



MEMORANDUM

Date: May 24, 2023
To: Albert P. Childress, City Manager
From: Karen Olson, Deputy Director Port & Marine Services *KPM*
Subject: **Contract Execution**

Introduction

Recommend City Manager execute Mooring Field Inspections contract.

Background

Resolution #23-130 approved a three-year contract to Cscope Construction, Inc for ITB #23-009 Key West Mooring Field Inspection & Ground Tackle Replacement and authorized the City Manager to execute the contract in the amount of \$83,936.60 for FY22/23.

Procurement

This project is partially budgeted in accounts 413-7554-575-3400 (inspections) and 413-7554-575-4600 (ground tackle). A budget transfer from reserves to account 413-7554-575-4600 is necessary for the FY22/23 (ground tackle) in the amount of \$50,000.00.

Approvals


Albert P. Childress, City Manager

May 25, 2023
Date


Ronald J. Ramsingh, City Attorney

5/25/23
Date

Attachment

Contract

CONTRACT

This Contract, made and entered into this 17th day of May 2023, by and between The City of Key West, hereinafter called the "Owner", and the "Contractor" Cscape Construction, Inc;

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for:

**ITB #23-009
KEY WEST MOORING FIELD INSPECTION AND GROUND TACKLE
REPLACEMENT**

to the extent of the Bid made by the Contractor, dated the 14th day of April 2023, all in full compliance with the Contract Documents referred to herein.

The PROCUREMENT REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, and the SPECIFICATIONS, DRAWINGS and/or SUPPLEMENTAL INFORMATION (if any), are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The term of this contract is three (3) years with the requirement of two (2) inspections per year. The contract may be extended for two (2) year terms upon terms and conditions agreed to by both parties.

The Contractor agrees to complete the work for each six (6) month inspection (May and November) within the first two (2) weeks of the month that an inspection is required and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$100 per day. Sundays and legal holidays shall be included in determining days in default. Weather delays will be considered.

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the

"indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

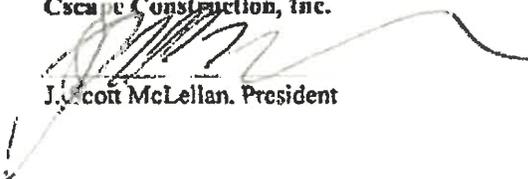
25TH Day of May, 2023.

City of Key West


Albert P. Childress, City Manager

May 25, 2023

Cscape Construction, Inc.


Jacob McLellan, President

APPROVED AS TO FORM


Attorney for Owner - Ronald Ransby

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