

Sponsored by: Puto

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2005-092**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARATHON SEAWALLS AND DOCKS, INC., TO CONSTRUCT DOCK ACCESS RAMPS AT THE CITY MARINA, IN AN AMOUNT NOT TO EXCEED \$108,400**

**WHEREAS**, the City of Marathon, Florida (the "City") advertised an Invitation to Bid on April 15, 2005, for a contractor to drive existing piles, construct an ADA compliant ramp and upland ramp bases, swales, and dispose of old piles and dinghy docks at the Boot Key Harbor City Marina (the "Project"); and

**WHEREAS**, the City did not receive any bids it found to be acceptable and the Project was re-bid on May 26; and

**WHEREAS**, one company, Marathon Seawalls and Docks, Inc., (the "Contractor") responded to this request with a bid of \$108,400 for the Project; and

**WHEREAS**, the City wishes to enter into an agreement with Contractor to complete the Project.

**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 agreement between the City of Marathon and Marathon Seawalls and Docks, Inc., to construct the Project at the City Marina in an amount not to exceed \$108,400 a copy of which is attached as Exhibit "A" together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

**Section 3.** This resolution shall take effect immediately upon its adoption.

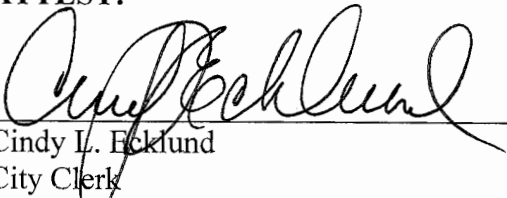
**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 28<sup>th</sup> day of June, 2005.

THE CITY OF MARATHON, FLORIDA

  
\_\_\_\_\_  
John Bartus, Mayor

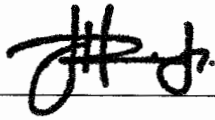
AYES: Mearns, Miller, Pinkus, Bartus  
NOES: None  
ABSENT: Bull  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Cindy L. Ecklund  
City Clerk

(City Seal)

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

  
\_\_\_\_\_

CITY ATTORNEY

**CONTRACT FOR  
WOOD RAMPS AND PILINGS – BOOT KEY HARBOR CITY MARINA**

THIS CONTRACT is made this 28<sup>th</sup> day of June, 2005 by and between the CITY OF MARATHON, FLORIDA (the "City") and MARATHON SEAWALLS & DOCKS, INC. (the "Contractor").

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

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 Exhibit A, attached.
  
2. **COMPENSATION/PAYMENT-**
  - 2.1 The Contractor shall be compensated for final completion of the Work the total lump sum of \$108,400.00.
  
  - 2.2 The City shall make payment 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.
  
  - 2.3 Submission to the Contractor's invoice for final payment and reimbursement shall constitute the Contractor's representation to the City that, upon receipt from the City of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Contractor shall deliver to the City all documents requested by the City evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor.
  
  - 2.4 In the event that all or a portion of an invoice submitted to the City for payment to the Contractor is disputed, or additional backup documentation is required, the City shall notify the Contractor within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Contractor shall provide the City within five (5) working days of the date of the City's notice. The City may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Contractor. The City, at its sole discretion, may pay to the Contractor the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

3. **TERM** –

3.1 This Contract shall be effective upon execution by both parties and shall continue for 120 days. The City may extend the Contract upon the sole discretion of the City Manager.

3.2 The Contractor shall initiate work on the Project upon receipt of a written Notice to Proceed by the City Manager or his designee. The Contractor shall complete the Work within 45 days of the commencement date in the Notice to Proceed.

3.3 The Contractor shall not be entitled to seek any damages for delay, whether such damages are caused by the Contractor, the City, an act of God or for any other reason. The term may be extended by the City Manager in the event of an unforeseeable act of God.

3.4 The Contractor shall request in writing for an extension of time to complete the Work, provided to the City Manager within seven (7) days of the events giving rise to the delay.

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

5. **NON-WAIVER**- The failure of either party to this Contract 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 Contract shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

6. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all its Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

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 where the Work is being performed, 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.

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.

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 construction 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.

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. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

## 7. INDEMNIFICATION-

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.

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

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

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.

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

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

9. **CONTRACTOR'S EMPLOYEES**-

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.

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.

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.

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

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

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.

11. **INSURANCE**- Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverages shall include a minimum of:

- 11.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees at minimum statutory limits as required by Florida Law. Contractors with Worker's Compensation exemption shall not hold the City liable for employee injury or claims.

- 11.2 **Comprehensive Automobile and Vehicle Liability Insurance:** Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$100,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability for personal transportation vehicles, and not less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability for heavier equipment vehicles. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- 11.3 **Commercial General Liability.** Commercial general liability coverage with limits of liability of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

- 11.4 **Certificates of Insurance** shall be provided to the City at the time of execution of this Contract and certified copies provided if requested. Certificates of Insurance shall include the City as additional insured or certificate holder. 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.

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.

13. **TERMINATION**-

13.1. The City may terminate this Contract without cause upon 5 days written notice to the Contractor.

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.

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.

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.

14. **CHOICE OF LAW**- This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.
15. **ATTORNEY'S FEES**- In the event either party to this Contract is required to retain legal counsel to enforce any of its rights under this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.
16. **ACCESS TO PUBLIC RECORDS**- 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.
17. **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.
18. **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.
19. **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.



20. **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.

21. **NOTICES/ Authorized Representatives**- Any notices required by this Contract 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 City: Mike Puto, City Manager  
City of Marathon, Florida  
10045-55 Overseas Highway  
Marathon, Florida 33050

With a Copy to: John Herin, Jr., Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
150 W Flagler St., Suite 2200  
Miami, Florida 33130

For Contractor: Randy Culmer, President  
Marathon Seawalls & Docks, Inc.  
PO Box 504316  
Marathon, Florida 33050

22. **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 Contract. This Contract 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.

23. **COMPLAINE WITH LAWS**- The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

24. **SURVIVAL OF PROVISIONS**- Any terms or conditions of either this Contract that require acts beyond the date of the term of the Contract, shall survive termination of the Contract, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25. **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 Contract, and

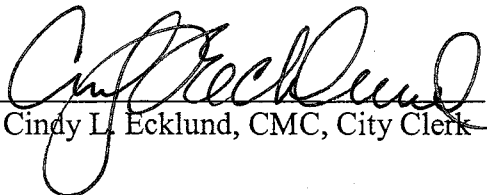
that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(Remainder of page intentionally left blank)

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

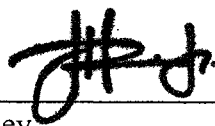
Attest:

CITY OF MARATHON

By:   
Cindy L. Ecklund, CMC, City Clerk

By:   
Michael H. Puto, City Manager

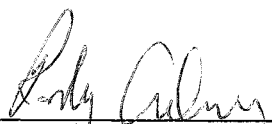
APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

By:   
City Attorney

Signed, sealed and witnessed in the presence of:

As to Contractor:

By: 

By:   
Randy Culmer, President

(\* 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.

**Exhibit A**  
**SCOPE OF WORK AND SPECIFICATIONS**

The Contractor shall complete the work according to the following Scope of Work and Specifications

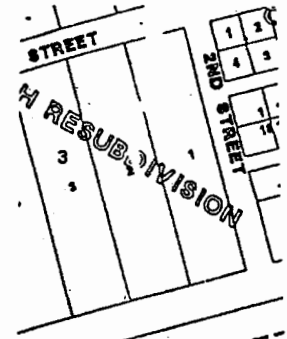
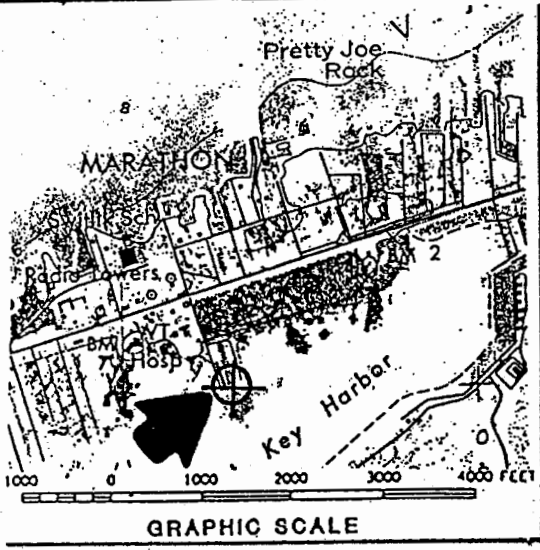
The work consists of the following, done in accordance with the attached engineered drawings (Attachment A):

1. Construction of a 288 sq ft pile-supported, wood ramp for handicap access to the City marina's proposed floating dock system. This project does not include the floating docks or aluminum gangways.
2. Installation of 46 concrete pilings (City purchased). Eight (8) of the concrete pilings shall be installed for the purpose of supporting the wood ramp. The remaining pilings will be installed for the subsequent installation of a floating dock system (not included in this project).
3. The removal of all existing wood pilings within the boat basin, submerged and exposed, except for the existing pilings found along the seawall of the marina.
4. Installation of five (5) access walks (not including the aluminum gangways) as shown on Sections B-B and C-C of the attached drawings. Realign the one existing walkway and ramp anchoring system to match the five new access walks.
5. Construction of a stormwater berm and swale per diagram in Attachment B and running the length of the project along the shoreline.
6. Removal and disposal of existing floating dock and fixed wood dock at north end of marina basin.

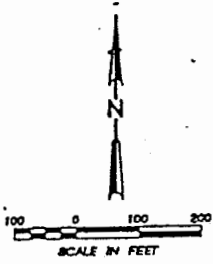
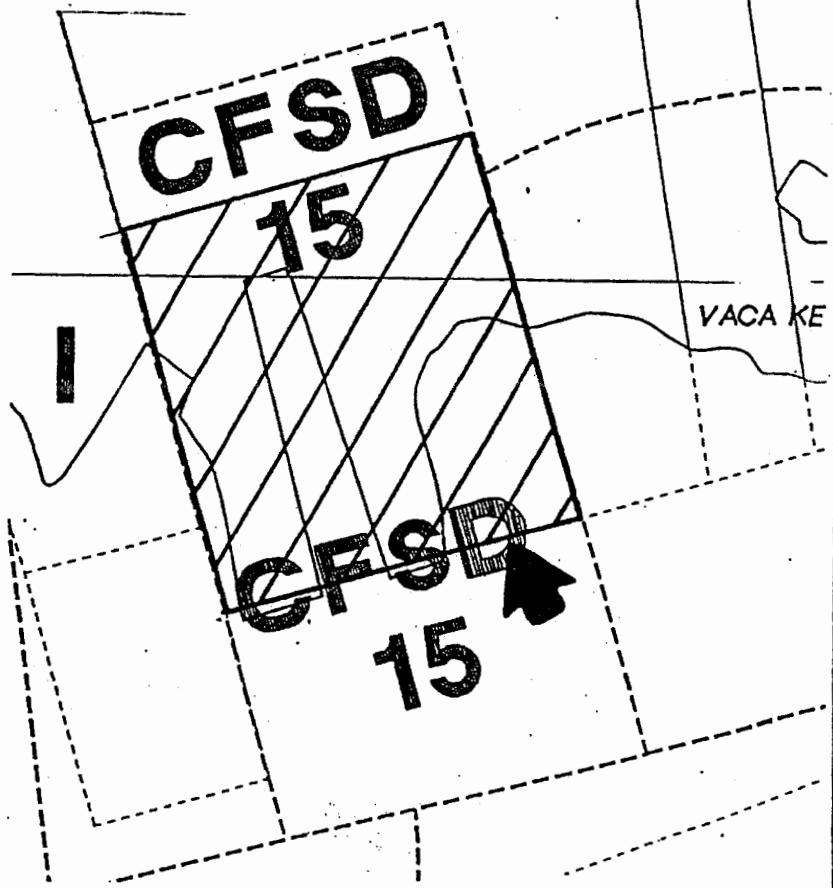
Specifications:

- The project does not include the purchase of the pilings for in-water work. The City has already purchased all piles required for this project. The piles are 30 ft long, 10" pretensioned spun concrete piles.
- All piles must be driven a minimum of 3 ft into rock (as shown on the engineered drawings) and extend to a maximum uniform height above mean high water.
- All framing and support structures must be CCA pressure treated.
- Decking shall be quality composite deck material of light color, equal to or exceeding material manufactured by CertainTeed or Trex Products.
- The shoreline vegetation must be undisturbed to the maximum extent possible. Any disturbance to shoreline vegetation shall be pre-approved by the Ports Manager or his designee.
- All existing wood piles that are removed must be disposed of properly at the Contractor's expense along with any other construction debris.
- All construction must be from land based equipment.
- Turbidity controls must be utilized and properly maintained during the entire project, until all turbidity subsides.

- Contractor shall review and comply with all permit conditions of DEP, ACOE and City of Marathon permits already obtained by the City.
- All attaching hardware and fasteners is to be stainless steel (grade 316).
- Stormwater swale is to have a one foot added depth and the placement of topsoil of one foot in order to sustain required vegetation which will be planted under a separate contract.
- A pre-construction meeting is required. The City and Contractor shall establish a sequence of construction prior to any work.



**PROJECT LOCATION**  
 USCGS MARATHON QUAD.  
 SCALE 1:24,000  
 PART OF GOVT. LOT 3  
 SEC. 10, TWP. 66, RGE. 32  
 LAT.: 24°42'36" LONG.: 81°05'30"



BOOT KEY HARBOUR

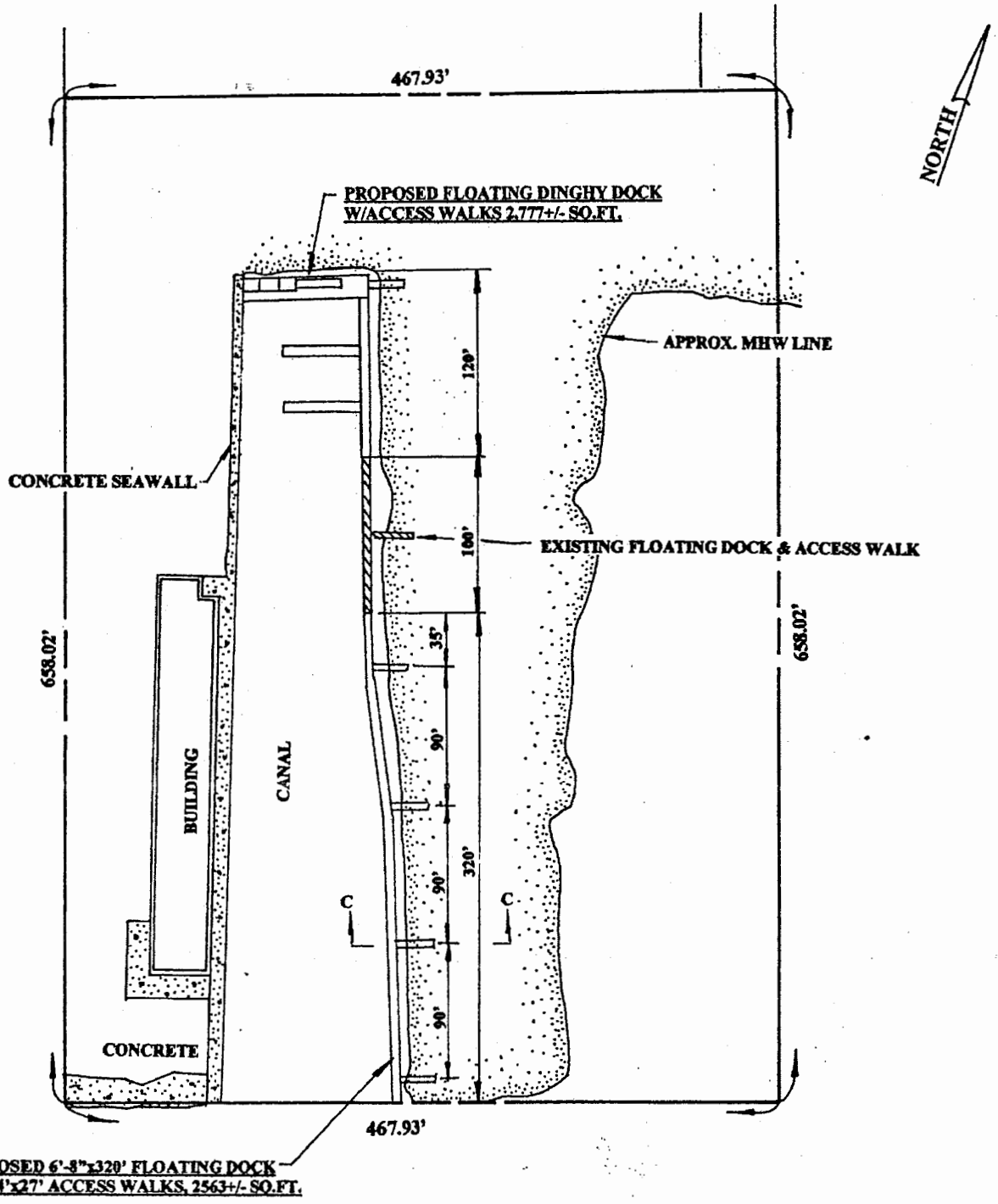
**APPLICANT:**  
 CITY OF MARATHON

**PROJECT:**  
 FLOATING DOCKING FACILITY

**LOCATION & VICINITY'**

SHEET 1 OF 6  
 SCALE AS SHOWN

GLEN BOE & ASSOCIATES, INC. #4061  
 5800 OVERSEAS HIGHWAY, SUITE 4  
 MARATHON, FL 33050  
 SEAN KIRWAN, PE #57506  
 TEL: (305) 743-9121 FAX: (305) 743-9197



REVISED: 03-15-05

BOOT KEY HARBOR

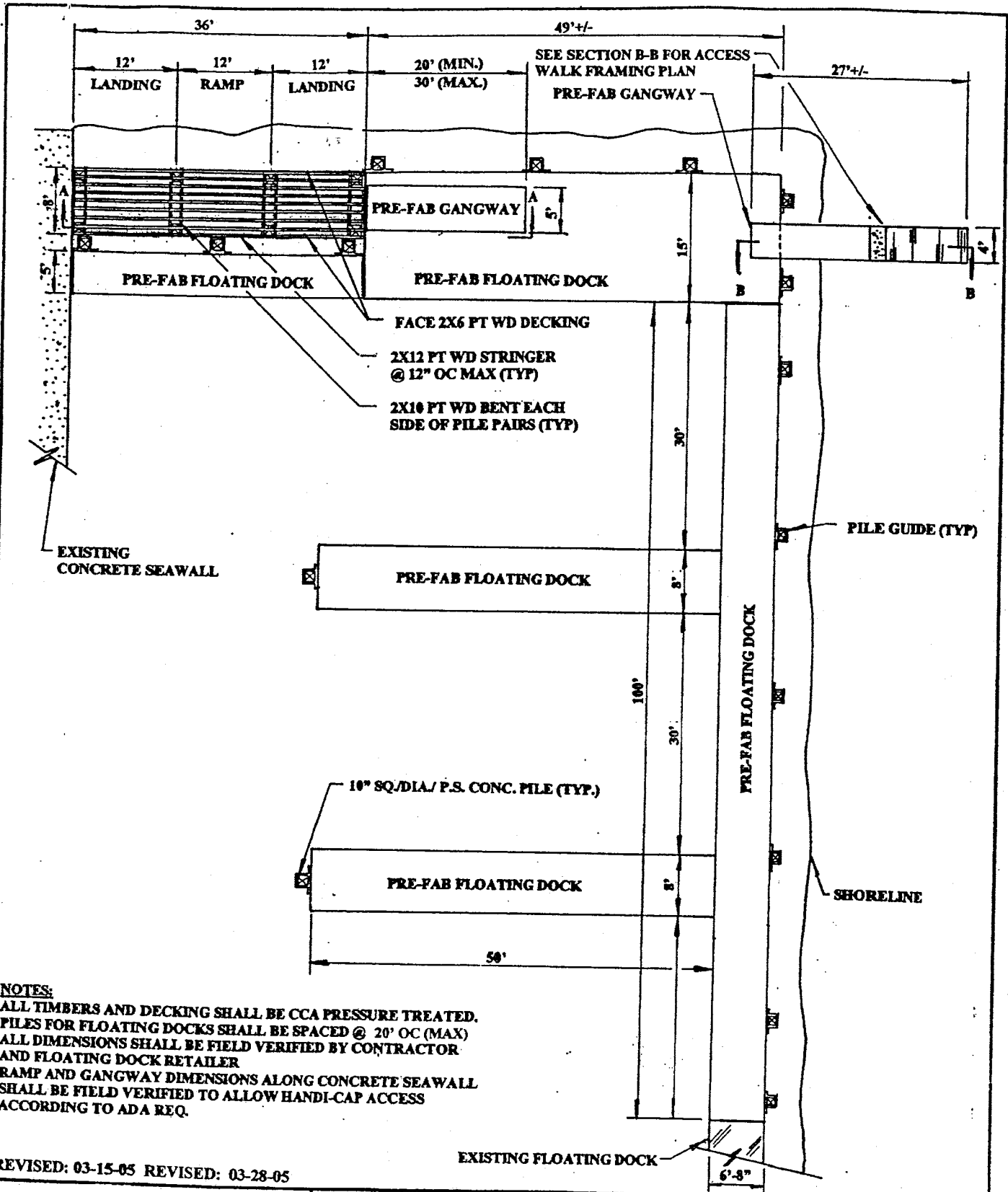
**APPLICANT:**  
CITY OF MARATHON

**PROJECT:**  
FLOATING DOCKING FACILITY

**SITE PLAN**  
SHEET 2 OF 6  
SCALE: 1" = 100'  
SCALE IN FEET  
0 100



GLEN BOE & ASSOCIATES, INC. #4061  
5800 OVERSEAS HIGHWAY, SUITE 4  
MARATHON, FL 33050  
SEAN KIRWAN, PE #57506  
TEL: (305) 743-9121 FAX: (305) 743-9197



**NOTES:**  
 ALL TIMBERS AND DECKING SHALL BE CCA PRESSURE TREATED.  
 PILES FOR FLOATING DOCKS SHALL BE SPACED @ 20' OC (MAX)  
 ALL DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTOR  
 AND FLOATING DOCK RETAILER  
 RAMP AND GANGWAY DIMENSIONS ALONG CONCRETE SEAWALL  
 SHALL BE FIELD VERIFIED TO ALLOW HANDI-CAP ACCESS  
 ACCORDING TO ADA REQ.

REVISED: 03-15-05 REVISED: 03-28-05

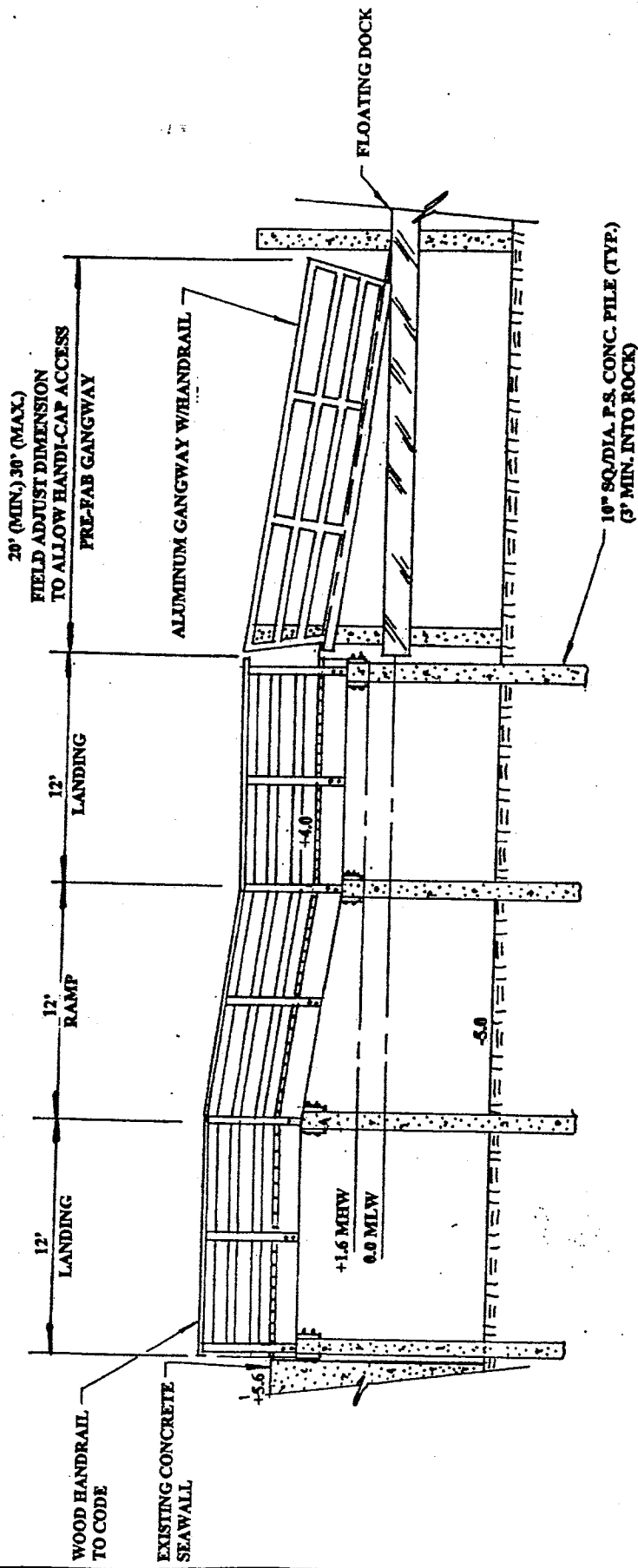
**APPLICANT:**  
 CITY OF MARATHON

**PROJECT:**  
 FLOATING DOCKING FACILITY

**DINGHY DOCK PLAN VIEW**  
 SHEET 3 OF 6  
 SCALE: 1/16" = 1'-0"  
 SCALE IN FEET

GLEN BOE & ASSOCIATES, INC. #4061  
 5800 OVERSEAS HIGHWAY, SUITE 4  
 MARATHON, FL 33050  
 SEAN KIRWAN, PE #57506  
 TEL: (305) 743-9121 FAX: (305) 743-9197





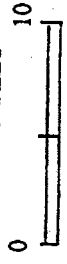
REVISED: 03-15-05 REVISED: 03-28-05

APPLICANT:  
CITY OF MARATHON

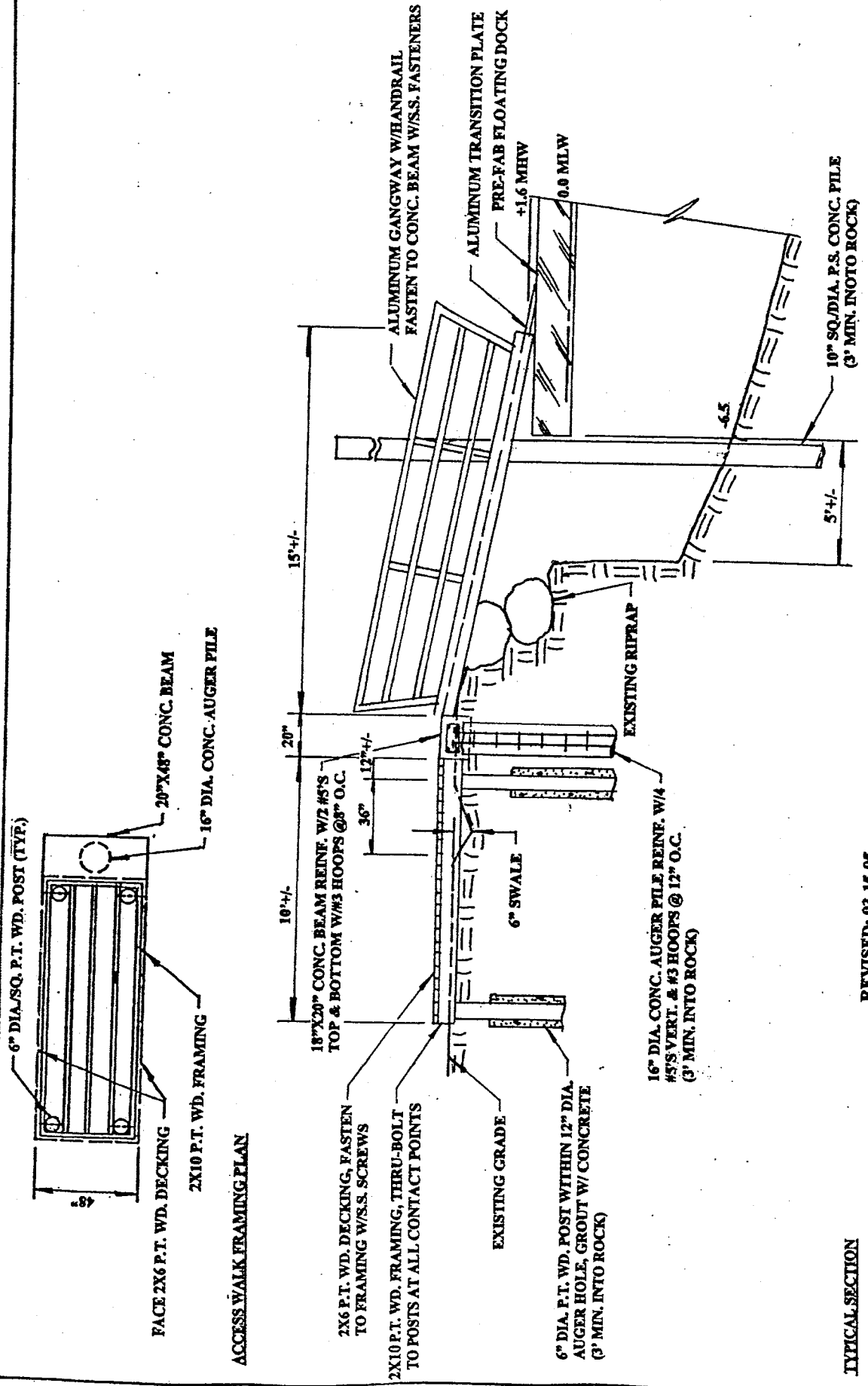
PROJECT:  
FLOATING DOCKING FACILITY

SECTION A-A  
SHEET 4 OF 6

SCALE: 1/8" = 1'-0"  
SCALE IN FEET



GLEN BOE & ASSOCIATES, INC. #4061  
5800 OVERSEAS HIGHWAY, SUITE 4  
MARATHON, FL 33050  
SEAN KIRWAN, PE #57506  
TEL: (305) 743-9121 FAX: (305) 743-9197



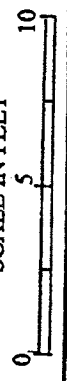
TYPICAL SECTION

REVISED: 03-15-05

APPLICANT:  
CITY OF MARATHON

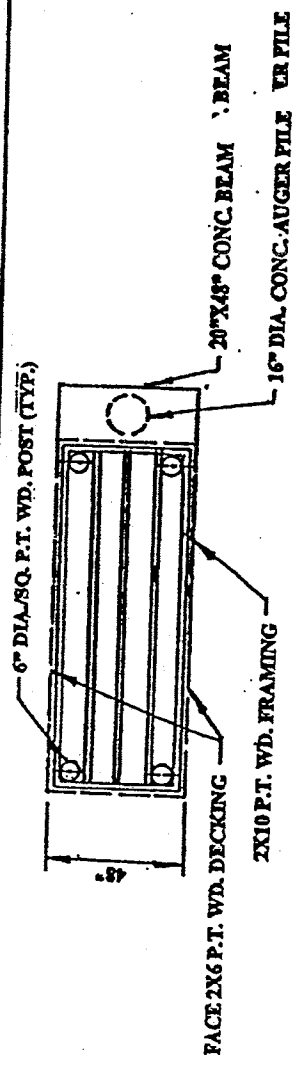
PROJECT:  
FLOATING DOCKING FACILITY

SECTION B-B  
SHEET 5 OF 6  
SCALE: 3/16" = 1'-0"  
SCALE IN FEET

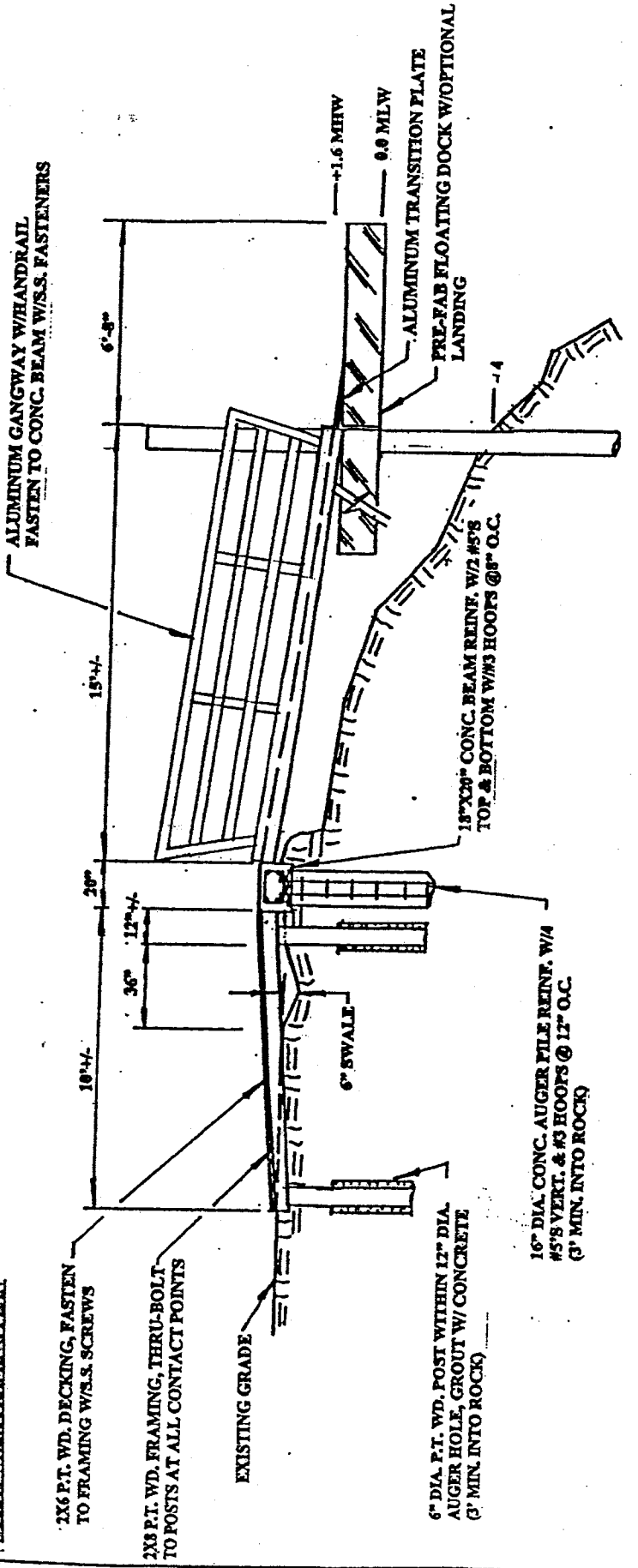


GLEN BOE & ASSOCIATES, INC. #4061  
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MARATHON, FL 33050  
SEAN KIRWAN, PE #57506  
TEL: (305) 743-9121 FAX: (305) 743-9197

ALL STEEL SHALL BE ASTM GRADE 60 (MIN.) WITHIN 5,000 P.S.I. CONCRETE FRAMING, POSTS AND DECKING SHALL BE CCA PRESSURE TREATED



ACCESS WALK FRAMING PLAN



TYPICAL SECTION

10" SQ/DIA. P.S. CONC. PILE  
3' MIN. INTO ROCK

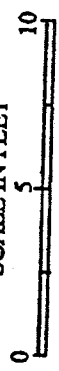
REVISED: 03-15-05

APPLICANT:  
CITY OF MARATHON

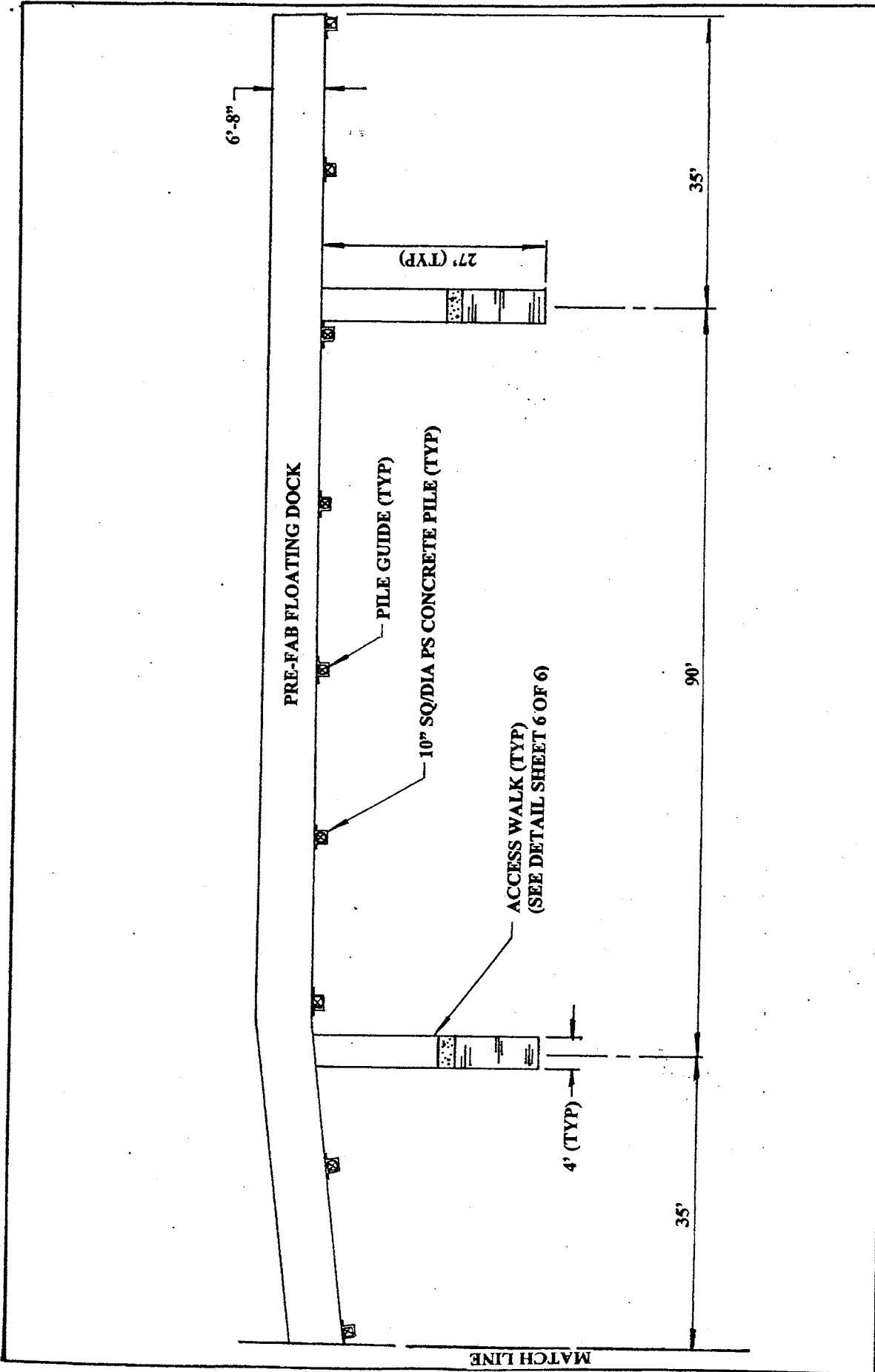
PROJECT:  
FLOATING DOCKING FACILITY

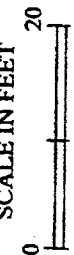
SECTION C-C  
SHEET 6 OF 6

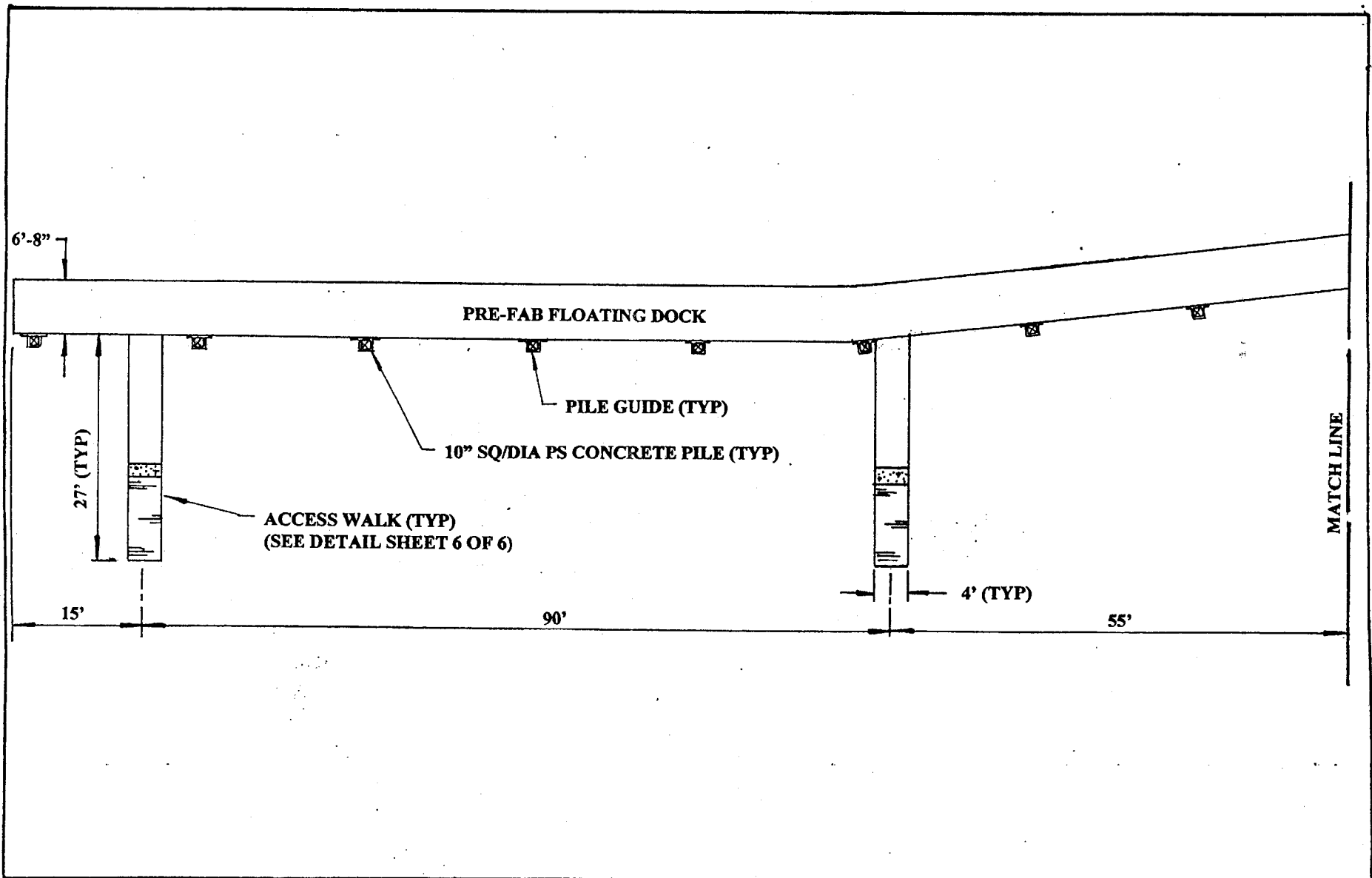
SCALE: 3/16" = 1'-0"  
SCALE IN FEET



GLEN BOE & ASSOCIATES, INC. #4061  
5800 OVERSEAS HIGHWAY, SUITE 4  
MARATHON, FL 33050  
SEAN KIRWAN, PE #57506  
TEL: (305) 743-9121 FAX: (305) 743-9197



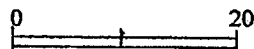
<p><b>APPLICANT:</b> CITY OF MARATHON</p> <p><b>PROJECT:</b> FLOATING DOCKING FACILITY</p>	<p><b>FLOATING DOCK PLAN VIEW</b> ADDENDUM A</p> <p>SCALE: 1/16" = 1'-0" SCALE IN FEET</p> 	<p>GLEN BOE &amp; ASSOCIATES, INC. #4061 5800 OVERSEAS HIGHWAY, SUITE 4 MARATHON, FL 33050 SEAN KIRWAN, PE #57506 TEL: (305) 743-9121 FAX: (305) 743-9197</p>
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**APPLICANT:**  
CITY OF MARATHON

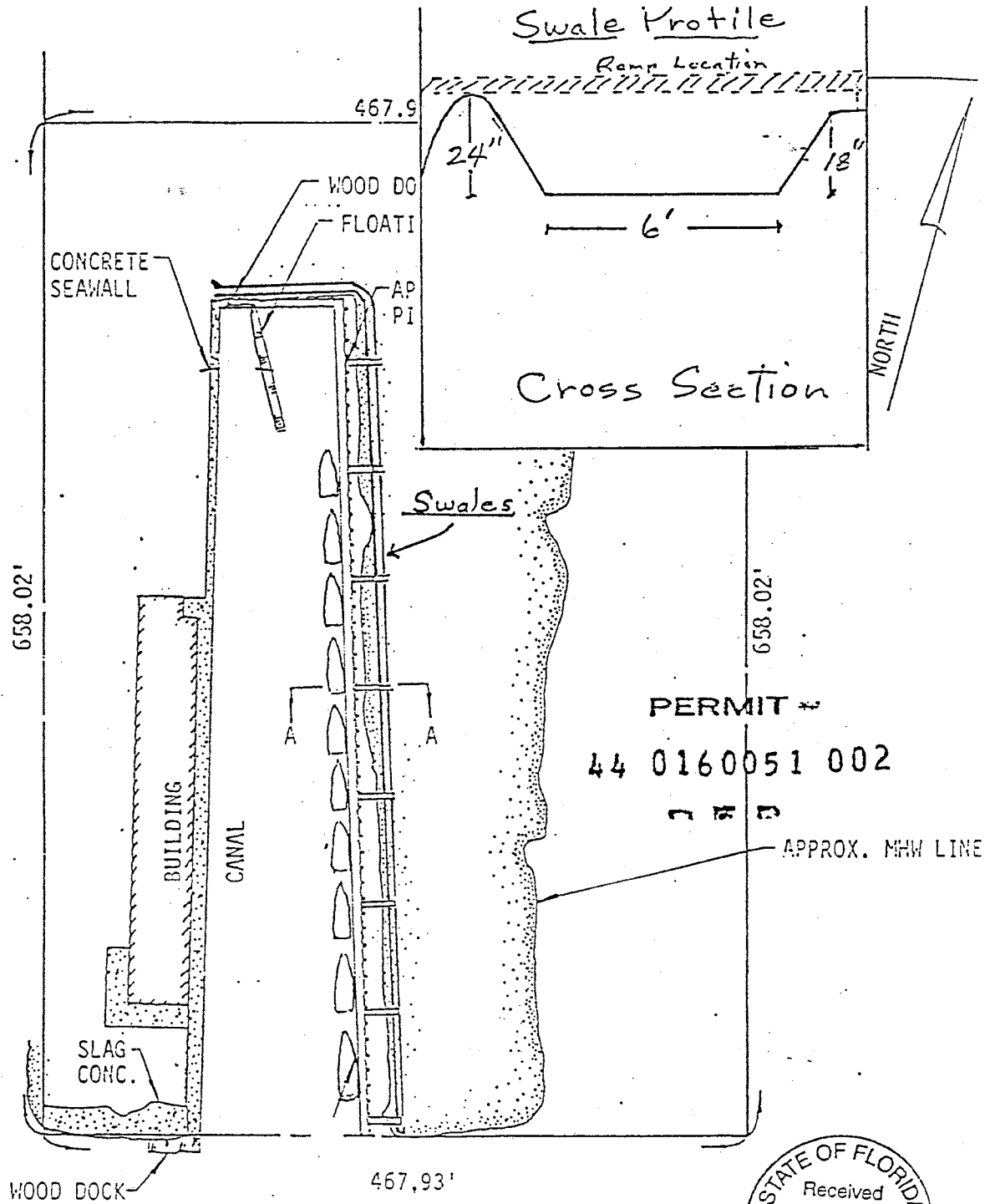
**PROJECT:**  
FLOATING DOCKING FACILITY

**FLOATING DOCK PLAN VIEW**  
ADDENDUM B  
SCALE: 1/16" = 1'-0"  
SCALE IN FEET



GLEN BOE & ASSOCIATES, INC. #4061  
5800 OVERSEAS HIGHWAY, SUITE 4  
MARATHON, FL 33050  
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**ATTACHMENT B**  
**for swale illustration only**

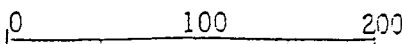


REVISED: 04-11-01

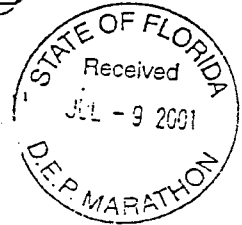
BOOT KEY HARBOR

MARATHON COMMUNITY PARK  
MARATHON, FL.  
FLOATING DOCK FACILITY

SITE PLAN  
 SHEET 5A OF 5  
 SCALE: 1" = 100'  
 SCALE IN FEET



ENGINEER:  
 GLEN BOE & ASSOCIATES, INC.  
 6307 OVERSEAS HIGHWAY  
 MARATHON, FL 33930  
 (305) 743-9121 FAX 743-9197



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/08/2005

PRODUCER (305)247-5121 FAX (305)248-8543  
T.R. Jones & Company  
1780 North Krome Avenue  
Homestead, FL 33030  
Donna Trout

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Marathon Seawalls & Docks  
P.O. Box 504316  
Marathon, FL 33050

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Great American Ins Co	
INSURER B: Commerce & Industry Ins Co	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRP	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	OMH5832428	04/25/2005	04/25/2006	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000				
	MED EXP (Any one person) \$ 5,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 584-34-75	12/22/2004	12/22/2005	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 100,000
					E.L. DISEASE - EA EMPLOYEE \$ 100,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER P&I	OMH5832429HP&I	04/24/2005	04/25/2006	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

## CANCELLATION

City of Marathon  
1004-55 Overseas Highway  
Marathon, FL 33050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Alan Lund/DS *[Signature]*

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s):

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.