

**CITY OF MARATHON, FLORIDA
RESOLUTION 2006-122**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, CITY MANAGER TO ENTER INTO CHANGE ORDER # 1 TO CONTRACT WITH UNIVERSAL BEACH SERVICES, CORP., FOR A TWO YEAR RENEWAL IN THE AMOUNT OF \$71,149 PER YEAR

WHEREAS, Universal Beach Services, Corp., has a contract with the City of Marathon for beach cleaning services expiring Sept. 30, 2006; and

WHEREAS, said contract has a renewable clause for two (2) two (2) year extension; and

WHEREAS, the City has opted for a two (2) year renewal with options for one (1); two (2) year renewals.

WHEREAS, the City has added additional scope of services to contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, that:

Section 1. Council approves city manager entering into renewal contract with Universal Beach Services, Corp., for a two year contract in the amount of \$71,149 per year.

Section 2. Additional scope of services will be added per change order # 1.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 22nd day of August, 2006.

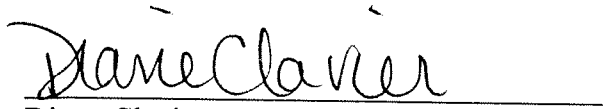
THE CITY OF MARATHON, FLORIDA



Christopher M. Bull, Mayor

AYES: Mearns, Tempest, Pinkus, Bull
NOES: Worthington
ABSENT: None
ABSTAIN: None

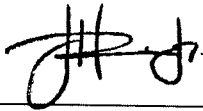
ATTEST:



Diane Clavier
City Clerk

(City Seal)

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



CITY ATTORNEY

CHANGE ORDER NO. 1

TO: **The Contract between the City of Marathon (the "City") and Universal Beach Services, Corp. ("Universal"), dated as of October 31, 2002, as amended as of July 27, 2004 (the "Contract")**

PROJECT: **Beach cleaning services**

DATE: **August 22, 2006**

This Change Order will authorize the following changes to the Contract:

The Scope of Work, as set forth in Section 2.1 of the Agreement, is hereby amended 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 in the Detailed Specifications; including but not limited to:

- 2.1.1 Maintain and clean the entire length of Sombrero and Coco Plum Beaches during the term of this agreement. The cleaning of the beaches to occur a minimum of two days per week, preferably on Mondays and Fridays.**
- 2.1.2 Provide erosion control and beach repair with existing seagrass to stabilize the profiles and enhance the dune system to promote vitality to the dune vegetation and sustain the contour of the beach against wave action.**
- 2.1.3 Pick up, haul and dispose of debris and litter encountered on the beach.**
- 2.1.4 Provide tilling service in the non turtle nesting season. The beaches are to be tilled a minimum of once a year to a minimum depth of 24" from south of the dune line to the mean high water line with sufficient overlapping and crisscrossing as to ensure complete coverage throughout. All debris, rocks, etc. brought to the surface as a result of the tilling are to be removed from the beach.**

This Change Order constitutes full, final, and complete compensation to Universal for all costs, expenses, overhead, and profit, and any damages of every kind that Universal may incur in connection with the above referenced changes in the Beach Restoration or any other effect on any of the Beach Restoration Services under the Contract. Universal and the City acknowledge and agree that (a) the current Guaranteed Maximum Price of \$52,702 under the Contract will be increased by this Change Order in the amount of \$18,447 for a total new Guaranteed Maximum Price of \$71,149, and (b) Universal shall receive a cost of living adjustment in payment equal to the annual percentage increase in the Consumer Price Index for the Marathon area, all categories, or four percent (4%), whichever is less. Such costs of living adjustment shall be applied October 1, 2007. Universal expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Contract shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Contract.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

CITY OF MARATHON

UNIVERSAL BEACH SERVICES CORP.

By: Michael Hauto

By: John F. Peart

Name: MICHAEL H. AUTO

Name: JOHN F. PEART

Title: CITY MANAGER

Title: PRESIDENT