Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING A CONTRACT WITH HAWKINS, INC. FOR CHEMICAL DELIVERY IN AN AMOUNT NOT TO EXCEED $1,829,000; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 6, 2026 the City of Marathon (the "City") published An Invitation to Bid for "Chemical Delivery Bid" (the "Project"); and

WHEREAS, on August 26, 2026, Three bids were received with the only responsive and responsible bid being submitted by Hawkins, Inc., (the "Contractor") and City staff subsequently reviewed and determined the City's local preference regulations applied to the Project, but not for any of the bidders, and the bid was complete and the bidder was responsive and responsible; and

WHEREAS, the City finds that accepting the bid from Hawkins Inc. is in the best interest of the City and entering into a contract with the Contractor is also in the best interest of the City.

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 Contract between the City and the Contractor for the construction of the Project in an amount not to exceed $1,829,000.00 is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract 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 8TH DAY OF SEPTEMBER 2026.

THE CITY OF MARATHON, FLORIDA

Mayor Lynny Del Gaizo

Lynny Del Gaizio, Mayor

AYES: Landry, Still, 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

CONTRACT FOR
CHEMICAL DELIVERY TO WASTEWATER FACILITIES

THIS CONTRACT is made this 8th day of September, 2026 by and between the City of Marathon, Florida (the "City") and Hawkins, Inc (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

2.1. **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the "Scope of Work," included in Section 4 of this bid package.

2.2. **COMPENSATION/PAYMENT**-

2.2.1. Contractor shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.2.2. The City shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

2.2.3. The Contractor shall be compensated at the unit prices specified in Exhibit "A" of the Bid Form based upon the actual Work completed for the month. At no time shall the Contractor be entitled to greater compensation than that specifically set forth in this Contract.

2.3 **TERM**- This Contract shall be effective upon execution by both parties for a period of two (2) years and shall continue through September 8, 2028 (date). The City Manager may, at his/her sole option, extend this Contract on the same terms and conditions for an additional term of two (2) one (1) year periods. Such extension shall be effective upon receipt of a written notice from the City Manager to the Contractor received no later than 60 days prior to the date of termination.

2.4. **CONTRACTOR'S DUTY TO INSPECT**- The Contractor has carefully examined the described the areas for the Work contemplated in Section 4 and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any property damaged by the Contractor.

2.5. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Contract.

2.6. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall protect public and private property from injury or loss arising in connection with this contract as follows:

2.6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

2.6.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

2.6.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City) and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or delivery operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

2.6.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced.

2.7. **INDEMNIFICATION**-

2.7.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

2.7.2. This indemnification obligation shall survive the termination of this Contract.

2.7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

2.7.4. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

2.8. **CONTRACT DOCUMENTS** - The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;
All Addendums;
Contract Agreement;
Bid Documents;
Scope of Work/Specifications;
Qualification Statement;
Insurance Certificates; and
Bonds.

2.9. **CONTRACTOR'S EMPLOYEES**

2.9.1. The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

2.9.2. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

2.9.3. Contractor shall, upon receipt of a written request from the City Manager, immediately exclude any employee of Contractor from providing Work under this Contract.

2.9.4. The Work contemplated in this Contract is on public property, accordingly no alcoholic beverages shall be allowed.

2.9.5. The same care shall be exercised by all Contractor's and subcontractor's employees.

2.10. **VEHICLES AND EQUIPMENT**- Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City Manager may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

2.11. **INSURANCE** - The Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the City against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers, and naming the City as an additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

INSURANCE REQUIREMENTS - STATUTORY LIMIT

Commercial General Liability – Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

$1,000,000 per occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations
$1,000,000 personal and advertising injury

Worker's Compensation – Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract to apply to all owners, officers and employees regardless of the number of employees. Worker's Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employer's liability will have minimum limits of:

$100,000 per accident
$100,000 disease limit
$500,000 disease policy limit

Business Auto Liability – Coverage shall apply to all owned, hired and non-owned vehicles used with limits of:

$1,000,000 combined single limit

Pollution Liability – Covering a transporter moving hazardous products or waste as cargo with minimum limits of:

$1,000,000 bodily injury/property damage, cleanup including wrongful delivery

2.11.1 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend

to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

2.11.2 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

2.11.3 **Certificate of Insurance:** Contractor shall provide the City Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City Manager.

2.11.4 **Additional Insured** - The City is to be specifically included as an Additional Insured for the liability of the City resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

2.11.5 All deductibles or self-insured retentions must be declared to and be approved by the City Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

2.12. **ASSIGNMENT AND AMENDMENT**- No assignment by the Contractor of this contract or any part of it; or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior

written approval of the City Manager. This Contract may only be amended by the parties with the same formalities as this Contract.

2.13. **TERMINATION**-

2.13.1. Either party may terminate this Contract without cause upon 30 days written notice to the other party.

2.13.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

2.13.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.

2.13.4. The City may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract.

2.14. CHOICE OF LAW- This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

2.15. ATTORNEY'S FEES- . If either the City or Contractor is required to enforce the terms of the contract 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.

2.16. **ACCESS TO PUBLIC RECORDS** - The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.

2.17. **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.**

2.18. **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.

2.19. **DRUG-FREE WORKPLACE** – The Contractor shall maintain a drug-free workplace.

2.20. **POLICY OF NON DISCRIMINATION** – Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contractor. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

2.21. **INSPECTION AND AUDIT**- During the term of this Contract and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

2.22. **SEVERABILITY**- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

2.23. **WAIVER OF JURY TRIAL** - The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.

2.24. **COUNTERPARTS** - This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

2.25. **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

For City:

Steve Williams, Interim City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 289-4130

For City:

Steve Williams, City Attorney
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 289-4103

For Contractor:

Hawkins, Inc
5705 Dewey Street
Hollywood, FL 33023
Will Tompkins- Branch Manager 305-731-7800

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

By: _____
Diane Clavier, City Clerk

By: _____
Steve Williams, City Attorney

CITY OF MARATHON

By: _____
Steve Williams, Interim City Manager

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE CITY OF MARATHON ONLY:

Signed, sealed and witnessed in the presence of:	As to Contractor:
By:_____	By: _____

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.