

COUNCIL AGENDA STATEMENT

Meeting Date: May 14, 2024  
To: Honorable Mayor and Council Members  
From: Dan Saus, Utility Director  
Through: George Garrett, City Manager



Agenda Item: **Resolution 2024-47**, Awarding The Contract For The Area 3 Chlorine Contact Tank Coatings Upgrade To Reynolds Construction, LLC In An Amount Not To Exceed \$206,876.23; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The City of Marathon executed a continuous service contract “Continuing Services Agreement” between the City of Marathon, Florida and Reynolds Construction, LLC on May 10, 2023 through Resolution 2023-46. Work Authorizations in excess of \$35,000 require City Council approval.

The City continues to have corrosion issues in the chlorine contact tank at the Area 3 wastewater treatment facility. Previous coating improvements have improved the reliability of this tank, but it continues to be a corrosion problem. This upgrade uses the latest available coatings to achieve the maximum amount of corrosion protection available at this time.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other –Sewer Mandate	_____	_____

FISCAL NOTE:

Approval of this resolution will appropriate funds in the wastewater utility budget to completed this work.

RECOMMENDATION:

Approve Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2024-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AWARDED THE CONTRACT FOR THE AREA 3 CHLORINE CONTACT TANK COATINGS UPGRADE TO REYNOLDS CONSTRUCTION, LLC IN AN AMOUNT NOT TO EXCEED \$206,876.23; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPENDING BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the city requires an upgrade to the coatings on the chlorine contact tank at the Area 3 treatment plant, and

**WHEREAS**, Reynolds Construction, LLC has a continuing services agreement with the city, and,

**WHEREAS**, staff recommends this contract for approval.

**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 City Council hereby authorizes the City Manager to enter into an agreement and expend budgeted funds on behalf of the City to Reynolds Construction, LLC in the amount not to exceed \$206,876.23.

**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 14<sup>th</sup> DAY OF MAY, 2024.**

**THE CITY OF MARATHON, FLORIDA**

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**Mayor Robyn Still**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

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

\_\_\_\_\_  
Steve Williams, City Attorney

City of Marathon  
Marathon, FL 33050  
Mr. Dan Saus

April 30, 2024

RE: Area 3 – CCC Tank Coating

Mr. Saus:

Reynolds Construction respectfully submits the included proposal for the interior and exterior coatings for the City of Marathon Area 3 CCC tank modifications.

Reynolds offers to provide the scope of work for the costs as detailed below and as per the scope as detailed as noted. The pricing is inclusive of the following:


- Warranty shall be provided for one (1) year from the date of completion. The warranty is for materials and labor. Area at the injection location must utilize a stilling well.
- Reynolds shall place two (2) stilling wells at each injection location. Reynolds shall modify chlorine injection location.
- Modifications to weirs and troughs shall be included. Provided the angles, joints and underside of the nature, this work shall be detailed based on intricate nature.
- Work is anticipated to have a duration of approximately ten (10) weeks. Weather and humidity may affect the duration and operation capability of the City.
- Abrasive blasting shall per the recommendation of Tnemec.
- Mechanical preparation of the exterior as applicable for areas of heavy corrosion and as applicable for the balance. Minimal abrasive blasting on the exterior is required.
- Reynolds will perform MIL inspections and Holiday (spark) testing. Reynolds shall provide reports for record purposes.
- Reynolds shall utilize the City of Marathon's vac truck. This utilization will be coordinated in advance. The utilization is of significant savings for the City of Marathon and is a labor savings.

Reynolds provides the scope of work for the lump sum price of \$206,876.23

Reynolds appreciates the opportunity to continue to work with the City of Marathon. Please let us know if you have any questions regarding this proposal.

Respectfully Provided:

Reynolds Construction, LLC

A handwritten signature in black ink, appearing to read 'J. Vondersaar', is written over a light blue horizontal line.

Joshua R. Vondersaar



**Reynolds Construction**

300 East Broad St  
Fairburn, GA 30213

CHANGE PROPOSAL  
SUMMARY NO:

PROJECT NAME	City of Marathon - Maintenance & Service Agreement	PROJ. NO.:	
LOCATION:	Marathon, FL	DATE:	04/30/24
OWNER:	City of Marathon	DRAWING NO.:	
ENGINEER:	N/A	SPEC. SECTION:	

REFERENCE PCO NO.: \_\_\_\_\_ FIELD DIRECTIVE NO.: \_\_\_\_\_ N/A RFI NO.: \_\_\_\_\_ N/A OTHER: \_\_\_\_\_

**DESCRIPTION:**

**Complete Interior Coating of Area 3 CCC - All Walls (Int and Ext) and Floor & Add of Stilling Wells at Chlorine Injection Points**

Warranty shall be provided for one (1) year from the date of completion. Warranty is for materials and labor. Area at injection location must utilize a stilling well. Work is anticipate to have a duration of approximately ten (10) to twelve (12) weeks - weather and humidity pending. Abrasive blasting to bare metal as per recommendation of TNEMEC for interior. Mechanical preparation of exterior as applicable for areas of heavy corrosion and as applicable for the balance. Abrasive blasting of entire exterior is not required. Purchase of materials for blasting and coating of the interior of CCC per TNEMEC recommendations and will be documented for record purposes. Reynolds will perform MIL inspections and Holiday (spark) testing. Reynolds shall provide reports for record purposes. Expected duration is anticipated to be four (4) weeks per side (interior) for labor and equipment. Reynolds to utilize Owners telehandler and Vac truck. This is a significant costs savings for the City of Marathon, especially the vac truck as sand removal is labor intensive. Material is assumed not to be hazardous (lead based).

**PRICING INFORMATION**

	SKILL/TRADE	MAN-HOURS	RATE	COST
<b>1. DIRECT LABOR</b>	See backup sheet for breakdown	1138		\$ 86,461.98
1.A PRODUCT LABOR:				
1.B <input type="checkbox"/> FOREMAN <input type="checkbox"/> SUPERINTENDENT	Safety	0	\$ 88.24	\$ -
	QA/QC	0	\$ 86.28	\$ -
1.C OFFICE ENGINEERING:	Superintendent	12	\$ 133.00	\$ 1,596.00
	Project Engineer (8 hours / week)	80	\$ 92.75	\$ 7,420.00
	Project Manager	4	\$ 133.00	\$ 532.00
1.D BURDEN	Labor Burden (included in Rates)			\$ -
				\$ 96,009.98

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>2. MATERIALS AND EQUIPMENT</b>					
2.A INCORPORATED IN WORK:	See Detail Break Down	1	LS	\$ 44,205.47	\$ 44,205.47
					\$ -
2.B CONSUMED IN PERFORMANCE:	Small Tools and Expendables (3% of field labor)				\$ 2,593.86
2.C EQUIPMENT:	See Backup Sheet	1	LS	\$ 13,076.28	\$ 13,076.28
	Fuel and Service 20% of Equip Cost	1	LS	\$ 2,615.26	\$ 2,615.26
2.D DIRECT COSTS:					\$ 62,490.86
2.E SALES TAX: 7.5%					\$ 4,686.81
					\$ 67,177.67

	NAME	DESCRIPTION OF WORK	COST
<b>3. SUBCONTRACTORS</b>			
3.A DIRECT:	See Detail Sheet		\$ -
3.B LOWER TIER:			\$ -

Contract Time Extension Costs	Days Requested	Daily Rate	COST
Contractor Extension Costs	0	0	\$ -
Subcontractor Extension Costs	0	0	\$ -
Total Time Extension Costs			\$ -

**EXTENSION OF CONTRACT TIME:**

N/A	This Proposal does not include any \$ for extension or acceleration but the right to ask for these costs at a later date is expressly reserved if determined to be necessary.
N/A	Extension cost is included in this proposal
N/A	Acceleration cost to maintain project schedule are included in this proposal. *

5. FEE STRUCTURE	Rate	COST	Overhead 10%	SUBTOTAL
A. Contractor				
1. Direct Labor:		\$ 96,009.98	20%	\$ 115,211.98
2. Material:		\$ 67,177.67	20%	\$ 80,613.20
3. Equipment:		\$ 9,209.21	20%	\$ 11,051.05
4. Subcontractors:		\$ -	7.5%	\$ -
TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):				<b>\$ 206,876.23</b>

**RECORD DOCUMENTS:** As part of this Change Proposal, the Contractor shall provide applicable record drawing information affected by this change.

Signed: Josh Vondersaar  
 Title: Project Manager Date: 04/30/24  
 Contractor: Reynolds Construction, LLC

**ACCEPTANCE BY OWNER**

Signature of Owner's Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Engineer to prepare necessary change order \_\_\_\_\_ Engineer to Re-negotiate change proposal as noted above \_\_\_\_\_ Other as above

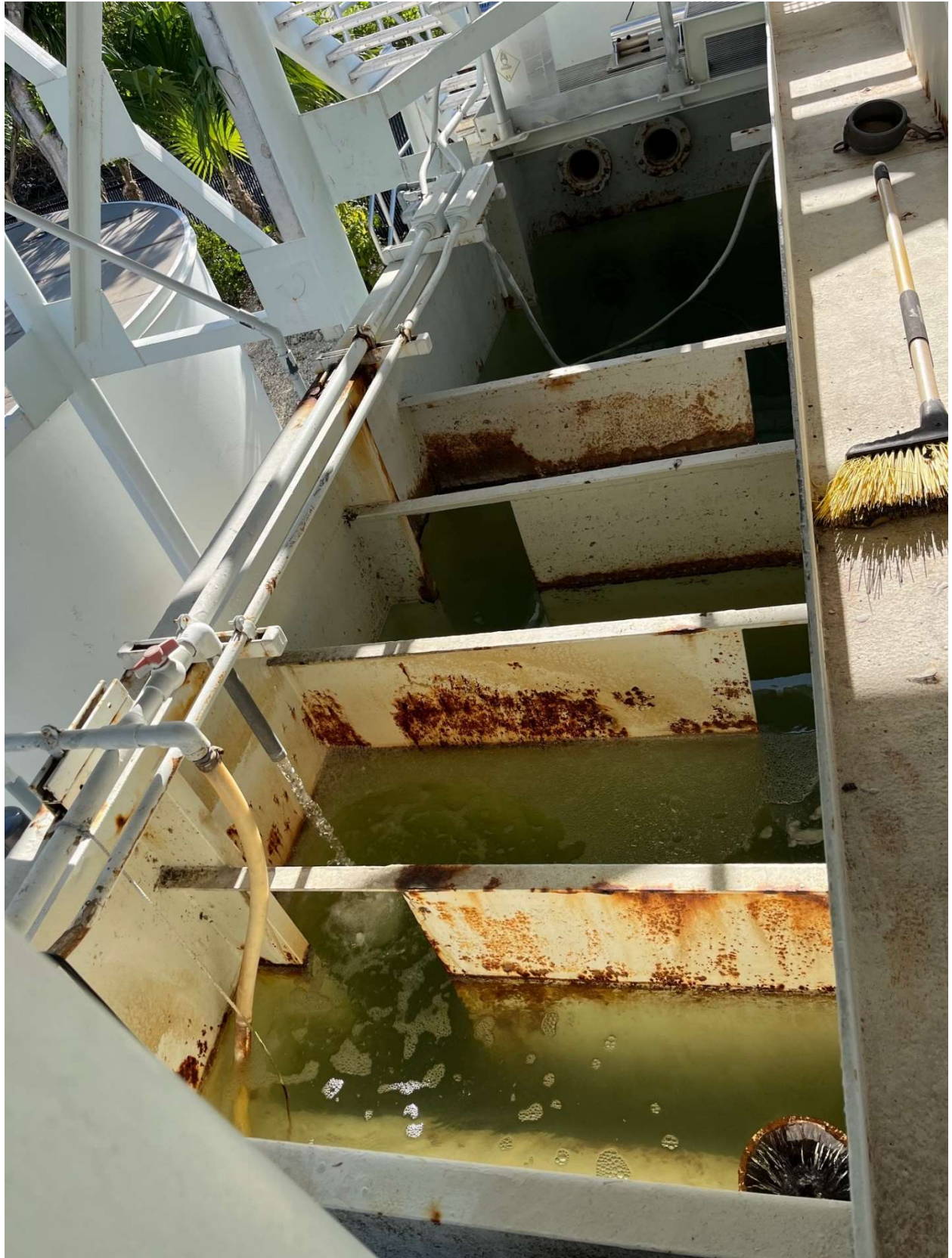
OWNER:	CONTRACTOR: Reynolds Construction	PROJECT
ENGINEER:	FIELD:	NO.:
	OTHER:	DATE:























FSS COMPANY

8500 N.W. 36th Avenue, Miami, FL 33147  
Phone (305) 691-5881 Fax (305) 696-9414

# Quote

QUOTE	MSQ-006424
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MIA

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**BILL TO:**

Reynolds Construction LLC
Contact Address Miami, FL 33147

**SHIP TO:**

Reynolds Construction LLC
Luke Johnson Miami, FL 33147 P: (260) 760-7775

Purchase Order #	Customer ID	Shipping Method	Sales Person	Territory	Reqd Ship Date		
B.B.MEDIUM12/40	9002	FOB	2	02	02/22/2024		
Qty	B/O	UOM	Item #	Description	Discount	Price	Extended

64.00	0.00	BAG	77005564	Black Beauty Iron 12-40 (copper slag) Medium in 50 lbs Bags (64 per plt)	0.00000	\$10.25	\$656.00
64.00	0.00	BAG	1075264	Sand-30/65 Med/Fine 50lb Bag (64/PLT)	0.00000	\$5.35	\$342.40
64.00	0.00	BAG	1073264	Sand-20/30 Medium 50lb Bag (64/PLT)	0.00000	\$5.75	\$368.00

Subtotal	\$1,366.40
Misc	\$0.00
Tax	\$95.64
Freight	\$0.00
Trade Discount	\$0.00
Total	\$1,462.04



PC#: 0300
7603 OVERSEAS HWY
MARATHON, FL 33050 3126
305-743-6000

SUNBELT RENTALS, INC.

Salesman: 035201 BICKEL, BRIAN (352)
Typed By: MSPORDER

Job Site:
CUSTOMER PICKUP
7603 OVERSEAS HIGHWAY
MARATHON, FL 33050 3126

C#: 877-770-0127 J#: 770-318-4362

QUOTE



Customer: 674327
REYNOLDS CONSTRUCTION, LLC
6225 N COUNTY ROAD 75 E
ORLEANS, IN 47452

Contract #.. 149768584
Contract dt. 1/26/24
Date out.... 1/30/24 8:00 AM
Est return.. 2/27/24 8:00 AM
Job Loc..... 7603 OVERSEAS HIGHWAY, MARATHON
Job No..... 1 - CUSTOMER PICKUP
P.O. #.....
Ordered By.. JOHNSON, LUKE
NET 60

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

Table with columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes equipment list and SALES ITEMS section.

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE
MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY
CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. \* Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) \_\_\_\_\_ (Customer Initials)

Customer Signature Date Name Printed Delivered By Date

Proposal: 0  
Description: Complete Interior Coating of Area 3 CCC - All Walls (Int and Ext) and Floor & Add of Stilling Wells at Chlorine Injection Points  
Date: 04/30/24

Description	QTY	UOM	Unit Cost Labor	Total Labor	Unit Cost Material	Total Material	Unit Cost Subcontractor	Total Sub	Equipment Rate	Total Equipment	Totals
<b>INTERIOR &amp; EXTERIOR COATING</b>											
<b>Pressure Wash, Blast and Remove Coatings for Tank #1</b>											
Laborer (x2)	84	MH	65.78	\$ 5,525.52							\$ 5,525.52
Foreman	42	MH	89.58	\$ 3,762.36							\$ 3,762.36
<b>Place Coatings for Tank #1</b>											
Laborer (x2)	48	MH	65.78	\$ 3,157.44							\$ 3,157.44
Foreman	24	MH	89.58	\$ 2,149.92							\$ 2,149.92
Engineer	24	MH	92.75	\$ 2,226.00							\$ 2,226.00
<b>Space Req, Equip &amp; Remove Media - (Both Sides)</b>											
Laborer (x2)	32	MH	65.78	\$ 2,104.96							\$ 2,104.96
Foreman	16	MH	89.58	\$ 1,433.28							\$ 1,433.28
<b>Pressure Wash, Blast and Remove Coatings for Tank #2</b>											
Laborer (x2)	84	MH	65.78	\$ 5,525.52							\$ 5,525.52
Foreman	42	MH	89.58	\$ 3,762.36							\$ 3,762.36
<b>Place Coatings for Tank #2</b>											
Laborer (x2)	48	MH	65.78	\$ 3,157.44							\$ 3,157.44
Foreman	24	MH	89.58	\$ 2,149.92							\$ 2,149.92
Engineer	24	MH	92.75	\$ 2,226.00							\$ 2,226.00
<b>Stilling Well - Modificaitons and Additions</b>											
Foreman	14	MH	89.58	\$ 1,254.12							\$ 1,254.12
Laborer (x1)	14	MH	65.78	\$ 920.92							\$ 920.92
Engineer	14	MH	92.75	\$ 1,298.50							\$ 1,298.50
<b>Floor Preparation and Modificaitons</b>											
Foreman	32	MH	89.58	\$ 2,866.56							\$ 2,866.56
Laborer (x2)	64	MH	65.78	\$ 4,209.92							\$ 4,209.92
<b>Blast Media Removal (utilization of C of M vac truck)</b>											
Laborer (x1)	10	MH	65.78	\$ 657.80							\$ 657.80
Foreman	10	MH	89.58	\$ 895.80							\$ 895.80
<b>Score Paint - Exterior (Mechanical Preparation)</b>											
Foreman	24	MH	89.58	\$ 2,149.92							\$ 2,149.92
Laborer (x1)	24	MH	65.78	\$ 1,578.72							\$ 1,578.72
Engineer	24	MH	92.75	\$ 2,226.00							\$ 2,226.00
<b>Wash, Blast and Remove Coatings for Mudwell and Filter</b>											
Laborer (x2)	72	MH	65.78	\$ 4,736.16							\$ 4,736.16
Foreman	36	MH	89.58	\$ 3,224.88							\$ 3,224.88
Engineer	36	MH	92.75	\$ 3,339.00							\$ 3,339.00
<b>Piping Coatings as Needed (see pictures)</b>											
Laborer (x1)	16	MH	65.78	\$ 1,052.48							\$ 1,052.48
Foreman	16	MH	89.58	\$ 1,433.28							\$ 1,433.28
<b>Place Coatings for Mudwell and Filter</b>											
Laborer (x2)	64	MH	65.78	\$ 4,209.92							\$ 4,209.92
Foreman	32	MH	89.58	\$ 2,866.56							\$ 2,866.56
Engineer	16	MH	92.75	\$ 1,484.00							\$ 1,484.00
<b>Trough / Weir - Blasting &amp; Coating</b>											
Laborer (x1)	36	MH	65.78	\$ 2,368.08							\$ 2,368.08
Foreman	36	MH	89.58	\$ 3,224.88							\$ 3,224.88
Engineer	24	MH	92.75	\$ 2,226.00							\$ 2,226.00
<b>Mobilization / Demobilization</b>											
Laborer (x1)	16	MH	65.78	\$ 1,052.48							\$ 1,052.48
Foreman	16	MH	89.58	\$ 1,433.28							\$ 1,433.28
<b>Equipment:</b>											
Lull (Owner Supplied)	0	EA							\$ -	\$ -	\$ -
Vac Truck (Owner Supplied)	0	EA							\$ -	\$ -	\$ -
Dumpster - Reynolds	1	EA							\$ 940.00	\$ 940.00	\$ 940.00
Pressure Washer, Hose & Accessories (Water by Owner)	1	EA							\$ 455.00	\$ 455.00	\$ 455.00
Blasting Safety & Accessories	1	EA							\$ 718.34	\$ 718.34	\$ 718.34
Air Compressor (185 CFM)	3	MO							\$ 680.00	\$ 2,040.00	\$ 2,040.00
Water Separator (x2)	6	MO							\$ 370.00	\$ 2,220.00	\$ 2,220.00
Air Compressor Hose	12	EA							\$ 90.00	\$ 1,080.00	\$ 1,080.00
Blast Purifier	3	MO							\$ 63.00	\$ 189.00	\$ 189.00
Air Hose - Breathable	3	MO							\$ 67.00	\$ 201.00	\$ 201.00
Trailer & Hauling	1	EA							\$ 185.00	\$ 185.00	\$ 185.00
Grinders, Abrasive Equipment, Discs and Wheels	1	EA							\$ 930.00	\$ 930.00	\$ 930.00
Equipment Safety	1	EA							\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Media Blaster & Tips	1	EA							\$ 1,725.00	\$ 1,725.00	\$ 1,725.00
Holiday / Spark Testing Equipment	0.5	EA							\$ 1,185.87	\$ 592.94	\$ 592.94
<b>Material:</b>											
Blasting Media - (pallet = 64 bags)	14	EA		\$ 656.00	\$ 9,184.00						\$ 9,184.00
- Shipping	2	EA		\$ 1,350.00	\$ 2,700.00						\$ 2,700.00
Cleaning Agent	2	EA		\$ 315.12	\$ 630.24						\$ 630.24
Heavy Duty Tarps / Area Protection	4	EA		\$ 125.00	\$ 500.00						\$ 500.00
SS Uni-Strut, Clamps and Conduit (relocate dosing conduit)	1	LS		\$ 838.33	\$ 838.33						\$ 838.33
Blasting Safety (Hood, Shield, Air Feed, and similar)	1	EA		\$ 1,480.00	\$ 1,480.00						\$ 1,480.00
N69 - Tnemec	4	KITS		\$ 127.26	\$ 509.04						\$ 509.04
1074 - Tnemec	4	KITS		\$ 169.69	\$ 678.76						\$ 678.76
120-5002 Primer - Tnemec (2 (or 3) Orders - short can life)	68	KITS		\$ 169.45	\$ 11,522.60						\$ 11,522.60
120-5001 Top Coat - Tnemec (2 (or 3) Orders)	78	KITS		\$ 169.45	\$ 13,217.10						\$ 13,217.10
Thinner	4	GAL		\$ 63.85	\$ 255.40						\$ 255.40
Freight - (4 Deliveries)	4	EA		\$ 175.00	\$ 700.00						\$ 700.00
Rollers, Brushes and Materials	1	LS		\$ 1,400.00	\$ 1,400.00						\$ 1,400.00
Tarp(s) & Tank Cover	1	EA		\$ 400.00	\$ 400.00						\$ 400.00
Fan (Silica / Dust Control)	1	EA		\$ 190.00	\$ 190.00						\$ 190.00
<b>Subcontractors:</b>											
- NACE Testing - MIL & Holiday Testing by Reynolds	0	EA						\$ -	\$ -		\$ -
<b>TOTALS</b>	<b>1138</b>	<b>MH</b>	<b>1138</b>	<b>\$ 86,461.98</b>	<b>\$ 44,205.47</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,209.21</b>	<b>\$ 13,076.28</b>	<b>\$ 143,743.73</b>	