

RESOLUTION NO. 23-286

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING A TASK ORDER UNDER THE CITY'S GENERAL UTILITIES AND INFRASTRUCTURE CONTRACT WITH CHARLEY TOPPINO & SONS, INC. IN A TOTAL AMOUNT NOT TO EXCEED \$104,664.67 FOR CONCRETE AND LEAK REPAIRS AT THE RICHARD A HEYMAN ENVIRONMENTAL PROTECTION FACILITY (RAHEPF) CONTACT BASINS; AUTHORIZING ANY NECESSARY BUDGET ADJUSTMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 21-125, the City Commission approved a three-year General Utilities and Infrastructure Services contract with Charley Toppino & Sons, Inc.; and

WHEREAS, City staff recommends approval of a Task Order for concrete and leak repairs at the RAHEPF contact basins to improve safety, efficiency and appearance; and

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

Section 1: That the attached Task Order under the City's General Utilities and Infrastructure Contract with Charley Toppino & Sons, Inc. in a total amount not to exceed \$104,664.67, for

concrete and leak repairs at the RAHEPF contact basins, is hereby approved.

Section 2: That funding for the task order is budgeted in Sewer Repairs and Maintenance, account 401-3504-535-4600. Any necessary budget transfers or adjustments are hereby authorized.

Section 3: That the City Manager is authorized to execute any necessary documents for this project, 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 October, 2023.

Authenticated by the Presiding Officer and Clerk of the Commission on 12th day of October, 2023.


Filed with the Clerk on October 12, 2023.

Mayor Teri Johnston	<u>Yes</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>Absent</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>



TERI JOHNSTON, MAYOR

ATTEST:




KERI O'BRIEN, CITY CLERK



MEMORANDUM

Date: October 12, 2023

To: Honorable Mayor and Commissioners

Via: Albert P. Childress
City Manager 

From: Kelly Crowe, P.E.
Utilities Director

Subject: **Approving the task order from Charley Toppino & Sons, Inc. in the amount of \$104,664.67 to perform concrete and leak repairs to the Richard A. Heyman Environmental Protection Facility (RAHEPF) Contact Basin.**

Introduction

Staff recommends that the Mayor and City Commission approve the proposal from Charley Toppino & Sons, Inc. for construction, concrete and leak repair services in the contact basin at the Richard A. Heyman Environmental Protection Facility on Fleming Key in the amount of \$104,664.67.

Background

The Richard A. Heyman Environmental Protection Facility (RAHEPF) was placed into service in 1988. The treatment facility is located on Fleming Key. All wastewater from the City of Key West is pumped to this facility for treatment and disposal. The facility uses drilled pilings for structural support and consists of several concrete buildings and concrete process structures. Over the years, plant personnel have identified structural areas that require rehabilitation or repair to concrete surfaces.

There currently are a series of concrete spalling areas, some that have visible leaks in the utilidor area, under the contact basin at RAHEPF. Staff tasked Perez Engineering to design plans for remedial repair. Based on those plans, staff requested a proposal from Charley Toppino and Sons, Inc. (CTS) to make the repairs under their General Utilities Services Contract.

Procurement

The task order amount of \$104,664.67 from Charley Toppino & Sons, Inc. is consistent with the amounts quoted in their General Utilities Services Contract authorized per Resolution 21-125. Funds for this

project are available and will be used from account 401-3504-535-4600 Repairs and Maintenance.

Recommendation

The City Manager's Office recommends that the Mayor and Commission approve the proposal from Charley Toppino & Sons, Inc. in the amount of \$104,664.67 for the construction and leak repair services in the contact basin area at the Richard A. Heyman Environmental Protection Facility and authorize the City Manager to execute any necessary documents upon consent of the City Attorney and execute any necessary budget transfers.



PNEUMATIC RESTORATION SOUTH, INC

September 8, 2023

Toppino & Sons, Inc.
129 Toppino Industrial Dr.
Key West, Florida, 33040
PH: 305-296-5606 Cell: 305-304-2402 Email: reym@charleytoppino.com
Attention: Rey Martinez, Director of Operations

PRS Job # 23106

Pneumatic Restoration South Inc. (PRS Inc.) is submitting this estimate, this is not a proposal for injecting Hydro Active Polyurethane into the specified expansion joint and cracks in the Contact Basin at the Trumbo Point Annex in Key West, Florida. PRS will submit an offer based on this estimate once Toppino & Sons has responded to this estimate.

Pneumatic Restoration South Inc. (PRS Inc.) will provide all labor, materials, equipment and supervision necessary to complete the Scope of Work described in this proposal. Limited to the Terms and Conditions listed in this proposal.

SCOPE OF WORK

Polyurethane Injection

PRS will inject Prime Flex 920 Polyurethane into the specified expansion joint and cracks in the interior side of the Contact Basin Tank. This proposal is based on the injection of 26 feet of expansion Joint, and 192 feet of crack Toppino & Sons, Inc. will be responsible for all requirements included in the specifications and plans for this procedure, other than the injection of the polyurethane, as specifically described in this proposal. PRS will remove loose concrete and debris, previously applied materials, etc. from the surface of the specified joint or crack to be injected, as required. PRS will drill holes to intersect the joint or crack beneath the surface, approximately halfway through the wall or slab. The depth and angles the drilled holes and the spacing of the holes will be adjusted and based on the amount of penetration and travel achieved during the injection procedure. PRS will insert injection packers into each hole and inject a combination of water and Hydro Active Polyurethane into the joint or crack. If the injected material appears on the surface of the joint or crack or active leaks are eliminated, the injection will be continued. PRS will install Oakum or Saturated Oakum into the expansion joint before the injection procedure is performed to contain injected material if it is escaping before it cures. After the injected polyurethane has cured, the excess material and injection packers will be removed and the holes will be patched with repair mortar. PRS is authorized to change or adjust this procedure as necessary to achieve the best possible result. PRS will clean up to broom clean. Final clean up by others.

TERMS

Contract Price

PRS will charge on a Time and Material basis to perform the procedure described above. PRS will charge \$415.00 per hour for a 2 man crew, portal to portal (8 hours per mobilization) for normal hours (7:00am to 3:30pm on weekdays). PRS will charge \$535.00 per hour for premium hours (Weekdays 4:30pm to 8:00am and all hours on weekends and Holidays). PRS will charge \$90.00 per normal hour and \$120.00 per premium hour for each additional technician. Hourly rates are based on a minimum of 8 hours per day and 20 hours total. PRS will charge \$175.00 per gallon of Prime Flex 920 Polyurethane based on 5 gallons minimum, \$4.00 per injection packer and \$90.00 per unit of cementitious mortar. PRS estimates it will require approximately 40 normal hours of labor, 20 Gallons of Prime Flex 920 Polyurethane, 340 Injection Packers and 1 Unit of Repair Mortar to inject the estimated quantities. PRS will not exceed a total amount of \$25,150.00 for Normal hours or \$32,950.00 for premium hours, without prior authorization. PRS will charge an additional \$3,000.00 to provide confined Space Certification for 3 Technicians. PRS will require a down payment of \$10,000.00, which will be subtracted from the final invoice, the balance will be invoice upon completion and Due upon Receipt of the invoice, no retainage. Hourly rates include room and board.

P.O. Box 480355 – Delray Beach, FL. 33448

PH: 954-480-2999 – pnerestso@aol.com

September 8, 2023

Toppino & Sons, Inc.
PRS Job # 23106

CONDITIONS

- 1.) This proposal does not include the following and shall be supplied by Toppino & Sons, Inc., if required:
 - a.) Permits, bonds, etc. including all associated costs or fees.
 - b.) Engineering services, fees, tests, inspections, submittals, approvals, drawings, etc.
 - c.) Helping PRS comply with all site and Facility regulations and safety requirements including providing all required fans, lights, equipment that is required to comply with confined space work.
 - d.) Providing safe and unrestricted access to the property, including passes through Navy base and the Environmental Facility. This proposal and the hours included do not include additional time that maybe required for orientation or safety classes or gaining access to the property.
 - e.) Removing, moving, replacing, protecting, cleaning, repairing, covering, etc. all installed or stored equipment, adjacent and exposed surfaces, etc. so PRS has unrestricted access to the surfaces of the joint.
 - f.) Electricity and potable water sources on site and in the area we will be performing the injection.
 - g.) Restroom facilities (port a john) on site for PRS Inc. employees.
 - h.) Access and parking for PRS vehicles near the area we are working.
 - i.) Performing all required procedures associated with the operation of the facility and the tank being injected.
 - j.) Performing all other procedures or repairs that may be specified or required and not described or mentioned in the proposal, including painting and all other applications or repairs not specifically described in this proposal.
 - k.) Removing and disposing, etc. debris and waste associated with this work and the injection procedure and performing final clean up.
 - l.) Coordinating with and communicating with all entities associated with the access to the facility, the operation of the facility and all other procedures and/or requirements associated with this injection procedure other than the actual injection of the polyurethane.
- 2.) PRS will follow industry standards and manufactures recommendations and specifications to perform this procedure but the results of performing this injection procedure is not Warranted or Guaranteed to achieve the intended or a specific result.
- 3.) If for any reason, PRS cannot perform the injection procedure after mobilizing on the scheduled date or if the work requires PRS to stay overnight for any reason and PRS incurs Hotel and Perdium charges or expense, PRS will charge cost plus 10% to Toppino & Sons, Inc.
- 3.) This proposal includes General Liability, Workers Compensation and Auto Insurance that PRS Inc. currently has in effect. All other additional insurance requirements are not included and must be requested before PRS mobilizes and must be approved by PRS and may require additional charges or fees.
- 4.) PRS Inc. will charge the maximum amount of interest allowed by law to all invoices not paid within the Terms of this agreement.
- 5.) This proposal is valid for a period of 30 Days.
- 6.) This proposal will be govern by the laws of the State of Florida.
- 7.) If PRS Inc. employs an attorney to protect its interest, file suit or collect unpaid invoices associated with this project, the prevailing party will be entitled to collect reasonable attorney fees, court costs and expense incurred or expended, thereto.
- 8.) This proposal becomes a legally binding contract if signed below by both parties or the work is started with the knowledge of both parties.

Dennis A. Hoover
Vice President
Pneumatic Restoration South Inc.

Authorized Signature
Toppino & Sons, Inc.

Printed Signature

Position and Date

P.O. Box 480355 – Delray Beach, FL. 33448
PH: 954-480-2999 – pnerestso@aol.com
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Gerardo Betancourt
411 Crane Blvd
Summerland Key, FL 33042
(305) 797-0630
License number : SP4420

Work Location: Trumbo Point
September 8, 2023

PROPOSAL

We are pleased to quote on the Contact Basin Leak Repairs.

- *We proposed to cut 6 openings for the 6 new hatches.
- *Form to correct opening specks.
- *Reinforce and pour new openings.
- *Address all crack's mentioned on engineering plans.

We are proposing to do all work provided for this job for \$18,850

Total amount proposed :\$18,850

Accepted

SharpEdge

Date

Date