

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2008-69**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING CHANGE ORDER #1 TO WORK AUTHORIZATION #14 TO CONSTRUCT AVENUE K, APPROVED BY RESOLUTION 2006-098, TO THE CONTINUING SERVICES AGREEMENT WITH WEILER ENGINEERING; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon (the “City”) has a Continuing Services Agreement with Weiler Engineering; and

**WHEREAS**, on June 27, 2006, the City Council approved Work Authorization #14 to the Continuing Services Agreement, providing for improvements to Avenue K in the amount of \$35,921.00 (the “Contract”); and

**WHEREAS**, the Contract term was two (2) years and expires on June 27, 2008; and

**WHEREAS**, Avenue K construction was postponed until the Area 6 Sewer treatment project road repaving was underway so that the work on Avenue K could be completed concurrently therewith; and

**WHEREAS**, this change order extends the term of the Contract until the work is actually completed.

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

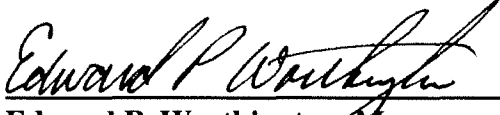
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The City Council hereby authorizes Change Order #1, a copy of which is attached hereto, to Work Authorization #14 to construct Avenue K, approved by Resolution 2006-098, to the Continuing Services Agreement with Weiler Engineering.

**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 29th day of April, 2008.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
Edward P. Worthington, Mayor

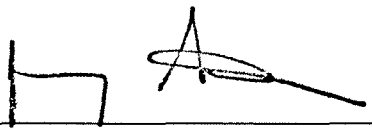
AYES: Bull, Cinque, Tempest, Vasil, Worthington  
NOES: None  
ABSENT: None  
ABSTAIN: None

**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:**

  
\_\_\_\_\_  
Jimmy Morales, City Attorney

**CHANGE ORDER**

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**TO: City of Marathon**

**PROJECT: Avenue K Improvements (Work Authorization No. Fourteen (14))**

**ENGINEER: Weiler Engineering Corporation**

**DATE: April 29, 2008**

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This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to Weiler for all costs, expenses, overhead, and profit, and any damages of every kind that Weiler may incur in connection with the above referenced changes in the Design Work or any other effect on any of the Construction Management Work under this Agreement. Weiler acknowledges and agrees that (a) the Guaranteed Maximum Price of \$35,921 under the Agreement will be unchanged by this Change Order, and (b) the schedule for performance of Design Work will be changed by this Change Order. Weiler 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 Agreement 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 Agreement.

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

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CITY OF MARATHON  
a Florida municipal corporation

By: Michael H. Puto

Name: MICHAEL H. PUTO

Title: CITY MANAGER

WEILER ENGINEERING CORP.

By: R. Jeff Weiler

Name: R. Jeff Weiler

Title: President

## **Exhibit "A"**

### **SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This Project Agreement shall commence on the July 11, 2006, and shall continue in full force and effect until project is completed, unless otherwise terminated pursuant to Section 4 or other applicable provisions of this Project Agreement.