

RESOLUTION NO. 24-230

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE PROCUREMENT OF SERVICES FROM REYNOLDS CONSTRUCTION OF FLORIDA, LLC, FOR REHABILITATION OF THE WELLHEADS AT THE RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY, PURSUANT TO PURCHASES UNDER A GOVERNMENT CONTRACT BETWEEN REYNOLDS CONSTRUCTION OF FLORIDA AND THE CITY OF MARATHON, IN ACCORDANCE WITH SECTION 2-797(3) OF THE CODE OF ORDINANCES, AND IN THE BEST INTERESTS OF THE CITY, PURSUANT TO SECTION 2-797(4)(b), IN AN AMOUNT NOT TO EXCEED \$505,400.00; AUTHORIZING ANY NECESSARY BUDGET TRANSFERS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Key West owns, operates, and maintains two wellheads at the Richard A Heyman Environmental Protection Facility, and immediate replacement of the valves on the wellheads is required to maintain operation of the effluent disposal system and remain in compliance with the Underground Injection Control Class V Injection Well System Operation Permit, UIC Permit Number 327710, and the State of Florida Domestic Wastewater Facility Permit, FLA147222; and

WHEREAS, the procurement of services to replace the wellhead valves and instrumentation, sandblast and recoat the large-diameter ductile iron piping, and reconstruct the concrete saddle

blocks is in the best interests of the city due to the requirement to operate and maintain the wellheads in order to remain in compliance with the Underground Injection Control Class V Injection Well System Operation Permit, UIC Permit Number 327710, and the State of Florida Domestic Wastewater Facility Permit, FLA147222; and

WHEREAS, City staff recommends procurement of services from Reynolds Construction of Florida, LLC, for the rehabilitation of the wellheads at the Richard A. Heyman Environmental Protection Facility, in the amount of \$505,400.00, and authorization of a budget transfer within the sewer fund in the amount of \$128,050.00 on October 1, 2024 fy2025; and

WHEREAS, Section 2-797(3) of the Code of Ordinances authorizes procurement under a government contract; and

WHEREAS, the City Manager finds that exceptional circumstances exist to exempt this procurement of services 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 procurement of services from Reynolds Construction of Florida, LLC, for rehabilitation of the wellheads at the Richard A. Heyman Environmental Protection Facility, by utilizing The City of Marathon agreement, awarded for General Contracting Services, through competitive bid RFQ-2023-01, pursuant to City of Key West Code of Ordinances Sections 2-797(3) and 2-797(4)(b), in an amount not to exceed \$505,400.00 is hereby approved.

Section 2: That funds for procurement of services for rehabilitation of the wellheads has been funded in 4013504-5356500 and a budget transfer within the sewer fund is hereby authorized.

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

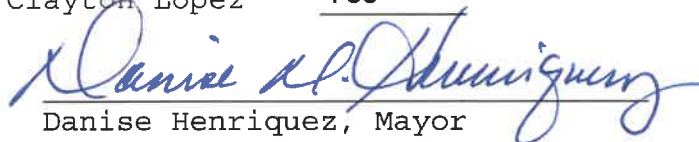
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

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

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

Filed with the Clerk on September 12, 2024.

Mayor Danise Henriquez	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Monica Haskell	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Donie Lee	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>


Danise Henriquez, Mayor

ATTEST:


Keri O'Brien, City Clerk



MEMORANDUM

Date: September 12, 2024

To: Honorable Mayor and Commissioners

Via: Todd Stoughton
Interim City Manager

From: Matt Willman
Interim Utilities Director

Subject: **Approve the Procurement of Services from Reynolds Construction of Florida, LLC, in the amount of \$505,400.00, for Wellhead Rehabilitation at the Wastewater Treatment Facility; Pursuant to City of Key West Code of Ordinances Section 2-797(3) for Purchases Under a Government Contract Between Reynolds Construction of Florida, LLC and The City of Marathon; Authorize a Budget Transfer Within the Sewer Fund; and Authorize the City Manager to Execute Necessary Documents Upon Consent of the City Attorney. (File ID 24-6331)**

Introduction

Approving procurement of services from Reynolds Construction of Florida for replacement of valves and instrumentation, and reconstruction of IW-1 and IW-2 deep wellheads at the WWTP, in the amount of \$505,400.00, 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 two deep injection wells for the disposal of treated effluent at the Richard A. Heyman Environmental Protection Facility. IW-1 and IW-2 deep injection wells were constructed in 2000 and 2006, respectively, and are located adjacent to the treatment basins on Fleming Key, where the wellhead piping, valves, instrumentation, and concrete saddle blocks are exposed to the marine environment.

Replacement of the valves and instrumentation, sandblasting and recoating of the ductile iron pipe, and repair to the concrete saddle blocks is necessary to retain the wellheads in operation and remain in compliance with the Florida Department of Environmental Protection Underground Injection Control Class V Injection Well System Operation Permit, UIC Permit Number 327710. The existing equipment has not been fully functional for some time.

Florida Department of Environmental Protection requires the city to maintain uninterrupted operation of the wastewater treatment facility. Fully functioning wellheads are a requirement of the State of Florida Domestic Wastewater Facility Permit, FLA147222.

Procurement

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, because maintaining IW-1 and IW-2 wellheads in operation is a requirement of the underground injection well permit and the facility permit.

Funds for deep well valve replacement project (SE35042301) in the amount of \$200,000 is budgeted in FY2024, \$122,650.00 is encumbered for the purchase of gate valves, butterfly valves with Rotork actuators, and air/vacuum release valves, leaving a balance of \$77,350 to roll into FY2025.

An allocation of \$300,000 is currently in the tentative Fiscal Year 2025 budget bringing the available project balance to \$377,350. The cost quoted is \$505,400. A budget transfer of \$128,050 from Sewer Reserve Fund account number 4013501-5359900, Other Uses, to Sewer Fund Treatment Plant Operations, account number 4013504-5356500, Construction in Progress will be necessary.

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 \$505,400.00, for reconstruction of IW-1 and IW-2 wellheads at the Richard A. Heyman Environmental Protection Facility, pursuant to City of Key West Code of Ordinances Section 2-797(3) for purchases and acquisitions under government contracts; and authorize a budget transfer within the sewer fund in the amount of \$128,050.00 on October 1, 2024 for fy2025; and authorize the city manager to execute necessary documents upon consent of the city attorney.



City of Key West
Ms. Elizabeth Ignoffo
Key West, FL 33040

August 29, 2024

RE: Richard A. Heyman PCF
Injection Well Discharge Piping Upgrades
Valve and Instrumentation Replacement
Pipe Materials and Controls Contractor Proposal

Ms. Ignoffo:

Reynolds Construction (RC) is appreciative of the opportunity to submit the proposal for the City of Key West's (CKW) Injection Well Discharge Piping Upgrades project.

As an amendment to the RC proposal dated June 25th, 2024, and as per the request of the CKW, RC is providing a breakout quotation and the addition of scope. The proposal amendment is as follows:

- Materials related to the large diameter ductile iron replacement components along with the instrumentation and controls for the venturi flow meter (per prior proposal dated 6.25.24 and valid until 7.25.24).
- Installation and associated work for the labor, equipment and materials that lack the requirements for a long lead time. The scope of work is associated with ancillary pipe, gauges, hardware, electrical subcontractor, concrete pipe support modifications along with complete blasting of existing coatings and recoating of existing pipe components.

The restructuring and scope modifications will allow for the expedited purchase of long lead time materials while allowing for the longevity of the injection well system piping and components. This is inclusive of the procurement, submittals, and lead time of the materials.

- Proposal for the value of large diameter pipe materials (replacement components, fillers/spacers, retainers, and fasteners) and C.C. Controls Corporation proposal.
 - o \$311,700 (three hundred eleven thousand six hundred dollars and zero)
- Proposal for the value of the installation, equipment, non-critical materials, and electrical subcontractor. This includes the addition of concrete pipe supports and coatings removal / replacement.
 - o \$193,700.00 (one hundred ninety-three thousand seven hundred dollars and zero)

Time:

- Reynolds work is expected to take about fifteen business days per well system and is subject to weather. RC anticipates working ten (10) hours per day to expedite the schedule. Startup of the venturi flow system is respective to individual well location.

- This quotation is valid for thirty (30) days and shall be subject to price modifications based on the volatility of ductile iron and electrical components. Reynolds will accept an executed letter of intent (LOI) while awaiting a purchase order.
- Lead time of materials is driven by the controls components and large diameter piping components. Work is anticipated to be eighteen (18) to twenty (20) weeks following the procurement and submittal approval.

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



Joshua Vondersaar

From: Zack Lalor <zlalor@cbpiping.com>
Sent: Wednesday, August 21, 2024 7:08 AM
To: Joshua Vondersaar
Subject: RE: Pricing and Key West

WARNING: This email originated outside of Reynolds Construction from zlalor@cbpiping.com. DO NOT CLICK LINKS OR ATTACHMENTS UNLESS YOU RECOGNIZE THE SENDER AND KNOW THE CONTENT IS SAFE.

Josh,

They may have been the most well laid out explanation of future escalations that I have seen ever seen! You are spot on with the assessment of anticipated future escalations as we discussed. Future material increases on both import and domestic ductile iron products are expected to increase 4 – 5% as we near 2025. Those should hold strong through the rest of 2025 pending there are not world anomalies that impact raw materials.

Looking forward to working with you on another project!

Thanks!



Zack Lalor
Vice President - Sales
NACE CIP 104758

C&B Piping, Inc - Building America Together
(o) 205-699-0455 (c) 205-908-5868
www.cbpiping.com [C&B LinkedIn](#) - Follow Us and Stay Updated

From: Joshua Vondersaar <joshua.vondersaar@reynoldscon.com>
Sent: Tuesday, August 20, 2024 11:18 AM
To: Zack Lalor <zlalor@cbpiping.com>
Subject: Pricing and Key West

Zack

Thank you for your time today discussing pricing and updates on our projects both current, and as we move forward.

In moving forward, from our mutual project as assembled in April / May in Key West, C&B is awaiting the final PO from Reynolds. It is understood that C&B will assemble final pricing once all information / PO is provided from Reynolds.

In our discussion, we understand that until the final PO is provided by Reynolds and accepted by C&B, C&B is unable provide final pricing updates. However, what is known, is that we can expect changes to the original assembly of the Reynolds estimate.

With prior information and your raw material supplier(s) information, C&B has a good basis on how pricing will be affected. Based on that, there is an estimated and expected increase in materials between 4 – 5% as established based on historical data, available information and now that the crisis has somewhat stabilized.

Based on the established timeline for the original assembly of pricing, the anticipated order procurement, and the anticipated delivery date, we came to the conclusion this morning that C&B would likely have to adjust the assembled pricing for quotes that will be 4 to 6 months pending based on known escalators in a few months.

If you would please confirm these items I would appreciate it. Or if needed, please clarify / offer other information regarding this matter please feel free to assist.

Thank you Zack, we appreciate your time.

~ Reynolds

Josh Vondersaar

Operations Manager, VP MidSouth Facilities

Reynolds Construction, LLC

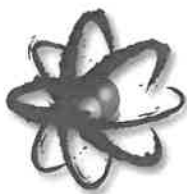
11107 4th Ave Ocean | Marathon, FL | 33050

Mobile: 317.832.5987

joshua.vondersaar@reynoldscon.com | www.reynoldscon.com



The Trusted Name for 85+ years



C. C. CONTROL CORP.

5760 CORPORATE WAY, SUITE 100
WEST PALM BEACH, FLORIDA 33407

PHONE: 561 293-3975

FAX: 561 293-3976

CUSTOMER: REYNOLDS CONSTRUCTION

Pipe Materials and Controls Contractor Proposal

ATTN: JOSH VONDERSAAR
(317) 832-5987
joshua.vondersaar@reynoldscon.com

PROJECT: WWTP DEEP INJECTION WELLS NO.1 & NO.2 INSTRUMENTATION
CITY OF KEY WEST

DATE: 8/22/2024

VALID FROM: 8/22/2024

VALID TO: 11/20/2024

DESCRIPTION

QTY

C. C. CONTROL CORP. PROPOSES TO FURNISH THE FOLLOWING COMPLETE WITH EXCEPTIONS AS LISTED:

- A) REPLACE DEEP INJECTION WELL NO.1 INSTRUMENTS
- B) REPLACE DEEP INJECTION WELL NO.2 INSTRUMENTS
- C) REPLACE MONITORING WELL INSTRUMENTS

EXCEPTIONS:

- A) QUOTE DOES NOT INCLUDE ANY CONDUITS OR CONDUIT SEAL-OFF'S.
- B) QUOTE DOES NOT INCLUDE ANY WIRE/CABLE, EXCEPT AS NOTED BELOW.
- C) QUOTE DOES NOT INCLUDE ANY DEMOLITION OR INSTALLATION.
- D) QUOTE DOES NOT INCLUDE ANY FIELD TERMINATIONS.
- G) QUOTE DOES NOT INCLUDE ANY IMPULSE PIPING OR PROCESS TAPS, EXCEPT AS NOTED BELOW.
- H) QUOTE DOES NOT INCLUDE ANY VALVES, EXCEPT AS NOTED BELOW.

ITEM NO.1

DEEP INJECTION WELL FLOW TRANSMITTER (2 REQUIRED)

ROSEMOUNT 3051CD3A52AA1AB4M4D4 DIFFERENTIAL PRESSURE TRANSMITTER	2
A) RANGE: -1000 TO + 1000 IN/H2O	
B) OUTPUT: 4-20MADC / HART	
C) PROCESS CONN. 1/2" FNPT	
D) ISO. DIAGHRAM: 316L S.S.	
E) SENSING FLUID: SILICONE	
F) DISPLAY: LCD	
G) HOUSING: ALUMINUM	
H) TAGS: FE/FIT-12-1, FE/FIT-12-4	
PGI MANIFOLD MD808-SCT-W9 INTEGRAL COPLANAR 3 VALVE MANIFOLD	2
SQD SSP030SSE10HC 4/20MA PIPE STYLE SURGE ARRESTER	2
MCMaster-CARR:46495K21 1/2" 316 S.S. BALL VALVE	4
PARKER 8-8-FBZ-SS 1/2" TUBE X 1/2" MNPT MALE CONNECTOR	16

2" X 60" ALUMINUM PIPE STANCHION W/ 10" X 10" X 1/2" ALUMINUM BASE	2
SUNSHIELD, 316 SST., 8 GA., 14"H X 14"W X 10"D (TOP) 6"D (BOTTOM)	2
STAINLESS STEEL UNISTRUT & HARDWARE	LOT
PRIMARY FLOW SIGNAL HVT-PIF FIBERGLASS INSERT VENTURI FLOW TUBE	2
A) MATERIALS: CAST IRON, 316 S.S. THROAT & PRESSURE TAPS	
B) FLANGES: ANSI CLASS 125, ASTM A126 GRADE B	
C) LINE SIZE: 24"	
D) PROCESS TAPS: 1/4" FNPT	

ITEM NO.2

DEEP INJECTION WELL PRESSURE TRANSMITTER (2 REQUIRED)

ROSEMOUNT 3051TG2A2B21AM4D4S5Q4B4 GAGE PRESSURE TRANSMITTER	2
A) RANGE: 0 TO 150 PSI	
B) OUTPUT: 4-20MADC	
C) PROCESS CONN. 1/2" FNPT	
D) ISO. DIAPHRAM: 316L S.S.	
E) SENSING FLUID: SILICONE	
F) DISPLAY: LCD	
G) MOUNTING BRACKET: SST MOUNTING BRACKER FOR 2" PIPE MOUNT	
H) ASSEMBLE TO ROSEMOUNT 306 INTEGRAL MANIFOLD	
I) TAGS: PIT-12-1, PIT-12-4	

ROSEMOUNT 0306RT22BA11 IN-LINE MANIFOLD WITH THE FOLLOWING:	2
A) MANIFOLD STYLE: THREADED	
B) MANIFOLD TYPE: 2-VALVE	
C) BODY BONNET STEM TIP: SST SST SST 316 SST	
D) PROCESS CONN. 1/2-14 FNPT	
E) PACKING MATERIAL: PTFE	
F) VALVE SEAT: INTEGRAL	

SQD SSP030SSE10HC 4/20MA PIPE STYLE SURGE ARRESTER	2
2" X 60" ALUMINUM PIPE STANCHION W/ 10" X 10" X 1/2" ALUMINUM BASE	2
SUNSHIELD, 316 SST., 8 GA., 14"H X 14"W X 10"D (TOP) 6"D (BOTTOM)	2
STAINLESS STEEL UNISTRUT & HARDWARE	LOT

ITEM NO.3

MONITORING WELLS LEVEL TRANSMITTER (3 REQUIRED)

E+H FMX-21 WATERPILOT FMX21-CD211MGE25H+LRPRPZ1 PRESSURE TRANSDUCER	3
WITH THE FOLLOWING:	
A) POWER: 24VDC	
B) OUTPUT: 4-20MADC,HART	
C) RANGE: 0-133 FT	
D) CABLE: 150FT SHORTABLE.	
E) BODY: 316 S.S.	
F) SEAL: FKM VITON	
G) ACCESSORY: SUSPENSION CLAMP, 316L	
H) ACCESSORY: TERMINAL BOX IP66/67	
I) TAGS: LE/LT-12-2-1, LE/LT-12-2-2, LE/LT-12-3	

PRECISION DIGITAL PD663-0L0-00 PROTEX-LITE PROCESS METER WITH THE FOLLOWING:	3
A) POWER: LOOP	
B) DISPLAY: 3 1/2+ DIGITS (2,999)	
C) INPUT: 4-20MA	
D) CASE: EXPLOSION PROOF NEMA 4X DISCAST ALUMINUM	
SQD SSP030SSE10HC 4/20MA PIPE STYLE SURGE ARRESTER	3
2" X 60" ALUMINUM PIPE STANCHION W/ 10" X 10" X 1/2" ALUMINUM BASE	3
SUNSHIELD, 316 SST., 8 GA., 14"H X 14"W X 10"D (TOP) 6"D (BOTTOM)	3
STAINLESS STEEL UNISTRUT & HARDWARE	LOT

ITEM NO.4

MONITORING WELLS PRESSURE INDICATOR (3 REQUIRED)

ASHCROFT 1259 SERIES 4.5" DIAL PROCESS GAUGE	3
A) RANGE: 0 TO 100 PSI	
B) 316L STAINLESS STEEL BOURDON TUBE AND SOCKET	
C) 1/2 IN MNPT LOWER STEM CONNECTION	
D) ACRYLIC WINDOW, GLYCERIN FILL	
E) TAGS: PI-12-2-1, PI-12-2-2, PI-12-3	
ASHCROFT 200 SERIES THREADED DIAPHRAGM SEAL	3
A) 1/2" NPT FEMALE PROCESS CONNECTION	
B) 1/2" NPT FEMALE INSTRUMENT CONNECTION	
C) 316L STAINLESS STEEL HOUSING	
D) 316L STAINLESS STEEL DIAPHRAGM MATERIAL	
E) 1/4" FLUSHING PORT IN LOWER HOUSING	
JAMESBURY 1/4-33-3600TL 1/4" 316 S.S. BALL VALVE	3
JAMESBURY 1/2-33-3600TL 1/2" 316 S.S. BALL VALVE	3
1/4" x 2" 316 STAINLESS STEEL NIPPLE	3
1/2" 316L STAINLESS STEEL TEE	3
1/2" x 2" 316 STAINLESS STEEL NIPPLE	6
1/2" x 4" 316 STAINLESS STEEL NIPPLE	3
ITEM NO.5	
<u>PROJECT SERVICES</u>	
ENGINEERING	LOT
SUBMITTALS	LOT
PLC I/O CHECK TEST	LOT
START-UP	LOT
TRAINING	LOT
O & M MANUALS	LOT
WARRANTY, 1-YEAR	LOT

SUMMARY

ITEMS NO.1 THRU NO.5

TOTAL SELL: \$109,100.00 PLUS TAX IF APPLICABLE

SUBMITTAL: 6-8 WEEKS (AFTER RECEIPT OF PURCHASE ORDER)

DELIVERY: 18-20 WEEKS (AFTER APPROVED SHOP DRAWINGS)

FOB: JOB SITE

TERMS: NET 30 DAYS (SUBJECT TO CREDIT APPROVAL)

WARRANTY: ALL WARRANTIES SHALL EXPIRE ONE (1) YEAR FROM DATE OF START-UP FROM SELLER TO BUYER UNLESS SPECIALLY INDICATED OTHERWISE AND WILL BE NULL AND VOID UNLESS MATERIALS ARE STORED UNDER PROPER CONDITIONS DETERMINED BY C.C. CONTROL CORP.

JUAN REYES

jreyes@cccontrolcorp.com



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.

(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: **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 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.

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
Diane Clavier, City Clerk

George Garrett
George Garrett, City Manager

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

St 7. Will
Steve Williams, City Attorney

CONTRACTOR

By: [Signature]

KEVIN SHEMWELL, ^{EXECUTIVE VICE} President

Date: 05.22.2023

Elizabeth Ignoffo

From: Daniel Saus <Sausd@ci.marathon.fl.us>
Sent: Monday, June 17, 2024 11:49 AM
To: joshua.vondersaar; Elizabeth Ignoffo
Cc: Matt Willman; Sean McCoy; Libby Frazier
Subject: [EXTERNAL] RE: Wellhead Valves

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.

I have no issue with a piggy back.

V/R

Daniel Saus
Utilities Director
City of Marathon

305-289-5009

From: Joshua Vondersaar <joshua.vondersaar@reynoldscon.com>
Sent: Monday, June 17, 2024 10:36 AM
To: Elizabeth Ignoffo <eignoffo@cityofkeywest-fl.gov>
Cc: Matt Willman <mwillman@cityofkeywest-fl.gov>; Sean McCoy <sean.mccoy@cityofkeywest-fl.gov>; Daniel Saus <Sausd@ci.marathon.fl.us>; Libby Frazier <Frazierl@ci.marathon.fl.us>
Subject: RE: Wellhead Valves

Hi Elizabeth, Good morning.

In the matter of your email below requesting a Piggyback agreement, Reynolds has a very collaborative and interactive relationship with the City of Marathon.

I would offer that the City of Key West discuss the Piggyback with the City of Marathon.

As cc'd, we have copied Mr. Dan Saus and Mrs. Libby Frazier-Soldano.

Reynolds is happy to help facilitate this matter any way possible, please let us know how we may be able to assist outside of the introduction.

Please see the below respective signature blocks.

Thank you

Daniel Saus
Utilities Director
City of Marathon
P: 305-289-5009

Libby Frazier-Soldano
City of Marathon-Utility Department
Deputy Utilities Director
Office: 305-289-5005
Sewer Emergency 305-517-6764

Josh Vondersaar

Operations Manager, VP MidSouth Facilities

Reynolds Construction, LLC

300 East Broad Street | Fairburn, GA | 30213

Mobile: 317.832.5987

joshua.vondersaar@reynoldscon.com | www.reynoldscon.com



The Trusted Name for 85+ years

From: Elizabeth Ignoffo <aignoffo@cityofkeywest-fl.gov>

Sent: Monday, June 17, 2024 10:04 AM

To: Joshua Vondersaar <joshua.vondersaar@reynoldscon.com>

Cc: Matt Willman <mwillman@cityofkeywest-fl.gov>; Sean McCoy <sean.mccoy@cityofkeywest-fl.gov>

Subject: Wellhead Valves

WARNING: This email originated outside of Reynolds Construction from aignoffo@cityofkeywest-fl.gov. DO NOT CLICK LINKS OR ATTACHMENTS UNLESS YOU RECOGNIZE THE SENDER AND KNOW THE CONTENT IS SAFE.

Good morning Josh,

We are looking forward to the installation of the wellhead valves and would like to piggyback on the Marathon or Key Largo contract. Would you be able to assist us? Would Reynolds be willing to provide a proposal estimate to install the valves by using your contract? Would Marathon or Key Largo allow the city to use their contract?

Elizabeth

Elizabeth Ignoffo

From: Kelly M. Crowe
Sent: Wednesday, April 24, 2024 1:47 PM
To: Elizabeth Ignoffo
Subject: FW: [EXTERNAL] Reynolds Construction - Continuing Service Agreement
Attachments: 2023_MarathonContServiceAgreement.pdf; 0.0 City of Marathon GCS 2023-Reynolds.pdf; 0.0 City of Marathon GCS 2023-Reynolds.pdf; Marathon-Reynolds Reference Letter 03192019.pdf; Marathon Area 3-4 From WEC Engineering.pdf; Reynolds Reference Letter US Water Key Colony Beach 2-2020.pdf; Reynolds Reference Letter Mittalier Key Colony Beach 2-2020.pdf; Orchard Knob- Chattanooga TN- From ARCADIS- RC-JV Recommend 9-25-18.pdf

From: Joshua Vondersaar <joshua.vondersaar@reynoldscon.com>
Sent: Tuesday, August 22, 2023 4:36 PM
To: Kelly M. Crowe <kcrowe@cityofkeywest-fl.gov>
Cc: Ian McDowell <cimcdowell@cityofkeywest-fl.gov>
Subject: [EXTERNAL] Reynolds Construction - Continuing Service Agreement

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.

Mr. Crowe,

Good afternoon. Thank you for your time today discussing potential opportunities for the City of Key West.

Per our conversation, you will find the attached documents related to the City of Marathon Continuing Service Agreement, information related to Reynolds Construction in a proposal format and current 2023 rates based on the agreement date of May 10th, 2023. Additionally, we have included letter of accommodation and other unsolicited letters regarding our team and leadership as currently in place in the Keys.

The agreement with the City of Marathon includes on-call emergency services, small projects less than \$5,000, small projects less than \$35,000 and projects greater than \$35,000 that require City Council approval through resolution.

Our primary contacts with the City of Marathon outside of respective individual plant operators include:

- Dan Saus, Utilities Director
 - o E: Sausd@ci.marathon.fl.us
 - o M: (305) 289-5009
- Libby Frazier, Deputy Utilities Director
 - o E: FrazierL@ci.marathon.fl.us
 - o M: (305) 360-0417
- Casey Whippo, Head of Plant Operations
 - o E: Whippoc@ci.marathon.fl.us
 - o M: (941) 468-5121

From our discussion, Reynolds is currently discussing opportunities with another municipality in the Florida Keys as they are exploring options under Florida State Statute F.S. §287.057, that allows for other Florida municipalities to “piggyback” onto a contract procured by other Florida government agencies. Additionally, based on F.S. §119.0701, Reynolds would comply with the public records laws of the State of Florida.

In your review of the attached, please let me know if you have any questions or if we can provide additional information.

Thank you for your time and we are hopeful to discuss opportunities in the future. We look forward to working with your team and on our current project.

Josh

Josh Vondersaar

Operations Manager, VP MidSouth Facilities

Reynolds Construction, LLC

300 East Broad Street | Fairburn, GA | 30213

Office: 770.969.4040 | Mobile: 317.832.5987

joshua.vondersaar@reynoldscon.com | www.reynoldscon.com



The Trusted Name for 85+ years

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".

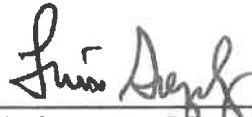
Section 3. The City Council hereby waives the requirement for the City to obtain competitive bids from vendors other than those referenced in Section 2 for the types of work to be performed under these continuing services agreements, unless such competitive bids are otherwise required by law.

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.

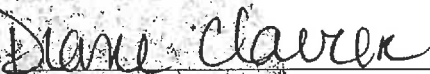
THE CITY OF MARATHON, FLORIDA



Luis Gonzalez, Mayor

AYES: Landry, Matlock, Smith, Still, Gonzalez
NOES: None
ABSENT: None
ABSTAIN: None

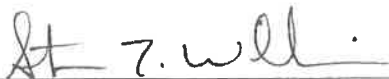
ATTEST:



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.

(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
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Cyber Liability

Limits of Liability

Each Occurrence	\$1,000,000
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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: _____