

RESOLUTION NO. 24-316

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE PROCUREMENT OF CONSTRUCTION SERVICES FOR PUMP CAN INSTALLATION AT WHITE STREET STORMWATER PUMP STATION AT A COST OF UP TO \$135,800.00, FROM REYNOLDS CONSTRUCTION OF FLORIDA, LLC THROUGH PIGGYBACKING ON THE CITY OF MARATHON GOVERNMENT CONTRACT, PURSUANT TO SECTION 2-797(3) OF THE CODE OF ORDINANCES; AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, this procurement will be made under the government contract - City of Marathon with Reynolds Construction of Florida, LLC, pursuant to section 2-797(3) of the Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the procurement of construction services for pump can installation at the White Street Stormwater Pump Station at a cost of up to \$135,800.00, from Reynolds Construction of Florida, LLC, as described in the attached proposal, pursuant to Section 2-797(3) of the Code of Ordinances, is hereby authorized.

Section 2: That funds for these services will be paid from stormwater/repairs and maintenance account #402-3803-538-4600. Any other necessary budget transfers or adjustments area hereby approved.

Section 3: That the City Manager is authorized to execute any necessary documents, upon the advice and consent of the City Attorney.

SIGNATURES ON NEXT PAGE

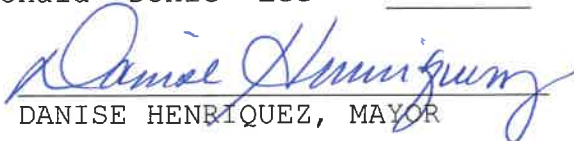
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 12th day of December, 2024.

Authenticated by the Presiding Officer and Clerk of the Commission on 12th day of December, 2024.

Filed with the Clerk on December 12, 2024.

| | |
|---------------------------------|------------|
| Mayor Danise Henriquez | <u>Yes</u> |
| Vice Mayor Lissette Carey | <u>Yes</u> |
| Commissioner Aaron Castillo | <u>Yes</u> |
| Commissioner Monica Haskell | <u>Yes</u> |
| Commissioner Mary Lou Hoover | <u>Yes</u> |
| Commissioner Sam Kaufman | <u>Yes</u> |
| Commissioner Donald "Donie" Lee | <u>Yes</u> |


DANISE HENRIQUEZ, MAYOR

ATTEST:


KERI O'BRIEN, CITY CLERK



MEMORANDUM

Date: December 12, 2024

To: Honorable Mayor and Commissioners

Via: Todd Stoughton
Interim City Manager

From: Matt Willman
Utilities Director

Subject: **Approve the Procurement of Services from Reynolds Construction of Florida, LLC, in the amount of \$135,800.00, for White Street Stormwater Pump Can Installation. (File ID 24-6715)**

Introduction

Approving procurement of services from Reynolds Construction of Florida for replacement of Pump Cans, well hatch, and air release valves at the White Street Stormwater Pump Station, in the amount of \$135,800.00, pursuant to City of Key West Code of Ordinances Section 2-797(3) for purchases and acquisitions under government contracts.

Background

The City of Key West operates and maintains the White Street Stormwater Pump Station located near the Key West Wildlife Center. The Station was constructed in 2009, and the pump housing(s) (cans) are original to the pump station and have degraded past useful service life. The lids and cable penetrations no longer seal and are incompatible with current replacement pumps. Without proper sealing of the cans, pressure in the system is lost, resulting in decreased system performance or less flow to the well.

Procurement

Procurement and manufacture of the pump cans was authorized under Resolution 24-182 in the amount of \$80,372. Manufacturing is nearing completion, and the cans are expected to be delivered in December 2024.

Procurement of services from Reynolds Construction of Florida will be in accordance with the City of Key West Code of Ordinances Section 2-797(3) and Section 2-797(4)(b), for the purchase of products and services under a government contract between Reynolds Construction of Florida, LLC, and The City of Marathon that is in the best interests of the city due to the condition of the existing pump cans and the necessity to place the pump station into full operation as soon as possible.

Costs for the Pump Can Installation, access hatch, and piping appurtenances in the amount of \$135,800 is shown in Exhibit A: Reynolds Cost Proposal, is a budgeted expenditure for FY2025 in the amount of \$350,000.00 in account 402-3803-538-4600.

Recommendation

The City Manager's Office recommends the Mayor and City Commission approve procurement of services from Reynolds Construction of Florida, LLC, in the amount of \$135,800.00, for installation of two pump cans at the White St. Stormwater Pump Station, pursuant to City of Key West Code of Ordinances Section 2-797(3) for purchases and acquisitions under government contracts; and authorize the city manager to execute necessary budget transfers and documents upon consent of the city attorney.



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

To: Todd C. Stoughton, Interim City Manager
Christina Bervaldi, Finance Director

From: Lucas Torres-Bull, Procurement Manager

Date: 12/12/2024

Reference: Approving the Governmental Purchase (City of Marathon RFQ-2023-01)
from Reynolds Construction of Florida, LLC .

Pursuant to purchasing Code 2-796 relating to Competitive Bidding, "All purchases of commodities and contractual services when the estimated total cost thereof shall exceed \$50,000.00 shall be awarded by the city commission through the process of competitive, sealed bidding or competitive request for proposals except as otherwise provided in this division."

Additionally, pursuant to purchasing Code 2-797(3) relating to Competitive Bidding Exemption, "The following are exempt from the requirements of formal competitive procurement:

Purchases and acquisitions under contracts of federal government, the state or its political subdivisions, and governmental purchasing cooperative programs. All purchases of commodities or contractual services under the provisions of local, state, federal or governmental purchasing cooperative purchasing contracts shall be exempt from the competitive procurement requirements, provided that the following criteria are all satisfied:

- a. The terms and conditions of the original contract by the federal, state or local government, other than the city, are satisfactory to the city and such terms and conditions are expressly extended to other municipalities pursuant to the bid documents or by the original successful bidder.
- b. The purchasing agent has performed an informal solicitation to determine if the prices of the original contract are fair and reasonable and to ensure local vendors have an opportunity to compete.
- c. The city commission authorizes such procurement when the cost of the commodities or contractual services exceeds \$50,000.00.

In this case, the City of Marathon is the governmental agency who processed the bid documents deriving from Request for Qualifications 2023-01, whereas Reynolds Construction of Florida, LLC has been the selected vendor to fulfil the equipment requirements of the Utilities Department.

After a good faith review, this memorandum confirms that the contract pricing, terms and conditions (RFQ 2023-01) are fair and reasonable.

Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.

MEMORANDUM



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

M. Willman

Matt Willman
Director of Utilities

12-2-2024

Date

Lucas Torres-Bull

Approved by Lucas Torres-Bull
Procurement Manager

12-2-2024

Date

MEMORANDUM

Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 289-4130 Fax: (305) 743-3667
www.ci.marathon.fl.us

May 10, 2023

Reynolds Construction of Florida, LLC
6225 N County Road 75 N
Orleans, IN 47452

Re: City of Marathon Resolution 2023-46 | Request for Qualifications for General Contracting Services to enter into a Continuing Service Agreement for various work and projects.

Dear Reynolds Construction of Florida, LLC,

Enclosed please find the above reference Continuing Service Agreement signed by the City of Marathon officials. Please have the appropriate individual's officials sign and return a copy back to me.

Sincerely,
Libby Frazier
Deputy Utilities Director
City of Marathon
Phone: 305-289-5005
Email: frazierl@ci.marathon.fl.us

Return Address:

City of Marathon
Attn: Utility Department
9805 Overseas Highway
Marathon, Florida 33050

CITY OF MARATHON
CONTINUING GENERAL CONTRACTING SERVICES AGREEMENT

THIS CONTINUING GENERAL CONTRACTING SERVICES AGREEMENT (hereinafter referred to as "Agreement") made and entered into this 10 day of May, 2023, by and between **The City of Marathon, Florida**, a Florida municipal corporation, ("City") and Reynolds Construction of Florida, LLC whose address is 6225 N County Road 75 N Orleans, IN 47452 ("Contractor").

WHEREAS, following a Request for Qualifications process, the City has identified General Contractor as qualified to perform contracting services on behalf of the City; and,

WHEREAS, the City desires to enter into a continuing services agreement with the Contractor under which the Contractor may be assigned specific tasks or projects to be performed by the City under the terms and conditions herein.

NOW THEREFORE in consideration of the mutual covenants, terms and conditions herein, City and Contractor, agree and bind themselves, their successors and assigns as follows:

1. Scope of Services/Deliverables.

(a) The Contractor shall provide the Work at the unit price [] or lump sum price [] As specified in Work Authorization, Exhibit "A," attached to this Agreement, and made a part hereof by this reference.

(b) Execution of this contract does not guarantee the City will assign any work to the contractor. Any work assigned to the Contractor shall be at the City's own discretion. The city may assign limited scope of work and responsibility to the Contractor and may choose to have more than one contractor perform services as determined to be in the best interest of the City.

2. Term/Commencement Date.

(a) This continuing contract shall be for a term of three (3) years with one (1) two (2) year renewal at the discretion of the City. Actual completion of projects may extend beyond such term.

(b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth in the Work Schedule, unless in writing by the City Manager.

3. Compensation and Payment.

(a) The Contractor shall invoice the City on a monthly basis. All invoices shall provide a detailed statement of the Work performed by Contractor for the period of time covered by the invoice. Contractor shall use an approved form as may be provided by City from time to time, which may be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Agreement Documents.

(b) Each application for partial payment shall include an affidavit or partial release of

lien by Contractor and its subcontractors and suppliers that partial payments received from City for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and suppliers, stated in prior applications for payment.

(c) The final application for payment shall be accompanied by all documentation called for in the Agreement Documents, together with complete and legally effective releases or waivers (satisfactory to City) of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by the City, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish a release or receipt in full, Contractor shall provide the City with a certified written explanation for why the subcontractor or supplier has not been paid.

(d) The City shall pay Contractor in accordance with the Florida Prompt Payment Act.

(c) If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request of the Finance Director, the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. Subcontractors.

(a) The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Work. Prior to any payments to Contractor under this Agreement, Contractor shall provide City with partial and final releases (as may be the case for partial or final payment for the Work) of claims by all subcontractors and suppliers.

(b) Any subcontractors used on the Work must have the prior written approval of the City Manager.

5. City's Responsibilities.

(a) Furnish to Contractor, at the Contractor's written request, all available maps, plans, existing studies, reports and other data pertinent to the Work, in possession of the City.

(b) Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform the Work as may be requested in writing by the Contractor.

6. Contractor's Responsibilities.

(a) The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Work, it is determined that the Contractor's deliverables are incorrect, defective or fail to confirm to the Scope of Work, upon written notification from the City Manager, the Contractor shall at Contractors sole expense, immediately correct the work.

7. Termination.

(a) The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Contractor, or immediately with cause.

(b) Upon receipt of the City's written notice of termination, Contractor shall stop the Work unless directed otherwise by the City Manager.

(c) In the event of termination by the City, the Contractor shall be paid for all work accepted by the City Manager up to the date of termination.

(d) The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Work to the City, in a hard copy and/or electronic format (as specified by the City) within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8. Insurance.

UPON EXECUTION OF THIS **AGREEMENT**, CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE TO THE CITY EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT **CITY IS NAMED AS AN ADDITIONAL INSURED** WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS.

CONTRACTOR shall file Certificates of Insurance with the City, reflecting evidence of all Coverages. All certificates of insurance must clearly identify the Contract to which they pertain, including a brief description of the subject matter of the Contract. They shall be filed with the City's Risk Management within fourteen (14) days of the execution of this Agreement by both parties. The certificates of insurance shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days' prior written notice has been given to the City. Policies for Coverage shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide.

All coverages shall be in force throughout the life of this Agreement. In the event insurance certificates provided to City indicate that any insurance shall terminate and lapse during the period of this Agreement and any and all amendments or extensions of it, then in that event, CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like Coverages for the remaining term of the Agreement and any and all extension of it, is in effect. The coverage listed below are the minimum amounts, and policies may be required dependent on the type of work performed.

General Liability insurance with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. Annual Aggregate shall apply "Per Project/Job". This policy of insurance shall be written in an "occurrence" based format and include a Waiver of Subrogation in favor of the City.

Automobile Liability

Comprehensive or Business Automobile Liability insurance with/ limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverages for owned, hired, and non-owned vehicles, equipment or both as applicable. This policy of insurance shall be written in an "occurrence" based format and include a Waiver of Subrogation in favor of the City.

Workers' Compensation

A. Workers Compensation- Statutory Limits (per limits outlined by Chapter 440,

Florida Statutes)

B. Employers Liability Limits:

\$500,000 for bodily injury caused by an accident, each accident

\$500,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

Workers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Contractor(s) must be in compliance with all applicable State and federal workers' compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act (maritime), Federal Employers Liability Act (railroad), etc.

Contractors Pollution & Remediation Liability Insurance:

Insurance shall include bodily injury, property damage, defense, and cleanup as a result of pollution conditions arising from contractors' operations. This insurance shall be maintained for at least five years after completion of the construction and acceptance of any project covered by this Agreement. If claims made coverage is provided, retro date must apply prior to contract inception. City is included as Additional Insured.

Limits of Liability

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
|-----------------|-------------|

Cyber Liability

Limits of Liability

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
|-----------------|-------------|

Including Liability for Data Breach, Media Content, Privacy Liability and Network Security for third parties.

Retro Date – Prior to commencement of job.

May be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

Watercraft Liability / Protection & Indemnity

Watercraft Liability Insurance, when necessary to use watercraft for the performance of the Contractor's services under the terms of this Contract, either by Contractor or any subcontractor, and if excluded by commercial general liability coverage, watercraft liability with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable.

9. Nondiscrimination.

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

10. Agreement Documents.

The Agreement Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Agreement as though physically attached as a part thereof: Change Orders Agreement Exhibits to the Agreement Bid Documents (Addendum, Invitation to Bid/RFQ, Instructions to Bidders/Proposers, Proposal Form provided by Contractor, Notice of Award and Notice to Proceed);

11. Attorneys' Fees and Waiver of Jury Trial.

(a) If either the City or Contractor is required to enforce the terms of the Agreement by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

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

12. Indemnification.

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

(b) The provisions of this section shall survive termination of this Agreement.

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

For the City: **George Garrett, City Manager**
 9805 Overseas Highway
 City of Marathon, Florida

With a Copy to: **Steve Williams, Steve Williams**
 9805 Overseas Highway
 Marathon, Florida 33050

For the Contractor: **Reynolds Construction of Florida, LLC**
 6225 N County Road 75 N
 Orleans, IN 47452

14. Governing Law.

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

15. Entire Agreement/Modification/Amendment.

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

(b) No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document. This Agreement may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof via a written Change Order, in the form attached hereto as Exhibit "C", or such other form as may be provided by City from time to time,

16. Ownership and Access to Records and Audits.

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

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

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

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

18. Severability.

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

19. Independent Contractor.

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

20. Compliance with Laws.

The Contractor shall comply with all federal, state and local applicable laws, ordinances, rules, regulations, and [awful orders of public authorities relating to the Work.

21. Waiver.

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

22. Survival of Provisions.

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

23. Prohibition of Contingency Fees.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Counterparts.

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

The execution and delivery of this Agreement by Contractor is within Contractor's capacity and all requisite action has been taken to make this Agreement valid and binding on Contractor in accordance with its terms.

26. Non-Exclusive Agreement.

The services to be provided by the Contractor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City as determined in its sole and absolute discretion.

27. Performance and Payment Bonds.

Prior to commencing the Work identified in Exhibit "A" the Contractor shall or may be requested by the City deliver to the City Performance and Payment Bonds in the form attached hereto as Exhibit "D" securing its obligations to be performed for the Work. Each Bond shall be in an amount equal to the contract price for the Work. Any performance bonds must be able to be called upon by personally appearing at the relevant financial institution with an available office or branch located in Monroe or Dade counties. The Performance and Payment Bonds will cease to be effective on the date of the City's acceptance of the Work. Effective immediately thereafter, a Maintenance Bond will be provided for the one year period commencing on the date of the City's acceptance of the Work in the amount of twenty five percent (25%) of the Work price.

SECTION 12 E-VERIFY

12.1 **E-Verify System** - Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

SECTION 11 Ownership and Access to Public Records.

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

11.2 The Contractor is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- 11.3 "Public Records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.
- 11.4 Should the Contractor assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.
- 11.5 The Contractor consents to the City's enforcement of the Contractor's Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the Contractor shall pay all court costs and reasonable attorney's fees incurred by the City.
- 11.6 The Contractor's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the Contractor shall be grounds for immediate unilateral cancellation of this Agreement by the City.
- 11.7 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

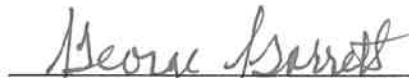
IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same; and by Contractor by and through its President, who has been duly authorized to execute same.

ATTEST:

CITY OF MARATHON:

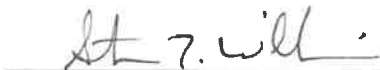


Diane Clavier, City Clerk



George Garrett, City Manager

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



Steve Williams, City Attorney

CONTRACTOR

By:



KEVIN SHEMWELL

EXECUTIVE VICE
President

Date: 05.22.2023

INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the City and with a reputable and financially viable insurance carrier, **naming the City as an additional insured**. Such insurance shall not be cancelled except upon thirty (30) days written notice to the City. Contractor shall provide the City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify the City immediately of any material change in any insurance policy required to be maintained by Contractor.

General Liability Insurance

Each Occurrence \$1,000,000

Vehicle Liability Insurance

Combined Single Limit \$1,000,000

Workers Compensation Insurance & Employers Liability Insurance

Statutory Limits

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limits \$500,000

Consultants, IT Management, Engineers, Architects, Auditors, Brokers, Finance, Accountants, Legal, Real Estate Firms, Advertising Agencies, etc.

need Professional Liability limit \$1,000,000

Job/Event description must be noted in certificate description of operations.

These are MINIMUM limits



CITY OF MARATHON

RFQ NUMBER: RFQ-2023-01

Issue Date: January 30, 2023

Due Date: March 6, 2023 3:00 PM

Public Notice

NOTICE TO CONTRACTORS: REQUEST FOR QUALIFICATIONS

The City of Marathon (the "City") is accepting sealed Qualification Packages for "General Contracting Services" (the "RFQ").

The City is seeking qualified General and Specialty Contractors to provide electrical, heavy equipment, irrigation, landscaping, marine construction, mechanical, plumbing, carpentry, site work, fencing, demolition, sign and underground work (see complete list in RFQ package) on an "as needed" basis.

RFQ documents may be examined at City Hall, 9805 Overseas Highway in Marathon. Proposal documents may also be examined online at www.demandstar.com. **All proposals must be submitted in sealed envelopes to the City Clerk on or before March 6, 2023 at 3:00 PM at which time they will be publicly opened and read aloud. Any proposals received after 3:00 PM on said date will not be accepted and will be returned unopened.** The City assumes no responsibility for proposals not properly marked.

Prospective Proposers shall not contact or otherwise communicate with City staff or City officials except as set forth in Paragraph 4.1 of the Instructions to Proposers.

The City reserves the right to reject any or all proposals and to waive informalities in any proposals received, except timely submission of proposals, to re-advertise for proposals or to take any other such actions that may be deemed in the best interests of the City. As a matter of information to Proposers, the City does not bind itself to any of the information contained herein, but reserves the right to accept any proposal, which in the judgment of the City Council will best serve the needs and interests of the City.

BID DOCUMENTS OBTAINED FROM ANY SOURCE OTHER THAN DEMANDSTAR MAY NOT BE ACCURATE OR COMPLETE, AND EACH POTENTIAL BIDDER ASSUMES ALL RISKS BY ITS RELIANCE ON SUCH DOCUMENTS. ANY BIDDER WHO HAS NOT OBTAINED THE ITB DOCUMENTS FROM DEMANDSTAR WILL NOT BE NOTIFIED OF ANY ADDENDA ISSUED BY THE CITY, WHICH COULD CONTAIN MATERIAL CHANGES THERETO (SUCH AS ADDITIONS OR CHANGES TO THE TECHNICAL SPECIFICATIONS, EXTENSIONS OF TIME, ETC.)

The following schedule is anticipated for this selection process:

| Event | Due Date |
|-------------------------------|----------------------------|
| RFQ Release | January 30, 2023 |
| Proposal/SOQ Submittal | March 6, 2023 3:00 P.M. |
| Firm Recommendation Selection | March 13, 2023 |
| Council Award | April 11, 2023 |

PURPOSE

The City will pre-qualify General and Specialty Contractors and enter into a Continuing Services Agreements with selected contractors to include labor and material rates for general and specialty construction, repairs or specialized work on a project-by-project basis that are within the purchasing thresholds (not to exceed \$35,000.00) delegated by the City Council to the City Manager. When relevant the City's Local Preference Ordinance (attached as Exhibit B) will apply to these projects.

Interested contractors should have considerable experience in repairs, renovations, new construction, testing, and repair or remodeling. No minimum amount of services or compensation will be assured to any contractor(s) retained, and the City may, at its sole discretion, retain other contractors.

SCOPE OF SERVICES

The scope of services included in this description is not intended to be all inclusive of the construction services to be performed by selected Proposers; but is provided to outline possible scopes of work or combination thereof for construction:

- General Interior Fit-Up: Walls (CMU-Steel Stud-Wood Stud (F.R.)-chain link, etc.), ceilings (acoustical tile-drywall-plaster-wood-unfinished-etc.), flooring (tile-carpet-epoxy-terrazzo-concrete-epoxy-etc.), exterior finishes (stucco-wood masonry- metal-etc.), doors & windows, millwork & trim, soffits, miscellaneous metal framing, and other related interior fit-up architectural construction.
- Landscaping, earthwork, demolition, paving, striping, pavers, and sand re-nourishment.
- Mechanical Systems: Air handlers, filters, ductwork, registers, diffusers, fire dampers, mixing boxes, controls, refrigeration, chilled water, hot water, and other related mechanical systems work.
- Plumbing Systems: Water, sewer, fire protection, fire sprinkler, pneumatic, vacuum, plumbing fixtures, drainage, and other related plumbing systems work.
- Underground Utilities: vacuum sewer, force mains, storm water systems, and fire hydrants
- Electrical Systems: Secondary electrical power (480v-277v.-220v.-110v.), lighting (outdoor-indoor-security-parking-etc.), low voltage systems, communication systems, CCTV systems, fiber/optic cabling, street lights, traffic signal maintenance and other electrical related systems work.
- Structural Systems: Foundations, retaining walls, slabs, structural (steel-concrete-timber-composite-etc.), support building modifications & expansions, and other related light commercial structural systems work.
- Exterior Elements: Overhead doors, exterior doors & windows, enclosures, screen walls, barriers, walkway covers, awnings, and other related exterior elements.
- Other: other building type construction, maintenance and repair services considered generically as "vertical construction" for existing and new facilities.
- Miscellaneous Services: other construction and construction related services required by the CITY.

INSTRUCTIONS TO RESPONDENTS

The definitions provided in this section will apply to the RFQ Documents.

1.0 DEFINITIONS

Proposal - The offer or proposal of the Respondent submitted on the proscribed form setting forth the labor and material rates for general and specialty construction, repairs or specialized work on a project-by-project basis for the Work to be performed under the Contract Documents.

RFQ Documents – The Invitation to Respond, Instructions to Proposers, sample Continuing Services Agreement, all documentation accompanying the Proposal, post Proposal documentation submitted prior to Notice of Award, Qualifications Statement; and if applicable, General Conditions, Technical Conditions, Supplemental Conditions, Plans and Specifications, and any Addenda issued.

CITY – City of Marathon City Council, or where specified the City Manager.

CONTRACTOR - The person, firm or corporation with whom the CITY executes a Contract for the Work as defined by the Contract Documents.

Days - A day shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

Proposer - Any person, firm or corporation submitting a proposal for the Work covered by these specifications or his duly authorized representative.

Rates - The labor and material rates for general and specialty construction, repairs or specialized work on a project-by-project basis.

Responsible Proposer - Any person, firm, or corporation submitting a Proposal for the Work that maintains a permanent place of business, has adequate equipment and personnel to do the Work within the time limits that are established, has sufficient financial resources to meet the obligations to perform the Work and has not defaulted on a prior contract with the CITY and who meets the qualifications herein.

Responsive Proposer - Any person, firm or corporation submitting a Proposal for the Work whose Proposal is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Proposals for any items, unless alternatives are requested in the specifications.

Work (Also referred to as the “Project”) - The general and specialty construction, repairs or specialized work on a project-by-project basis to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

2.0 PRE-BID CONFERENCE:

2.1 Not required.

3.0 EXAMINATION OF DOCUMENTS

3.1 Proposers shall thoroughly examine the RFQ Documents, and any other documents which may be applicable to this RFQ.

3.2 A sample Contract has been included in the RFQ Documents. The CITY is not bound by this sample document and reserves the right to modify the final agreement.

3.3 Proposers should be aware that the CITY is subject to hurricanes and tropical storms and therefore the Proposer shall consider such likelihood in submitting their Proposal. Each Proposer must submit a hurricane plan as part of its Proposal.

4.0 INTERPRETATION OF RFQ DOCUMENTS

4.1 All inquiries, clarifications or interpretations of the RFQ Documents shall be made in writing to the CITY'S Representative, at least seven (7) days prior to the date for receipt of Proposals. For the purpose of this RFQ the CITY'S Representative is: Dan Saus, Utilities Director. Please e-mail questions to sausd@ci.marathon.fl.us.

4.2 Any modification or interpretation of the RFQ Documents will be made by written Addendum to all who are recorded by the CITY as having received a complete set of RFQ Documents.

4.3 Interpretations or modifications of RFQ Documents made in any manner other than by written Addendum will not be binding.

4.4 A Proposer, prior to submitting a Proposal, shall ascertain that it has received all Addenda issued and shall acknowledge their receipt in the Proposal.

5.0 PROPOSAL PREPARATION AND SUBMITTAL

THE REQUIREMENTS OF THIS SECTION ARE SUPPLEMENTAL TO THE CONTRACTOR'S QUALIFICATION STATEMENT REFERENCED IN SECTION SIX (6) AND CONTAINED HEREIN

5.1 Cover Letter – Identify the Proposer and key company personnel, provide and describe key characteristics differentiating Proposer from other potential RFQ responders such as previous experience, longevity in community, special capabilities and any other pertinent information considered significant to bring to the evaluation committee's attention (this section shall be limited to no more than two (2) pages).

- 5.2 Proposer Company Identification – Identify the Proposer’s company, clearly indicate contact person, and other sub-contractors comprising the team (if proposed), their name(s), entity type (if incorporated, state of registration), contact person, local address, headquarters address (if different), web site address, and telephone number, state of Florida license, and if subcontractors included, their role in the team. Provide an organization chart identifying key people, their functional role, the company they are employed by, and a separate matrix of responsibilities of the key positions. Identify a contact person, company, address, phone number(s), and email address for the RFQ. Joint Ventures shall not be considered for selection (this section shall be limited to no more than three (3) pages).
- 5.3 Company Description – Provide a brief history of the Proposer’s company and current ownership (if not confidential), number of personnel, bonding capacity, in-house construction capability (if any), location of personnel and resources, and other pertinent characteristics (this section shall be limited to three (3) pages). Also provide the type of services the company is capable of providing.
- 5.4 Key Personnel – Provide resume’s for the key people in the organization chart in subsection 17.1 and their role and responsibilities. Resumes should include their company function, length of employment, area of expertise, education, state licenses and/or registrations, professional affiliations, construction experience, company project experience, resident location, and other relevant data. Photos are allowed (this section shall be limited to one (1) page for each key person’s resume; the number of pages determined by the number of key people depicted in the organizational chart. However, no more than five (5) resumes can be included, thus five (5) pages total).
- 5.5 Previous Experience – Provide list and brief description of previous construction experience identifying eight (8) representative project(s), location, scope of services, contact person for references, address, email address and phone number(s). The emphasis should be on construction projects in the Florida Keys or projects that represent the types of projects the CITY will be asking the Proposer to perform and identify what portions of the work were performed by in-house personnel (this section shall be limited to no more than five (5) pages).
- 5.6 Litigation – Provide a list of current and previous litigation within the last five years (date of settlement determining previous litigation to include), provide information typically considered public or available publicly, plaintiff(s) and defendant(s), issue (brief paragraph description), date of filing, date of settlement (if any), amount of claim or settlement (if not confidential) and/or anticipated resolution. Litigation shall mean any legally filed action by or against the Proposer including suites, judgments, liens, or other public noticed actions from project owners or other lead project participants, but excluding third party plaintiff(s) (this section has no limit of pages).

- 5.7 The Proposer shall write the labor and material rates for general and specialty construction, repairs or specialized work on a project-by-project basis in both words and figures. In the event of a discrepancy between the two, the labor and material rates written in words shall govern (this section shall be limited to one (1) page).
- 5.8 The Respondent shall sign the Proposal as follows: If the proposal is made by an individual, the Proposer's name and address shall be shown. If made by a firm or partnership, the name and address of the individual(s) authorized to bind the firm or partnership shall be shown. If made by a corporation, the person signing the Proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. Anyone signing the Proposal as agent shall include in the Proposal legal evidence of his/her authority to do so.
- 5.9 The Proposer shall **submit one (1) original (not bound) and three (3) copies of the Proposal**. Proposals shall include the legal name and address of the Proposer and indicate whether the Proposer is a sole proprietor, a partnership, a corporation, or other legal entity. The Proposal shall include:
- 1) the specific type(s) of general or specialty contracting work the Proposer is willing to provide;
 - 2) Contractor's Qualification Statement;
 - 3) proof of authorization to transact business in the State of Florida from the Secretary of the State of Florida;
 - 4) any Addenda;
 - 5) copy of General, Specialty, or Underground Contractor's Licenses;
 - 6) a Corporate Resolution evidencing authorization to submit the Proposal, if applicable;
 - 7) company organizational chart identifying key professionals and other personnel that will be providing services to the City and their areas of responsibility;
 - 8) copies of all Monroe County occupational licenses;
 - 9) a list of three (3) client references with contact names and telephone numbers for projects completed within the last three (3) years for each specialty; (government references were applicable) and
 - 10) evidence of insurability.
- 5.10 Proposals shall include documentation required by the Florida "Trench Safety Act" and acknowledge conformance with O.S.H.A. standards. Forms are included within the RFQ Documents for completion by the Proposer and review by the CITY. The labor and material rates for general and specialty construction, repairs or specialized work on a project-by-project basis shall include the Proposer's cost of compliance with all applicable federal, state and local government standards.
- 5.11 **The Proposal shall be enclosed in a sealed opaque envelope**, addressed to Attn: City Clerk, City of Marathon. **The envelope shall be further identified with "CONTRACTOR RFQ 2023," the Proposer's name and address, and the word "PROPOSAL".**

- 5.12 The Proposers shall deposit Proposals at the designated location provided in the RFQ on or before the time and date for receipt of Proposals. Proposals received after the time and date indicated for receipt will not be accepted and will be returned unopened.
- 5.13 The Proposer and all sub-contractors shall be registered as a contractor with the CITY's Building Department after award of contract.

6.0 QUALIFICATIONS OF BIDDERS

- 6.1 Each Proposer shall complete the Contractor's Qualifications Statement provided herein. Failure to submit the Qualifications Statement and all documents required thereunder, together with the Proposal and all items listed herein will constitute grounds for rejection of the Proposal as non-responsive.
- 6.2 The Proposers may be disqualified and their Proposals rejected for any of the following reasons, which shall not be exclusive:
 - 6.2.1 The Proposal is not responsive.
 - 6.2.2 The CITY has reason to believe that collusion exists among Proposers.
 - 6.2.3 Determination of lack of responsibility or competency as may be revealed by qualification statements, financial statements, references and other evidence of past performance.
 - 6.2.4 The Proposer's uncompleted work load may cause a detrimental impact on the prompt completion of the Work in the sole judgment of the CITY.
 - 6.2.5 The Proposer is or has been involved in any litigation against the CITY.
 - 6.2.6 The Proposer has defaulted on any previous contract, or is in arrears on any existing contract on any public or private matters.
 - 6.2.7 The submittal of more than one Proposal under the same or different name(s) from an individual, firm, partnership, corporation or association.
 - 6.2.8 The Proposer's previous work with the CITY has resulted in claims from third parties or subcontractors.
- 6.3 The CITY reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award.
- 6.4 It shall be a requirement of this Proposal that there are no related party transactions between the Proposer and any employee, agent or contractor of the CITY. Any Proposer that is a related party, as noted herein, will be considered non-responsive and the proposal will be immediately returned. A Proposer will be considered a related party if the Proposer has an ownership interest or is in any way related to an

employee, agent, consultant or contractor, and can influence the management or operating policy of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

6.5 PUBLIC ENTITY CRIMES ACT - In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to the CITY, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Proposal, termination of the contract, and may cause Contractor debarment.

6.6 All approved contractors must be registered with the City and must keep all licenses and insurance up to date during the duration of the contract.

7.0 MODIFICATION AND WITHDRAWAL OF PROPOSAL

7.1 Prior to the date and time of Proposal opening, a Proposer may withdraw its Proposal at any time.

7.2 After the Proposal opening, no Proposal may be withdrawn, canceled or modified.

8.0 OPENING OF PROPOSALS

8.1 Proposals submitted will be opened publicly and read aloud at the time and place stated in the Invitation for Qualifications.

8.2 The Proposer agrees to abide by the labor and material rates for general and specialty construction, repairs or specialized work on a project-by-project basis set forth in the Proposal for 120 days from the date and time of Proposal opening.

9.0 EVALUATION PROCESS

9.1 The CITY shall conduct a comprehensive evaluation of all submittal requirements and determine based on the following general criteria identify a short list of Proposers for consideration and award of a Continuing Services Agreement:

| | |
|--|-----------|
| Company profile - history, experience, capability, capacity | (25 pts.) |
| Key personnel - their experience, availability, location, and role in the proposed contractor's organization | (15 pts.) |
| Previous trade specific experience and references | (40 pts.) |
| Location of company and resources (personnel & equipment) | (10 pts.) |

Litigation history

(10 pts.)

- 9.2 Proposals will be scored and ranked for short listing purposes only. Scores will not necessarily govern final selection by the CITY.
- 9.3 Exhibit "B", attached, is the City's Local Preference Ordinance which will be considered during the evaluation process.

10. FUNCTION OF THE SELECTED SHORT LISTED ENTITIES

- 10.1 The CITY shall identify projects that it intends to potentially use the short listed Proposers to perform. The CITY will prepare or have prepared by others it designates, project documents which define the scope of work to be performed. The CITY will request one, a portion, or all of the short list Proposers to review the documents, prepare and submit competitive bids for the scope of work defined. The CITY, considering cost and other identified parameters with each project, may elect to award a contract to one or more of the short list entities or some other action the CITY solely determines including, but limited to, abandoning the project or soliciting competitive bids publicly or some other determination.
- 10.2 The short listed entity shall, upon a request of the CITY and receipt of the project documents, prepare and submit a sealed bid for the identified project. Should the CITY then award the project to the short listed entity, it shall mobilize, provide construction services, purchase materials, provide supervision, provide personnel and equipment, maintain traffic operations, provide other general conditions, and construct the project in accordance with the requirements of the Contract Documents. The typical Contract Documents excluding specific project drawings and technical specifications, including but not limited to, instruction to bidder excerpts, bid forms, general conditions, special conditions, bond requirements, contract and other bid forms shall be common to all bid projects, are available for inspection upon request, and shall be a part of the Contract each entity selected for short list by the CITY shall execute. All provided Contract Documents shall be considered acceptable to the submitter unless otherwise noted in its RFQ submission and specifically identified as such.

11.0 GOVERNING LAWS AND REGULATIONS

- 11.1 Proposers shall be familiar with all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect the Work.
- 11.2 Trench Safety Act: The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of any Work.
- 11.3 If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at 305-

289-4130; email cityofmarathon@ci.marathon.fl.us mailing address
9805 Overseas Hwy. Marathon, FL 33050

12.0 INSURANCE/EVIDENCE OF INSURABILITY

- 12.1 The Proposer shall be required to provide and maintain insurance coverage of such types and amounts as specified in the attached Exhibit "A" for the life of the Contract. Certificates of Insurance shall be provided by the Respondent upon the Notice of Award.
- 12.2 Proposer shall be required to submit with the Proposal written evidence of insurability from Proposer's insurance company, for the types and amounts of insurance specified in the attached Exhibit "A."

13.0 SUBCONTRACTOR LIST

- 13.1 The Proposer shall submit a list of names and addresses of the subcontractors and major material suppliers proposed for the principal portions of the Work and shall include such information on Contractor's Qualifications Statement.
- 13.2 The CITY will notify the Proposer(s) in writing if there is an objection to any person or entity listed. Upon such objection, the Proposer(s) shall propose an acceptable substitute.

14.0 LICENSES, PERMITS AND FEES

- 14.1 In accordance with the Public Bid Disclosure Act, Section 218.80, *Florida Statutes*, the CITY shall disclose all permit fees associated with the Work in the Contract Documents on a project-by-project basis. Licenses, permits, and fees which may be required by Monroe County or any State or Federal entities (other than those to be obtained by the CITY) are not included. Any delays in obtaining permits must be brought to the attention of the CITY without delay.
- 14.2 The Proposer shall provide a copy of a state of Florida general contractor's license, or other applicable licenses, as part of the Proposal.
- 14.3 The successful Proposer(s) shall give all notices and comply with all permit requirements, laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The CITY shall not be responsible for monitoring the successful Proposers' compliance with any laws or regulations.

CONTRACTOR'S QUALIFICATIONS STATEMENT

THIS STATEMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

2. The address of the principal place of business is:

3. Company telephone number, fax number and e-mail addresses:

4. Number of employees:

5. Number of employees assigned to this project:

6. Company Identification numbers for the Internal Revenue Service:

7. Provide **Monroe County Occupational License Number**, if applicable, and expiration date:

8. How many years has your organization been in business as a General/Building Contractor? Does your organization have a specialty?

9. What is the last project of this nature or magnitude that you have completed? Has this firm ever completed a "public" project? Please provide project description, reference and cost of work completed.

10. Have you ever completed any work in Monroe County, Florida? Please provide project description, reference and cost of work completed.

11. Have you ever failed to complete any work awarded to you? If so, provide location and reason?

12. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

12.1

Name

Address

Telephone No.

12.2

Name

Address _____
 Telephone No. _____

12.3

Name _____
 Address _____
 Telephone No. _____

13. List the following information concerning all contracts **in progress** as of the date of submission of this Proposal. (In event of co-venture, list the information for all co-ventures.)

| Name of Project | Owner | Value | Contracted Completion Date | % of Completion to Date |
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(Continue list on insert sheet, if necessary.)

14. Has the Bidder or his or her representative inspected the proposed project site and does the Bidder have a complete plan for its performance?

15. Provide list of subcontractor(s), the work to be performed and also a list of major materials suppliers for this Project?

| Subcontractor Name | Address | Work to be Performed |
|---------------------------|----------------|-----------------------------|
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The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the City Manager.

16. What equipment do you own that is available for the proposed Work?

17. What equipment will you purchase for the proposed Work?

18. What equipment will you rent for the proposed Work?

19. State the **name of your proposed project manager** and give details of his or her qualifications and experience in managing similar work.

20. Provide copies of audited or CPA-reviewed financial statements for the past three years, indicating, at a minimum, annual revenues and net income/loss for the past three years.
21. Provide names, addresses and telephone numbers of at least three vendor credit and bank references or lines of credit.

22. The correct name of the Bidder is:

23. The business is a (Sole Proprietorship) (Partnership) (Corporation).

24. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

☐
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this ____ day of _____, 2023.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

(Serial number, if any)

Exhibit “A”

Professional Services Agreement Insurance Requirements

The selected firm(s) shall maintain all required such insurance being subject to the approval by the CITY.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The selected firm(s) shall furnish original Certificates of Insurance to the CITY prior to the commencement of work. The Certificates shall clearly indicate that the selected firm(s) has obtained insurance of the type, amount and classification as required for strict compliance with this Exhibit and that no material change or cancellation of the insurance shall be effective without providing thirty (30) days prior written notice to the CITY.

| COVERAGE | LIMITS OF LIABILITY | DESCRIPTION |
|---|---|---|
| Commercial General Liability* NOTE: Long Shoreman’s Insurance as applicable | Bodily Injury, Including Wrongful Death: <ul style="list-style-type: none">• \$1,000,000 per occurrence Property Damage: <ul style="list-style-type: none">• \$1,000,000 per occurrence | To protect the selected firm(s) and CITY from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage arising from such operations by the selected firm(s) or by anyone directly employed by or contracting with the selected firm(s). <i>Insurance certificate shall indicate “per occurrence.”</i> |
| Commercial Automobile Liability Insurance* | Bodily Injury, Including Wrongful Death: <ul style="list-style-type: none">• \$1,000,000 per occurrence Property Damage: <ul style="list-style-type: none">• \$1,000,000 per occurrence | To protect the selected firm(s) and CITY, as an additional named insured, from claims for damages for bodily injury, including death as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles whether such operations be by the selected firm(s) or by anyone directly or indirectly employed by the selected firm(s). |

| | | |
|---|-----------|--|
| Workers' Compensation and Employers' Liability | Statutory | |
|---|-----------|--|

*All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected firm(s), shall specifically include the CITY as an "Additional Named Insured."

The selected firm(s) shall submit a certificate evidencing the above named coverage in a form satisfactory to the CITY prior to execution of a Contract. Any insurance written on a claims-made basis is subject to approval of the CITY'S Legal Counsel. Insurance coverage in the minimum amounts set forth shall not be construed to relieve the selected firm(s) of liability in excess of such coverage, nor shall it preclude the CITY from taking such other actions as are available to it under any other provisions of the law.

EXHIBIT "B"

Sponsored by: Council
Introduction Date: February 25, 2014
Public Hearing Dates: May 27, 2014
June 10, 2014
Enactment date: June 10, 2014

CITY OF MARATHON, FLORIDA
ORDINANCE 2014-02

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA; AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 OF THE CODE OF THE CITY OF MARATHON, PERTAINING TO LOCAL PREFERENCE IN PURCHASING; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Marathon has adopted local preference regulations that provide for any local business that replies to a formal competitive sealed bid, request for proposals, or request for qualifications shall receive a preference bonus of ten percent (10%) during the tabulation of the proposals; and

WHEREAS, in some instances the local preference "bonus" can result in situations where the City pays more for goods or services because the top ranked proposer is not a "local business;" and

WHEREAS, the City desires to amend the local preference regulations to ensure the City procures goods and services on terms and conditions most favorable to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:¹

Section 1. The above recitals are true, correct, and incorporated herein by this reference.

Section 2. Chapter 2, Article VI, Division 2 of the Code of Ordinances, City of Marathon, Florida, is hereby amended to read as follows:

Chapter 2- Administration

Article VI. – Finance

Division 2. Purchasing

¹ / Additions to existing text are shown by underline, changes to existing text on second reading are shown by double underline, and deletions are shown as ~~strikethrough~~.

Sec. 2-168. Definitions.

For the purposes of this chapter, the following words will be defined as follows:

Local business shall mean a business with a current required Monroe County occupational license or and business tax receipt issued at least one year prior to bid or proposal opening; fifty percent (50%) or more of its workforce lives in the middle keys; and has its headquarters within the corporate limits of the City or has a place of business located within the corporate limits of the City, in an area zoned for the conduct of such business, at which it operates or on a day-to-day basis produces will-produce the goods being purchased or perform the services being acquired by the City to be purchased. Post office box numbers or residential addresses alone may not be used to establish status as a local business. If a business is a joint venture, it is sufficient for qualification as a local business if at least one (1) all of the joint venturers must meets the test set forth above to qualify as a local business.

Prime contractor means any person who has a contract with the City to provide construction services, equipment, labor, materials, professional services, sales, services and supplies.

Professional services shall mean services, the value of which is substantially measured by the professional competence of the person or persons performing them, and which are not susceptible to realistic competition of cost of service alone. Professional services shall include, but not be limited to, services customarily rendered by architects, engineers, attorneys, surveyors, certified public accountants and financial, personnel, systems, planning and management consultants.

Sec. 2-169. Preference for local businesses.

- (a) Any prime contractor qualifying as a local business that replies to a formal competitive sealed bid request shall receive a preference bonus of:

10% for bids, proposals or quotations of \$0 - \$250,000

7% for bids, proposals or quotations of \$250,001 - \$500,000

5% for bids, proposals or quotations of \$500,001 - \$750,000

4% for bids, proposals or quotations of \$750,001 - \$1,000,000

2% for bids, proposals or quotation over \$1,000,000

ten-percent (10%) during the tabulation of the bid proposals. After determining all qualified bidders, the preference bonus shall be calculated by multiplying all properly established local business bid amounts by 0.90. After comparing these adjusted dollar amounts to all other qualified bidders, should the adjusted value establish the local business as the lowest qualified bidder, then the local business shall be awarded the bid at the original amount submitted. Preference shall be calculated based on the total bid or quote price, including any alternate or optional service or product in the bid or quote selected by the City.

- (b) If a prime contractor that does not qualify as a local business subcontracts fifty percent (50%) or more of the construction services, equipment, labor, materials, professional services, sales, services or supplies to one or more local businesses as defined herein, the prime contractor shall be given one-half of the preference afforded local prime contractors as described in this section 2-169 (a) hereinabove.
- (c) Any local business that submits a proposal or statement of qualifications as part of a request for proposals or qualifications process may be given a preference by the City of up to five (5) additional points in the overall scoring system if the evaluation criteria includes evaluation factors that recognize a preference for local businesses: such as, but not limited to, use of local workforce, response time, knowledge and compliance with local regulations, and local references, shall receive a preference bonus of ten percent (10%) of the overall points received by such local business as part of the evaluation and scoring process. Based upon an analysis of the market place for each project, City staff shall make a determination for inclusion of a local preference in the criteria for consideration for each request for proposal or statement of qualifications.
- (d) Any local business that submits a proposal as part of a request for qualifications process shall receive a preference bonus of ten percent (10%) of the overall points received by such local business as part of the evaluation and scoring process.
- (e) If a local preference is to be employed as provided for by this section, the invitation for bid documents, the request for qualifications documents, or the request for proposal documents shall set forth such local preference requirements.

Sec. 2-170. Applicability and exemptions.

- (a) The local preference shall apply to the purchases of construction services, equipment, labor, materials, professional services, sales, services and supplies material, supplies, equipment, improvements or services in for which the City either solicits competitive, sealed bids, issues a request for proposals, or issues a request for qualifications.
- (b) The local preference provided for by this chapter shall not be applied where application of the preference would conflict with a statute, administrative rule, or the terms of any grant funding the purchase or contract, or in the event of an emergency or sole source purchase.
- (c) The With regards to contracts for professional services, the provisions of this chapter may be waived by the City Council upon the written recommendation of the City Manager that waiving the local preference is in the best interest of the City. The provisions of this chapter may be waived by the City Manager for purchases below the award authority of the City Council upon the written recommendation of the affected department director that waiving the local preference is in the best interest of the City. If the provisions of this chapter are waived for a particular award, the

~~professional services, construction services, equipment, labor, materials, professional services, sales, services and supplies may be selected based on experience, skill, education, recommendations or any other qualifications the Council or City Manager finds relevant.~~

- (d) ~~Should Monroe County extend preferences similar to those set forth herein to vendors whose business locations are within the geographic boundaries of the City, the preferences set forth herein shall be extended and made available to vendors whose business location is within the geographic boundaries of Monroe County. In no event shall the amount of the preference accorded by the City to non-Marathon vendors exceed the amount of preference that Monroe County extends to Marathon vendors competing for its contracts.~~

Sec. 2-171. Enforcement and penalties.

- (a) ~~A prime contractor granted a local business preference under this section resulting in a written contract with the City shall stipulate to maintaining its status as a local business throughout the term of the contract, including subcontractors for which local preference is granted. This requirement shall be included in the contract between the prime contractor and subcontractor.~~
- (b) ~~A prime contractor seeking a local business preference under this chapter shall be required to disclose all subcontractors in its bid or proposal and stipulate to continued utilization of subcontractors for which local preference is granted under this chapter in any resulting contract unless approved in writing by the City and without change in price.~~
- (c) ~~A vendor who misrepresents the local business status of its firm in a bid or proposal submitted to the City will lose the privilege to claim local business preference status for a period of up to one year from the date of the award of the contract or upon completion of the contract whichever is greater. The City Manager, in his discretion, may also recommend that the firm be referred for suspension of eligibility to claim the privilege of local preference.~~
- (d) ~~Any vendor that does not maintain its local business status or its 50 percent (50%) minimum subcontracting of local businesses which resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, loss of the local preference status on the contract awarded, and lose the privilege to claim local business preference status as set forth in subsection (c) above.~~

Section 3. The provisions of the Marathon Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.


Section 4. The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. It is the intention of the City Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Marathon Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. This Ordinance shall be effective immediately upon enactment.

ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10TH DAY OF JUNE, 2014.

THE CITY OF MARATHON, FLORIDA


Dick Ramsay, Mayor

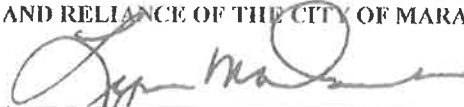
AYES: Bartus, Bull, Semmartin, Keating, Ramsay
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


Diane Clavier, City Clerk

(City Seal)

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


City Attorney

TRENCH SAFETY FORM

This form must be completed and signed by the Bidder.

Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 *et seq.*, Fla. Stat. which became effective October 1, 1990, shall be in effect during the period of construction of the Project. The Bidder by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance

Cost

Total: \$ _____

Bidder acknowledges that this cost is included in the applicable items of the Bid and in the Total Base Bid. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and the CITY and ENGINEER are not, responsible to review or assess Bidder's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Section 553.60 *et. seq.*, Fla. Stat. cited as the "Trench Safety Act". Bidder is, and the CITY and ENGINEER are not, responsible to determine, if any safety or safety related standards apply to the Project, including but not limited to, the "Trench Safety Act".

Witness Signature

Bidder's Signature

Witness Signature

Printed Name

Title

Date

Date

ACKNOWLEDGEMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS

TO THE CITY OF MARATHON

We, _____, hereby acknowledge and agree that as contractors for the construction of the " _____ ", that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the CITY, its officers, agents, employees, and consultants against any and all legal liability or loss the CITY, its officers, agents, employees, and consultants may incur due to _____ failure to comply with such act.

ATTEST

CONTRACTOR

ATTEST

By: _____

Title: _____

DATE

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2023-46**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO CONTINUING SERVICE AGREEMENTS WITH 3RD GENERATION PLUMBING; KEYS CONTRACTING SERVICES, INC; NEARSHORE ELECTRIC INC.; AFFORDABLE ASPHALT; MARATHON ELECTRIC AND SIGN; REYNOLDS CONSTRUCTION; DISCOUNT ROCK AND SAND INC AND ASAP INC, FOR GENERAL TRADE SERVICES ON AN AS NEEDED BASIS.

WHEREAS, the City published a Request For Qualifications (RFQ-2023-01) for the purpose to have under contract various tradesmen for assorted projects within the City on January 30, 2023 and March 27, 2023. The respondents: 3rd Generation Plumbing; Keys Contracting Services, Inc.; Nearshore Electric Inc.; Affordable Asphalt; Marathon Electric and Sign; Reynolds Construction; and Discount Rock and Sand Inc., all met the requirements of the RFQ; and

WHEREAS, by entering into these various continuing service agreements for general trade services it will save time and speed the process while still following policies and procedures of the City's procurement policy; and

WHEREAS, the City's adopted Purchasing Policies and Procedures allow the City Council to waive, by majority vote, the procurement procedures requiring competitive bidding if they are determined impractical and are not otherwise required by law.

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. Council authorizes the City Manager to negotiate and enter into Continuing Service Agreements with : 3rd Generation Plumbing; Keys Contracting Services, Inc.; Nearshore Electric Inc.; Affordable Asphalt; Marathon Electric and Sign; Reynolds Construction; and Discount Rock and Sand Inc. for General Trade Services in substantially the form attached as Exhibit "1".

Section 3. The City Council hereby waives the requirement for the City to obtain competitive bids from vendors other than those referenced in Section 2 for the types of work to be performed under these continuing services agreements, unless such competitive bids are otherwise required by law.

Section 4. Jobs contracted under the authority of this resolution may not exceed the City of Marathon purchasing policy limits. Work orders in excess of \$35,000 will require City Council approval.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 9TH DAY OF MAY, 2023.

THE CITY OF MARATHON, FLORIDA



Luis Gonzalez, Mayor

AYES: Landry, Matlock, Smith, Still, Gonzalez
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:



Steve Williams, City Attorney

Exhibit A -Contract

Sample contract attached. Individual contracts are on file in the Public Works Department. Copies are file in the OpenGov software program.

CITY OF MARATHON
CONTINUING GENERAL CONTRACTING SERVICES AGREEMENT

THIS CONTINUING GENERAL CONTRACTING SERVICES AGREEMENT (hereinafter referred to as "Agreement") made and entered into this 10 day of May, 2023, by and between **The City of Marathon, Florida**, a Florida municipal corporation, ("City") and «Company_Name» whose address is «Address» «City_», «State» «Zip» ("Contractor").

WHEREAS, following a Request for Qualifications process, the City has identified General Contractor as qualified to perform contracting services on behalf of the City; and,

WHEREAS, the City desires to enter into a continuing services agreement with the Contractor under which the Contractor may be assigned specific tasks or projects to be performed by the City under the terms and conditions herein.

NOW THEREFORE in consideration of the mutual covenants, terms and conditions herein, City and Contractor, agree and bind themselves, their successors and assigns as follows:

1. Scope of Services/Deliverables.

- (a) The Contractor shall provide the Work at the unit price [] or lump sum price [] As specified in Work Authorization, Exhibit "A," attached to this Agreement, and made a part hereof by this reference.
- (b) Execution of this contract does not guarantee the City will assign any work to the contractor. Any work assigned to the Contractor shall be at the City's own discretion. The city may assign limited scope of work and responsibility to the Contractor and may choose to have more than one contractor perform services as determined to be in the best interest of the City.

2. Term/Commencement Date.

- (a) This continuing contract shall be for a term of three (3) years with one (1) two (2) year renewal at the discretion of the City. Actual completion of projects may extend beyond such term.
- (b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth in the Work Schedule, unless in writing by the City Manager.

3. Compensation and Payment.

- (a) The Contractor shall invoice the City on a monthly basis. All invoices shall provide a detailed statement of the Work performed by Contractor for the period of time covered by the invoice. Contractor shall use an approved form as may be provided by City from time to time, which may be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Agreement Documents.
- (b) Each application for partial payment shall include an affidavit or partial release of

lien by Contractor and its subcontractors and suppliers that partial payments received from City for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and suppliers, stated in prior applications for payment.

(c) The final application for payment shall be accompanied by all documentation called for in the Agreement Documents, together with complete and legally effective releases or waivers (satisfactory to City) of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by the City, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish a release or receipt in full, Contractor shall provide the City with a certified written explanation for why the subcontractor or supplier has not been paid.

(d) The City shall pay Contractor in accordance with the Florida Prompt Payment Act.

(e) If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request of the Finance Director, the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. Subcontractors.

(a) The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Work. Prior to any payments to Contractor under this Agreement, Contractor shall provide City with partial and final releases (as may be the case for partial or final payment for the Work) of claims by all subcontractors and suppliers.

(b) Any subcontractors used on the Work must have the prior written approval of the City Manager.

5. City's Responsibilities.

(a) Furnish to Contractor, at the Contractor's written request, all available maps, plans, existing studies, reports and other data pertinent to the Work, in possession of the City.

(b) Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform the Work as may be requested in writing by the Contractor.

6. Contractor's Responsibilities.

(a) The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Work, it is determined that the Contractor's deliverables are incorrect, defective or fail to confirm to the Scope of Work, upon written notification from the City Manager, the Contractor shall at Contractors sole expense, immediately correct the work.

7. Termination.

(a) The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Contractor, or immediately with cause.

(b) Upon receipt of the City's written notice of termination, Contractor shall stop the Work unless directed otherwise by the City Manager.

(c) In the event of termination by the City, the Contractor shall be paid for all work accepted by the City Manager up to the date of termination.

(d) The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Work to the City, in a hard copy and/or electronic format (as specified by the City) within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8. Insurance.

UPON EXECUTION OF THIS **AGREEMENT**, CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE TO THE CITY EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT **CITY IS NAMED AS AN ADDITIONAL INSURED** WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS.

CONTRACTOR shall file Certificates of Insurance with the City, reflecting evidence of all Coverages. All certificates of insurance must clearly identify the Contract to which they pertain, including a brief description of the subject matter of the Contract. They shall be filed with the City's Risk Management within fourteen (14) days of the execution of this Agreement by both parties. The certificates of insurance shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days' prior written notice has been given to the City. Policies for Coverage shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide.

All coverages shall be in force throughout the life of this Agreement. In the event insurance certificates provided to City indicate that any insurance shall terminate and lapse during the period of this Agreement and any and all amendments or extensions of it, then in that event, CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like Coverages for the remaining term of the Agreement and any and all extension of it, is in effect. The coverage listed below are the minimum amounts, and policies may be required dependent on the type of work performed.

General Liability insurance with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. Annual Aggregate shall apply "Per Project/Job". This policy of insurance shall be written in an "occurrence" based format and include a Waiver of Subrogation in favor of the City.

Automobile Liability

Comprehensive or Business Automobile Liability insurance with/ limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverages for owned, hired, and non-owned vehicles, equipment or both as applicable. This policy of insurance shall be written in an "occurrence" based format and include a Waiver of Subrogation in favor of the City.

Workers' Compensation

A. Workers Compensation- Statutory Limits (per limits outlined by Chapter 440, Florida Statutes)

B. Employers Liability Limits:

\$500,000 for bodily injury caused by an accident, each accident

\$500,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

Workers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Contractor(s) must be in compliance with all applicable State and federal workers' compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act (maritime), Federal Employers Liability Act (railroad), etc.

Contractors Pollution & Remediation Liability Insurance:

Insurance shall include bodily injury, property damage, defense, and cleanup as a result of pollution conditions arising from contractors' operations. This insurance shall be maintained for at least five years after completion of the construction and acceptance of any project covered by this Agreement. If claims made coverage is provided, retro date must apply prior to contract inception. City is included as Additional Insured.

Limits of Liability

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
|-----------------|-------------|

Cyber Liability

Limits of Liability

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
|-----------------|-------------|

Including Liability for Data Breach, Media Content, Privacy Liability and Network Security for third parties.

Retro Date – Prior to commencement of job.

May be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

Watercraft Liability / Protection & Indemnity

Watercraft Liability Insurance, when necessary to use watercraft for the performance of the Contractor's services under the terms of this Contract, either by Contractor or any subcontractor, and if excluded by commercial general liability coverage, watercraft liability with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable.

9. Nondiscrimination.

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

10. Agreement Documents.

The Agreement Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Agreement as though physically attached as a part thereof: Change Orders Agreement Exhibits to the Agreement Bid Documents (Addendum, Invitation to Bid/RFQ, Instructions to Bidders/Proposers, Proposal Form provided by Contractor, Notice of Award and Notice to Proceed);

11. Attorneys' Fees and Waiver of Jury Trial.

(a) If either the City or Contractor is required to enforce the terms of the Agreement by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

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

12. Indemnification.

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

(b) The provisions of this section shall survive termination of this Agreement.

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

For the City: **George Garrett, City Manager**
 9805 Overseas Highway
 City of Marathon, Florida

With a Copy to: **Steve Williams, Steve Williams**
 9805 Overseas Highway
 Marathon, Florida 33050

For the Contractor: «Company_Name»

 «Address»
 «City_», «State» «Zip»

14. Governing Law.

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

15. Entire Agreement/Modification/Amendment.

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

(b) No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document. This Agreement may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof via a written Change Order, in the form attached hereto as Exhibit "C", or such other form as may be provided by City from time to time,

16. Ownership and Access to Records and Audits.

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

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

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

17. Nonassignability.

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

18. Severability.

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

19. Independent Contractor.

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

20. Compliance with Laws.

The Contractor shall comply with all federal, state and local applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

21. Waiver.

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

22. Survival of Provisions.

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

23. Prohibition of Contingency Fees.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Counterparts.

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

25. Authorization to Sign Agreement.

The execution and delivery of this Agreement by Contractor is within Contractor's capacity and all requisite action has been taken to make this Agreement valid and binding on Contractor in accordance with its terms.

26. Non-Exclusive Agreement.

The services to be provided by the Contractor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City as determined in its sole and absolute discretion.

27. Performance and Payment Bonds.

Prior to commencing the Work identified in Exhibit "A" the Contractor shall or may be requested by the City deliver to the City Performance and Payment Bonds in the form attached hereto as Exhibit "D" securing its obligations to be performed for the Work. Each Bond shall be in an amount equal to the contract price for the Work. Any performance bonds must be able to be called upon by personally appearing at the relevant financial institution with an available office or branch located in Monroe or Dade counties. The Performance and Payment Bonds will cease to be effective on the date of the City's acceptance of the Work. Effective immediately thereafter, a Maintenance Bond will be provided for the one year period commencing on the date of the City's acceptance of the Work in the amount of twenty five percent (25%) of the Work price.

SECTION 12 E-VERIFY

12.1 **E-Verify System** - Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

SECTION 11 Ownership and Access to Public Records.

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

11.2 The Contractor is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a

119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
 4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
-
- 11.3 "Public Records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.
 - 11.4 Should the Contractor assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.
 - 11.5 The Contractor consents to the City's enforcement of the Contractor's Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the Contractor shall pay all court costs and reasonable attorney's fees incurred by the City.
 - 11.6 The Contractor's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the Contractor shall be grounds for immediate unilateral cancellation of this Agreement by the City.
 - 11.7 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same; and by Contractor by and through its President, who has been duly authorized to execute same.

ATTEST:

CITY OF MARATHON:

Diane Clavier, City Clerk

George Garrett, City Manager

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

Steve Williams, City Attorney

CONTRACTOR

By: _____

_____, **President**

Date: _____

From: Daniel Saus
To: Sean McCoy
Cc: Matt Willman; joshua.vondersaar; Libby Frazier; Elizabeth Ignoffo
Subject: [EXTERNAL] RE: Piggyback City of Marathon GU contract with Reynolds
Date: Tuesday, November 26, 2024 11:05:47 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sean,

The city has no issue with you doing another piggyback.

V/R

Daniel Saus
Utilities Director
City of Marathon

305-289-5009

From: Sean McCoy <sean.mccoy@cityofkeywest-fl.gov>
Sent: Tuesday, November 26, 2024 10:02 AM
To: Daniel Saus <Sausd@ci.marathon.fl.us>
Cc: Matt Willman <mwillman@cityofkeywest-fl.gov>; joshua.vondersaar <joshua.vondersaar@reynoldscon.com>; Libby Frazier <Frazierl@ci.marathon.fl.us>; Elizabeth Ignoffo <eignoffo@cityofkeywest-fl.gov>
Subject: Piggyback City of Marathon GU contract with Reynolds

Dan,

You recently allowed City of Key West to piggyback your contract with Reynolds to do some well work at our WWTP. We have another effort on one of our stormwater wells that needs to happen quickly. I was hoping to get your approval to piggyback your contract again to get Reynolds scheduled to help with this re-hab installation?

Work will be completed within the time frame of your current contract.

Please contact me if you have questions or would like to discuss.

Appreciate your time,

Sean McCoy P.E.
City of Key West / Utilities
Principal Engineer
Office: (305) 809-3968

Cell: (305) 432-1397

sean.mccoy@cityofkeywest-fl.gov



City of Key West
Mr. Sean McCoy
Key West, FL 33040

November 25, 2024

RE: White Street Pump Station
RFQ – White Street Pump Station
Pump Cans (x2) Removal & Installation

Mr. McCoy:

Reynolds Construction (RC) is appreciative of the opportunity to submit the proposal for the City of Key West's (CKW) Pump Can replacement project.

Through field inspections, CKW and RC personnel have determined the noted scope of work as detailed in the below.

For consideration, there are two notes of special interest that contribute significantly to the pricing included in this proposal.

- The significant corrosion present on the dismantling joints has resulted in them needing to be replaced.
- The extent of the crack in the concrete resulting in standing water inside of the pump can basin.

Reynolds will utilize the pump cans purchased by CKW while adding.

Reynolds Construction proposes to perform the scope of work for the value of \$135,800.00 (one hundred thirty-five thousand eight hundred dollars and zero)

Please see the breakout below outlining the key items and equipment:

| | |
|---------------------------------------|-------------|
| - Existing Cans & Hatch Removal | \$29,400.00 |
| - Concrete Injection | \$8,000.00 |
| - Placement of New Cans | \$14,200.00 |
| - Placement of New Dismantling Joints | \$30,700.00 |
| - Installation of New ARV's | \$9,500.00 |
| - Placement of New Hatch | \$35,500.00 |
| - Equipment & Tools | \$6,550.00 |
| - Hauling & Disposal | \$1,950.00 |

Reynolds' scope of work is as follows:

- Removal of the existing hatch housing the pump cans.
- Removal and replacement both existing pump cans.
- Procurement and placement of two new dismantling joints for the pump cans.
- Procurement and placement of two new ARVS for the new pump cans as well as the associated drain piping. Piping shall be stainless steel and shall not penetrate the floor.
- Three days of labor & materials for the injecting of the crack in the concrete chamber to attempt to remediate the water leak. (It is unknown at this point how extensive the crack is)
- Procurement and installation of one (1) new stainless steel H2O rated hatch. The installation of the hatch shall be per the drawings provided by CKW.

Not Included:

- Removal of existing pumps.
- Installation of the new pumps.
- Any controls or electrical work.
- Any painting.
- Any coatings/liner for the concrete well.
- Bypassing/flow diversion.

Special Inclusions:

- While Reynolds and City of Key West attempted to visually inspect severity of the crack that needs to be patched, the water level in the vault made it impossible to determine. Reynolds has included three days. Any additional work past these three days requested for the remediation of this leak shall result in a \$2,500 per day labor increase as well as any materials requested.

Time:

- Reynolds' work is anticipated to ten (10) to fifteen (15) business days to complete this work upon the arrival of all materials.
- This quotation is valid for thirty (30) days and shall be subject to price modifications based on the severity and extent of the crack repair. Reynolds will accept an executed letter of intent (LOI) while awaiting a purchase order.
- Lead time of materials is driven by the hatch that has an 8-10-week lead time.

Reynolds appreciates the opportunity to provide this proposal to the City of Key West. Feel free to call me on my mobile phone if you have any questions; I may be reached at (317) 832-5987.

Respectfully Provided:

Reynolds Construction, LLC



Joshua R. Vondersaar

RESOLUTION NO. 24-182

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE PURCHASE OF TWO (2) CAN STRUCTURES USED TO STABILIZE STATION PUMPS, FROM PSI TECHNOLOGIES, INC. ON A SOLE SOURCE BASIS, PURSUANT TO SECTION 2-797(1)(b) OF THE CODE OF ORDINANCES, AND IN THE BEST INTERESTS OF THE CITY, PURSUANT TO SECTION 2-797(4), IN A TOTAL AMOUNT NOT TO EXCEED \$80,372.00; AUTHORIZING ANY NECESSARY BUDGET TRANSFERS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City staff recommends the purchase of an MWI can infrastructure to replace essential pump station equipment that have deteriorated through saltwater conditions and extended wear; and

WHEREAS, Section 2-796 of the Code of Ordinances requires competitive bidding for purchases or services in excess of \$50,000.00; and

WHEREAS, City staff has determined that an MWI pump and related equipment, available exclusively through PSI Technologies in this region, is a sole source product, pursuant to Section 2-797(1)(b), which meets the specific requirements of the pump can replacement project; and

WHEREAS, the City Manager finds that exceptional circumstances exist to exempt this purchase of an MWI pump can and related equipment from competitive bid requirements in the best interests of the City, pursuant to Section 2-797(4)(b) of the Code of Ordinances; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the purchase of an MWI Pump Can, from PSI Technologies, Inc. is hereby approved on a sole source basis, pursuant to Code of Ordinances Section 2-797(1)(b), and in the best interests of the City, pursuant to Section 2-797(4)(b), in an amount not to exceed \$80,372.00.

Section 2: That this purchase is funded through budget account stormwater/repairs and maintenance 402-3803-538-4600 in the amount of \$80,372.00.

Section 3: A budget transfer in the amount of \$80,372.00 from Account 402-3801-538-9900 (Reserves/Other Uses) to account

402-3803-538-4600 (Stormwater/Repairs and Maintenance) is hereby approved.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 8th day of August, 2024.

Authenticated by the Presiding Officer and Clerk of the Commission on 8th day of August, 2024.

Filed with the Clerk on August 8, 2024.

| | |
|------------------------------|---------------|
| Mayor Teri Johnston | <u>Absent</u> |
| Vice Mayor Sam Kaufman | <u>Yes</u> |
| Commissioner Lissette Carey | <u>Yes</u> |
| Commissioner Mary Lou Hoover | <u>Yes</u> |
| Commissioner Clayton Lopez | <u>Yes</u> |
| Commissioner Billy Wardlow | <u>Yes</u> |
| Commissioner Jimmy Weekley | <u>Yes</u> |


SAM KAUFMAN, VICE MAYOR

ATTEST:


KERI O'BRIEN, CITY CLERK