

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-113**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A “PIGGY-BACK” AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND H&R PAVING, INC., FOR THE RE-PAVING AND OTHER IMPROVEMENTS FOR THE COMMUNITY PARK ASPHALT SIDEWALK; APPROVING CONTRACT IN AN AMOUNT NOT TO EXCEED \$73,900.00; 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(3), 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 completion of improvements to the asphalt sidewalk at Community Park; and

WHEREAS, H & R Paving, Inc. as reflected by its existing contract with the City for the Aviation Boulevard Multi Use Trail Project, is duly qualified to provide the services sought by the City; and

WHEREAS, the City desires to engage H & R Paving, 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 approved by Resolution 2019-69.

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 approves a “Piggy-Back” Agreement between the City of Marathon, Florida and H & R Paving, Inc., for improvements to the asphalt sidewalk at Community Park in an amount not to exceed \$73,900. The City Manager is authorized to execute the Agreement and expend budgeted funds on behalf of the City.

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 12TH DAY OF NOVEMBER, 2019.

THE CITY OF MARATHON, FLORIDA



Mayor Steven Cook

AYES: Bartus, Gonzalez, Senmartin, Zieg, Cook
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

**AGREEMENT
FOR
PAVING SERVICES**

This Agreement, made as of this 2nd day of Dec, 2019, (Effective Date) by and between the CITY OF MARATHON, a municipal corporation organized and existing under the laws of the State of Florida, with its permanent post office address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as "CITY") and H&R Paving, Inc., a Florida limited liability company, with its permanent post office address at 1955 NW 110th Ave. Miami, Florida 33172 (hereinafter referred to as "CONTRACTOR"):

WITNESSETH:

WHEREAS, the CITY has the need paving re-construction services; and

WHEREAS, The City, Florida competitively bid for Paving Services as part of the Aviation Blvd Multi-Use Trail Project (Bid No. 2018-008) which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, CONTRACTOR submitted a Bid in response to the City; and

WHEREAS, after receipt of said Bid from CONTRACTOR, the City entered into a Contract with CONTRACTOR to provide Paving Services; and

WHEREAS, said Contract is dated August 9, 2019 and is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the CITY has reviewed the Scope of Services of the competitively bid in the Contract and has determined that it is an Agreement that can be utilized by CITY to provide paving services; and

WHEREAS, CONTRACTOR has agreed to honor the prices, terms and conditions of The City's Contract in performing paving services for the CITY; and

WHEREAS, the CITY desires to retain the services of CONTRACTOR established in this Agreement based on the Contract developed and executed by the City; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Attached hereto and made a part hereof by reference as Exhibits A & B are the City's Contract referred to above, and Invitation to Bid 2019-008. The prices,

terms and conditions of the City's Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

- a. The Scope of Services to be performed under this Agreement shall be as set forth in the Contract and the Invitation to Bid, except said services shall be performed in and for CITY.
- b. CONTRACTOR shall perform the services in and for CITY as detailed in the City's Aviation Blvd. Contract utilizing the prices as set forth in the Contract.
- c. The Contract Administrator shall be the Public Works Director of the CITY or his designee.
- d. The Scope of Services of invitation to Bid 2019-008 is amended as follows:
 - i. Contractor shall be paid in accordance with the Schedule of Values in Exhibit C.
 - ii. The detail areas and work are indicated the Sketch for Community Park Asphalt sidewalk replacement Exhibit D.
 - iii. 1.6.19. Contractor is responsible for providing all safety equipment, protective closing, transportation, and all other cost to accomplish the work.
- e. This Agreement is for a term of Ninety Days beginning the Effective Date.
- f. Notice to CITY shall be sent to: Director of Public Works, City of Marathon, at 9805 Overseas Highway, Marathon, Florida, 33050, with a copy to the City Manager at the same address.
- g. Regarding governing law and venue, the validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, dispute or otherwise arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit in and for Monroe County, Florida.

Section 3. In all other respects, the terms and conditions of the City of Marathon Contract for Aviation Blvd. Multi-Use Trail" are hereby ratified and shall remain in full force and effect under this Agreement as provided by their terms.

IN WITNESS WHEREOF, CITY and CONTRACTOR have set their hands and seals, as of the day and year first above written.

ATTEST:

CITY OF MARATHON, FLORIDA


DIANE CLAVIER
CITY CLERK


CITY MANAGER

APPROVED AS TO FORM:


CITY ATTORNEY

H&R PAVING, INC.



Printed Name: Paul Kowzalski
Title: resident
Dated: 11/19/2019

EXHIBIT "C"
 BID

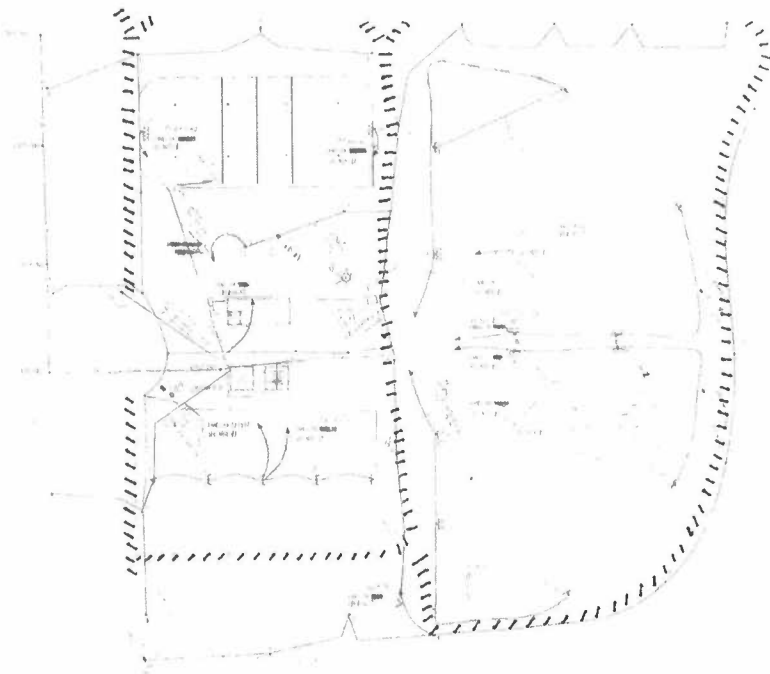
Community Park Asphalt Sidewalk Replacement


Bid Item No./Description	Units	Quantity	Price Per	Extended Price
Mobilization	LS	1	\$6,500.00	\$6,500.00
Demolish/Removal of Existing Path	SY	1300	\$11.00	\$14,300.00
4" Limerock Base	SY	1300	\$27.00	\$35,100.00
1" Asphalt S/W	SY	1300	\$10.00	\$13,000.00
Restoration	LS	1	\$5,000.00	\$5,000.00
TOTAL BASE BID	N/A		N/A	\$73,900.00

TOTAL BASE BID COMMUNITY PARK: Seventy Three Thousand Nine Hundred & 00/100 (Insert price using words – Dollars)

EXHIBIT D

Asbuilt Record for Sandy Eaten S & S



 REMOVE AND
REPLACE ASPHALT
S/W w/ 1" BASE
1" ASPHALT

Marathon Community Park
Overseas Highway
Marathon, Florida

Bender & Associates
ARCHITECTS
P.A.



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