

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-20**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A FOURTH AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND GONZALEZ BROTHERS LANDSCAPING, INC. FOR LANDSCAPING AND FACILITIES MAINTENANCE SERVICES TO ADD MAINTENANCE OF FIRE STATIONS 14 AND 15, OCEANFRONT AND JESSE HOBBS PARKS FOR A CONTRACT INCREASE OF \$57,600.00 ANNUALLY FOR A REVISED TOTAL CONTRACT AMOUNT OF \$488,000.00; AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT AND APPROPRIATING FUNDS ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in 2007 the City of Marathon, Florida (the "City") and Gonzalez Landscaping, Inc. ("Gonzalez") entered into a contract for landscaping and facilities maintenance at all of the City's parks and beaches (the "Contract"); and

WHEREAS, in 2009 the Contract was modified and extended by the City, and in 2011 the Contract was extended until September 30, 2013 (the "First Amendment"); and

WHEREAS, in 2013 the Contract was modified and extended by the City to September 30, 2015, as reflected in the Second Amendment to the Contract (the "Second Amendment"); and

WHEREAS, in 2013 the City and Contractor entered into a Third Amendment to the Contract that added locations and an updated scope of services (the "Third Amendment"); and

WHEREAS, a copy of the Contract, the First Amendment, the Second Amendment and the Third Amendment are attached hereto as composite Exhibit "A;" and

WHEREAS, the City and Gonzalez desire to amend the Contract, as reflected in the Fourth Amendment to the Contract as set forth herein and attached hereto as Exhibit "B."

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 Fourth Amendment between the City and Gonzalez, a copy of which is attached hereto as Exhibit "B", is hereby approved. The Acting City Manager is authorized to execute the Fourth Amendment 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 11th DAY OF MARCH, 2014.

THE CITY OF MARATHON, FLORIDA



Dick Ramsay, Mayor

AYES: Bull, Senmartin, Keating, Ramsay
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

Sponsored by: Puto

CITY OF MARATHON, FLORIDA
RESOLUTION 2007-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH GONZALEZ BROTHERS LANDSCAPING, INC., FOR LANDSCAPE AND FACILITIES MAINTENANCE OF CITY PARKS IN AN AMOUNT NOT TO EXCEED \$350,000; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City published an invitation to bid for landscape and facilities maintenance of City parks with the bid opening on June 22, 2007; and

WHEREAS, facilities maintenance was broken down into three smaller contracts to enable smaller contractors to bid on the work or a total bid of all the parks could be submitted; and

WHEREAS, Gonzalez Brothers Landscaping, Inc. was the sole bidder, whose bid came in at \$350,000 annually as a total bid for Marathon Community Park, Marathon Marina, Sombrero Beach, Coco Plum Beach, Rotary Park, and Jesse Hobbs Park. All insurance and licenses are in order as required in the bid documents; and

WHEREAS, the terms of the contract are an initial two (2) year term with two (2) additional one (1) year extensions. As this contractor is under contract with the City at this time, this new contract will not commence until October 1, 2007.

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

Section 1. The City Council hereby approves the Contract between Gonzalez Landscaping, Inc. and the City, a copy of which is attached hereto as Exhibit "A," for landscape and facilities maintenance for Marathon Community Park, Marathon Marina, Sombrero Beach, Coco Plum Beach, Rotary Park, and Jesse Hobbs Park in the amount of \$350,000, 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.

Section 2. The City Manager is authorized to execute the contract 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 14th day of August, 2007

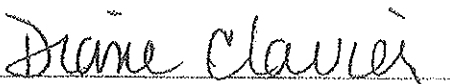
THE CITY OF MARATHON, FLORIDA



Christopher M. Bull, Mayor

AYES: Cinque, Tempest, Vasil, Worthington, Bull
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

SECTION 2
CONTRACT

THIS CONTRACT is made this 14 day of August, 2007 by and between the City of Marathon, Florida (the "City") and Gonzalez Brothers Landscaping Inc., (the "Contractor").

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

- 2.1. **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.
- 2.2. **COMPENSATION/PAYMENT**-
 - 2.2.1. 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.
 - 2.2.2. 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.
 - 2.2.3. The Contractor shall be compensated at the unit prices specified in the Bid Schedule based upon the actual Work completed for the month.
 - 2.2.4. Upon proposal requested by City Manager or designee, the Contractor may perform additional services as needed.
 - 2.2.5. In the event of a major storm or act of god, the Contractor shall provide a proposal to the City Manager or designee , to return the park or beach to its normal condition.
- 2.3. **TERM**- This Agreement shall be effective upon Notice to Proceed and shall continue through September 30, 2009. The City may, at it's sole option, extend this Agreement on the same terms and conditions for two additional one (1) year terms. Such extension shall be effective upon receipt of a written notice from the City to the Contractor received no later than 30 days prior to the date of termination.
- 2.4. **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.
- 2.5. **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.

2.6. 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:

2.6.1. 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.

2.6.2. 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.

2.6.3. 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.

2.6.4. 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.

2.7. INDEMNIFICATION-

2.7.1. 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.

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

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

2.7.4. The City has provided specific consideration for the indemnification of \$100.00 from the sums due to the Contractor under this Agreement.

2.7.5. 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.

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

Instructions to Bidders;
All Addendums;
Contract Agreement;
Proposal;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Insurance Certificates
F.D.E.P. Permit
Licenses

2.9. CONTRACTOR'S EMPLOYEES-

2.9.1. The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

2.9.2. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

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

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

2.10. 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. Specific equipment needed for individual parks will be noted under that parks scope of work.

2.11. INSURANCE-The Contractor shall provide and maintain during the life of this Agreement the following coverages.

2.11.1. "Worker's Compensation Insurance" in amounts as specified by Florida Law.

2.11.2. Comprehensive and general liability and auto insurance policies. Insurance shall be provided with a limit of \$2,000,000.00 in each of three policies as follows:

a. Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard. The City shall be named as additional insured.

b. Comprehensive Auto Liability Insurance. The City shall be named as an additional insured.

c. Contractual Liability Insurance. The City shall be named as additional insured.

2.11.3. All insurance shall be obtained from companies that are licensed and authorized to do business in the State of Florida.

2.11.4. At the time of execution of this Agreement, the Contractor will file with the City certificates of such insurance that are acceptable to the City. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City.

2.12. 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 subcontractor 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.

2.13. TERMINATION-

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

- 2.13.2. 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.
- 2.13.3. 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.
- 2.13.4. The City may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.
- 2.14. **CHOICE OF LAW**- This contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.
- 2.15. **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.
- 2.16. **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.
- 2.17. **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.
- 2.18. **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.
- 2.19. **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.
- 2.20. **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.
- 2.21. **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:

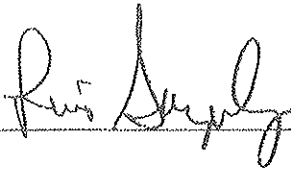
City:

City of Marathon
10045-55 Overseas Highway
Marathon, FL 33050

Attention: City Manager

Contractor:

Gonzalez Brothers Landscaping Inc.
P.O. Box 501740
Marathon, Florida 33050

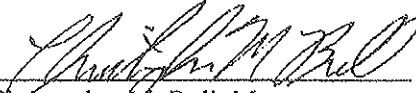


IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

CITY OF MARATHON

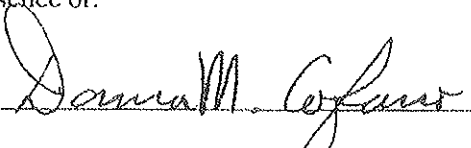
By: 
Diane Clavier, City Clerk

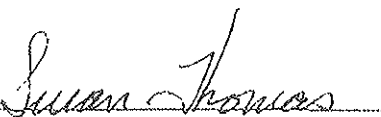
By: 
Christopher M. Bull, Mayor

By: 
City Attorney

Signed, sealed and witnessed in the presence of:

* As to Contractor:

By: 

By: 

(* 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.

RESOLUTION AND AUTHORIZATION
TO PLACE BID WITH CITY OF MARATHON


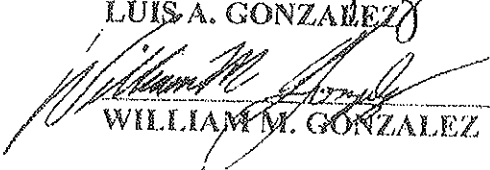
GONZALEZ BROTHERS LANDSCAPING, INC.
P.O. Box 501740
Marathon, FL 33050

City of Marathon:

This Resolution and Authorization is executed and delivered to City of Marathon, Florida, on the date set forth below by the named entity, in order to authorize the individuals identified to execute and deliver on behalf of the entity both this Resolution and any other agreements or documents which the City of Marathon may require with respect to the submitting of any bid or performing any services to be provided to the City of Marathon.

At a meeting duly called for the purposes set forth herein, after proper notice, it was RESOLVED that each of the undersigned as either officer, owner, principal, or other authorized individual may take all action required on behalf of the entity for execution and delivery of this Resolution and any other agreements or documents which the City of Marathon may require from time to time with respect to submitting bids for the City of Marathon Landscaping Facility Maintenance or any other bids or services submitted or performed for the City of Marathon.

It is further RESOLVED that after consideration of the bids provided to the City of Marathon, Gonzalez Brothers Landscaping, Inc. has determined to authorize the following individuals to act on its behalf:

Authorized:	Title
 _____ LUIS A. GONZALEZ	President
 _____ WILLIAM M. GONZALEZ	Vice-President

Each of the undersigned, for themselves and on behalf of the entity, acknowledge that upon execution and delivery of this Resolution, the named individuals may from time to time submit bids to the City of Marathon, and each of the individuals identified above is authorized by this Resolution to act on behalf of the entity for the provision of services to the City of Marathon. This Resolution will remain in full force and effect and may be relied upon by the City of Marathon until the entity provides written notification of any change.

Sponsored by: Hernstadt

CITY OF MARATHON, FLORIDA
RESOLUTION 2013-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A THIRD AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND GONZALEZ BROTHERS LANDSCAPING, INC. FOR LANDSCAPING AND FACILITIES MAINTENANCE SERVICES TO ADD MAINTENANCE OF SIX (6) WASTEWATER TREATMENT FACILITIES FOR A CONTRACT INCREASE OF \$72,000 ANNUALLY FOR A REVISED TOTAL CONTRACT AMOUNT OF \$430,400; AUTHORIZING THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in 2007 the City of Marathon, Florida (the "City") and Gonzalez Landscaping, Inc. ("Gonzalez") entered into a contract for landscaping and facilities maintenance at all of the City's parks and beaches (the "Contract"); and

WHEREAS, in 2009 the Contract was modified and extended by the City, and in 2011 the Contract was extended until September 30, 2013; and

WHEREAS, in 2013 the Contract was modified and extended by the City to September 30, 2015, as reflected in the Second Amendment to the Contract; and

WHEREAS, the City and Gonzalez desire to amend and extend the Contract, as reflected in the Third Amendment to the Contract as set forth herein.

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

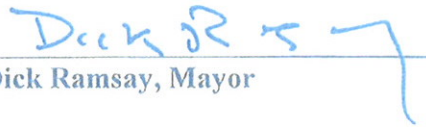
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Third Amendment between the City and Gonzalez, a copy of which is attached hereto as "Exhibit A", is hereby approved. The City Manager is authorized to execute the Third Amendment 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 26th DAY OF NOVEMBER, 2013.

THE CITY OF MARATHON, FLORIDA


Dick Ramsay, Mayor

AYES: Bull, Keating, Senmartin, Snead, Ramsay
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

THIRD AMENDMENT TO CONTRACT
FOR
LANDSCAPE AND FACILITIES MAINTENANCE SERVICES

This Third Amendment to the Contract for Landscape and Facilities Maintenance Services (the "Third Amendment") made and entered into this 26th day of November 2013 between the City of Marathon, Florida, a municipal corporation organized and existing under the laws of the State of Florida, with its address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as "City") and Gonzalez Landscaping Brothers, Inc., a Florida corporation, with its address at P.O. Box 501740, Marathon, Florida 33050 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on August 14, 2007, the City and Contractor entered into a Contract for Landscape and Facilities Maintenance Services (the "Contract"), a copy of which is attached to this Third Amendment as Exhibit "A"; and

WHEREAS, on July 14, 2009 the City and Contractor modified the Contract by a Change Order, a copy of which is attached to this Third Amendment as Exhibit "B"; and

WHEREAS, in 2011 the City and Contractor entered into a First Amendment to the Contract that extended the Contract until September 30, 2013, a copy of which is attached to this Third Amendment as Exhibit "C"; and

WHEREAS, in 2013 the City and Contractor entered into a Second Amendment to the Contract that extended the Contract until September 30, 2015, a copy of which is attached to this Third Amendment as Exhibit "D"; and

WHEREAS, the City and Contractor desire to further amend the Contract as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Third Amendment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement to read as follows:

Section 2.2 Compensation/Payment is hereby revised.

Section 2.2.3 is revised as follows:

The Contractor shall be compensated at the unit-prices specified in the Bid-Schedule original contract and Amendments 1, 2 and 3 based-upon-the-actual-work-completed-for-the-month. Total contract amount through Amendment 3 is revised from \$358,400 to \$430,400.

Section 2.2.4 is revised as follows:

Upon proposal requested by City Manager or designee, the Contractor may perform additional services needed. Additional scope and locations are hereby added to the contract. Scope of Work - Landscape Maintenance for Wastewater Facilities is added (following table).

Scope of Work - Landscape Maintenance for Wastewater Facilities

"	<u>Mow and edge approximately 400 sq ft grass</u>			<u>Every two weeks</u>	
"	<u>Remove weeds, vines, exotics from fence line</u>			<u>As required</u>	
"	<u>Trim shrubs at vehicle driveway and pedestrian access locations, gates and fence lines</u>			<u>As required</u>	
"	<u>Cut and Remove Brown Palm Fronds and Seed Pods from Sabal Palms (22), Thatch Palms (5)</u>			<u>As required</u>	
"	<u>Stain Leaf trees (21) treat with pesticide</u>			<u>As required</u>	
			<u>140</u>	<u>Frequency</u>	<u>Amount</u>
5	<u>SA 4</u>	<u>Sombrero</u>	<u>Sombrero</u>		<u>\$1000 per month</u>
	<u>WWTP</u>	<u>Wastewater Facility</u>	<u>Beach Rd</u>		
"	<u>Mow and edge approximately 700 sq ft grass</u>			<u>Every two weeks</u>	
"	<u>Remove weeds, invasive grasses, vines, exotics from fence line</u>			<u>As required</u>	
"	<u>Trim shrubs at vehicle driveway and pedestrian access locations, gates and fence lines</u>			<u>As required</u>	
"	<u>Cut and Remove Brown Palm Fronds and Seed Pods from Sabal Palms (15), Thatch Palms (6)</u>			<u>As required</u>	
"	<u>Trim 300 ft green buttonwood, cocoplum, pitch apple along rear driveway - trim 6 feet back</u>			<u>As required</u>	
"	<u>Winn Dixie side – mow grass and trim 50 ft cocoplum, along driveway</u>			<u>As required</u>	
			<u>4095</u>	<u>Frequency</u>	<u>Amount</u>
6	<u>SA 3</u>	<u>Old Towne</u>	<u>Overseas</u>		<u>\$1000 per month</u>
	<u>WWTP</u>	<u>Wastewater Facility</u>	<u>Hwy</u>		
"	<u>Mow and edge approximately 1200 sq ft grass in retention pond unless covered with water</u>			<u>Every two weeks</u>	
"	<u>Remove weeds, invasive grasses, vines, exotics from fence line</u>			<u>As required</u>	
"	<u>Trim shrubs at gate entrance</u>			<u>As required</u>	
"	<u>Remove dead trees</u>			<u>As required</u>	
"	<u>Cut and Remove Brown Palm Fronds and Seed Pods from Sabal Palms (27), Thatch Palms (37) Dead branches from Gumbo Limbo (38)</u>			<u>As required</u>	

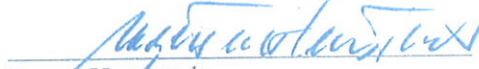
IN WITNESS WHEREOF, City and Contractor have set their hands and seals,
as of the day and year first above written.

Attest:

City Of Marathon, Florida

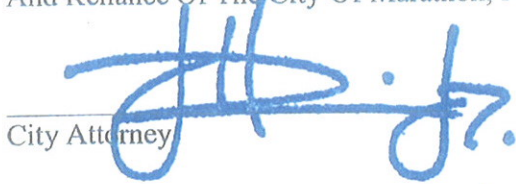


Diane Clavier
City Clerk




Roger Hernstadt
City Manager

Approved As To Form And Legality For The Use
And Reliance Of The City Of Marathon, Florida Only:


City Attorney

Gonzalez Brothers Landscaping, Inc.


Luis A. Gonzalez
President

Sponsored by: Council

CITY OF MARATHON, FLORIDA
RESOLUTION 2013-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A SECOND AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND GONZALEZ BROTHERS LANDSCAPING, INC. FOR LANDSCAPING AND FACILITIES MAINTENANCE SERVICES TO EXTEND SAME FOR A TWO YEAR PERIOD WITH AN OPTIONAL 2 YEAR RENEWAL; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in 2007 the City of Marathon, Florida (the "City") and Gonzalez Landscaping, Inc. ("Gonzalez") entered into a contract for landscaping and facilities maintenance at all of the City's parks and beaches (the "Contract"); and

WHEREAS, in 2009 the Contract was modified and extended by the City, and in 2011 the Contract was extended until September 30, 2013; and

WHEREAS, the City and Gonzalez desire to amend and extend the Contract, as reflected in the Second Amendment to the Contract as set forth herein.

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 Second Amendment between the City and Gonzalez, a copy of which is attached hereto as "Exhibit A", is hereby approved. The City Manager is authorized to execute the Second Amendment 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 11th DAY OF JUNE, 2013.

THE CITY OF MARATHON, FLORIDA


Mike Cinque, Mayor

AYES: Bull, Keating, Ramsay, Snead, Cinque
NOES: None
ABSENT: None
ABSTAIN: None

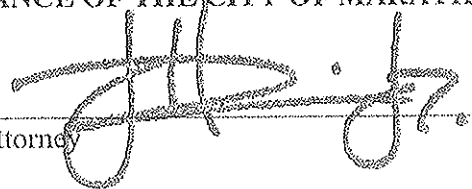
ATTEST:



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

SECOND AMENDMENT TO CONTRACT
FOR
LANDSCAPE AND FACILITIES MAINTENANCE SERVICES

This Second Amendment to the Contract for Landscape and Facilities Maintenance Services (the "Second Amendment") made and entered into this 11th day of June 2013 between the City of Marathon, Florida, a municipal corporation organized and existing under the laws of the State of Florida, with its address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as "City") and Gonzalez Landscaping Brothers, Inc., a Florida corporation, with its address at P.O. Box 501740, Marathon, Florida 33050 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on August 14, 2007, the City and Contractor entered into a Contract for Landscape and Facilities Maintenance Services (the "Contract"), attached as Exhibit "A;" and

WHEREAS, on July 14, 2009 the City and Contractor modified the Contract by a Change Order, attached as Exhibit "B"; and

WHEREAS, in 2011 the City and Contractor entered into a First Amendment to the Contract (the "First Amendment"), attached as Exhibit "C" that extended the Contract until September 30, 2013; and

WHEREAS, the City and Contractor desire to further amend the Contract as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Second Amendment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement to read as follows:

Section 1. Amendment to Section 2.3 of the Contract

2.3 TERM:

This Contract shall continue through September 30, ~~2013~~ 2015. The City may, at its sole option, extend this Contract on the same terms and conditions for an additional two (2) year term. Such extension shall be effective upon written notice from the City to the Contractor received no later than 30 days prior to the date of termination.

Section 4. Amendment to Section 4 of the Contract

Detailed Scope is replaced in entirety as follows with no change to contract pricing:

The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete

Landscape and Facilities Maintenance Services. Existing Facilities serviced include: Marathon Community Park, Sombrero Beach Park, Coco Plum Beach Park, Rotary Park, Jesse Hobbs Park and 33rd Street Boat Ramp.

Fertilization

- a. All Turf Areas March and September 24-5-11 (@ 5lbs. Per 1000 square feet; May and July 14-4-14 with insecticide @ 6lbs. Per 1000 square feet; December 21-0-0 @ 4.5 lbs. per 1000 square feet. Fertilizer to be completed and shall include microelements such as Mg, Mn, Cu, Zn, S, and Mo. The Contractor shall submit a fertilizer label to the City representative for approval prior to application. No changes or substitutions will be permitted unless approval of the City representative is secured. Add 2 additional applications per year.
- b. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to see that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the Contractor to determine specific needs and requirements and notify the City representative when these additional applications are needed and being executed.
- c. Fertilizers containing iron shall be removed from curbs, roads, walks, and driveways to avoid staining before the sprinklers are activated after application of the fertilizer.
- d. The complete fertilizers specified shall contain a combination of soluble nitrogen and W.I.N. nitrogen. Such fertilizer shall be watered in promptly after application.
- e. Provide 2 soil test samples per year in July and November to determine whether changes in the fertilizer pH or fertilizer formulations are indicated. The test results shall be given to the City representative and the Monroe County Horticultural Agent for review. If it is determined, by the City representative after this review, that the pH or fertilizer formulations should be changed, the City will so advise the Contractor in writing and the Contractor shall implement such change at the Contractor's expense within 2 weeks of receipt of said notice.
- f. The method of application of fertilizer shall be the responsibility of the Contractor. If any turf is badly damaged or killed by excessive fertilizer, it shall be replaced by the Contractor at its expense.
- g. Annual grassy weeds shall be controlled by pre-emergent herbicides applied before seed germination begins.
- h. Annual grasses, annual broadleaf weeds, perennial broadleaf weeds and sedges may be treated in Bahia turf with post-emergent herbicides.
- i. No spraying for weeds in either type of turf may be done when there is any danger of winds causing a spray drift into surrounding plants.

j. Weed control elsewhere than in turf. The Contractor shall keep all planted areas free of weeds at all times. This includes the bases of trees and shrubs, beds, and borders. In general, weeds shall be removed by hand from these areas. Chemicals which may cause plant injury, decline or death shall not be used. Granular Balan and Ronstar G under some circumstance may be used for pre-emergent control after weeds have been removed by hand.

k. Mechanical treatment may be necessary if and when directed by the City representative.

Insect and Pest Control

a. An insect and pest control program designed to prevent damage to Bahia and St. Augustine turf will be provided by the Contractor on an "as needed" basis or whenever requested by the City representative. Particular attention to damage by mole crickets, sod web worms, and army worms will require that control programs be initiated promptly. Restricted chemicals may be used only by a certified pest control operator.

b. Infestations by other insects and pests shall be controlled by chemicals approved by the City representative prior to their use. Amdro shall be used on fire ants, Diazinon, Talstar and Sevin Dust 80% WP shall be used when needed on other species of ants. Diazinon, Oftanol and Talstar are approved for use on chiggers, fleas, ticks, and other insects. Diazinon and Talstar may also be used on white grubs, billbugs, spittlebugs, millipedes, earwigs, sowbugs. The earwig should not be sprayed if possible as it is a useful predator of lawn caterpillars. There are many chemical controls available. The Contractor may propose the use of other chemicals for approval by the City representative.

c. Trees and Shrubs - When insects such as scales, stinging caterpillars, hornworms, mealy bugs, spittlebugs, beetles, grasshoppers, katydids, leaf minors, leaf rollers, borers or others are detected and are reaching damaging levels on landscape plants, the Contractor shall apply the appropriate control measures. These may be general purpose sprays or systemic insecticides and their selection shall be related to the way they damage plants. The chemical selected shall control the target pest and be safe to use on the host plant. It is not necessary always to spray to control insect or mite populations. Whenever possible use a mechanical control method, biological controls or other non-chemical methods. The number of sprays per year needed cannot be predicted. Some plants will require repeated sprays to control scale or caterpillars. The Contractor shall plan for a minimum of two sprays for all plants as an average.

Disease control

a. Since diseases are easier to prevent than control, the Contractor shall apply at least three sprays per year to all plants known to be susceptible to the most common disease such as: Brown Patch, Dollar Spot, Gray Leaf Spot, Ruse and Helmenthosporium of St. Augustine. Fungicides approved by the City representative shall be used by the Contractor include: Daconil, Fore, Terson

1991, Thiram, Terraclor, Dyrene and Terson LSR, and Contractor will inspect weekly for turf grass disease and shall spray on an "as needed" basis. The City's representative to be informed on all activities or problems.

b. Tree and shrub fungicides shall be applied to assist in prevention of diseases on susceptible species. In some cases sprays or injections will be applied to combat other living agents such as bacteria, viruses, microplasmas, algae, nematodes, or viroids. The best method of control shall be used by the Contractor for the given situation. The most important consideration when combating disease is to have the spray on the plant before infection takes place; most fungicides are protectants not eradicants.

c. Diseases which commonly attack plants include: Botrytis Blight, Bacterial Wilt, Brown Gall, Mushroom Root Rot, Powdery Mildews, Pythium Root Rots, Thizonctonia Stem Rot, Sclerotonea Rot, and Southern Wilt. The Contractor shall apply preventative sprays such as Beomyl (Benlate), copper sulfate or Daconil as protectant sprays on an "as needed" basis.

d. If diseases are diagnosed which have no known method of control, the City representative shall be notified promptly. If the disease is confirmed, the plant shall be removed and destroyed off site. In some cases, the Contractor shall remove infected soil and replace with new soil before replacing the diseased plant.

e. Other chemicals to control or prevent disease may be used on selected plants.

f. The Contractor shall assume full responsibility for spray damage to plants. It or its applicator shall be properly trained and licensed for commercial spraying. A photocopy of the applicator's license shall be provided. Disease of Sabals includes leaf scab, Phytophthora Bud Rot, Black Mildew, and Manganese. The Contractor shall take prompt action to control these conditions either by spraying with appropriate chemicals such as Copper sulfate, Zineb, Tru Ban, and Benlate or in the case of Manganese deficiency either by applying Manganese to the soil or applying it as a one percent foliar spray.

Shrubs, Trees, Palms, and Annuals Fertilization

a. The Contractor shall fertilize all trees, palms, shrubs, ground covers and annuals to maintain them in a healthy growing condition, free from symptoms of nutritional deficiency or undesirable appearance.

b. The number of fertilizer applications per year for shrubs, trees, and palms will normally be two (2) but annuals may require more applications as noted below.

c. A complete acid fertilizer such as an 8-4-8 organic with micro nutrients shall be applied in February, and September and at such other times as required by the City.

Landscape Trees and Plantings shall be fertilized as follows:

a. Annuals - Apply 1 lb. Per 25 square feet of 14-12-14 analysis slow release every 3 months or as needed and follow at two week intervals with the application of 20-20-20 liquid fertilizer, at rates directed by the manufacturer.

b. Shrubs and Ground Covers- May and November; Apply 1/2 lb. Of 8-10-10 analysis fertilizer per plant.

c. Medium Shrubs- May and November; Apply 3/4 - 1 lb. Of 8-10-10 analysis fertilizer per plant.

d. Large Shrubs- May and November; Apply 1 3/4 - 2 lb. Of 8-10-10 analysis fertilizer per plant.

e. Distribution. The fertilizer shall be well scattered in an area from halfway between the stem and the drip line of the circumference. The fertilizer shall be distributed as evenly as possible by hand or by special mechanical applicator. The Contractor shall apply fertilizers to plants which are turgid and shall water-in the fertilizer promptly and thoroughly after application. Fertilizer which lands on leaves shall be shaken off or hosed off leaves.

f. Palms- May and November; apply a 13-3-13 analysis fertilizer at the rate of one pound per foot of clear trunk (5 to 10 pounds, maximum).

g. Trees- May and November; Apply a 8-10-10 analysis fertilizer at the rate of 1 to 2 lbs. per inch of diameter for trees 6 inches or less and 2 to 4 lbs. per inch of diameter for trees 6 inches or more. Do not fertilize within 2 feet of the trunk of a small tree or within 4 feet of a trunk of a large tree.

h. Distribution- The hole or punch-bar method is required for applying fertilizer to tree and palms. The holes should be as close to a foot deep as possible, one to two inches in diameter and two feet apart, extending about two feet past the drip line of the tree or palm. Fill holes with fertilizer after having established amount as herein before specified.

i. Not less than seventy-two (72) hours prior to the application or placement of any fertilizer, the Contractor shall notify the City representative of the time and date that the Contractor will apply fertilizers.

Pruning

a. All pruning shall be performed as required to maintain the natural shape and characteristics of the plant species. The City representative shall be made aware of all pruning activities.

b. Pruning shall also include removal of trees, palms, shrubs, or ground covers that are dead, broken or diseased. When diseased plant material is removed, the cut should be made well into healthy plant tissue or the plant totally removed.

- c. Pruning shall include the removal of inward growing branches, water suckers and crossing or rubbing branches. The crossing branch facing inward will generally be selected for removal.
- d. Major pruning shall be done by the Contractor to shape individual plant species and/or to renew the vigor of the particular plant species.
- e. Prune all trees in January, in accordance with pruning standards for shade trees as prescribed by the National Arborists Association.
- f. Starting the week after the traditional Easter Holiday, trim all ornamental grasses (Fountain, Fakahatchee etc.) to the ground.
- g. Follow the completion of the ornamental grass pruning with pruning on Philodendrum, Pittosporum, Sea Grapes, Bouganvillia, Silver Buttonwood, Coco Plum, Jasmine, Liriope, and Purple Queen and other non-flowering shrub species. As soon as the major flowering of the Oleander species has been completed in late spring, any necessary required pruning should occur.
- h. Palms and related plants shall be pruned in August and early September. Pruning shall require the removal of all fronds as close to the trunk as possible when they are brown on the tips or when the fronds are infested with the leaf scarifier. Dead and live inflorescence shall be removed at the same time. Do not remove all green healthy fronds (just to make it easier to reach dead fruiting stalks or emerging florescence) and avoid nicking the petioles of adjacent healthy fronds. Unsightly dead fronds that occur at other times of the year shall be removed immediately.
- i. An additional trim, to the ground, of the ornamental grass may be required in September.
- j. When major pruning begins on a particular species of plant, it shall continue until all plants of that species have been pruned within the City subject to this Contract.
- k. Minor pruning shall occur throughout the year to keep individual plants within desired limits on an "as needed" basis.
- l. The Contractor shall prune vertical growth at a 45 degree angle. Branches shall be removed flush with the trunk.
- m. The Contractor is required to remove all pruned materials and debris from the site each day.
- n. Plant materials shall be trimmed on a regular basis from around landscape lighting accent fixtures and signage.

Special Requirements

a. All tree bracing systems shall be checked regularly and tightened or removed as needed.

b. Mulch shall be replenished in November, February, May, and August, or at the City's request as it deteriorates, is blown, washed away, or becomes unsightly. Mulch shall be Grade "B" Dark Red Shredded Cypress. Mulch shall be kept one foot away from the base of all trees and palm trunks and six inches away from the base of all shrub stems. The depth of mulch in no case shall be greater than a three inch depth. If mulch build up occurs greater than three inches in depth, the existing mulch shall be removed and the area re-mulched to the proper three inch depth.

c. Seasonal Planting - All seasonal plantings shall be maintained by the Contractor in the following manner: Soil Bed Preparation:

1. Remove all grass, weeds, stones, and other debris from seasonal color beds.

2. Treat all beds for nematodes with Clandosan (or approved equal). Apply accordingly to label directions.

3. Apply four pounds 8-4-8 acid fertilizer per 100 sq. feet of bed area. Spade, roto- till or otherwise mix well until uniform and level off.

4. Test soil pH. Soil pH needs to be 5.5 to 7.0, correct with sulfur to lower pH as needed.

d. Plantings - Seasonal plantings are installed once per year. Plant material being installed shall be a minimum of 4 ½ " container and in a condition acceptable to the resident project representative.

e. Fertilizing

1. Fertilize with a soluble 20-20-20 fertilizer every two weeks mixed at the rate as directed on the label.

2. Soluble salts should be checked on a regular basis to ensure that roots will not be damaged by excessive fertilizer applications.

f. Watering - Watering needs to be performed about as often as turf needs to be watered. Monitor for possible additional watering requirements.

g. Weeding - Remove all weeds weekly so they do not compete for water and nutrients.

h. Insect and Disease Control - Check weekly for insects and possible disease, and follow through with the appropriate treatments.

i. Trash removal and litter pick-up - The City will provide a dumpster for the disposal of trash and litter collected within the City's parks and boat launches. The dumpsters will be available at the Sombrero Beach Park, the City Marina and the Community Park.

j. Skate Park Maintenance

1. Includes daily inspections and minor corrective actions.
2. Daily trash pick-up and litter removal.

COMMUNITY PARK AND MARINA

(all supplies provided by Contractor unless otherwise noted)

Community Park

- a. Open restrooms daily at 7:00 a.m. -- Close at 10:00 p.m.
- b. Clean and restock restroom daily.
- c. Open tennis courts daily at 7:00 a.m. -- Close at 10:00 p.m.
- d. Blow tennis courts daily.
- e. Open basketball courts daily at 7:00 a.m. -- Close at 10:00 p.m.
- f. Open baseball fields daily at 7:00 a.m. -- Close at 10:00 p.m.
- g. Cut and vacuum grass on baseball fields and soccer fields twice weekly.
- h. Fertilize baseball and soccer fields quarterly.
- i. Aerate and sand baseball fields twice yearly.
- j. Drag and line baseball fields.
- k. Maintain baseball foul line-paint on grass. Drag and line baseball fields four (4) times per week during baseball season (may include Switlik field -- will include additional linings as needed at Parks & Recreation request).
- l. Replenish Grade A clay on baseball field as needed.
- m. Paint bases as needed on baseball fields.
- n. Weed baseball and soccer fields continually.
- o. Weed all beds and trim trees. Remove dead trees as needed.
- p. Replace red mulch as needed to maintain 3" depth in all beds.
- q. Blow all walkways daily to include dugouts, bleacher area and parking lots.
- r. Blow playground and check for safety continually; notify City of any problems.
- s. Change all garbage cans daily.
- t. Monitor and remove all invasive exotics from park.
- u. Walk park daily, identify ant beds and destroy.
- v. Replenish sand in playground annually.
- w. Blow pavilions daily. Hose and bleach pavilions 2 times per month.
- x. Blow skate park daily.
- y. Clean up after any scheduled City functions.
- z. Keep dumpster area clean.
- aa. Keep all irrigation access valve covers grass free.
- bb. Check and replenish doggie refuse bags as needed.
- cc. Keep sewer treatment plant and lift station weeded.
- dd. Remove coconuts from palms.

- ee. Maintain all grass area-cut. Weed and edge every 10 – 12 days.
- ff. Grass clippings are to be collected during the mowing operation and removed from the areas mowed. Mulching type mowers are acceptable. However, clippings that are visible 24 hours after mowing are to be removed from turf areas.
- gg. Streets, parking lots, curbs, sidewalks, bike paths, plant beds, and borders shall be maintained free of grass clippings.
- hh. Mechanical edging of all turf grass areas next to curbs, streets, sidewalks, bike paths, beds, and borders shall be done at least every mowing to prevent grass encroachment. All plant beds and obstacles are to be edged every other week throughout the year. All areas that are inaccessible with a mower are to be string trimmed at each mowing.
- ii. Chemical edging shall not be permitted unless written approval is secured from the City representative.
- jj. Dirt, trash, and debris resulting from edging operations shall be removed and all areas shall be left in clean condition before the end of the working day. Chemical treatment of curb road joints is permitted.

Marina

- a. Twenty Four (24) cuts per year, on a as need basis, determined by Harbormaster.
- b. Cut grass and weed Marina area, Marina spit and parking lot areas.
- c. Maintain parking lot free of weeds.
- d. Trim trees and shrubs as needed.
- e. Keep dumpster area clean.

SOMBRERO AND COCO PLUM BEACH

(all supplies provided by Contractor unless otherwise noted)

- a. Clean and restock restrooms daily.
- b. Change all garbage cans daily.
- c. Replenish doggie refuse bags as needed.
- d. Walk beach, parking areas (to include both sides of street) and pick up litter.
- e. Blow walkways, handicap areas, pavers, finger pier, dune crossovers, walkways and pavilions daily. Pick up debris.
- f. Spray parking lot for weeds twice monthly.
- g. Maintain all grass area-cut. Weed and edge all grass areas every 10 days to include residence at Sombrero Beach.
- h. Maintain sea oats invasive exotic free.
- i. Remove coconuts from palms on beach.
- j. Replace Cypress mulch to maintain 3” depth in all beds.
- k. Walk beach and pick up loose debris.
- l. Fertilize quarterly per specifications.
- m. Open and close beach at posted times (Coco Plum only).
- n. Keep mangrove line weed free along beach front (Coco Plum only).
- o. Change garbage can daily at end of Coco Plum road. Mow and weed end of Coco Plum road twice monthly.

- d. Blow sand out of restrooms at Coco Plum Beach.
- g. Visually check playground equipment. Notify City of any deficiencies.
- e. Clean out bar-b-q grills.
- s. Replenish volley-ball court with silica sand twice yearly.
- t. Keep dumpster area clean.
- u. Provide additional services for July 4th celebration to include -- hourly cleaning and restocking restrooms, continual trash hauling during event, final cleanup next morning (minimum 4 people)

ROTARY PARK AND JESSE HOBBS PARK
(all supplies provided by Contractor unless otherwise noted)

Rotary Park

- a. Open and close park entrance and restrooms 7:00 a.m. to 7:00 p.m.
- b. Clean and restock restroom daily.
- c. Walk playground and parking lot for litter daily.
- d. Change garbage cans in park daily.
- e. Replenish doggie refuse bags as needed.
- f. Redistribute manufactured mulch under playground equipment weekly.
- g. Replenish sand box sand twice yearly.
- h. Blow walkways, to include pavilion daily.
- i. Maintain park area cypress mulch to a depth of 3".
- j. Maintain all grass area-cut to include R-O-W areas around park.
- k. Maintain parking lot free of weeds.
- l. Cut all trees and shrubs as needed.
- m. Perform weed control and insect control as needed.
- n. Check all equipment regularly.

Jesse Hobbs Park

- a. Change all garbage cans in parks daily.
- b. Spray parking lot for weeds and remove weeds from parking lot area.
- c. Walk parking lot and playground area and pick up debris daily.
- d. Maintain all grass area-cut.
- e. Replenish playground sand twice yearly.
- f. Blow basketball court and handicapped parking area two (2) times per week.
- g. Check all equipment regularly.
- h. Trim all trees and shrubs as needed.
- i. Fertilize park as needed.
- j. Maintain cypress mulch to a depth of 3".

33rd STREET BOAT RAMP

- a. Daily locking and unlocking the 33rd Street Boat Ramp bath facility at dusk and dawn.
- b. Stocking and cleaning daily.

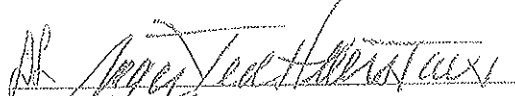
IN WITNESS WHEREOF, City and Contractor have set their hands and seals,
as of the day and year first above written.

Attest:

City Of Marathon, Florida

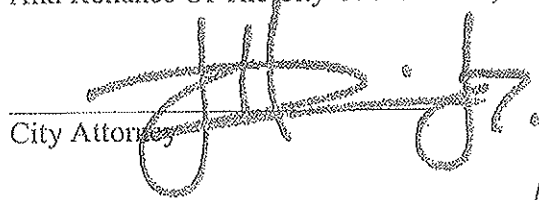


Diane Clavier
City Clerk

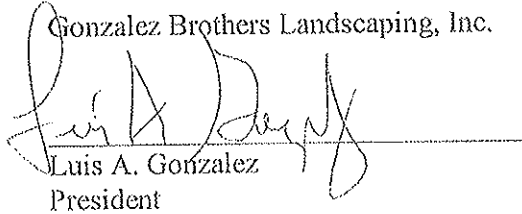


Roger Hernstadi
City Manager

Approved As To Form And Legality For The Use
And Reliance Of The City Of Marathon, Florida Only:


City Attorney

Gonzalez Brothers Landscaping, Inc.


Luis A. Gonzalez
President

**FOURTH AMENDMENT TO CONTRACT
FOR
LANDSCAPE AND FACILITIES MAINTENANCE SERVICES**

This Fourth Amendment to the Contract for Landscape and Facilities Maintenance Services (the "Fourth Amendment") made and entered into this 11th day of March 2014 between the City of Marathon, Florida, a municipal corporation organized and existing under the laws of the State of Florida, with its address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as "City") and Gonzalez Landscaping Brothers, Inc., a Florida corporation, with its address at P.O. Box 501740, Marathon, Florida 33050 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on August 14, 2007, the City and Contractor entered into a Contract for Landscape and Facilities Maintenance Services (the "Contract"), a copy of which is attached to this Third Amendment as Exhibit "A"; and

WHEREAS, on July 14, 2009 the City and Contractor modified the Contract by a Change Order, a copy of which is attached to this Fourth Amendment as Exhibit "B"; and

WHEREAS, in 2011 the City and Contractor entered into a First Amendment to the Contract that extended the Contract until September 30, 2013, a copy of which is attached to this Third Amendment as Exhibit "C"; and

WHEREAS, in 2013 the City and Contractor entered into a Second Amendment to the Contract that extended the Contract until September 30, 2015, a copy of which is attached to this Third Amendment as Exhibit "D"; and

WHEREAS, in 2013 the City and Contractor entered into a Third Amendment to the Contract that added locations and scope, a copy of which is attached to this Third Amendment as Exhibit "E"; and

WHEREAS, the City and Contractor desire to further amend the Contract as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Fourth Amendment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement to read as follows:

1. Section 2.2 Compensation/Payment is hereby revised to read as follows:

Section 2.2.3. The Contractor shall be compensated at the prices specified in the original contract and Amendments 1, 2, 3 and 4. Total contract amount through Amendment 3 4 is revised from \$430,400 to \$488,000.

2. Scope of Work is hereby revised to read as follows:

Scope of Work – Grassy Key Fire Station 15

1. Bi-weekly maintenance at monthly charge of \$500
2. Mowing, weed eating, edging and blowing all areas
3. Trimming all trees and shrubs as needed
4. Weeding all planters and removing exotic invasive plants as required
5. Trimming all coconut and sabal palm trees as needed
6. Adding mulch extra per bag charge of \$3.50 through end of 2014

Scope of Work – Airport Fire Station 14

1. Bi-weekly maintenance at monthly charge of \$700
2. Mowing, weed eating, edging and blowing all areas
3. Trimming all trees and shrubs as needed
4. Weeding all planters and removing exotic invasive plants as required
5. Trimming all sabal and keys thatch palm trees as needed
6. Adding mulch extra per bag charge of \$3.50 through end of 2014

Scope of Work – Oceanfront Park

1. Daily maintenance at monthly charge of \$1,800
2. Open, close, clean and restock restrooms daily
3. Blow off boardwalks daily
4. Adding mulch extra per bag charge of \$3.50 through end of 2014

Scope of Work – Jesse Hobbs Park

1. Daily maintenance at monthly charge of \$1,800
2. Open, close, clean and restock restrooms daily

IN WITNESS WHEREOF, City and Contractor have set their hands and seals,
as of the day and year first above written.

Attest:

City Of Marathon, Florida



Diane Clavier
City Clerk



Michael H. Puto
Acting City Manager

Approved As To Form And Legality For The Use
And Reliance Of The City Of Marathon, Florida Only:



City Attorney

Gonzalez Brothers Landscaping, Inc.



Luis A. Gonzalez
President