

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-119**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING AFTER THE FACT APPROVAL FOR THE INSTALLATION AND ENGINEERING DRAWINGS OF 11 FIRE HYDRANTS MADE PURSUANT TO A PIGGY-BACK PURCHASE, IN THE AMOUNT OF \$100,000.00 TO 3RD GENERATION PLUMBING; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the “City”) and the Florida Keys Aqueduct Authority (the “FKAA”) entered into Interlocal Agreements pursuant to Section 163.01, *Florida Statutes*, as amended, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the City’s Comprehensive Plan establishes the objective of improving firefighting capabilities in the City; and

WHEREAS, the City and the FKAA recognize that additional fire hydrants may reduce the Insurance Services Office (ISO) fire protection class rating, thereby reducing property owner insurance premiums; and

WHEREAS, the City and the FKAA recognize that the majority of the water distribution system in the City is not designed to provide fire flow and that the FKAA does not guarantee fire flow and the purpose of the fire hydrants will be to provide various locations with appropriate firefighting apparatus; and

WHEREAS, pursuant to the Interlocal Agreement with FKAA dated September 13, 2013, the City is required to hire an FKAA-qualified contractor to install the hydrants; and

WHEREAS, the City piggybacked Monroe County’s competitive bid process to hire 3rd Generation Plumbing for the installation of 11 hydrants with 3 engineering and drawing charges.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

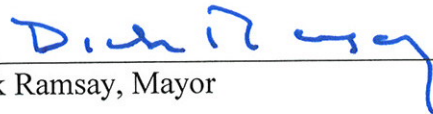
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Manager is authorized to approve the payment for hydrants, engineering and drawings as set forth in Exhibit “A,” and expend budgeted funds.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 23th DAY OF SEPTEMBER, 2014.

THE CITY OF MARATHON, FLORIDA



Dick Ramsay, Mayor

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

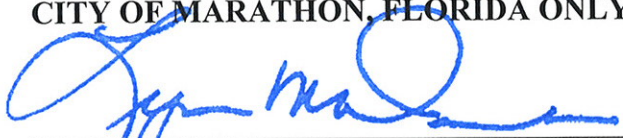
ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



Lynn Dannheisser, City Attorney

**CONTRACT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA
AND
3rd GENERATION PLUMBING, INC.
FOR INSTALLATION OF FIRE HYDRANTS IN MONROE COUNTY**

THIS CONTRACT, hereinafter "CONTRACT OR AGREEMENT" made and entered into this 20th day of November, 2013 by and between Board of County Commissioners of Monroe County, Florida, hereinafter referred to as "COUNTY", and 3rd Generation Plumbing, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY advertised a notice of request for proposals for INSTALLATION OF FIRE HYDRANTS IN MONROE COUNTY; and

WHEREAS, the successful Respondent was 3rd Generation Plumbing, Inc., and;

WHEREAS, this CONTRACTOR represents that it is capable and prepared to provide such services, and;

WHEREAS, the COUNTY intends to enter into an agreement for the INSTALLATION OF FIRE HYDRANTS IN MONROE COUNTY with the CONTRACTOR and;

WHEREAS, this contract is an "Agreement" between both parties,

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. **CONTRACT DOCUMENTS** – This contract consists of the Agreement, the CONTRACTOR'S response to the RFP, the documents referred to in the Agreement as a part of this Agreement and Contractor's License/Certification. In the event of any conflict between any of the contract documents, the one imposing the greater burden on the CONTRACTOR will control.
2. **CONTRACT PERIOD AND RENEWAL** - The effective date of this Agreement shall be November 20, 2013 through November 19, 2016.
3. **CONTRACT TERMINATION** - This Agreement may be terminated for any reason by either party on 30-day written notice without cause. If the CONTRACTOR fails to fulfill the terms of this Agreement, or attachments, properly or on time, or otherwise violates the provisions of the agreement or of applicable laws or regulations governing the use of funds, the County may terminate the contract by written notice. The notice shall specify cause. All finished or unfinished supplies or services shall, at the option of the County, become property of the County. The County shall pay the CONTRACTOR fair and equitable compensation for expenses incurred prior to termination of the agreement, less any amount or damages caused by the CONTRACTOR'S breach. If the damages are more than compensation payable, the CONTRACTOR will remain liable after termination and the County shall pursue collection for damages.

4. SUBJECT MATTER OF CONTRACT – This contract is for the installation of Fire Hydrants in unincorporated Monroe County in the following areas:

- a. Lower Keys: From Mile Marker 40 (Seven Mile Bridge) west.
- b. Upper Keys: From Mile Marker 47 (Seven Mile Bridge) East to the Monroe-Dade County line, including Ocean Reef.

5. QUALIFICATION OF THE CONTRACTOR:

- a. The CONTRACTOR performing installation, maintenance, repairs, adjustments and related work shall be properly certified and/or licensed by the State of Florida and the County Of Monroe for the work to be performed.
- b. Personnel performing work who are not certified or experienced in such work shall be directly supervised (in person) by an individual with such certification.
- c. The CONTRACTOR performing installation, maintenance, repairs, adjustments and related work shall be properly certified and/or licensed by the State of Florida and the County of Monroe for the work to be performed

6. SERVICES TO BE PERFORMED BY CONTRACTOR:

- a. The CONTRACTOR shall be responsible for obtaining all necessary permits and approvals for the installation of the hydrants, including permits from the FCAA, Monroe County Growth Management (Building Department), and FDOT.
- b. The CONTRACTOR shall begin the permitting phase for each requested hydrant within 30 days of notification by the Monroe County Fire Marshal of the location(s) of the hydrant(s). The hydrant(s) shall be installed within 45 days after the issuance of the last required permit (such date shall be transmitted in writing to the Fire Marshal's Office).
- c. The CONTRACTOR shall ensure that all installations, maintenance and repairs are performed in a timely manner in accordance with operational needs.
- d. The CONTRACTOR shall describe the approach and methodology he/she will take to accomplish the services defined herein. This shall include information on time for installation, schedule and availability, staffing, whether sub-contractors are used, whether the CONTRACTOR owns the equipment used, and any other relevant information explaining how the delivery of the product and the provisions of services is accomplished.
- e. The CONTRACTOR shall conform to the standards set forth by the Florida Keys Aqueduct Authority's (FCAA) Minimum Construction Standards and Specifications and in effect at the time of installation when connecting to an FCAA water source. Respondent is advised that these standards may be amended from time to time by the FCAA, and if they are updated within the contract period, the Respondent shall be responsible for adherence to the new standards, at no additional cost Monroe County. The current standards are attached and also available at fcaa.com.
- f. The CONTRACTOR shall be responsible for performing the installation of fire hydrants.

- g. The CONTRACTOR shall, within 30 days after completion of the fire hydrant installation, a computerized report will be forwarded to Monroe County Fire Rescue indicating the status of the hydrant and GPS coordinates. This will be done for every hydrant when completed. This report must be emailed to the Deputy Fire Marshal. The form shall be in Microsoft Excel format.
- h. The CONTRACTOR agrees to indemnify and hold harmless Monroe County for all actions of contractor's negligence as well as faulty or improper workmanship for all work performed under the contract including all costs of collection, reasonable attorney fees, claim costs and others. It is agreed that all property and equipment being directly worked on by the contractor is considered to be in its care, custody and control while such work is being performed.
- i. The CONTRACTOR shall supply all materials and labor for the installation of specified fire hydrants including but not limited to: the hydrant itself (labor, pipes, joints, bolts, valves, taps, thrust blocks, restraining clamps, backfill material, excavation, asphalt, temporary paving, repair of pavement removed as a result of installation, tools, cutting, barricades, traffic and warning devices and any and all required permits. The contractor is responsible for absorbing any increase in material costs throughout the term of the contract.
7. RATES -The following rates shall be per hydrant installation with no travel time or mileage charged.
- | | |
|------------|---------------------------------|
| Lower Keys | <u>\$ 8,200.00</u> per hydrant. |
| Upper Keys | <u>\$ 8,840.00</u> per hydrant. |
8. INSURANCE - During the term of this contract, the CONTRACTOR must keep in force and affect the insurance required by Attachment G. Attachment G is attached and incorporated into this contract.
9. ADDITIONAL REQUIRED STATEMENTS/VERIFICATIONS/AFFIDAVITS. Attached hereto in Attachments B, C, D, E and F are Non-Collusion Affidavit, Public Entity Crime Statement, Drug-Free Workplace Form, Conflict of Interest Clause, and Indemnification to Hold Harmless.
10. PAYMENTS – The COUNTY shall pay CONTRACTOR within 30 days of the completion of the rendered services on each hydrant and after proper invoicing by the CONTRACTOR. All payments will be made in accordance with the Florida Local Government Prompt Payment Act.
11. STANDARD OF CARE – CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily provided by a professional CONTRACTOR, offering services for local governments in South Florida, under similar circumstances and CONTRACTOR shall, at no additional cost to the COUNTY, re-perform services which fail to satisfy the foregoing standard of care.
12. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners of Monroe County, Florida.
13. Venue for any litigation arising under this contract must be in a court of competent jurisdiction in Monroe County, Florida. This Agreement is not subject to arbitration.

IN WITNESS WHEREOF, each party hereto has caused this contract to be executed by its duly authorized representative.

(SEAL)

ATTEST: AMY HEAVILIN, CLERK



By: [Signature]
Deputy Clerk

Date: January 6th, 2014

BOARD OF COUNTY COMMISSIONERS OF
MONROE COUNTY, FL

By: [Signature]
Mayor / Chairman

Date: January 6th, 2014

3rd GENERATION PLUMBING, INC.

By: [Signature]

Date: 12-13-13

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

By: [Signature]
Assistant County Attorney

Date: 12-31-2013

FILED FOR RECORD
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