

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2014-112**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AWARDED BID FOR “AVENUE I DRAINAGE PROJECT” TO KEYS CONTRACTING SERVICES, INC.; APPROVING CONTRACT IN THE AMOUNT OF \$43,400; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon (the “City”) issued an Invitation To Bid (ITB) for the Avenue I Drainage Project (the “Project”) on August 15, 2014, with sealed bids opened on September 2, 2014; and

**WHEREAS**, Keys Contracting Services, Inc. (Keys Contracting), submitted the lowest responsive and responsible bid in the amount of \$43,400 in response to the City’s ITB as set forth in the Bid tabulation attached hereto as Exhibit “A-1”; and

**WHEREAS**, the City Council desires to award the Bid for the Project to and enter into a Contract with Keys Contracting, in the amount of \$43,400 as shown in Exhibit “A.”

**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 are incorporated herein.

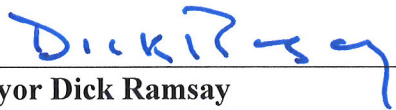
**Section 2.** The City Council hereby awards the Bid to and approves the Contract in Exhibit “A” with Keys Contracting Services, Inc. for the Avenue I Drainage Project in the amount of \$43,400.

**Section 3.** The City Manager is authorized to execute the Contract with Keys Contracting Services, Inc.

**Section 4.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 9<sup>th</sup> day of September, 2014.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
Mayor Dick Ramsay

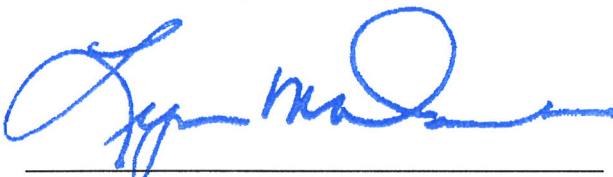
AYES: Bartus, Bull, Senmartin  
NOES: None  
ABSENT: Keating  
ABSTAIN: Ramsay

**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:**

  
\_\_\_\_\_  
Lynn M. Dannheisser, City Attorney

**SECTION 00500  
AGREEMENT BETWEEN  
THE CITY OF MARATHON  
AND  
KEYS CONTRACTING SERVICES, Inc.  
For  
AVENUE I DRAINAGE IMPROVEMENTS**

**THIS AGREEMENT** is made between the City of Marathon, Florida, a Florida municipal corporation whose address and principal place of business is 9805 Overseas Highway, Marathon, Florida 33050, (hereinafter the “City”) and Keys Contracting Services, inc. a Florida corporation whose address and principal place of business is: 935 107<sup>th</sup> Street, Gulf Marathon, FL 33050, (hereinafter the “Contractor”), and

**WHEREAS**, the City desires to engage the Contractor to provide construction services as specified below (the “Work”).

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Contractor and the City agree as follows.

1. **Scope of Services/Deliverables.**

- (a) The Contractor shall provide the Work for a lump sum price of \$43,400.00 specified in **Exhibit “A” – Scope of Work** attached to this Agreement, and made a part hereof by this reference. Contractor shall be responsible for supplying all apparatus, equipment, labor, materials, means of transport, services and tools incidental or necessary to complete the Work.

2. **Term/Commencement Date and Liquidated Damages.**

- (a) Unless specified otherwise in **Exhibit “A”** the Contractor shall not commence work until the City issues Contractor a written Notice to Proceed and the Work shall be substantially completed within **(60)** calendar days after the date specified in the Notice to Proceed (“Substantial Completion”), and fully completed and ready for final payment in accordance with the Agreement Documents within **(90)** calendar days after the date specified in the Notice to Proceed (“Final Completion”). The City Manager may extend the term of this Agreement up to an additional fifteen (15) days at his sole discretion based upon the recommendation of the City’s Community Services Director, City Engineer or Utilities Director.
- (b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth in **Exhibit “A”**, unless extended by the City Manager. The City shall issue a written notice identifying the date the Work is deemed fully complete which shall be the Final Completion date.

- (c) City and Contractor recognize that time is of the essence in this Contract and that the City will suffer financial loss if the Work is not completed within the contract times specified herein, plus any approved extensions thereof allowed by the City. The Contractor also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by City if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages to compensate the City, and not as a penalty for delay or as an incentive to complete on time, Contractor shall pay City **(\$250.00)** for each calendar day that expires after the time specified for Substantial Completion of the Work. After Substantial Completion, if Contractor fails to fully complete the Work within the time specified for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City **(\$100.00)** for each calendar day that expires after the time specified for Final Completion and readiness for final payment. Contractor agrees that the liquidated damage amounts specified herein bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City's reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the Work is not substantially completed on time and/or fully completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.
- (d) Should the Substantial Completion and/or Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set above because of lack of performance by the Contractor, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the City including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.
- (e) Monies due to the City for liquidated damages and/or actual damages shall be deducted from any monies due the Contractor, or if no money is due or the amount due is insufficient to cover the amount charged, the Contractor shall be liable for said amount.

3. **Compensation and Payment.**

- (a) For the purpose of developing the values to be paid on a monthly basis, Contractor shall submit a Schedule of Values to be reviewed and approved by the City at least thirty (30) days before the first progress payment request. This Schedule of Values shall constitute the values of each unit within each category that will be paid for the Work (see, Application for Payment, Instructions “General Information”).
- (b) 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 the form attached hereto as **Exhibit “B,”** or such other form as may be provided by City from time to time, which is to 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. The City will withhold 10% of each Pay Application as retainage which shall be paid upon Final Completion of the Work.
- (c) Each application for partial payment shall include partial lien/bond releases from all subcontractors and suppliers and a sworn statement by Contractor 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. If payment has been withheld from a subcontractor and/or supplier the sworn statement shall state the reasons for the nonpayment. All partial payment requests shall be accompanied by consents of surety for each subcontractor and supplier.
- (d) The final application for payment shall be accompanied by all documentation called for in the Agreement Documents, together with complete and legally effective releases and/or waivers (satisfactory to City) of all liens and claims arising out of or in connection with the Work and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish a sub-tier release, Contractor shall provide the City with a sworn written explanation for why the subcontractor or supplier has not been paid. The City may require the Contractor to provide security to ensure all disputed and/or undisputed amounts owed are paid; or withhold the disputed and/or undisputed amounts owed from the final payment until such time as the final releases and consents of surety for each subcontractor and supplier.
- (e) The City shall pay Contractor in accordance with the Florida Prompt Payment Act. When the Contractor believes the Work is substantially complete, the Contractor shall notify the City and within 15 calendar days the parties shall create and review a single draft punch list of items to be completed in order for the Work to be fully complete. The City shall review the draft punch list and within 5 days of being provided with the draft punch list, the City shall provide the Contractor with the Final Punch list of work to be completed for the Work to be deemed fully complete.

- (f) 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.
- (g) All payments shall only be from appropriations budgeted on an annual basis.

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.
- (b) Any subcontractors used on the Work must have the prior written approval of the City Manager and be properly licensed and insured in the same amounts as the Contractor.

5. **City's Responsibilities.**

- (a) Upon request, if available, the City shall furnish maps, plans, studies, reports and other information regarding anticipated field conditions readily available and in the City's possession.
- (b) The City shall arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to inspect the site and perform the Work as may be requested in writing by the Contractor.

6. **Contractor's Responsibilities.**

- (a) 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 conform to the Scope of Work or perform as intended, upon written notification from the City Manager, the Contractor shall at Contractor's sole expense, immediately correct the Work.
- (b) Contractor and its subcontractors shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall develop and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent public and private property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole

or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be immediately remedied by Contractor. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the City has made final payment to Contractor.

- (c) On a daily basis during the course of the Work, Contractor shall maintain the site free of debris and dust so as to minimize any inconvenience to surrounding properties. Upon completion of the Work, Contractor shall remove all apparatus, debris, equipment, materials, and tools created or used to construct the Work, and except for the Work or as otherwise directed by the City return the site in the same condition as at the beginning of the Work.
- (d) If the Work will create any obstructions, road closures or traffic impacts, Contractor shall provide the City and surrounding property owners with no less than seventy-two (72) hours prior notice of the anticipated or planned obstructions, road closures or traffic impacts.
- e) Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. The City shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for prosecution of 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) Unless directed otherwise in writing by the City Manager, upon receipt of the City's written notice of intent to terminate or notice of actual termination, Contractor shall stop the Work.
- (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 properly indexed and labeled 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.**

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents

upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverage shall include a minimum of:

- (a) Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law. Contractors with Worker's Compensation exemption shall not hold City liable for employee injury or claims.
- (a) Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than **\$10,000** per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than **\$100,000** per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
- (d) The Contractor will add the City as an additional named insured on all insurance policies applicable to the Work under this Agreement. Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Certificates of Insurance shall include the City as additional named insured. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

9. **Nondiscrimination.**

- (a) 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);



**CONTRACTOR AGREES THAT THERE IS NO IMPLIED OR EXPRESS WARRANTY OF CONSTRUCTABILITY WITH REGARD TO THE WORK OR DESIGN ENCOMPASSED BY THE AGREEMENT DOCUMENTS.**

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) **General Indemnity.** Contractor shall indemnify and hold harmless the City, its officers, and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of engineers, architects, attorney's, consultants and other professionals and trial and appellate court and arbitration costs arising out of or resulting from the performance of the Work, excluding claims arising from the sole negligence of City. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (i) any and all bodily injuries, sickness, death, disease; (ii) injury to or destruction of real property or tangible personal property, be it publicly or privately owned, including the loss of use resulting therefrom; (iii) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of the Work including the warranty period; (iv) the use of any improper materials; (v) any construction defect including patent defects; (vi) any act or omission of Contractor or his Subcontractors, agents, servants or employees; (vii) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, his Subcontractors, agents, servants or employees; (viii) the breach or alleged breach by Contractor of any term of this Agreement, including the breach or alleged breach of any warranty or guarantee.
- (b) **Defense.** In the event that any claims are brought or actions are filed against the City that are encompassed by the Contractor's duty to indemnify as stated in this Agreement, the Contractor agrees to defend against all claims and actions brought against the City regardless of whether such claims or actions are rightfully or wrongfully brought or filed. City reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated

therewith including any costs or fees of an appeal shall be the responsibility of Contractor.

- (c) Specific Indemnity. Contractor shall indemnify and hold harmless the City for liability for damages to persons or property caused in whole or in part by any act, omission, or default of the City, its officers, directors, agents, or employees arising from the Agreement or its performance. Such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the City or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. The extent of the indemnification shall be limited to \$5,000,000 which the parties agree bears a reasonable commercial relationship to the contract. The monetary limitation on the extent of the indemnification provided to the City shall not be less than \$1 million per occurrence.
- (d) Payment of Losses. Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of City, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of City when applicable.
- (e) Contractor's indemnification shall not be limited to the amount of comprehensive general liability insurance which Contractor is required to obtain under the Agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Section 768.28 *Florida Statutes*, as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Section and its subparts.
- (f) The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

- (a) 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: Michael Puto  
City Manager  
City of Marathon, Florida  
9805 Overseas Highway  
Marathon, Florida 33050

With a Copy to:

For The Contractor: Chris Gratton, President  
Keys Contracting Services, Inc.  
935 107<sup>th</sup> Street, Gulf  
Marathon, FL 33050

14. **Governing Law.**

- (a) 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. The Records shall be properly indexed and labeled.
- (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 terminate 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.**

- (a) This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Manager. 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.**

- (a) 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.**

- (a) 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.**

- (a) The Contractor shall ensure that it, and all its subcontractors (at all tiers), comply with all federal, state and local applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

21. **Waiver.**

- (a) The failure of the City 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.**

- (a) 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.**

- (a) 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.**

- (a) 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.**

- (a) 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.**

- (a) 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.**

- (a) Prior to commencing the Work identified in **Exhibit "A,"** the Contractor shall 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. The Performance and Payment Bonds will cease to be effective on the date of the City's final payment for the Work. Effective immediately thereafter, Contractor shall provide a Maintenance Bond for the one year warranty period commencing on the date of the City's final payment for the Work in the amount of one hundred twenty five percent (125%) of the Work price.
- (b) City may deem this Section "Not Applicable" as provided on the Instructions to Bid for the Work.

28. **Continuing the Work.**

- (a) Unless directed otherwise in writing by the City Manager, Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City.

29. **Changes In The Work.**

- (a) Without invalidating the Agreement and without notice to any surety, City may, at any time or from time-to-time, order additions, deletions, or revisions in the Work by a Written Amendment or Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved.
- (b) The Contract Price may only be changed by a written Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice of intent to claim delivered to the City promptly [but in no event later than three (3) business days after the first occurrence of the event giving rise to the amount of the claim]. Contractor shall deliver to the City a good faith estimate of the cost and time impacts caused by the claim causing event within seven (7) calendar days of the first occurrence of the event giving rise to the claim. Within seven (7) calendar days of the conclusion of the claim causing event, but no later than the Substantial Completion date, Contractor shall deliver to the City a full and complete written claim identifying all costs and time impacts that the Contractor believes should be paid due to the claim causing event and shall include full and final substantiation for all price and time adjustments. The City Manager will review the claim and make a decision on the request. The City Manager's decision will be final unless within seven (7) calendar days of the date of the City Manager's decision the Contractor provides the City with written notice expressly stating that the Contractor disputes the decision and intends to pursue the matter via litigation. Failure by Contractor to strictly comply with the provisions of this article will result in a waiver of the claim.

30. **Subsurface Conditions**

- (a) Information shown on the Drawings and/or indicated in the Agreement Documents as to the location of existing utilities and subsurface conditions has been prepared from the most reliable data available to the City. This information is not guaranteed, however, and it shall be the Contractor's responsibility to determine the location, character and depth of existing utilities. The City expressly disclaims any warranty as to the underground conditions to be encountered. The Contractor should not rely on locations, condition, or quantity of subsurface structures or conditions depicted on drawings, as the locations, condition, and quantities are approximations.

31. **Compensation for Delay.**

- (a) **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS, DISRUPTION, INTERFERENCE, OR HINDRANCE** (collectively “Delay”). Notwithstanding anything to the contrary contained in the Agreement Documents, the Contractor shall not be entitled to additional compensation for any Delay unless the Delay shall have been caused by acts constituting willful or intentional interference by the City with the Contractor’s performance of the Work, and then only where such acts continue after Contractor’s written notice to the City of such interference.


**[REMAINDER 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:

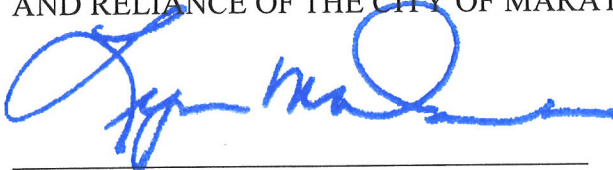
CITY OF MARATHON

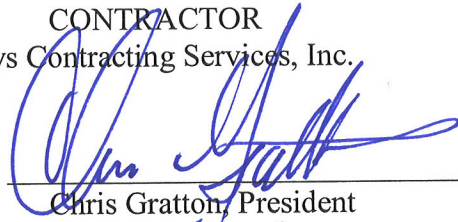
  
Diane Clavier, City Clerk

By:   
Michael Puto, City Manager

Date: 3/3/2015

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

  
City Attorney

CONTRACTOR  
Keys Contracting Services, Inc.  
By:   
Chris Gratton, President

Date: 2/24/15



**EXHIBIT "A"**  
**SCOPE OF WORK**

Site Construction Plans, AVENUE I Drainage Improvements.  
Prepared by: David Douglas Associates, Inc.

SITE CONSTRUCTION PLANS

# AVENUE I

## DRAINAGE IMPROVEMENTS MARATHON, FLORIDA 33050

### SECTION 5, TOWNSHIP 66 S, RANGE 33 E



1821 Victoria Avenue  
Fort Myers, Florida 33901  
Ph. 239-237-3330  
Website: www.ddai-engineers.com  
Certificate of Authorization # 1578

Project Name

Avenue I  
Drainage  
Improvements

Project Address

Avenue I  
Marathon Florida 33050

Client/Owner

City of Marathon  
9825 Overseas Hwy  
Marathon, FL 33050

Project Manager

Steve Hurley  
Phone: 239-337-3330  
Email: sh@ddai-engineers.com

Project Engineer:

*J. H. [Signature]*  
7/22/13

Garthright, Jr.  
FLA. REG. P.E. # 501-20588  
P.L.L.C. MEMBER, INCL. MEMBER, F.S.P.E.  
RECORDING LICENSE # 4780-10

Legal Disclaimer  
The Engineer shall not be responsible for any conditions or changes in ground conditions or other factors not shown on the drawings. The Engineer shall not be responsible for any errors or omissions on the drawings. The Engineer shall not be responsible for any damage to property or persons caused by the use of the drawings.

Revisions:

DATE	DESCRIPTION

SITE DATA:

PROJECT NO.	150618
PROJECT NAME	AVENUE I DRAINAGE IMPROVEMENTS
PREPARED BY	STEVE HURLEY
CHECKED BY	STEVE HURLEY
DATE	07/22/13
SCALE	AS SHOWN ON DRAWING
DRAWN DATE	07/22/13
PROJECT NO.	150618
PROJECT NAME	AVENUE I DRAINAGE IMPROVEMENTS
PREPARED BY	STEVE HURLEY
CHECKED BY	STEVE HURLEY
DATE	07/22/13
SCALE	AS SHOWN ON DRAWING
DRAWN DATE	07/22/13

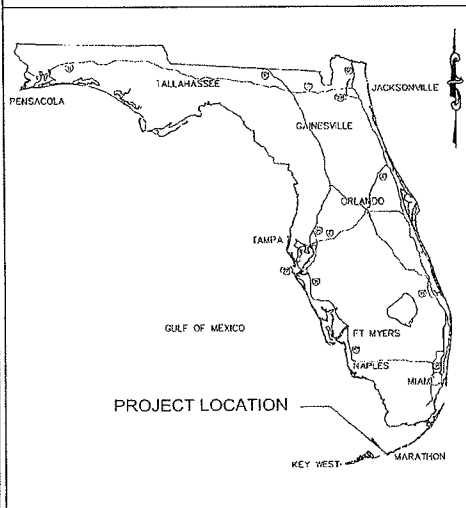
SHEET TITLE:

COVER

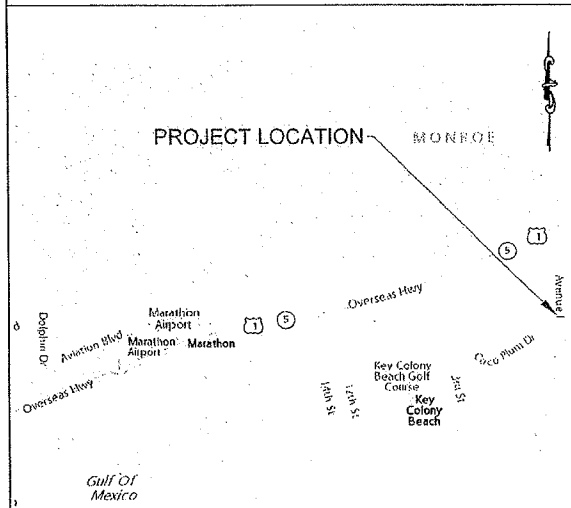
SHEET NO. 01 OF 02

PERMIT PLANS

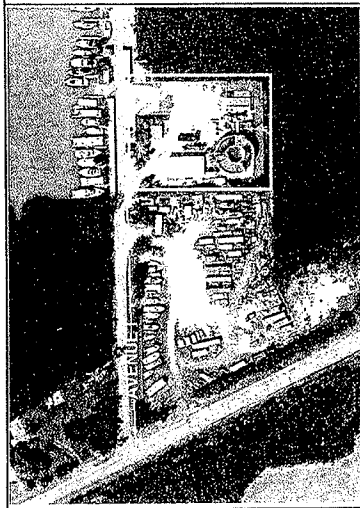
VICINITY MAP



STREET MAP



AERIAL



INDEX OF DRAWINGS

Sheet #	Sheet Title
1	COVER SHEET
2	DRAINAGE PLAN

Exhibit "A"



**EXHIBIT "B"**

**APPLICATION FOR PAYMENT**

**Application For Payment No. \_\_\_\_\_**

To: City of Marathon  
From: Keys Contracting Services, Inc.  
Agreement: 2014-112  
Project: Avenue I Drainage Improvements  
For Work accomplished through the date of: \_\_\_\_\_

---

1.	Original Contract Price:	\$ 43,400.00
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ _____
3.	Current Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Retainage (per Agreement):	
	_____ % of completed Work:	\$ _____
	_____ % of stored material:	\$ _____
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ _____
7.	Less previous Application for Payments:	\$ _____
8.	<b>DUE THIS APPLICATION (6 MINUS 7):</b>	<b>\$ _____</b>

Accompanying Documentation: \_\_\_\_\_  
\_\_\_\_\_

**Contractor's Certification:**

The undersigned Contractor certifies that (1) all previous progress payments received from City on account of Work done under the Agreement referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to City at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to City indemnifying City against any such lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Agreement Documents and not defective.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated \_\_\_\_\_  
\_\_\_\_\_  
City's Representative

## **APPLICATION FOR PAYMENT**

### **INSTRUCTIONS**

#### **A. GENERAL INFORMATION**

The sample form of Schedule of Values is intended as a guide only. Many projects require a more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by City and Contractor at the time Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Agreement permits (or the law provides), and Contractor elects to deposit securities in lieu of retainage.

#### **B. COMPLETING THE FORM**

The Schedule of Values, submitted and approved, should be reproduced as appropriate in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of installation. Also, note that each Unit Price is deemed to include Contractor's overhead and profit.

All Change Orders affecting the Contract Price should be identified and included in the Schedule of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

#### **C. LEGAL REVIEW**

All accompanying documentation of a legal nature, such as lien waivers, should be reviewed by an attorney.

Application No. \_\_\_\_\_

Date: \_\_\_\_\_

ITEM	UNIT PRICE	ESTIMATED QUANTITY	SCHEDULE OF VALUES AMOUNT	QUANTITY COMPLETED	AMOUNT	%	MATERIAL STORED	AMOUNT COMPLETED AND STORED
1.	\$		\$		\$		\$	\$
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
<b>TOTAL</b>			\$		\$		\$	\$

Note: Total Schedule of Values Amount should equal the current Contract Price.

**EXHIBIT "C"**  
**CHANGE ORDER**

CHANGE ORDER NO. \_\_\_\_\_

---

---

**TO: City of Marathon**

**PROJECT:**

**CONTRACTOR:**

**DATE:**

---

---

This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on **Exhibit "1"** attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages, and/or time adjustments of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under the Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$\_\_\_\_\_ under the Agreement will be [**unchanged**] [**changed**] by this Change Order, and (b) the schedule for performance of Work will be [**unchanged**] [**changed**] by this Change Order. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

---

---

CONSENT OF SURETY TO CHANGE ORDER

The Surety Agrees that this change order is not a cardinal change and if the Change Order includes an increase in the Contract amount, then the penal amount of the payment and performance bond issued for this Contract is increased by the dollar amount of this Change Order.

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

**City of Marathon**

**Contractor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Exhibit "1"

CHANGE ORDER SUMMARY

This Change Order is necessary to cover changes in the Work to be performed under this Agreement. Except as may be modified herein all of the provisions of the Agreement apply to and govern all Work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE AGREEMENT DOCUMENTS:

- (1) Original Contract Price \$43,400.00
- (2) Current Contract Price (Adjusted by Previous Change) \_\_\_\_\_
- (3) Total Proposed Change in Contract Price \_\_\_\_\_
- (4) New Contract Price (Item 2 + Item 3) \_\_\_\_\_
- (5) Original Contract Time
- (6) Proposed Change in Contract Time \_\_\_\_\_
- (6) Current Contract Time (Adjusted by Previous Change) \_\_\_\_\_
- (7) Total Proposed Change in Contract Time \_\_\_\_\_
- (8) New Contract Time (Item 6 ± Item 7) \_\_\_\_\_
- (9) Original Contract Substantial Completion Date \_\_\_\_\_
- (10) New Contract Substantial Completion Date \_\_\_\_\_

CHANGE ORDER HISTORY						
Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time
I.	Total Contract Price	\$	\$	\$	\$	
Total					\$	

The Change Order is a result of: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The cost breakdown is as follows:

WORK ITEM DESCRIPTION	PRICE
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL	\$

**EXHIBIT "D"**  
**PAYMENT AND PERFORMANCE BONDS**

(The Statutory Payment and Performance Bonds and the covered amounts of each are separate and distinct from each other)

**Payment Bond**

**Bond No.** \_\_\_\_\_

**This Bond must be recorded by Contractor and a certified copy provided to the City before payment will be made by the City.**

BY THIS BOND (the "Bond"), We (Insert Name, Address and Telephone No.) as principal (the "Contractor"), and (Insert Name, Address and Telephone No.) as surety (the "Surety"), are bound to the City of Marathon, a Florida municipal corporation whose address is 9805 Overseas Highway, Marathon, Florida 33050, [phone number: (305) 743-0033] (the "City"), in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for payment of which Contractor and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written Agreement entered into by Contractor and City, for the following:

Agreement Title: \_\_\_\_\_  
Agreement No.: \_\_\_\_\_  
Agreement Date: \_\_\_\_\_

THE CONDITION OF THIS BOND is that if the Contractor:

Promptly makes payments to all claimants as defined in Section 255.05(1), *Florida Statutes*, supplying Contractor with labor, material, and/or supplies, used directly or indirectly by Contractor in the prosecution of the Work provided for in the Agreement;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Agreement Documents and compliance or noncompliance with any formalities connected with the Agreement or with the changes, do not affect Surety's obligation under this Bond. Surety hereby waives notice of any alteration or extension of time to the Agreement made by the City.

Claimants must comply with notice requirements set forth in Section 255.05(2), *Florida Statutes*. No action shall be instituted against Contractor or Surety under this Bond after the time limits set forth in Section 255.05, *Florida Statutes*.

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WHEN THE CONTRACTOR IS AN INDIVIDUAL:**

\_\_\_\_\_  
Contractor  
Name: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness) \_\_\_\_\_  
\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Witness) \_\_\_\_\_  
\_\_\_\_\_  
(Name and Address)

**WHEN THE CONTRACTOR OPERATES UNDER A TRADE NAME:**

\_\_\_\_\_  
Contractor  
Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness) \_\_\_\_\_  
\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Witness) \_\_\_\_\_  
\_\_\_\_\_  
(Name and Address)

WHEN THE CONTRACTOR IS A CORPORATION:

\_\_\_\_\_  
Contractor  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Corporation Name: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

Corporate Seal

\_\_\_\_\_  
(Corporate Secretary)  
Name: \_\_\_\_\_

**SURETY**

\_\_\_\_\_  
Surety  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness) (Name and Address)

\_\_\_\_\_  
(Witness) (Name and Address)

**ATTORNEY-IN-FACT**

\_\_\_\_\_  
Name: \_\_\_\_\_

*NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.*

*NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.*

*NOTE 3: Surety shall include evidence that Agent/Attorney-in-Fact is licensed in Florida.*

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

**ATTACH** a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Bond on behalf of Surety.

**Performance Bond**

**Bond No.** \_\_\_\_\_

**This Bond must be recorded by Contractor and a certified copy provided to the City before payment will be made by the City.**

BY THIS BOND (the "Bond"), We (Insert Name, Address and Telephone No.) as principal (the "Contractor"), and (Insert Name, Address and Telephone No.) as surety (the "Surety"), are bound to the City of Marathon, a Florida municipal corporation whose address is 9805 Overseas Highway, Marathon, Florida 33050, [phone number: (305) 743-0033] (the "City"), in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for payment of which Contractor and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written Agreement entered into by Contractor and City, for the following:

Agreement Title: \_\_\_\_\_  
Agreement No.: \_\_\_\_\_  
Agreement Date: \_\_\_\_\_

THE CONDITION OF THIS BOND is that if the Contractor:

1. Performs said Agreement in accordance with its terms and conditions, the Agreement being made a part of this Bond by reference, at the times and in the manner prescribed in the Agreement; and
2. Pays City all losses, damages (direct and consequential, including delay and liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that City sustains because of a default by Contractor under the Agreement; and
3. Pays City all other amounts due City by Contractor because of a default by Contractor under the Agreement; and
4. Performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Agreement Documents and compliance or noncompliance with any formalities connected with the Agreement or with the changes, do not affect Surety's obligation under this Bond. Surety hereby waives notice of any alteration, change or extension of time to the Agreement made by the City.

No action shall be instituted under this Bond after the time limits set forth in Section 255.05, Florida Statutes.

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**WHEN THE CONTRACTOR IS AN INDIVIDUAL:**

\_\_\_\_\_  
Contractor  
Name: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness) \_\_\_\_\_  
\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Witness) \_\_\_\_\_  
\_\_\_\_\_  
(Name and Address)

**WHEN THE CONTRACTOR OPERATES UNDER A TRADE NAME:**

\_\_\_\_\_  
Contractor  
Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness) \_\_\_\_\_  
\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Witness) \_\_\_\_\_  
\_\_\_\_\_  
(Name and Address)



WHEN THE CONTRACTOR IS A CORPORATION:

\_\_\_\_\_  
Contractor  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Corporation Name: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

Corporate Seal

\_\_\_\_\_  
(Corporate Secretary)  
Name: \_\_\_\_\_

**SURETY**

\_\_\_\_\_  
Surety  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness) (Name and Address)

\_\_\_\_\_  
(Witness) (Name and Address)

**ATTORNEY-IN-FACT**

\_\_\_\_\_  
Name: \_\_\_\_\_

*NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.*

*NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.*

*NOTE 3: Surety shall include evidence that Agent/Attorney-in-Fact is licensed in Florida.*

**IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.**

**ATTACH** a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Bond on behalf of Surety.

END OF SECTION  
SECTION 00500

**Scope of Work: Avenue I Drainage Project**

Item	BIDDERS	AMOUNT	Comment
1	Charlie Toppino & Sons, Inc.	\$ 50,200.00	Met Responsive & Responsible Criteria
2	Douglas N. Higgins, Inc.	\$ 53,720.00	Met Responsive & Responsible Criteria
3	Gianetti Contracting Corporation	\$ 77,387.00	Met Responsive & Responsible Criteria
4	Keys Contracting Services, Inc.	\$ 43,400.00	Met Responsive & Responsible Criteria



**CITY OF MARATHON, FLORIDA**

9805 Overseas Highway, Marathon, Florida 33050  
www.ci.marathon.fl.us

**ADDENDUM NO. 1**

*Issue Date: August 18, 2014*


**Project Name:** ITB-44-0-2014/ZH Avenue I, Drainage Improvements

**Notice to All Proposers:** THE FOLLOWING ADDENDUM IS INTENDED TO DOCUMENT CLARIFICATIONS AND RESPONSES TO QUESTIONS RECEIVED AND ANSWERS PROVIDED AS "REQUESTS FOR INFORMATION."

A certified General Contractor (CGC) or a Certified Underground Contractor (CUC) license is required for this project. No other licenses will be accepted.

PROOF OF RECEIPT - SUBMIT WITH BID

**Recipient  
Signature:  
Print Name:  
Firm:  
Date:**

  
CHRIS GRATION

Keys Contracting Services  
935 107th St Gulf  
Marathon, FL 33050

8/18/14



## CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050  
www.ci.marathon.fl.us

### ADDENDUM NO. 2

Issue Date: August 25, 2014

Project Name: ITB-44-0-2014/ZH Avenue I, Drainage Improvements

Notice to All Proposers: THE FOLLOWING ADDENDUM IS INTENDED TO DOCUMENT CLARIFICATIONS AND RESPONSES TO QUESTIONS RECEIVED AND ANSWERS PROVIDED AS "REQUESTS FOR INFORMATION."

#### Questions:

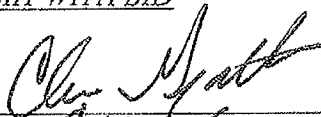
- 1) Question: Is the contractor responsible for layout and certified as-built drawings?  
Answer: As-built drawings will need to be located and certified by a surveyor. A surveyor is not necessary for the layout, but is highly encouraged.
- 2) Question: Is the contractor responsible for compaction testing?  
Answer: YES, See paving, grading and drainage note #15, plans on sheet 2 of 2.
- 3) Question: Is the contractor responsible for sodding disturbed areas?  
Answer: YES, See general construction note #3, plans sheet 2 of 2.

#### Attachments

- 1) Pre-bid sign in sheet from August 21, 2014.
- 2) Pre-bid agenda discussion from August 21, 2014.

#### PROOF OF RECEIPT - SUBMIT WITH BID

Recipient  
Signature:  
Print Name:  
Firm:  
Date:

  
CHRIS GRANNON

Keys Contracting Services  
935-107th St Gulf  
Marathon, FL 33050

8/25/14

SECTION 00300  
BID FORM

BID FROM:

Company: Keys Contracting Services  
935 107th St Gulf  
Marathon, FL 33050

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone/ Fax: 305-743-7080 Fax 305-743-7079

Bidder agrees to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of: " AVENUE I, Drainage Improvements" in the CITY OF MARATHON, Florida.

To: **CITY OF MARATHON**  
**ATTN: CITY CLERK**  
**9805 Overseas Highway**  
**Marathon, Florida 33050**

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY in substantially the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CITY.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>8-18-14</u>
<u>#2</u>	<u>8-25-14</u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all documents as applicable: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, and (2) reports and drawings of a Hazardous Environmental Condition, if any.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. Bidder has given CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CITY.

Bidder's Information:

The BIDDER states that he is an experienced CONTRACTOR and has completed similar projects within the last five years. This information has been provided on Document 00301, Contractor's Qualifications Statement.

Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the Contract Documents on or before the dates or within the number of calendar days indicated in the Contract. If the Bidder does not agree with the construction time allocated in the Agreement, the bidder should not submit a bid.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Contract Documents,.

The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of Bid Bond or Cashiers' Check; N/A
- B. Contractor's Qualifications Statement containing a tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid;
- C. Signed Trench Safety Act document (if applicable)
- D. O.S.H.A. Standards Acknowledgement
- E. Copy of the contractor license(s)/state certification(s)/local registration(s) required to perform the Work (if any),
- F. Evidence of Insurability
- G. Addenda Acknowledgement

The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



BID

Bid Item No./Description

Lump Sum Price

Details as described on the attached  
Plans and Specifications

ITEM	UNIT	AMOUNT
Avenue I, Drainage Improvements	ILS	\$ 43,400 <sup>00</sup>
		\$
		\$
		\$
TOTAL	Lump Sum	\$ 43,400 <sup>00</sup>

TOTAL BASE BID:

\$ forty three thousand four hundred (Dollars)

Bidder will complete the work in accordance with the Contract Documents for the Total Base Bid itemized above.

SUBMITTED on Sept. 2, 2014.

State Contractor License No. CGC1521156. (If applicable.)



If Bidder is:

~~An Individual~~

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

(Individual's Signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

~~A Partnership~~

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation

Corporation Name: Keys Contracting Services (SEAL)

State of Incorporation: FLORIDA

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: [Signature]

(Signature -- attach evidence of authority to sign)

Name (typed or printed): J. CHRIS GRANTON

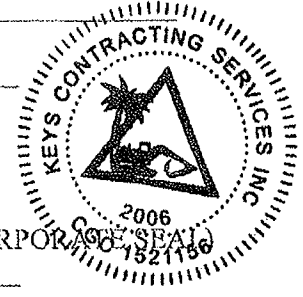
Title: PRESIDENT

Attest: [Signature]  
(Signature of Corporate Secretary)

Business address: Keys Contracting Services  
935 107th St Gulf  
Marathon, FL 33050

Phone No.: 305-743-7080 FAX No.: 743-7079

Date of Qualification to do business is 2-6-06



End of Section

**SECTION 03008  
TRENCH SAFETY FORM**

This form must be completed and signed by the Bidder.

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

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

<u>Method of Compliance</u>	<u>Cost</u>
<i>Trench Wall Stability</i>	Total: \$ <u>3,000-</u>

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

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

*[Signature]*  
Witness Signature

*[Signature]*  
Bidder's Signature

*[Signature]*  
Witness Signature

CHRIS GRAYSON  
Printed Name

President  
Title

9.2.14  
Date

9.2.14  
Date



SECTION 00301  
SUPPLEMENT TO BID FORM  
CONTRACTOR'S QUALIFICATIONS STATEMENT

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

1. Please describe your company in detail.

*Full Service General Contracting and Wastewater  
Company. STATE CERTIFIED*

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

**Keys Contracting Services  
935 107th St Gulf  
Marathon, FL 33050**

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

*P. 305-743-7080*

*F. 305-743-7079*

4. Number of employees:

*32*

5. Number of employees assigned to this project:

*4*

6. Company Identification numbers for the Internal Revenue Service:

*20-9293019*

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

8. How many years has your organization been in business performing, as a substantial portion of its business, the types of work described in the Bidding Documents? Does your organization have a specialty and, if so, what is it?

8 YEAR, ONSITE SYSTEMS & DRAINAGE

9. What is the most recent project of this nature or magnitude that you have completed? Please provide project description, contract/project number, owner's contact information, reference, and final contract price.

Marathon, Properties, 16th St Marathon, FLA.

Complete Drainage & Wastewater Collection Systems

10. Have you ever completed a public works project in Monroe County, Florida? If so, please provide project description, contract/project number, and final contract price.

Multiple projects with City of Marathon.  
Zully Weymeyer & Deb London

11. Have you ever failed to complete any work awarded to you? If so, provide the reason, project description, contract/project number, owner's contact information and reference.

No

12. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work similar to the Work described in the Bidding Documents:

12.1

Project Name

City of Marathon

Contact Person

Zully

Address

Marathon, FLA

Telephone No.

12.2

Project Name Monroe County Facilities  
 Contact Person Bob Stone  
 Address 3301 O'S Hwy Marathon  
 Telephone No. 33050

12.3

Project Name Joey Roger Travel Park  
 Contact Person Andrew Jackson  
 Address Grassy Key Florida  
 Telephone No. 310.227.1162

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

Name of Project	Owner	Value	Contract Completion Date	% of Completion to Date
Grinder Pump Stations	KLWTO	850,000	Extended	30%
VACUUM PIT Replacements	SEVERN. TRENT	600,000	Add. cons to Contracts	10%
PRIVATE Sewer Connections	VARIES	VARIES	MULTIPLE IN Progress	50%
Alarm Homes	LIONS LAIR LLC	400,000	OCTOBER 14	70%
Concrete Restoration	Royal Plum Club.	85,000	Oct. 14	50%
Concrete Restoration	MAUREAU	52,000	OCT 14	70%

(Continue list on insert sheet, if necessary.)

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

*YES*

15. Provide a list of subcontractor(s) and suppliers you intend to utilize on the Project that will provide more than 10% of the value of your Total Base Bid .

SubContractor/Supplier Name	Address	Work to be Performed
<i>FLA PROTECT</i>	<i>Homes road.</i>	<i>Basins/Manholes</i>

*The foregoing list of subcontractor(s)/suppliers may not be amended after award of the contract without the prior written approval of the City Manager.*

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

*Tractors & Backhoes, EXCAVATORS*

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

*NONE*

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

*NONE*

19. State the names of your proposed Project Manager, Superintendent and Certified Maintenance of Traffic Supervisor, give details of his or her qualifications and experience in managing similar work.

DAVID TRACEY and Bob McElroy - Many Years  
Performing this Super for KCS.

20. Provide copies of audited or CPA-reviewed financial statements for the past three years, indicating, at a minimum, annual revenues and net income/loss for the past three years.

on Request.

21. Provide names, addresses and telephone numbers of at least three vendor credit and bank references or lines of credit.

See Attached



22. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If a corporation, also state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, also state the names of the individuals who do business under the trade name.)

22.1 The correct name of the Bidder is: KEYS CONTRACTING SERVICES INC.

22.2 The business is a (Sole Proprietorship) (Partnership) (Corporation)

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

JOHN CHRISTOPHER GRATTO - PRES  
LAURA B. GRATTO - V. PRES.

22.4 Identify all lawsuits and/or arbitrations commenced within the five years preceding the date of your Bid for the Work in which you were/are a named party. You need not list workers compensation claims or personal injury claims for which you have insurance coverage. For all matters listed, provide the full names of the named parties, the jurisdiction where the matter is pending, and the case number.

None

STATE OF FLORIDA  
COUNTY OF Alachua

The foregoing instrument was sworn to before me this 2 day of Sept, 2014 by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 2 day of Sept, 2014.

(NOTARY SEAL)

J. Chris Smith

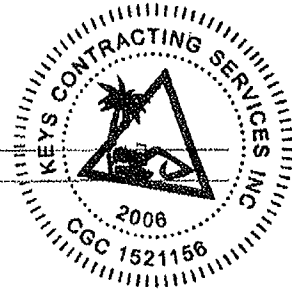
(Signature of person taking oath)

J. Chris Grayson

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

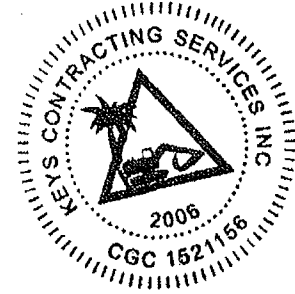
President

(Title or rank)



(Serial number, if any)

## Business Credit Application



Keys Contracting Services  
Marathon, FL 33050

**Keys Contracting Services**  
**935 107th St Gulf**  
**Marathon, FL 33050**

### Trade References:

- 1.) Earnest E. Rhodes Plumbing  
10700 5<sup>th</sup> Avenue  
Marathon, FL 33050  
PH: 305-743-7072  
Fax: 305-743-3901
- 2.) Forest Tek Lumber  
88521 Overseas Highway  
Tavernier, FL 33070  
PH: 305-390-2432  
Fax: 305-852-5017
- 3.) General Rental Center  
7603 Overseas Highway  
Marathon, FL 33050  
PH: 305-743-6000  
Fax: 305-743-0847
- 4.) NAPA Auto Parts / Beckman's Auto Supply  
12188 Overseas Highway  
Marathon, FL 33050  
PH: 305-743-5106  
Fax: 305-451-3230

### Bank References:

Iberiabank  
PO Box 13740  
PH: 800-682-3231  
Account # 4511010846

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

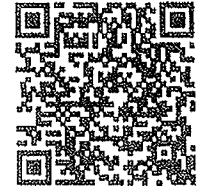
LICENSE NUMBER

CGC1521156

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016



GRATTON, JOHN CHRISTOPHER  
KEYS CONTRACTING SERVICES INC  
6465 OVERSEAS HWY 3  
MARATHON FL 33050



ISSUED: 07/01/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407010001421



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

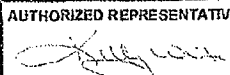
PRODUCER Kelly White & Associates Insurance, LLC P.O. Box 350909  Jacksonville FL 32235	CONTACT NAME: HOUSE PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC #: INSURER A: INSURER B: INSURER C: INSURER D: Amtrust North America INSURER E: INSURER F:
INSURED Keys Contracting Services Inc 935 107th Street Gulf  Marathon FL 33060	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y/N/A	WWC3097118	06/20/2014	06/20/2015	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER Includes USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Marathon 9805 Overseas Hwy  Marathon FL 33050	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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SECTION 00640

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, Keys Contracting Services, Inc (Company)  
Certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

Keys Contracting Services  
(Name of Company)

By:

[Signature]

Date:

9-2-14

Title:

President

SECTION 00650  
ACKNOWLEDGEMENT OF CONFORMANCE  
WITH O.S.H.A. STANDARDS

TO THE CITY OF MARATHON

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

Alex Canall  
ATTEST

Chris Gagnon  
CONTRACTOR

[Signature]  
ATTEST

By: Chris Gagnon  
Title: President

9-2-14  
DATE

END OF SECTION

