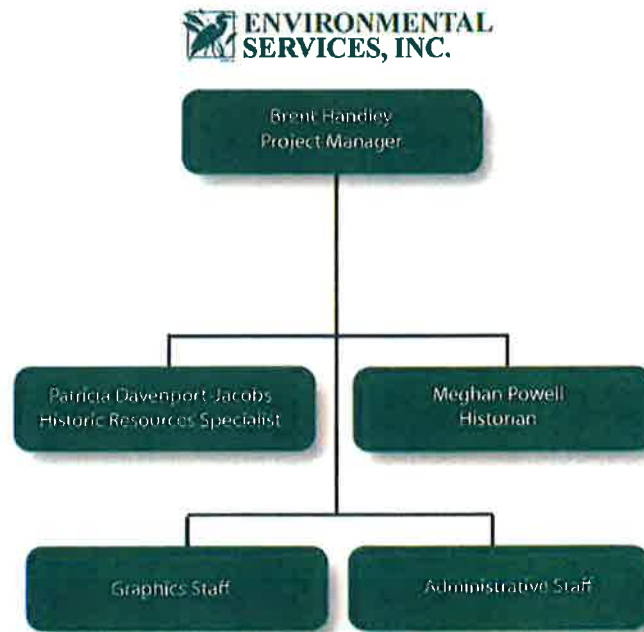
## Qualifications of Project Team and Organizational Chart

### Key Personnel

ESI cultural resources staff has conducted numerous survey projects that have been funded by Grants that funded for historical resource survey projects. ESI Historic Resources Specialist, Patricia Davenport-Jacobs, has completed three such projects in the past three years. Two for the City of St. Augustine - **Grant F1402**, *Architectural Survey of Anastasia Island Structures*, and **Grant S1601**, *St. Augustine Inventory*, an update to the inventory of resources within the St. Augustine National Register Historic District; and one for the City of Lake Worth - **Grant S1729**, *Historic Resource Survey Update, Phase I*.

ESI has established a team consisting of our project manager, a historic resource specialist, a historian and graphic and administrative staff. All of ESI's staff are based in our Jacksonville, Florida office but all travel all of the state to perform historic resource work.

### Organizational Chart



### Brent Handley, RPA, Project Manager



Brent Handley will be the project manager and main contact for the City for the project. Mr. Handley has 24 years of experience in cultural resource management. Mr. Handley is experienced with all phases of cultural resource assessment and management including NEPA documentation, historic and archival research, archaeological survey and data recovery, and coordination with regulatory agencies and has extensive experience with Section 106 of the National Historic Preservation Act. Assignments under this project:

- Project Manager/Client Contact
- Historic Resources Master Plan
- QA/QC on Fieldwork and Reports

## Qualifications of Project Team and Organizational Chart

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### Patricia Davenport-Jacobs, MHP, Historic Resource Specialist



Patricia Davenport-Jacobs is a Historic Resource/Preservation Specialist with over 17 years of experience in project management, conservation and preservation of monuments, cemeteries, and historical resources. Ms. Davenport-Jacobs meets the minimum professional qualifications in architectural history under 36 CFR 61. She has gained extensive knowledge by working with independent contractors, preservation firms, government agencies, municipalities, and historical societies. Ms. Davenport-Jacobs performs Section 106 compliance reviews, architectural assessments, historic structure inventories, and evaluations on invasive biological growth and plant material on historic structures for ESI. She is experienced in archival research and reporting. She has worked with organizations managing rehabilitation and adaptive use projects for historic structures as well as with firms focusing on material conservation and cemetery preservation.

Ms. Davenport-Jacobs, who meets or exceeds the Secretary of Interior's *Standards and Guidelines for Archaeology and Historic Preservation*, and has had formal Section 106 training from the Advisory Council on Historic Preservation. Ms. Davenport-Jacobs also holds a Masters in Historic Preservation from Savannah College of Art and Design. Assignments under this project:

- Architectural Survey
- Completion of FMSF Forms
- Historic Resources Master Plan

### Meghan Powell, Historian



Meghan Powell is a native of Northeast Florida. She holds a BA in History from Florida State University with an emphasis on social and cultural aspects of the United States Civil Rights Era. Prior to joining ESI, Ms. Powell gained practical experience in archival and museum studies and performed essential background research on historic architecture in Jacksonville while employed with a local historical library. Her duties with ESI include historical research, field reconnaissance, documenting and evaluating historic resources, developing historical narratives, and assisting with historic resource conditions assessments. Ms. Powell meets the Secretary of the Interior's Professional Qualification Standards in History. Assignments under this project:

- Background Research
- Architectural Survey
- Completion of FMSF Forms
- Historic Resources Report

### *GIS Staff*

ESI has a wealth of experience using GIS data layers and techniques to provide the desired results of many projects related to historic resources. We use spatial data, in esri® geodatabase or shapefile format, as the foundation of our analysis. From there, we typically build multiple data sets based on the needs and deliverables required for the project. For example, Archeology Predictive Models (APM) will require development of a very extensive list of data sets while a Cemetery Survey will result in considerable less.

With the typical Historic Structure Surveys, we utilize all available spatial and tabular resources from the state or local level to build the feature datasets and feature classes required. Careful attention is paid to the

## Qualifications of Project Team and Organizational Chart

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setup of coordinate system, domains, schema, etc. as expected in the client deliverables. From there, we will build the necessary fields to accommodate the attribute values gathered through field data collection methodologies and analysis results. Maps required for the client's report and/or state submittal are produced and all data sets are exported to shapefile format or packaged as required by the expected deliverables in the project contract.

Projects of note involving use of GIS data layers:

- City of Jacksonville Archeology Predictive Model
- City of Jacksonville Downtown Historic Structure Survey and National Register District Nomination
- City of Jacksonville Pinehurst Cemetery Survey
- City of Jacksonville Beach Historic Structure Survey
- City of Fernandina Beach Archeology Predictive Model
- City of St. Augustine Downtown Historic Structure Survey
- City of St. Augustine Anastasia Island Historic Structure Survey
- St. Johns County Archeology Predictive Model
- City of Lake Worth Historic Structure Survey

Resumes of team members can be found in Appendix A.

Our firm works diligently to maintain a high degree of productivity and efficiency. We have the management and technical capability to assume multiple assignments, and we are prepared to guarantee the availability of our staff for this project. ESI has an outstanding record of producing quality work in a timely fashion within the specified budget. During the history of our firm, we have served very results-oriented clients, and the nature of our business is that environmental issues frequently affect critical paths in project design or construction. We have developed a sense of urgency for expeditious resolution of environmental issues so that they will not have a negative impact upon project subsequent stages of project development. We have always taken pride in responsive service, and we complete assignments on time unless we are affected by events outside of our control. ESI is committed to meeting both time and budget requirements for any resulting projects.

In order to achieve the highest level of quality control, ESI develops a strategy at the beginning of each project. Our internal process begins with the Project Manager, Brent Handley, assembling a team of technical staff that comprises individuals with expertise in all the disciplines needed to best serve the project. Our Project Manager is involved with the scoping of every new project and all aspects of the project to ensure the highest level of service is being performed; his initial effort is to assess the project scope and needs of the client.

The Project Manager supervises the project team and answers directly to the client. The Project Manager is also responsible for developing the project schedule and budget and for ensuring that corporate quality assurance procedures and reviews are followed. The Project Manager will assign tasks to the project team based upon the area of technical expertise required. Communication among all of the team members must be made as easy as possible. It is the Project Manager's responsibility to ensure that communication from the project team to the City follows proper channels.

## Recent Project Experience of Similar Nature

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### Previous Experience/References

ESI has conducted several neighborhood, city and county-wide historic structure surveys. Some of these include: City of St. Augustine, FL; City of Lake Worth, FL; City of Holly Hill, FL; City of Oviedo, FL; City of New Smyrna Beach, FL; a neighborhood in Gainesville, FL; St. Johns County, FL; Charlotte County, FL; Jacksonville, FL Beaches; and Downtown and North Riverside in Jacksonville, FL. In addition, ESI has also conducted historic structure analysis at 13 Florida Army National Guard Armory/Readiness Centers, and recently updated the WWII era historic district located within the Camp Blanding Training Center, Clay County, Florida. Some examples can be found below.

#### Historical Resource Survey Update Phase I

City of Lake Worth  
7 North Dixie Highway  
Lake Worth, Florida 33460  
(561) 586-1690  
[asunny@lakeworth.org](mailto:asunny@lakeworth.org)  
Duration October 2016 – August 2017  
Number of Resources Surveyed: 526  
Cost \$35,644.00

ESI just completed a historical resources survey in Lake Worth including the South Palm Park and Northeast Lucerne neighborhood, and the Historic Commercial District. The objectives of the survey were to at a minimum record 500 architectural resources for the Florida Master Site File (FMSF) utilizing the Historic Structure Form and assess their eligibility for listing in the *National Register of Historic Places (NRHP)* as well as assess their eligibility for contribution to the local district. A total of 516 resources were identified during the field survey. Of those 49 had been previously recorded; and 467 are newly recorded. 460 of the resources are considered to be potentially eligible or contributing to a National Register Historic District (NRHD); and approximately 46 are considered to be ineligible or noncontributing structures.

#### Historical Resource Survey Update Phase II

City of Lake Worth  
7 North Dixie Highway  
Lake Worth, Florida 33460  
(561) 586-1690  
[asunny@lakeworth.org](mailto:asunny@lakeworth.org)  
Duration September 2017 - Ongoing  
Number of Resources Surveyed: 550  
Cost \$50,000.00

ESI is completing Phase II of the historical resources survey in Lake Worth, Florida. The objectives of the survey are to at a minimum record 550 architectural resources for the Florida Master Site File (FMSF) utilizing the Historic Structure Form and assess their eligibility for listing in the *NRHP* as well as assess their eligibility for contribution to the local district.

#### St. Augustine National Register Historic District Inventory, St. Johns County, FL

Ms. Jenny Wolfe  
City of St. Augustine  
75 King Street, 4<sup>th</sup> Floor  
St. Augustine, Florida 32084

## Recent Project Experience of Similar Nature

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(904) 209-4326

[jwolfe@citystaug.com](mailto:jwolfe@citystaug.com)

Duration: December 2015 – June 2016

Number of Resources Surveyed: 347

Cost \$45,000.00

ESI conducted an inventory of structures within the St. Augustine National Register Historic District for the City of St. Augustine, FL to fulfill requirements under a Historic Preservation Small-Matching Grant. The objectives of the survey were to update the inventory of historic structures within the St. Augustine National Register Historic District, to record and update FMSF forms for all structures 45 years old or older, as well as any “reconstructions” on original locations utilizing the Historic Structure Form, and to assess the properties’ eligibility for listing in the NRHP. All work performed by ESI complied with Section 106 of the *National Historic Preservation Act (NHPA)* of 1966 (as amended) as well as applicable state standards and regulations.

The historic resources survey consisted of pedestrian investigation to field verify all architectural resources within the project area constructed up to 1970. Data from the City of St. Augustine Property Appraiser and the FMSF was collected and cross referenced to insure the accuracy of information and the correlation with respective buildings. Research conducted at local and state repositories focused on historical context of the project area.

Final deliverables for this project included recommendations for updating the National Register district and the National Historic Landmark (NHL) district. The survey established a list of eligible resources for inclusion in the proposed St. Augustine Town Plan NHL district. In addition, an electronic copy of project GIS data layers showing all surveyed resources at least 50 years of age and a color overlay map depicting the newly surveyed structures and the previously recorded structures was submitted to the City of St. Augustine and the Florida Department of State Division of Historic Resources.

### *Architectural Survey of Anastasia Island, St. Johns County, FL*

Ms. Jenny Wolfe

City of St. Augustine

75 King Street, 4<sup>th</sup> Floor

St. Augustine, Florida 32084

(904) 209-4326

[jwolfe@citystaug.com](mailto:jwolfe@citystaug.com)

Duration: February 2015 – July 2015

Number of Resources Surveyed: 775

Cost: \$26,758.57

ESI completed an architectural survey of Anastasia Island for all buildings constructed prior to 1970. Over 800 structures were recorded during the investigation. The associated report included recommendations for future actions by the City of St. Augustine with regards to protecting significant resources and possible district or MPS listings in the NRHP.

### *City of Jacksonville Historic Structure Survey and National Register of Historic Places Nomination, Duval County, FL*

Mr. Christian Popoli, MURP

City of Jacksonville

214 North Hogan Street, Suite 300

Jacksonville, FL 32202

## Recent Project Experience of Similar Nature

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(904) 255-7852

Duration: 2014 – 2015

Number of Resources Surveyed: 179

Cost: \$13,815.00

From 2014 to 2015, ESI conducted a historic structures survey in downtown Jacksonville, Florida. The goal of the investigation was to update the inventory of historic structures recorded within the downtown Jacksonville area. The resulting survey was used as a planning tool to guide the City in establishing historic district boundaries. ESI worked with the City's staff within the Planning Department to finalize the district boundaries and prepared the application to the State of Florida Division of Historical Resources for a National Register District nomination. As a result, the first commercial historic district for the City of Jacksonville was approved and listed in the NRHP on May 2, 2016.

## Proposed Project Schedule

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Task 1. Engagement: ESI would like to schedule a conference call with the City within a week of notice to proceed

Task 2. Architectural Resources Survey: ESI will began working on the survey immediately after the notice to proceed is issued. The survey along with the FMSF forms will be completed by April 15, 2018.

Task 3. Historic Resource Master Plan: Once the fieldwork portion of the architectural resources survey is completed ESI will complete the Historic Resource Master Plan which will be completed by May 10, 2018.

Task 4. Reporting: ESI will provide a draft report for the Architectural Resources Survey by May 15, 2018. With Final report being delivered by June 1, 2018.

Litigation History

ESI is a multi-disciplinary firm offering numerous service lines in environmental, cultural and sustainability resources. None of ESI's litigation is against our cultural/historical service lines.

Lucas Fairways, LLC v. Environmental Services, Inc. Case No.: 16-2006-CA-003257, Div. CV-D.

Plaintiffs allege defendant's report was not timely causing loss of revenue. Demand is \$3,000,000.

Michael Cavendish, Esq.  
Gunster Yoakley & Steward, P.A.  
Counsel for Cross-Plaintiff Lucas Fairways, LLC

J. Cameron Story, III, Esq.  
Akerman Senterfitt  
Counsel for Plaintiff SunTrust Bank, North Florida N.A.

Christopher J. Greene, Esq.  
Brant, Abraham, Reiter, McCormick & Greene, P.A.  
Counsel for Defendant Environmental Services, Inc.

Lucas Fairways, LLC owner of Hidden Hills Country Club (project)  
SunTrust Bank, North Florida N.A., representative of Lucas Fairways on project  
200 W. Forsyth Street, 2<sup>nd</sup> Floor  
Jacksonville, FL 32202  
Phone 632-2874

*No recovery; still in litigation.*

Country Club of Mobile v. Meanders River Restoration, Inc., Environmental Services, Inc., CSA Group Inc., Meanders Construction Services, Inc., Don Williams Engineering, Inc., A, B, and C. Case No.: CV-2015-900366

Filed on February 5, 2015 in the Circuit Court of Mobile County, Alabama.

Alleges failure to comply with terms of contracts, failed to perform in accordance with the plans and specifications of the Stream Restoration projects, failed to properly design the Stream Restoration project, and failed to perform and render services in accordance with accepted industry standards, and fraudulently misrepresented material facts.

BURR & FORMAN LLP  
Attorneys for the Plaintiff

*Settled August 2016 in favor of the Plaintiff.*

Financial Statements

ESI's financial statements for 2015 and 2016 are in a sealed envelop labeled Financial Statements – Confidential. This information is confidential and not for public sharing.



**EXHIBIT "A"**

**ADDENDUM ACKNOWLEDGEMENT FORM**

Addendum #	Date Received
1 _____	1/11/18 _____
2 _____	1/17/18 _____
3 _____	1/22/18 _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**BIDDER:**

Environmental Services, Inc.  
(Company Name)

  
(Signature)

Brent Handley, VP/ Technical Director  
(Printed Name & Title)

**EXHIBIT "A"**

**PROJECT AGREEMENT**

Between

CITY OF MARATHON, FLORIDA

And

ENVIRONMENTAL SERVICES, INC.

for

Work Authorization No. PD 01-2018

Historic Preservation Survey and Master Plan

PROJECT AGREEMENT  
Between

THE CITY OF MARATHON, FLORIDA

And

ENVIRONMENTAL SERVICES, INC.

For

Work Authorization No. PD 01-2018

Historic Preservation Survey and Master Plan

Pursuant to the provisions contained in the "Continuing Services Agreement" between the CITY OF MARATHON, FLORIDA (the "CITY") and ENVIRONMENTAL SERVICES, INC., ("CONSULTANT") dated February 28, 2018, 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 engineering services to the CITY for the Project as described in the "Project Description" attached as 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 listed in Exhibit "2."

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**

CONSULTANT will assist the City with the documentation of historic structures within the City of Marathon. Additionally the CONSULTANT will assist the City by creating a Historic Resource Master Plan. A comprehensive windshield survey that will better define architectural styles and pocket districts as well as any possible multiple property listings. All the data gathered during this survey will support a better preservation plan and in turn identify geographic areas that have retained integrity and possess significance for a potential National Register or local district.

### **Deliverables will include:**

#### **Survey and Master Plan**

- Conduct the comprehensive windshield survey;
- Identify several periods or themes that may be the basis of our survey; which included Tourism and Fishing, the Flagler Period, the Growth Period ('50-'60), the Aqueduct Bldgs., and roadside Hotels/Motels.
- The comprehensive windshield survey to the scope which will allow us to identify these resources by category and break down the data in a general inventory list.
- Focus on one to three geographic areas that have a stronger context and significance such as "Little Venice" which has approximately 150+ resources that fall between 1950-1969.
- Assist City in response to technical questions from citizens.
- All the data gathered during this survey will support a better preservation plan and in turn identify geographic areas that have retained integrity and possess significance for a potential NR or local district.

## **SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect two years, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The City Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 180 days. No further extensions of this Agreement shall be effective unless authorized by the CITY Council.

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the CITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of

Commencement. CONSULTANT must receive written notice from the City Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the "Scope of Services and Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

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

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

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

#### **SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" **\$ 40,000.**

#### **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

##### **5.1 Invoices**

5.1.1 **Hourly Not To Exceed Rate.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the personnel performing the work, the time

worked and the total billing in accordance with the Payment Schedule set forth in Exhibit "3", to this Project Agreement. Invoices will show the total amount billed against this work authorization and shall not exceed the not-to-exceed amount without authorization from the City. The CITY shall pay CONSULTANT within thirty (30) calendar days of approval by the City Manager of any invoices submitted by CONSULTANT to the CITY.

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

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

5.4 **Retainage.** The CITY reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT for the design until the design is completed. Said retainage may be withheld at the sole discretion of the City Manager 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 thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provisions of Section 6.2 shall apply.

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

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONSULTANT's work product shall become the property of the CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the CITY'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the CITY.

6.4 **Suspension for Convenience.** The CITY shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

## **SECTION 7. COMPLIANCE WITH LAW**

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

**7.2 ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL:** The Contractor shall allow access by the grantee, 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.

## **SECTION 8. ACCESS TO PUBLIC RECORDS**

**8.1 PUBLIC RECORDS:** The Contractor shall comply with the applicable provisions of Chapter 19, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 19, Florida Statutes. If the contractor has questions regarding the application of Chapter 19, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at [Cityclerk@ci.marathon.fl.us](mailto:Cityclerk@ci.marathon.fl.us) or 305-743-0033.

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL  
EMPLOYEE OR AGENT MAY NOT BE HELD  
INDIVIDUALLY LIABLE FOR ANY NEGLIGENCE.

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ATTEST:

Diane Clavier

Diane Clavier, City Clerk

CITY OF MARATHON

By:

Charles Lindsey

Charles Lindsey, City Manager

Date:

March 23, 2018

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

David Migut

David Migut, City Attorney

ATTEST:

ENVIRONMENTAL SERVICES, INC.

By:

Shades Robinson CEO for

Brent M. Handley, Vice President

Date:

March 26, 2018

## Exhibit "1"

### **Project Description**

Environmental Services, Inc. will assist the City with the documentation of historic structures within the City of Marathon. Additionally the CONSULTANT will assist the City by creating a Historic Resource Master Plan. A comprehensive windshield survey that will better define architectural styles and pocket districts as well as any possible multiple property listings. All the data gathered during this survey will support a better preservation plan and in turn identify geographic areas that have retained integrity and possess significance for a potential National Register or local district.

#### **Deliverables will include:**

##### Survey and Master Plan

- Conduct the comprehensive windshield survey;
- Identify several periods or themes that may be the basis of our survey; which included Tourism and Fishing, the Flagler Period, the Growth Period ('50-'60), the Aqueduct Bldgs., and roadside Hotels/Motels.
- The comprehensive windshield survey to the scope which will allow us to identify these resources by category and break down the data in a general inventory list.
- Focus on one to three geographic areas that have a stronger context and significance such as "Little Venice" which has approximately 150+ resources that fall between 1950-1969.
- Assist City in response to technical questions from citizens.
- All the data gathered during this survey will support a better preservation plan and in turn identify geographic areas that have retained integrity and possess significance for a potential NR or local district.

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**Exhibit “2”**

**Scope of Services and Project Schedule**

**Description**

See Exhibit 1

**Anticipated Project Schedule**

CONSULTANT will begin work upon execution of this Work Authorization.

<b><i>Task</i></b>	<b><i>Completion Time</i></b>
Engagement	7 days from Notice to Proceed
Windshield Survey	April 15, 2018
Historic Resource Master Plan	May 10, 2018
Reports	June 1, 2018

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**EXHIBIT "3"**

**Payment Schedule**

**Historic Preservation Survey and Master Plan**

*All work to be performed and paid according to the percentage completion of the Work. Applications for Payment will be submitted with a detailed account of tasks performed.*

<b>TOTAL NOT TO EXCEED FEE</b>	<b>\$40,000.00</b>
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