



COUNCIL AGENDA STATEMENT

Meeting Date: November 12, 2019
To: Honorable Mayor and Councilmembers
From: Carlos A. Solis, P.E. Director of Public Works & E
Through: Chuck Lindsey, City Manager

Agenda Item: **Resolution 2019-113**, Approving A “Piggy-Back” Agreement Between The City Of Marathon, Florida And H&R Paving, Inc., For The Re-Paving of 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

BACKGROUND & JUSTIFICATION:

The city has acquired Grant funding from the TDC for improvements to the asphalt sidewalk at Community Park. The project is funded by the TDC as part of the overall improvement to the Amphitheater improvement project, including the re-sodding of the soccer fields.

In order to expedite project costs and delivery it is recommended piggy-backing an existing competitively bid construction contract, utilizing negotiated, and line item unit pricing to complete the City’s project. According to Section 2-184(3) of the Purchasing Policy, the City may waive competitive bidding procedures to be 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). We recently received bids for the Aviation Blvd. Multi-Use Trail Project, and only two respondents provided bids for this work. Therefore, this is a request to piggy-back the existing construction contract between the City and H&R Paving, Inc., in an amount not to exceed \$73,900 as specified in Exhibit “A.”

ATTACHMENTS

Proposed Contract

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan – Chapter 8	<u> X </u>	_____
2. Other: MCTDC grant requirement	<u> X </u>	_____

FISCAL NOTE:

The adopted F20 Capital Infrastructure budget includes appropriations of \$394,975 for the TDC funded Community Park Complex project.

RECOMMENDATION:

Approval of Resolution

**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:
NOES:
ABSENT:
ABSTAIN:

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 _____ day of _____ 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: _____

Title: _____

Dated: _____

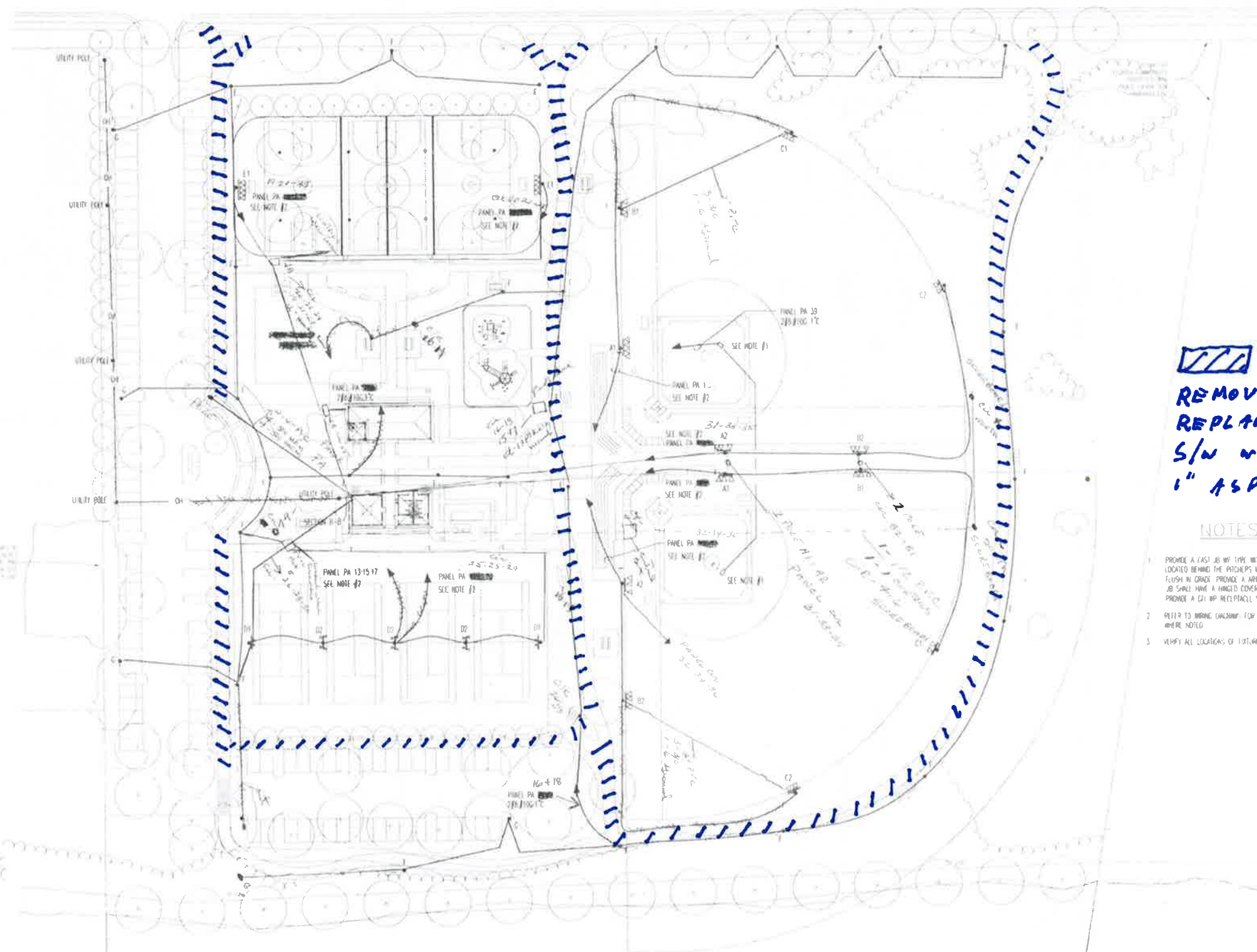
EXHIBIT “C”
 BID

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)

Asbuilt's Received From Rowdy's Electric 5-3-01
 U S H I G H W A Y



REMOVE AND REPLACE ASPHALT S/W w/4" BASE 1" ASPHALT

NOTES

1. PROVIDE A CAST IRON W/ TYPE WITH EASLED COVER LOCATED BEHIND THE PITCHERS MOUND IN THE CROSS AREA FLUSH TO GRADE. PROVIDE A ARTIFICIAL GRASS PATCH APPLIED TO BOX COVER. JO SHALL HAVE A HINGED COVER WITH SCREWDRIVER TIGHT ACCESS. PROVIDE A 12" W/ RECEPTACLE SECURITY MOUNTED INSIDE BOX.
2. REFER TO BIDDING DRAWING FOR CONDUCTOR AND CONDUIT SIZES WHERE NOTED.
3. VERIFY ALL LOCATIONS OF FEATURES WITH ARCHITECT.



ELECTRICAL LIGHTING PLAN



Hedley and Associates
 Engineering & Construction Consultants
 120 Venetian Way, Suite 10
 Merritt Island, FL 32953 • (407)452-2173

Marathon Community Park
 Overseas Highway
 Marathon, Florida

110 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1342
 Facsimile (305) 296-2722
 Florida License AKC0002022

Bender & Associates
ARCHITECTS
 p.a.

Project No. 9824
 PHASE 1
 ELECTRICAL
 SITE PLAN
 Date: 8/13/99

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