

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2017-10**

**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 AREA FROM 23<sup>RD</sup> STREET THROUGH 11<sup>TH</sup> STREET IN WASTEWATER SERVICE AREA 3; APPROVING CONTRACT IN AN AMOUNT NOT TO EXCEED \$544,457.84; 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 area from 23<sup>rd</sup> St through 11<sup>th</sup> St in Wastewater Service Area 3; 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 Project #4053-12 dated January 2013.

**WHEREAS**, the City desires to engage the Contractor to provide construction services to furnish and install a force main serving the area from 23<sup>rd</sup> St through 11<sup>th</sup> St in Wastewater Service Area 3," (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 area from 23<sup>rd</sup> St through 11<sup>th</sup> St in Wastewater Service Area 3 in an amount not to exceed \$544,457.84.

**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 14<sup>TH</sup> DAY OF FEBRUARY, 2017.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Mayor, Dr. Daniel Zieg**

AYES: Bartus, Coldiron, Cook, Senmartin, Zieg  
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

# EXHIBIT A



## MARATHON AREA 3 FM

DDAI PROJECT NUMBER 15-0129

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	\$47,950.00	\$47,950.00
3	BONDING/BUILDERS RISK EXTENSION	1	LS	\$13,500.00	\$13,500.00
4	SURVEY	1	LS	\$19,000.00	\$19,000.00
5	PRECONSTRUCTION VIDEO	1	LS	\$2,980.00	\$2,980.00
6	GPR UTILITY LOCATES	1	LS	\$3,252.00	\$3,252.00
	<b>FORCEMAIN IN PLACE</b>				
7	4-INCH DR11 FM PIPE	3,827	LF	\$34.65	\$132,605.55
	<b>PLUG VALVES</b>				
8	4-INCH PV	10	EA	\$1,325.00	\$13,250.00
	<b>CONNECT TO EXISTING FORCE MAIN</b>				
9	4-INCH TAPPING ASSEMBLY	1	EA	\$4,792.63	\$4,792.63
	<b>RESTORATION</b>				
10	ASPHALT	2,000	SY	\$38.50	\$77,000.00
11	PAVEMENT MARKINGS	1	LS	\$9,000.00	\$9,000.00
12	CONCRETE SIDEWALKS & SOD & GRAVEL	1	LS	\$17,000.00	\$17,000.00
13	TEMPORARY ASPHALT	1	LS	\$21,730.00	\$21,730.00
	<b>DEWATERING</b>				
14	INJECTION WELL	2	EA	\$33,060.00	\$66,120.00
15	PUMP RENTAL	2	MONTH	\$14,638.83	\$29,277.66

<b>TOTAL</b>	<b>\$544,457.84</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 3, as detailed in design drawings prepared by David Douglas and Associates, Inc., titled "AREA 3 FORCE MAIN" dated November 29, 2016 (Design Drawings).

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

Diane Clavier, City Clerk

CITY OF MARATHON

By: Charles Lindsey

Charles Lindsey, City Manager

Date: 2/17/17

APPROVED AS TO FORM AND LEGALITY FOR THE USE

AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

David Migut

David Migut, City Attorney

LAYNE HEAVY CIVIL, INC.

By: Wesley Self

Wesley Self, Vice President

Date: 02/27/17