

**CITY OF MARATHON, FLORIDA
RESOLUTION 2010-101**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY OF MARATHON AND LANZO CONSTRUCTION CO. IN THE NOT TO EXCEED AMOUNT OF \$138,760 FOR STORMWATER WORK ON 95th STREET OCEAN, 96th STREET OCEAN AND 105th STREET OCEAN INCLUDING TWO (2) WELL CONTROL STRUCTURES, TWO (2) INJECTION WELLS AND TWO (2) CATCH BASINS KNOWN AS LITTLE VENICE PHASE 1A, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY AND EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the “City”) published a bid document for stormwater work known as Little Venice Phase IA, which closed on July 13, 2010; and

WHEREAS, Lanzo Construction Co. Florida was the low responsive and responsible bidder; and

WHEREAS, the City Council desires to enter into a contract with Lanzo Construction Co. Florida, (the “Contractor”) for stormwater work in the area known as Little Venice Phase IA in an amount not to exceed \$138,760.00 (the “Contract”).

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 Contract between the City and Contractor for stormwater work in Little Venice Phase IA in an amount not to exceed \$138,760.00, a copy of which is attached hereto 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 hereby approved.

Section 3. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

Section 4. This resolution shall take effect immediately upon its adoption

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14th DAY OF SEPTEMBER, 2010.

THE CITY OF MARATHON, FLORIDA



Mayor Ginger Snead

AYES: Cinque, Keating, Ramsay, Worthington, Snead
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:**



City Attorney

Lanzo Construction Co., Florida

125 SE 5th Court
Deerfield Beach, FL 33441

Voice: (954) 979-0802
Fax: (954) 979-9897

LETTER OF TRANSMITTAL

Date:	06.01.10	LCC Job #	F.389
Attn:			
RE:	City of Marathon		
	Little Venice Phase IA		
	Stormwater Project		

TO: Susie Thomas
City of Marathon
9805 Overseas Highway
Marathon FL 33050

We are Sending You: Attached Under Separate Cover Via: _____

Copies	Date	Qty	Description
2 Originals		2	Executed Construction Contracts

These Are Transmitted for the following purposes :

For Approval	<input type="checkbox"/>	Approved as Submitted	<input type="checkbox"/>	Resubmit for Approval	<input type="checkbox"/>
For your use	<input checked="" type="checkbox"/>	Approved as Noted	<input type="checkbox"/>	Submit for Distribution	<input type="checkbox"/>
As Requested	<input type="checkbox"/>	Returned For Corrections	<input type="checkbox"/>	Return Corrected Prints	<input type="checkbox"/>
For Review	<input type="checkbox"/>	Signature	<input type="checkbox"/>		

Remarks: _____

Per your instructions, two original contracts for presentation at the council meeting.

Copy To: F.389

Signed: 
Sharon F. Kuntze

**SECTION 00500
CONSTRUCTION CONTRACT**

THIS CONTRACT (the "Contract") is dated as of the 13th day of September **2010** by and between **THE CITY OF MARATHON** (hereinafter called the "**CITY**") and **LANZO CONSTRUCTION CO. FLORIDA** (hereinafter called **CONTRACTOR**) located at: 125 S.E. 5TH COURT, DEERFIELD BEACH, FL 33441.

CITY and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.1 Project/Work. **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following: the **CITY OF MARATHON LITTLE VENICE 'PHASE IA' STORMWATER PROJECT**. The project consists of constructing and installing storm water lines and improvements in accordance with the construction drawings.

Article 2. CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1. It is understood that the City will designate a representative for the Work. The **CITY'S REPRESENTATIVE** referred to in any of the Contract Documents designated herein is Susie Thomas at City Hall, 9805 Overseas Highway, Marathon Florida 33050.

2.2 The City's **ARCHITECT** referred to in any of the Contract Documents designated herein is N/A.

2.3 The City's **ENGINEER** referred to in any of the Contract Documents designated herein is Edward R. Castle, P.E of The Weiler Engineering Corporation, 6805 Overseas Highway, Marathon, Florida 33050.

Article 3. TERM

3.1 Contract Times. The work shall be substantially completed within **ninety (90)** calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and completed and ready for final payment in accordance with the Contract Documents within **one hundred twenty (120)** calendar days after the date specified in the Notice to Proceed ("Final Completion").

3.2. Term. The term of the Contract shall be from the date of execution through the date of final payment unless terminated earlier pursuant to Document 00700, Article 14, Payments to Contractor and Completion of the General Conditions.

3.3 Survival of Obligations. Any obligations by the Contractor, including but not limited to Document 00700, Article 12, Contractor's General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4. Liquidated Damages. **CITY** and **CONTRACTOR** recognize that time is of the essence in this Contract and that the **CITY** will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The **CONTRACTOR** also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by **CITY** if the Work is not completed on time. Accordingly, instead of requiring any such proof, **CITY** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **CITY One Thousand Five Hundred Dollars (\$1,500.00)** for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Final Completion, if **CONTRACTOR** shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by **CITY**, **CONTRACTOR** shall pay **CITY Two Thousand Dollars (\$2,000.00)** for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

3.5. Should the Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the **CONTRACTOR**, it is understood and agreed that aside from any other liquidated damages, all actual additional costs incurred by the **CITY** for professional services will be the responsibility of the **CONTRACTOR**.

3.6. Monies due to the **CITY** under Sections 3.4 and 3.5 shall be deducted from any monies due the **CONTRACTOR**, or if no money is due or the amount due is insufficient to cover the amount charged, the **CONTRACTOR** shall be liable for said amount.

Article 4. CONTRACT PRICE

4.1 **CITY** shall pay **CONTRACTOR** for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Sections 4.1.1 and 4.1.2 below:

4.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Section 4.1.1.

4.1.2 Unit Price Work (Combined Bid Form)

**CONTRACT 1
LINE WORK**

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>QTY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>Extension</u>
1	18-inch Perforated HDPE Trench Drain, complete, in place	213	LF	120.00	\$ 25,560.00
2	18-inch HDPE Tees, complete, in place.	1	Each	800.00	\$ 800.00
3	18-inch HDPE perforated end caps, complete, in place	1	Each	300.00	\$ 300.00
4	Well Control Structure, complete, in place	2	Each	14,800.00	\$ 29,600.00
5	10-inch injection well, complete, in place.	2	Each	29,500.00	\$ 59,000.00
6	Catch Basins	2	Each	5,500.00	\$ 11,000.00
GENERAL					
	Bonds, Insurance, taxes, etc.	-----	LS	-----	\$ 6,000.00
	Mobilization	-----	LS	-----	\$ 6,500.00
TOTAL BASE BID CONTRACT 1					\$ 138,760.00

CONTRACT 1

\$ 138,760.00

Written Bid Amount (in Words):

\$ One hundred thirty eight thousand seven hundred sixty (Dollars) No (cents)

Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

4.2. The **CONTRACTOR** agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

Article 5. PAYMENT PROCEDURES

5.1 **CONTRACTOR** shall submit Applications for Payment in accordance with the General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by **CITY** as provided in the General Conditions.

5.2 **Progress Payments, Retainage.** **CITY** shall make progress payments, deducting the amount from the Contract Price above, on the basis of **CONTRACTOR'S** Applications for Payment as recommended by the **CITY'S REPRESENTATIVE**, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

5.2.1 No progress payment shall be made until the **CONTRACTOR** delivers to the City complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the **CITY**, and an affidavit that so far as the **CONTRACTOR** has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for work completed to date.

5.3. The **CONTRACTOR** agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by City for each Progress Payment until Final Payment, as defined in the General Conditions, Article 14, Payments to Contractor and Completion.

5.3.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as **CITY'S REPRESENTATIVE** shall determine, or **CITY** may withhold, in accordance with the General Conditions.

5.4. The payment of any Application for Payment by **CITY**, including the Final Request, does not constitute approval or acceptance by **CITY** of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of City's rights hereunder or at law or in equity.

5.5. The Final Application for Payment by **CONTRACTOR** shall not be made until the **CONTRACTOR** delivers to the City complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the **CITY**, and an affidavit that so far as the **CONTRACTOR** has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The **CONTRACTOR** may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to City to defend and indemnify City and any other property owner, person or entity City may be required to indemnify against any lien or claim.

5.6. **Final Payment.** Upon final completion and acceptance of the Work in accordance with the General Conditions, **CITY** shall pay the remainder of the Contract Price and any retainage as recommended by the **CITY'S REPRESENTATIVE**.

Article 6. INSURANCE/INDEMNIFICATION.

6.1. **Insurance.** The **CONTRACTOR** shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the **CITY** against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

6.2. **Indemnification.** The **CONTRACTOR** shall indemnify, defend and hold harmless the **CITY**, their officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents.

Article 7. **CONTRACTOR'S REPRESENTATIONS.**

In order to induce **CITY** to enter into this Contract, **CONTRACTOR** makes the following representations:

7.1. **CONTRACTOR** has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

7.2. **CONTRACTOR** has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. **CONTRACTOR** is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. **CONTRACTOR** has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. **CONTRACTOR** acknowledges that **CITY** does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by **CONTRACTOR** and safety precautions and programs incident thereto. **CONTRACTOR** does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. The **CONTRACTOR** is aware of the general nature of Work to be performed by **CITY** and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. The **CONTRACTOR** has correlated the information known to **CONTRACTOR**, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. The **CONTRACTOR** has given the **CITY'S REPRESENTATIVE** written notice of all conflicts, errors, ambiguities or discrepancies that **CONTRACTOR** has discovered in the Contract Documents and the written resolution thereof by the **CITY'S REPRESENTATIVE** is acceptable to **CONTRACTOR**, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8. The **CONTRACTOR** warrants the following:

7.8.1. **Anti-Discrimination:** The **CONTRACTOR** agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

7.8.2. **Anti-Kickback:** The **CONTRACTOR** warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the **CITY**, **FDEP**, **SFWMD** or **FDOT** has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the City shall have the right to annul

this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.8.3. Licensing and Permits: The **CONTRACTOR** warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

7.8.4. Public Entity Crime Statement: The **CONTRACTOR** warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Document 00100, Section 7.5, of the Instructions to Bidders.

Article 8. CONTRACT DOCUMENTS.

8.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the **CONTRACT** as though physically attached as a part thereof:

- 8.1.1 Change Orders.
- 8.1.2 Field Orders.
- 8.1.3 Contract for Construction.
- 8.1.4 Exhibits to this Contract.
- 8.1.5 Supplementary Conditions.
- 8.1.6 General Conditions.
- 8.1.7 The Department of Environmental Protection permit and the South Florida Water Management District permit for the Project
- 8.1.8 Specifications bearing the title: Marathon Little Venice Phase IA Storm water Improvements
- 8.1.9. Drawings consisting of a cover sheet and sheets numbered STG1, STG2, STD1, STD2, STD3, STD4, STD5, STD6, STD7, SW1, SW2 inclusive with each sheet bearing the following general title: MARATHON LITTLE VENICE PHASE 1A STORM WATER Improvements.
- 8.1.10. Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.
- 8.1.11. Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
- 8.1.12. The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.1.13. There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.
- 8.1.14. The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other Projects without the City's prior written authorization.

8.1.15. The General Conditions discuss the bond and surety requirements of the CITY. This Contract does [XX] does not [] require bonds. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders also apply to this Contract.

9.2. Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Severability: Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

9.5. Remedies: If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply.

9.6. Access to Public Records: The 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 five (5) years from the date of Final Payment or Termination of this Contract.

9.7. Inspection and Audit: During the term of this Contract and for five (5) 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 an 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.

9.8. 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.

9.9. Notices: Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR:

Lanzo Construction Co., Florida
125 S.E. 5th Court
Deerfield Beach, FL 33441
Attn: Kevin Pawlowski

FOR CITY:

City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
ATTN:Roger Hernstadt, City Manager

WITH COPY TO:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 W. Flagler Street, Suite 2200
Miami, Florida 33130
ATTN: City Attorney

9.10. Waiver Of Jury Trial And Venue: The **CITY** and **CONTRACTOR** knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be in the Middle Keys Division, Monroe County, Florida.

9.11. Attorneys' Fees: If either the **CITY** or **CONTRACTOR** is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

9.12. Amendments: This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF MARATHON, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the 14th day of September, 2010, and by Lanzo Construction Co. Florida (**Contractor**), signing by and through its **President**, duly authorized to execute same.

CITY

ATTEST

Diane Clavick
City Clerk

CITY OF MARATHON, FLORIDA

Ginger Snead
Ginger Snead, Mayor

13th day of September, 2010.

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE CITY OF MARATHON ONLY:

By: _____
City Attorney



CONTRACTOR

WITNESS

By: _____
Lanzo Construction Co. Florida

Lanzo Construction Co. Florida

125 SE 5th Court

Deerfield Beach FL

By _____
(President or Vice President)

(Corporate Seal)

Giuseppe D'Alessandro, President

(Type Name/Title signed above)

13th day of September, 2010.

(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.*

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, John McCullen, certify that I am of the Assistant Secretary, and that Kevin Pawlowski, who signed the Bid with the City of Marathon, Monroe County, Florida for Lanzo Construction Co. Florida, is Assistant Secretary of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this 13th day of September, 2010.

(SEAL) 

Signature

Assistant Secretary
Typed w/Title

STATE OF FLORIDA
COUNTY OF ~~MONROE~~ BROWARD

SWORN TO AND SUBSCRIBED before me this 13 day of September, 2010.

My Commission Expires: 8/1/12


Notary Public



CHANGE ORDER NO. _____

TO: City of Marathon

PROJECT: City of Marathon Little Venice Phase IA Stormwater Improvements Project

CONTRACTOR: DATE: _____

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 the Contractor for all costs, expenses, overhead, and profit, and any damages of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under this Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$_____ under the Agreement will be [unchanged] [changed] by this Change Order, and (b) the schedule for performance of Work will be [unchanged] [changed] by this Change Order. Contractor 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.

THE CITY OF MARATHON
a Florida municipal corporation

CONTRACTOR

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

END OF SECTION

CHANGE ORDER NO. 1

TO: City of Marathon

PROJECT: City of Marathon Little Venice Phase 1A

ENGINEER: Weiler Engineering Corporation

CONTRACTOR: Lanzo Construction

DATE: January 4, 2011

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 the Contractor for all costs, expenses, overhead, and profit, and any damages of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under this Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$ 138,760.00 under the Agreement will be changed by this Change Order, and (b) the schedule for performance of Work will be changed by this Change Order. Contractor 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.

THE CITY OF MARATHON
a Florida municipal corporation

CONTRACTOR

By: [Signature]
Name: Roger T. Hermsstadt
Title: City Manager

By: [Signature]
Name: Bob Lantz
Title: Asst. Sec.
LANZO CONSTRUCTION

END OF SECTION

CHANGE ORDER SUMMARY

Change Order No. 1
Project Title Little Venice Phase 1A
Bid No. N/A
Owner: City of Marathon
Contractor: Lanzo Construction
Agreement Date: October 25, 2010

This Change Order is necessary to cover changes in the work to be performed under this Agreement. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS apply to and govern all work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

(1)	Original Contract Price	<u>\$ 138,760.00</u>
(2)	Current Contract Price (Adjusted by Previous Change Orders)	<u>\$ 138,760.00</u>
(3)	Total Proposed Change in Contract Price	<u>\$ -1,560.00</u>
(4)	New Contract Price (Item 2 + Item 3)	<u>\$ 137,200.00</u>
(5)	Original Contract Time (Substantial)	<u>100 Days</u>
(6)	Original Contract Time (Final)	<u>130 Days</u>
	<u>Adjustments by Previous Change Orders:</u>	
(7)	Substantial Completion	<u>0 Days</u>
(8)	Final Completion	<u>0 Days</u>
(9)	Total Proposed Change in Contract Time	<u>N/A</u>
(10)	New Substantial Contract Time (Item 7 + Item 9)	<u>N/A</u>
(11)	New Final Contract Time (Item 8 + Item 9)	<u>N/A</u>
(12)	Original Contract Substantial Completion Date	<u>Jan 22, 2011</u>
(13)	Original Contract Final Completion Date	<u>Feb 21, 2011</u>
(14)	New Contract Substantial Completion Date	<u>N/A</u>
(15)	New Contract Final Completion Date	<u>N/A</u>

EXHIBIT "A"

CHANGES ORDERED

Contract Quantity Balancing Change

Description of Change: Balancing change between original contract quantities and final installed quantities. (See attached Table 1 for details).

Reason for Change: At the end of the project, one Contract item quantity was less than the original bid quantities used to determine the Contract Price. This change will reconcile the original quantities versus the actual installed quantities and adjust the final Contract Price. See the Balancing Changes spreadsheet below for details.

Scope of Work: N/A

Change in Contract Price: **-\$1,560.00 (Deductive)**

Change in Contract Time: **0 Days**

LITTLE VENICE PHASE 1A CHANGE ORDER HISTORY			
No.	Description	Change in Contract Price	Change in Contract Time
1	Add Davis Bacon Wage Table	N/A	0 Days
2	Reduction in Contract Price	- \$1,560	0 Days
TOTAL		-\$1,560.00	0 Days

**BALANCING CHANGES
LITTLE VENICE PHASE 1A STORMWATER CONTRACT**

ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL QUANTITY	INSTALLED QUANTITY	ORIGINAL TOTAL AMOUNT	INSTALLED TOTAL AMOUNT	NET CHANGE IN PRICE
1	18" Perf HDPE Pipe in Type A Trench	LF	\$120.00	213.00	200.00	\$25,560.00	\$24,000.00	-\$1,560.00
2	18" HDPE Tees	EA	\$800.00	1.00	1.00	\$800.00	\$800.00	\$0.00
4	18" HDPE Perf End Caps, Complete, in place	EA	\$300.00	1.00	1.00	\$300.00	\$300.00	\$0.00
5	Well Control Structure	EA	\$14,800.00	2.00	2.00	\$29,600.00	\$29,600.00	\$0.00
6	8" Injection Well, complete, in place	EA	\$29,500.00	2.00	2.00	\$59,000.00	\$59,000.00	\$0.00
9	Nyloplast Inlet Structure	EA	\$5,500.00	2.00	2.00	\$11,000.00	\$11,000.00	\$0.00
11	Bonds, Insurance, Taxes, etc.	LS	\$6,000.00	1.00	1.00	\$6,000.00	\$6,000.00	\$0.00
12	Mobilization	LS	\$6,500.00	1.00	1.00	\$6,500.00	\$6,500.00	\$0.00
TOTALS						\$138,760.00	\$137,200.00	-\$1,560.00

Table 1 – Bid Quantity vs. Final Quantity Balancing Changes

EXHIBIT "B"

CHANGES ORDERED

Addition of Language to Contract

Description of Change:	Additional contract language needs to be added to comply with FDOT LAP Agreements requirements
Reason for Change:	This change order corrects omissions of Federal requirements that was previously excluded from the Contract and incorporates into the Contract <i>Wage Rate Table FL299</i> dated March 12, 2010 and other provision listed below. There is no change to the contract price or time by adding these amendments.
Scope of Work:	N/A
Change in Contract Price:	N/A
Change in Contract Time:	0 Days

In addition, the Florida Department of Transportation requested that the following contract provisions be incorporated into the contract.

Title VI – Civil Rights Act of 1964

The City of Marathon and all contractors and subcontractors associated with the execution of this project will comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 and the regulations of the U.S. Department of Transportation issued thereunder. All contracts and subcontracts associated with this project will ensure compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and related statutes and regulations.

Executive Order (EO) Number 11246, Equal Employment Opportunity

EO Number 11246 bans discrimination and requires contractors and subcontractors to take affirmative action to ensure that all individuals have an equal opportunity for employment, without regard to race, color, religion, sex, national origin, disability or status as a Vietnam era or special disabled veteran. This project will comply with EO 11246 and all contracts and subcontracts will reference EO 11246.

Payroll Submittal With Employee Information

Payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5 (a) (3) (i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individual identifying number for each employee (e.g. 'last four digits of social')

Finally, the applicable U.S. Department of Labor Wage Rates Table was updated from FL 35 to FL 299 on 10/09/09 just prior to the close of the bid. The Florida Department of Transportation has requested that the new applicable Wage Rate Table, listed in Exhibit B, be included in the Contract.

Davis Bacon Wage Table

General Decision Number: FL080299 10/09/2009 FL299

State: Florida

Construction Type: Highway

Counties: Glades, Hardee, Hendry and Monroe Counties in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date
0 10/09/2009

SUFL2009-196 08/05/2009

	Rates	Fringes
CARPENTER, Including Formwork	\$11.97	\$0.00
CEMENT MASON/CONCRETE FINISHER...	\$10.05	\$0.00
LABORER: Asphalt Raker.....	\$9.75	\$2.19
LABORER: Common or General	\$9.94	\$0.00
LABORER: Flagger.....	\$9.43	\$0.00
LABORER: Pipelayer.....	\$8.33	\$0.00
OPERATOR: Backhoe/Excavator.....	\$10.42	\$0.00
OPERATOR: Bulldozer.....	\$11.69	\$0.00
OPERATOR: Distributor.....	\$10.38	\$0.00
OPERATOR: Grader/Blade.....	\$13.78	\$0.00
OPERATOR: Loader.....	\$10.33	\$0.00
OPERATOR: Milling Machine.....	\$ 10.08	\$0.00
OPERATOR: Oiler.....	\$9.58	\$0.00
OPERATOR: Paver.....	\$11.59	\$2.10
OPERATOR: Roller.....	\$10.23	\$0.00

OPERATOR: Screed.....	\$ 11.70	\$0.00
OPERATOR: Tractor.....	\$8.15	\$0.00
TRUCK DRIVER: 4 Axle Truck.....	\$11.18	\$1.60
TRUCK DRIVER: Lowboy Truck.....	\$11.86	\$0.00
TRUCK DRIVER: Dump Truck.....	\$17.00	\$0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION