Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO CONTINUING SERVICE AGREEMENTS WITH AFFORDABLE ASPHALT, ALL IN ONE FIRE, INC., ARTIC TEMP, CHARLEY TOPPINO & SONS, INC., CORAL CONSTRUCTION, CROM, LLC., ED SIMS DEVELOPMENT, KERNS CONSTRUCTION CO., MACKENZIE CONSTRUCTION & UNDERGROUND UTILITIES, MARATHON ELECTRIC SIGN & LIGHT, MARINO CONSTRUCTION GROUP, INC., NEARSHORE ELECTRIC, INC., PABON ENGINEERING, INC., REYNOLDS CONSTRUCTION, LLC., TROPICAL UNDERGROUND CONTRACTING, LLC AND PEDRO FALCON CONTRACTORS, FOR GENERAL TRADE SERVICES ON AN AS NEEDED BASIS

WHEREAS, the City published a Request For Qualifications (RFQ-2026-010-0-2026/LF) for the purpose of adding to our existing library various tradesmen for assorted projects within the City and on May 20, 2026 and proposals were received. The respondents: Affordable Asphalt, All In One Fire, Inc., Artic Temp, Charley Toppino & Sons, Inc., Coral Construction, Crom, LLC., Ed Sims Development, Kerns Construction Co., Mackenzie Construction & Underground Utilities, Marathon Electric Sign & Light, Marino Construction Group, Inc., Nearshore Electric, Inc., Pabon Engineering, Inc., Reynolds Construction, LLC., Tropical Underground Contracting, LLC And Pedro Falcon Contractors, all met the requirements of the RFQ; and

WHEREAS, by entering into these various continuing service agreements for general trade services will save time and speed the process while still following policies and procedures of the City's procurement policy; and

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. Council authorizes the City Manager to negotiate and enter into Continuing Service Agreements with Affordable Asphalt, All In One Fire, Inc., Artic Temp, Charley Toppino & Sons, Inc., Coral Construction, Crom, LLC., Ed Sims Development, Kerns Construction Co., Mackenzie Construction & Underground Utilities, Marathon Electric Sign & Light, Marino Construction Group, Inc., Nearshore Electric, Inc., Pabon Engineering, Inc., Reynolds Construction, LLC., Tropical Underground Contracting, LLC And Pedro Falcon Contractors for General Trade Services in substantially the form attached as Exhibit "A".

Section 3. The City Council hereby waives the requirement for the City to obtain competitive bids from vendors other than those referenced in Section 2 for the types of work to be performed under these continuing services agreements, unless such competitive bids are otherwise required by law.

Section 4. Jobs contracted under the authority of this resolution may not exceed the City of Marathon purchasing policy limits. Work orders in excess of $35,000 will require City Council approval.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14th DAY OF JULY, 2026.

THE CITY OF MARATHON, FLORIDA

Lynny Delgaizo, Mayor

AYES: Still, Landry, Matlock, Struyf, Del Gaizo
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:

Steve Williams, City Attorney

Exhibit A – Contract

CITY OF MARATHON

CONTINUING GENERAL CONTRACTING SERVICES AGREEMENT

THIS CONTINUING GENERAL CONTRACTING SERVICES AGREEMENT (hereinafter referred to as "Agreement") made and entered into this 9th day of June, 2026, by and between **The City of Marathon, Florida**, a Florida municipal corporation, ("City") and «Company_Name» whose address is «Address» «City_», «State» «Zip» ("Contractor").

WHEREAS, following a Request for Qualifications process, the City has identified General Contractor as qualified to perform contracting services on behalf of the City; and,

WHEREAS, the City desires to enter into a continuing services agreement with the Contractor under which the Contractor may be assigned specific tasks or projects to be performed by the City under the terms and conditions herein.

NOW THEREFORE in consideration of the mutual covenants, terms and conditions herein, City and Contractor, agree and bind themselves, their successors and assigns as follows:

l. Scope of Services/Deliverables.

(a) The Contractor shall provide the Work at the unit price [ ] or lump sum price [ ] As specified in Work Authorization, Exhibit "A," attached to this Agreement, and made a part hereof by this reference.

(b) Execution of this contract does not guarantee the City will assign any work to the contractor. Any work assigned to the Contractor shall be at the City's own discretion. The city may assign limited scope of work and responsibility to the Contractor and may choose to have more than one contractor perform services as determined to be in the best interest of the City.

2. Term/Commencement Date.

(a) This continuing contract shall be for a term of three (3) years with one (1) two (2) year renewal at the discretion of the City. Actual completion of projects may extend beyond such term.

(b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth in the Work Schedule, unless in writing by the City Manager.

3. Compensation and Payment.

(a) 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 an approved form as may be provided by City from time to time, which may 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.

(b) Each application for partial payment shall include an affidavit or partial release of lien by Contractor and its subcontractors and suppliers 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.

(c) The final application for payment shall be accompanied by all documentation called for in the Agreement Documents, together with complete and legally effective releases or waivers (satisfactory to City) of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by the City, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish a release or receipt in full, Contractor shall provide the City with a certified written explanation for why the subcontractor or supplier has not been paid.

(d) The City shall pay Contractor in accordance with the Florida Prompt Payment Act.

(c) 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.

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. Prior to any payments to Contractor under this Agreement, Contractor shall provide City with partial and final releases (as may be the case for partial or final payment for the Work) of claims by all subcontractors and suppliers.

(b) Any subcontractors used on the Work must have the prior written approval of the

City Manager.

5. City's Responsibilities.

(a) Furnish to Contractor, at the Contractor's written request, all available maps, plans, existing studies, reports and other data pertinent to the Work, in possession of the City.

(b) Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform the Work as may be requested in writing by the Contractor.

6. Contractor's Responsibilities.

(a) The 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 confirm to the Scope of Work, upon written notification from the City Manager, the Contractor shall at Contractors sole expense, immediately correct 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) Upon receipt of the City's written notice of termination, Contractor shall stop the Work unless directed otherwise by the City Manager.

(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 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.

UPON EXECUTION OF THIS **AGREEMENT**, CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE TO THE CITY EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT **CITY IS NAMED AS AN ADDITIONAL INSURED** WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS.

CONTRACTOR shall file Certificates of Insurance with the City, reflecting evidence of all Coverages. All certificates of insurance must clearly identify the Contract to which they pertain, including a brief description of the subject matter of the Contract. They shall be filed with the City's Risk Management within fourteen (14) days of the execution of this Agreement by both parties. The certificates of insurance shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days' prior written notice has been given to the City. Policies for Coverage shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide.

All coverages shall be in force throughout the life of this Agreement. In the event insurance certificates provided to City indicate that any insurance shall terminate and lapse during the period of this Agreement and any and all amendments or extensions of it, then in that event, CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like Coverages for the remaining term of the Agreement and any and all extension of it, is in effect. The coverage listed below are the minimum amounts, and policies may be required dependent on the type of work performed.

General Liability

General Liability insurance with limits of not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. Annual Aggregate shall apply "Per Project/Job". This policy of insurance shall be written in an "occurrence" based format and include a Waiver of Subrogation in favor of the City.

Automobile Liability

Comprehensive or Business Automobile Liability insurance with/ limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverages for owned, hired, and non-owned vehicles, equipment or both as applicable. This policy of insurance shall be written in an "occurrence" based format and include a Waiver of Subrogation in favor of the City.

Workers' Compensation

A. Workers Compensation- Statutory Limits (per limits outlined by Chapter 440,

Florida Statutes)

B. Employers Liability Limits:

$500,000 for bodily injury caused by an accident, each accident

$500,000 for bodily injury caused by disease, each employee

$500,000 for bodily injury caused by disease, policy limit

Workers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Contractor(s) must be in compliance with all applicable State and federal workers' compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act (maritime), Federal Employers Liability Act (railroad), etc.

Contractors Pollution & Remediation Liability Insurance:

Insurance shall include bodily injury, property damage, defense, and cleanup as a result of pollution conditions arising from contractors' operations. This insurance shall be maintained for at least five years after completion of the construction and acceptance of any project covered by this Agreement. If claims made coverage is provided, retro date must apply prior to contract inception. City is included as Additional Insured.

Limits of Liability

Each Occurrence	$1,000,000

Cyber Liability

Limits of Liability

Each Occurrence	$1,000,000

Including Liability for Data Breach, Media Content, Privacy Liability and Network Security for third parties.

Retro Date – Prior to commencement of job.

Umbrella/Excess Liability (Excess Follow Form)

May be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

Watercraft Liability / Protection & Indemnity

Watercraft Liability Insurance, when necessary to use watercraft for the performance of the Contractor's services under the terms of this Contract, either by Contractor or any subcontractor, and if excluded by commercial general liability coverage, watercraft liability with a minimum limit of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable.

9. Nondiscrimination.

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);

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) Contractor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of related to, or any way connected with Contractor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this

Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of: related to, or in any way connected with Contractor's performance or non-performance of this Agreement.

(b) The provisions of this section shall survive termination of this Agreement.

13. Notices/ Authorized Representatives.

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: **City of Marathon**
9805 Overseas Highway
City of Marathon, Florida

With a Copy to: **Steve Williams, Steve Williams**
9805 Overseas Highway
Marathon, Florida 33050

For the Contractor: «Company_Name»

«Address»
«City_», «State» «Zip»

SAMPLE

14. Governing Law.

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.

(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 cancel 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.

This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Manager in writing 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.

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.

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.

The Contractor shall comply with all federal, state and local applicable laws, ordinances, rules, regulations, and [awful orders of public authorities relating to the Work.

21. Waiver.

The failure of either party to this Agreement 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.

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.

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.

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.

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.

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.

Prior to commencing the Work identified in Exhibit "A" the Contractor shall or may be requested by the City 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. Any performance bonds must be able to be called upon by personally appearing at the relevant financial institution with an available office or branch located in Monroe or Dade counties. The Performance and Payment Bonds will cease to be effective on the date of the City's acceptance of the Work. Effective immediately thereafter, a Maintenance Bond will be provided for the one year period commencing on the date of the City's acceptance of the Work in the amount of twenty five percent (25%) of the Work price.

SECTION 12 E-VERIFY

12.1 **E-Verify System** - Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

SECTION 11 Ownership and Access to Public Records.

11.1 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.

11.2 The Contractor is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

11.3 "Public Records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.

11.4 Should the Contractor assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

11.5 The Contractor consents to the City's enforcement of the Contractor's Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the Contractor shall pay all court costs and reasonable attorney's fees incurred by the City.

11.6 The Contractor's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the Contractor shall be grounds for immediate unilateral cancellation of this Agreement by the City.

11.7 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

[THE REST 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:

_____

Diane Clavier, City Clerk

CITY OF MARATHON:

_____

Steve Wiliams, Interim City Manager

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

_____

Steve Williams, City Attorney

CONTRACTOR

By:_____

_____**, President**

Date: _____