

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2016-75**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, WAIVING THE CITY'S PURCHASING POLICIES AND PROCEDURES AND APPROVING A "PIGGY-BACK" AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND LAYNE HEAVY CIVIL, INC., TO FURNISH AND INSTALL A FORCE MAIN SERVING THE HOLIDAY INN, PROPOSED HAMPTON INN, AND OTHER COMMERCIAL PROJECTS IN WASTEWATER SERVICE AREA 6; APPROVING CONTRACT IN AN AMOUNT NOT TO EXCEED \$588,082.99; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Ordinance 2015-14, the City Council of the City of Marathon, Florida (the "City"), adopted Purchasing Policies and Procedures after determining that it was fiscally prudent and in the best interests of the City's residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

**WHEREAS**, in accordance with Section 2-184(C), the City may waive competitive bidding procedures to made under state general service administration contracts, federal, county or other governmental contracts or competitive bids with other governmental agencies with a substantially similar competitive bidding process (a "Piggy-Back" Agreement); and

**WHEREAS**, the City requires expedited delivery of construction services to furnish and install force main serving the Holiday Inn, proposed Hampton Inn, and other commercial projects in wastewater service area 6; and

**WHEREAS**, Layne Heavy Civil, Inc., as reflected by its contract with the Florida Keys Aqueduct Authority, is duly qualified to provide the services sought by the City; and

**WHEREAS**, the City desires to engage Layne Heavy Civil, Inc. ("Contractor") for such services to the City of Marathon and Contractor desires to provide such services to the City under the same terms as provided in the existent contract with the Florida Keys Aqueduct Authority, a copy of which is attached hereto and incorporated as *Exhibit "A-1"*

**WHEREAS**, the City desires to engage the Contractor to provide construction services to furnish and install a force main serving the Holiday Inn, proposed Hampton Inn, and other commercial projects in wastewater service area 6," (hereto the "Project) attached as "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 waives the City's Purchasing Policies and Procedures and approves a "Piggy-Back" Agreement between the City of Marathon, Florida and Layne Heavy Civil, Inc., to furnish and install a force main serving the Holiday Inn, proposed Hampton Inn, and other commercial projects in wastewater service area 6 in an amount not to exceed \$588,082.99.

**Section 3.** The City Manager is authorized to execute the Agreement with Layne Heavy Civil, Inc. and expend budgeted funds on behalf of the City.

**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 13<sup>TH</sup> DAY OF SEPTEMBER, 2016.**

**THE CITY OF MARATHON, FLORIDA**



**Mayor, Mark Senmartin**

AYES: Bartus, Coldiron, Kelly, Zieg, Senmartin  
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:**



David Migut, City Attorney



MARATHON AREA 6 FM

DDAI PROJECT NUMBER 15-0130

ITEM NO.	DESCRIPTION OF ITEM	PROPOSAL			
		QUAN.	UNIT	UNIT COST	TOTAL AMT.
<b>GENERAL CONDITIONS</b>					
1	MOBILIZATION.GEN. REQUIREMENTS	1	LS	\$87,000.00	\$87,000.00
2	MAINTENANCE OF TRAFFIC (MOT)	1	LS	\$39,800.00	\$39,800.00
3	BONDING/BUILDERS RISK EXTENSION	1	LS	\$13,500.00	\$13,500.00
4	SURVEY	1	LS	\$22,000.00	\$22,000.00
5	PRECONSTRUCTION VIDEO	1	LS	\$2,800.00	\$2,800.00
<b>FORCEMAIN IN PLACE</b>					
6	4-INCH DR11 FM PIPE	5,978	LF	\$34.65	\$207,137.70
<b>PLUG VALVES</b>					
7	3-INCH PV	1	EA	\$1,280.00	\$1,280.00
8	4-INCH PV	11	EA	\$1,325.00	\$14,575.00
<b>CONNECT TO EXISTING FORCEMAIN</b>					
9	4-INCH TAPPING ASSEMBLY	1	EA	\$4,792.63	\$4,792.63
<b>MISCELLEANEOUS</b>					
10	AIR RELEASE VALVE ASSEMBLY	2	EA	\$12,100.00	\$24,200.00
<b>RESTORATION</b>					
11	ASPHALT	1,000	SY	\$38.50	\$38,500.00
12	PAVEMENT MARKINGS	1	LS	\$7,700.00	\$7,700.00
13	CONCRETE SIDEWALKS & SOD & GRAVEL	1	LS	\$17,000.00	\$17,000.00
14	TEMPORARY ASPHALT	1	LS	\$8,000.00	\$8,000.00
<b>DEWATERING</b>					
15	INJECTION WELL	2	EA	\$33,060.00	\$66,120.00
16	PUMP RENTAL	2	MONTH	\$14,638.83	\$29,277.66
<b>TURBIDITY BARRIERS</b>					
17	STAKED TURBIDITY BARRIER	200	LF	\$10.00	\$2,000.00
18	FLOATING TURBIDITY BARRIER	200	LF	\$12.00	\$2,400.00

<b>TOTAL</b>	<b>\$588,082.99</b>
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CITY OF MARATHON  
LINKING AUTHORIZATION

This Linking Authorization is entered into by Layne Heavy Civil, Inc. who agrees to allow the City of Marathon, Florida to utilize the Agreement, competitively bid pricing, and all project change order scope and pricing awarded under bid process (bid number) FKAA Project No. 4053-12 conformed January 2013 with the Florida Keys Aqueduct Authority for construction services to furnish and install a force main servicing the Holiday Inn and other commercial projects in wastewater service area 6, as detailed in design drawings prepared by David Douglas and Associates, Inc., titled "US 1 to Coco Plum Drive & Avenue D, AREA 6 FORCE MAIN" dated May 26, 2016 (Design Drawings). This linking Authorization will amend and become attached to Resolution 2016-75, dated: September 13, 2016.

In addition, Layne Heavy Civil, Inc. further agrees to adhere to FLORIDA PUBLIC RECORDS LAW, Florida Statute 119.0701,

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

The City of Marathon and Layne Heavy Civil, Inc. also agree to the modifications to the contract terms and conditions set forth below:

1. The Liquidated Damages for this project will be \$750 per calendar day for any day after the Substantial Completion, and \$250 per calendar day for any day after the Final Completion date.
2. General conditions, bond costs, insurance costs, mobilization and other lump sum items established under the FKAA Project No. 4053-12 contract shall be per the amounts depicted in the attached Schedule of Values, Exhibit A.
3. Builder's Risk insurance will not be required by Layne Heavy Civil, Inc.
4. The contract duration will be 100 days following Notice to Proceed to Substantial Completion and Final Completion will be 30 days following Substantial Completion.
5. Materials Submittals used for the FKAA Project No. 4053-12 will be acceptable to the City of Marathon for this work.
6. Layne Heavy Civil, Inc. will provide Performance and Payment Bonds in general accordance with the attached Form Exhibits B and Exhibit C respectfully.

7. Layne Heavy Civil, Inc. will provide required Certificates of Insurance to the City of Marathon and name the City of Marathon as an additional insured.
8. Exhibit D attached includes a listing of Assumptions and Exclusions related to this Linking Agreement.
9. Exhibit E attached is the form of Partial Release of Lien to be used.
10. Exhibit F attached is the form of Final Release of Lien to be used.

By signing this Linking Authorization, the entity above agrees to the same pricing where applicable, terms and conditions as stated in the bid documents. Other unit prices for support work or work not covered in the Agreement are as noted in Exhibit A, Schedule of Values.

IN WITNESS WHEREOF, the parties hereby execute this Linking Authorization as of the Effective Date.

ATTEST:



Diane Clavier, City Clerk

CITY OF MARATHON

By:



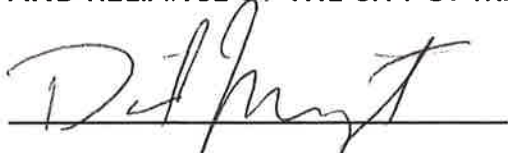
Charles Lindsey, City Manager

Date:

October 28, 2016

APPROVED AS TO FORM AND LEGALITY FOR THE USE

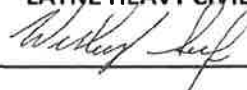
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



David Migut, City Attorney

LAYNE HEAVY CIVIL, INC.

By:



Wesley Self, Vice President

Date:

10/22/16

Linking Agreement  
Exhibit "A"



MARATHON AREA 6 FM

DDAI PROJECT NUMBER 15-0130

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<b>TOTAL</b>	<b>\$588,082.99</b>
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*Change Order # 1  
TO RESOLUTION  
2016-75*

**EXHIBIT "C"  
CHANGE ORDER**

**CHANGE ORDER NO. 01**

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**TO: City of Marathon**

**PROJECT: Area #6 Force Main, US#1 to Coco Plum Drive and Avenue D**

**CONTRACTOR: Layne Heavy Civil, Inc.**

**DATE: October 21, 2016**

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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 \$ 588,082.99 under the Agreement will be changed by this Change Order, and (b) the schedule for performance of Work will be changed by two (2) contract days 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.

Travelers Casualty and Surety Company of America


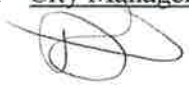
  
\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal  
Steven M. Garrett, Attorney-in-Fact

COUNTERSIGNED BY:   
\_\_\_\_\_  
Robert Corley McLendon  
Fisher-Brown, Inc.  
144 Harrison Avenue  
Panama City, FL 32401


**City of Marathon**

Attest:   
\_\_\_\_\_  
Signature and Title  
City Clerk

By:   
\_\_\_\_\_  
Name: Charles Lindsey  
Title: City Manager  


**Layne Heavy Civil, Inc.**

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


By:   
\_\_\_\_\_  
Name: Wesley Self  
Title: Vice President





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230758

Certificate No. 007000787

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Steven M. Garrett, William A. Kantlehner III, Thomas J. Mitchell, Jeffrey A. Brown, Diane L. Phelps, S. Annette Mullet, Roger A. Neal, Stuart P. Peterson, Andrea Cortes, Ryan P Mitchell, and Andrew G. Windhorst, Jr.

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. Not limited to a specific dollar amount.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 3rd day of October, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public



The Change Order is a result of: The request for additional services to install a  
 4" Dr-11 HDPE vacuum sewer lateral to service Coco Plum Beach future restrooms.

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The cost breakdown is as follows:

WORK ITEM DESCRIPTION	PRICE
190LF of 4" Horizontal Directional Drill, DR-11 HDPE Pipe	\$6,583.50
Unit Price same as contract of \$34.65/LF	\$
	\$
	\$
	\$
	\$
	\$
	\$
<b>TOTAL</b>	\$



City of Marathon - Change Order 01

<b>Project:</b>	Area 3 Force Main	<b>CO Number:</b>	One (1)
<b>Owner:</b>	City of Marathon	<b>JOB Number:</b>	2016-75
<b>Engineer:</b>	DDAI	<b>NTP Date:</b>	09/14/2016
<b>Contractor:</b>	Layne Heavy Civil	<b>Sub Con Date:</b>	09/19/2016

This change order is for the installation of approximately 190 LF of 4" DR-11 Horizontal Directional Drill at the Coco Plum Beach Park for a future restroom. The new line will need to have a (+/-) 2.0% slope to the main running along Coco Plum Dr.

Item	Description	Quantity	Units	Amount
1	190' 4" Horizontal Directional Drill DR-11 HDPE Pipe	190	34.65	\$6,583.50
<b>TOTAL CHANGE ORDER #1</b>				<b>\$6,583.50</b>

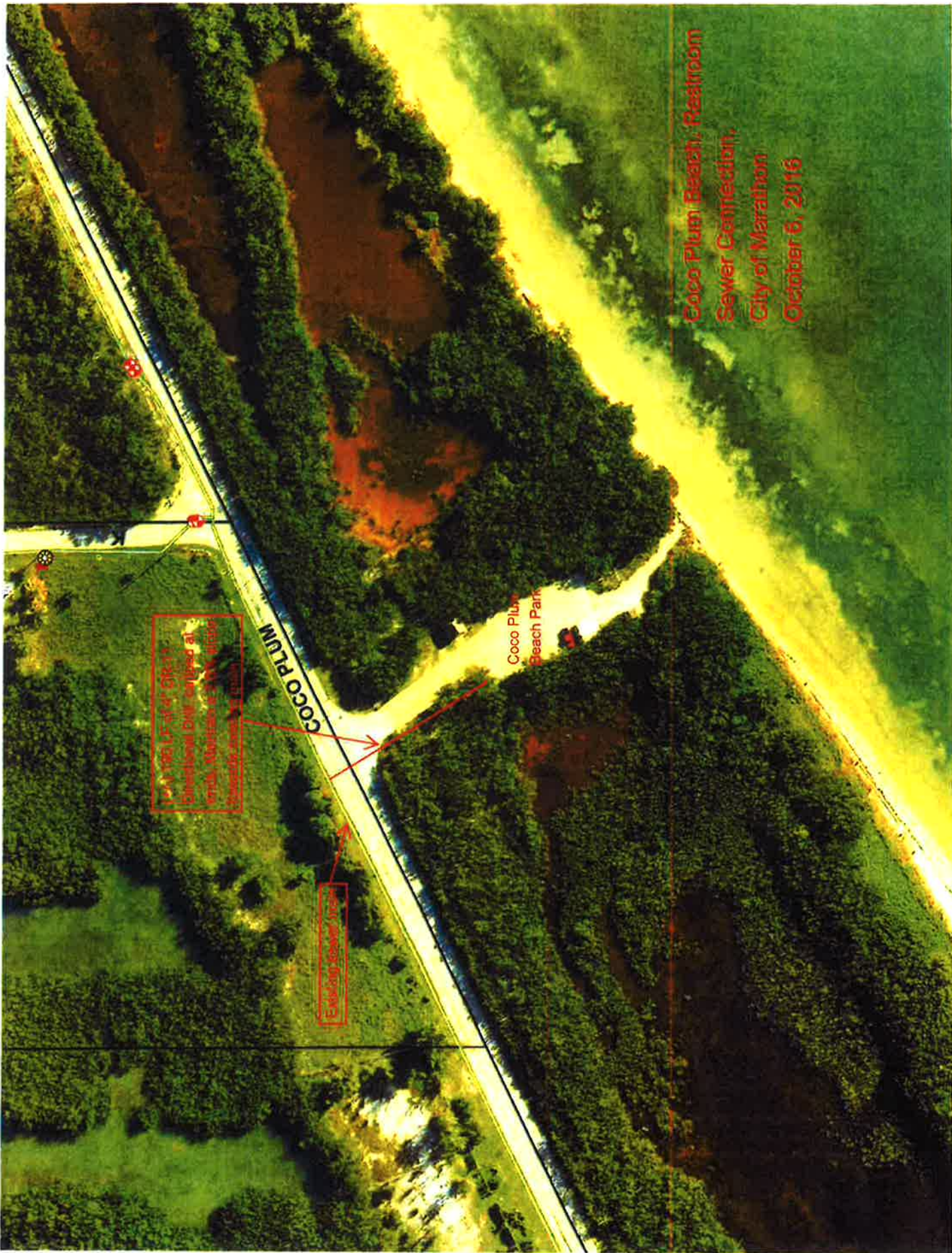
Original Contract Purchase Order:	\$ 588,082.99
<b>Change Order #1 - Total Amount</b>	<b>\$ 6,583.50</b>
Adjusted Contract Amount:	\$ 594,666.49

The Contract Time will be (increased / decreased) by	2 Days
The Date of Substantial Completion as of the date of this Change Order therefore is	<del>Feb 2, 2017</del>

Dec 15, 2016

***Not valid until signed by both the Owner and Engineer. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.***

Owner	Engineer	Contractor
City of Marathon Mark Bombard 9805 Overseas Hwy Marathon, FL 33050	DDAI Steve Hurley 1821 Victoria Ave Fort Myers, FL 33901	Layne Heavy Civil, Inc. Angelo Furno, Project Manager 6941 SW 196th Ave - Suite 21-2 Pembroke Pines, FL 33332
By:	By:	By:
Date:	Date:	Date: October 7, 2016



Coco Plum Beach, Restroom  
Sewer Connection,  
City of Marathon  
October 6, 2016

12x14 1051 LF of 4" D18-11  
International DWT, culverted at  
Coco Plum Beach, City of  
Marathon, Florida. See notes  
on sheet 2000-01-01.

Existing Sewer Line

Coco Plum  
Beach Park