

**CITY OF MARATHON, FLORIDA
RESOLUTION 2011-02**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE ASSIGNMENT AND ASSUMPTION OF CHANGE ORDER BY AND BETWEEN THE CITY OF MARATHON AND LANZO CONSTRUCTION COMPANY TO CONSTRUCT THE SERVICE AREA 7 WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$2,327,662; AUTHORIZING THE CITY MANAGER TO SIGN THE ASSIGNMENT OF CONTRACT ON BEHALF OF THE CITY AND TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the “City”) previously entered into a contract with Intrastate Construction Corporation (“Intrastate”) for construction of the Service Area 3 wastewater treatment plant (the “Project”); and

WHEREAS, during the course of construction of the Project, the City and Intrastate entered into a change order in the amount of \$2,984,487.00 for the construction of the Service Area 7 wastewater treatment plant (the “Area 7 Change Order”);

WHEREAS, Hartford Casualty Insurance Company’s (“Hartford”) attorney-in-fact agreed, in writing, to the extension of the bond for the Project to cover the Area 7 Change Order; and

WHEREAS, Hartford disputes that the bond covers the Area 7 Change Order; and has filed a Complaint for Declaratory Judgment in a lawsuit styled *Hartford Cas. Ins. Co. v. City of Marathon*, Case No. 10-10077-CIV-KING, in the United States District Court for the Southern District of Florida; and

WHEREAS, as a result of the actions of Hartford and Intrastate, construction of the Service Area 7 wastewater treatment plant has come to a halt; and

WHEREAS, the City has reached an agreement with Lanzo Construction Company (“Lanzo”) to accept assignment of the Service Area 7 Change Order for the current balance of funds the City has available to complete construction of the Service Area 7 wastewater treatment plant.

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 Assignment of Service Area 7 Change Order to Lanzo attached hereto as “Exhibit A,” is hereby approved. The City Manager is authorized to execute the Assignment of Service Area 7 Change Order on behalf of the City, and to expend budgeted funds.

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 11th DAY OF JANUARY, 2011.

THE CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

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

**SECTION 00500
CONSTRUCTION CONTRACT**

THIS CONTRACT (the "Contract") is dated as of the 14th day of April **2009** by and between **THE CITY OF MARATHON** (hereinafter called the "**CITY**") and **INTRASTATE CONSTRUCTION CORP** (hereinafter called **CONTRACTOR**) located at: 8488 State Road 84, Davie, FL 33324.

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 SERVICE AREA 3 WASTEWATER TREATMENT FACILITY**. The project consists of constructing tanks, buildings, and installing wastewater treatment and pumping facilities, complete, in place, all in accordance with the construction drawings and technical specifications.

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, 5800 Overseas Highway, Suite 36, Marathon, Florida 33050.

Article 3. TERM

3.1 Contract Times. The Contract #1 work shall be substantially completed within **Three Hundred (300)** 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 **Three Hundred Sixty (360)** 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)

TWO MILLION SIXTY-ONE THOUSAND DOLLARS

\$2,061,000

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.

5.3. 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 Service Area 3 Wastewater Treatment Facility
- 8.1.9. Drawings consisting of a cover sheet and sheets numbered G2 through PR6 inclusive with each sheet bearing the following general title: Marathon Service Area 3 Wastewater Treatment Facility
- 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 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:

Intrastate Construction Corp.
8488 State Road 84
Davie, FL 33324
Attn: Lisa Bisogno

FOR CITY:

City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
ATTN: Clyde Burnett, 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 April, 2009, and by INTRASTATE CONSTRUCTION CORP (**Contractor**), signing by and through its **President**, duly authorized to execute same.

CITY

ATTEST

Diane Clavier
City Clerk

27 day of May, 2009

CITY OF MARATHON, FLORIDA

[Signature]
Mayor

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

By: [Signature]
City Attorney

CONTRACTOR

WITNESS

By: [Signature]

INSTRATE CONSTRUCTION CORP

By: [Signature]
President

(Corporate Seal)

Lisa Bisogno

(Type Name/Title signed above)


9 day of April, 2009.

() 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, Peter Bisogno, certify that I am of the secretary, and that Lisa Bisogno, who signed the Bid with the City of Marathon, Monroe County, Florida for Intrastak Const. is President of said Corporation with full authority to sign said Bid on behalf of the Corporation.

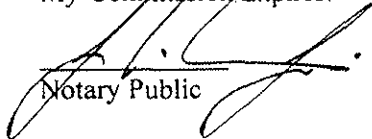
Signed and sealed this 9 day of April, 2009

(SEAL) 
Signature
Peter Bisogno
Typed w/Title

STATE OF FLORIDA
COUNTY OF ~~MONROE~~ BROWARD

SWORN TO AND SUBSCRIBED before me this 9TH day of APRIL, 2009

My Commission Expires:


Notary Public



Joe H. Brown, Jr.
Commission # DD450493
Expires July 14, 2009
London Troy Fair - Insurance, Inc. 306-325-7819

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, Lisa Bisogno, certify that I am the President of Intrastate Construction Corp, who signed the Bid with the City of Marathon, Monroe County, Florida, for the project titled _____, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

Lisa Bisogno / Lisa Bisogno, President
(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

Signed and sealed this _____ day of _____, 2009.

(SEAL) _____
Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 9TH day of APRIL, 2009

My Commission Expires:

[Signature]
Notary Public



Joe H. Brown, Jr.
Commission # DD450499
Expires July 14, 2009
Bonded Troy Fan - Insurance, Inc 800-365-7019

CHANGE ORDER NO. _____

TO: City of Marathon

PROJECT: City of Marathon Service Area 3 Wastewater Treatment Facility

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

SECTION 00300
BID FORM

BID FROM:
Company: Intrastate Construction Corp
Address: 8488 State Road 84
Davie, FL 33324
Phone/ Fax: 954-472-1377 / 954-472-1744

to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of: wastewater treatment facilities and improvements and other associated infrastructure, known as "MARATHON SERVICE AREA 3 WASTEWATER TREATMENT FACILITY", in the CITY OF MARATHON, Florida.

To: **CITY OF MARATHON**
ATTN: CITY CLERK
9805 Overseas Highway
Marathon, Florida 33050

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY in substantially the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CITY.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>2/3/09</u>
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all documents as applicable: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of

physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Bidding Documents, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Bidding Documents.

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - H. Bidder has given City's Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CITY.

5.01 Bid Schedule

The Bidder hereby agrees to perform all work as required by the Contract Documents for the following Total Prices. All work required to be performed by the Contract Documents is to be included within the following Pay Items, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative to construction of the project. The Owner may directly purchase the items listed in Schedule B, rows I-1 through I-8. The Contract Price will be equal to the Construction Base Bid shown in Schedule A. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed.

Bid Schedule City of Marathon Service Area 3 Wastewater Treatment Facility	
Schedule I - Lump Sum Bid Items	
DESCRIPTION	For furnishing all materials, labor, equipment, supervision, and all necessary appurtenances to construct and place into satisfactory operation as shown generally on the Contract Drawings and called for in these Specifications, including equipment specified in the attached bid schedule, and specified in contract "Marathon Service Area 3 Wastewater Treatment Facility"
TOTAL BASE BID (Schedule A plus Schedule B)	<i>Four million & 4 hundred nine thousand dollars even</i> (words)
	\$ <u>4,609,000.00</u> (figures)
(Amounts are to be shown in both words and figures, in case of discrepancy, the amount shown in words will govern.)	

The Owner will compare bids based on the total of the price shown in Bid Schedule A, Construction Base Bid, and the Total Equipment Base Bid shown in Bid Schedule B, Equipment Base Bid.

Schedule A, Construction Base Bid

Item	Description	Construction Base Bid
1	Furnishing all materials, labor, equipment, supervision, and all necessary appurtenances to construct and place into satisfactory operation the Marathon Service Area 3 Wastewater Treatment Facility as shown generally on the Contract Drawings and called for in the Specifications, less the cost of Owner-Purchased equipment and Contractor's handling fees as listed in Schedule B.	\$ <u>4,378,550</u>
2	Mobilization, Bonds and Insurance	\$ <u>230,450</u>
Total Construction Base Bid		\$ <u>4,609,000.00</u>

Schedule B, Equipment Base Bid

The Bidder must propose to provide the "Basis of Design Item". In addition, the Bidder may propose to provide "Alternate" equipment at the price shown in that column. The "Alternate" must be equal in all respects to the "Basis of Design Item" described in the specifications.

The price of each line item in Bid Schedule B shall be the price contained in a firm offer by the manufacturer or manufacturer-authorized supplier of the equipment described in the line item. The firm offer must be signed by the firm equipment offeror. The firm offer must include a separate provision, separately signed by the firm offeror, that the firm offer will be held open and is not revocable during a period of three months from the date of the firm offer, and providing that the price therein shall be available to the City of Marathon. The terms of the firm offer must be "C.I.F." Owner's premises at Marathon, Florida, and shall not include sales tax or bidder markup of any kind.

The Bidder must include all costs of labor, materials and equipment incidental to the installation of the listed equipment in the Construction Base Bid, Schedule A.

Calculate the "Total Equipment Base Bid" using the lowest of the "Basis of Design" price or the "Alternate" price for each line item described in Row I-1 through I-8.

NOTE THAT ACCEPTANCE OF A BID BY THE OWNER DOES NOT MEAN THAT THE OWNER IS APPROVING AN ALTERNATE. USE OF AN ALTERNATE REQUIRES PRIOR APPROVAL OF OWNER. IF THE OWNER DOES NOT APPROVE AN ALTERNATE, THE OWNER SHALL BE ENTITLED TO REDUCTION IN CONTRACT PRICE EQUAL TO THE DIFFERENCE BETWEEN PRICE OF THE ALTERNATE AND THE BASIS OF DESIGN ITEM ACTUALLY INSTALLED.

BID SCHEDULE B, MAJOR EQUIPMENT BASE BID

Item	Description	Basis of Design Item	Alternate
I-1	Section 11307 & 11308 Pre-assembled Vacuum Station Equipment	\$ <u>311,000⁰⁰</u> Airvac	\$ _____ _____
I-2	Section 11400 SBR Treatment System, Filters, Clearwell & Equipment	\$ <u>2,235,000⁰⁰</u> Siemens	\$ _____ _____
I-3	NOT USED	\$ _____	\$ _____ _____
I-4	NOT USED	\$ _____	\$ _____ _____
I-5	NOT USED	\$ _____	\$ _____ _____
I-6	NOT USED	\$ _____	\$ _____ _____
I-7	NOT USED	\$ _____	\$ _____ _____
I-8	NOT USED	\$ _____	\$ _____ _____
I-9	Contractors Fee for Handling and Coordinating Direct Purchased Equipment Delivery and Related Work	\$ <u>700</u>	N/A
TOTAL EQUIPMENT BASE BID		\$ <u>2,548,000</u>	

- 5.02 Bidder's Information:**
The BIDDER states that he is an experienced CONTRACTOR and has completed similar projects within the last five years. This information has been provided on Document 00301, Contractor's Qualifications Statement.
- 5.03** Not used
- 5.04** Not used
- 6.01** Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the Contract Documents on or before the dates or within the number of calendar days indicated in the Contract. If the Bidder does not agree with the construction time allocated in the Agreement, attach a statement to this Bid Form to indicate the number of days required.
- 6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 7.01** The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond;
 - B. Bid Bond form
 - C. Contractor's Qualifications Statement containing a tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid;
 - D. Signed Trench Safety Act document (if applicable)
 - E. O.S.H.A. Standards Acknowledgement
 - F. Copy of State of Florida General Contractor's License
 - G. Evidence of Insurability
 - H. Addenda

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on 2/12, 2009.

State Contractor License No. CGC052824. (If applicable)

A Partnership

Partnership Name: N/A (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Intrastate Construction Corp (SEAL)
State of Incorporation: Florida
Type (General Business, Professional, Service, Limited Liability): General Business

By: Lisa Bisogno
(Signature ~~attach~~ attach evidence of authority to sign)

Name (typed or printed): Lisa Bisogno

Title: President

Attest: [Signature] (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 8488 State Road 84
Davie, FL 33324

Phone No.: 954-472-1377 FAX No.: 954-472-1744

Date of Qualification to do business is April 4, 1990

End of Section

Consent of Surety

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. 6597706

TO OWNER:
(Name and address)
City of Marathon
9805 Overseas Highway
Marathon, FL 33050

ARCHITECT'S PROJECT NO.:
CONTRACT FOR: Construction

PROJECT:
(Name and address)
City of Marathon Service Area 5 Wastewater and Stormwater Project

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
Safeco Insurance Company of America

(Insert the name and address of Surety)

2800 W. Higgins Road, Suite 1000, Hoffman Estates, IL 60169, SURETY,

on bond of Lanzo Construction Co., Florida

(Insert the name and address of Contractor)

125 Southeast 5th Court, Deerfield Beach, FL 33441, CONTRACTOR,

hereby approves

that prepayment by the Owner to Contractor for the attached list of material stored off site does not relieve the Contractor
nor the Surety of its obligation to furnish and install said equipment per the terms of the City of Marathon Area 5
Wastewater and Stormwater Project.

The Surety agrees that such stored materials to the Contractor shall not relieve the Surety of any of its
obligations to City of Marathon

(Insert the name and address of Owner)

9805 Overseas Highway, Marathon, FL 33050

OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 17, 2009
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):

Safeco Insurance Company of America

(Surety)

Kristyn M. Langbeen, Attorney-in-Fact

PERFORMANCE BOND

BY THIS BOND (the "Bond"), We as Lanzo Construction Co., Florida,
called CONTRACTOR, and Safeco Insurance Company of America,
hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal
corporation, hereinafter called CITY, in the amount of Nineteen Million One Hundred Twenty Six Thousand
Four Hundred Ninety Four and 00/100 (\$19,126,494.00) Dollars

for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal
representatives, executors, administrators, successors and assigns, jointly and severally, with
reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Title: City of Marathon Service Area 5 Wastewater and Stormwater Project

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs said contract in accordance with its terms and conditions; and
2. Pays CITY all losses, damages (direct and consequential including delay and liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by CONTRACTOR under the CONTRACT; and
3. Pays CITY and all other amounts due CITY by CONTRACTOR because of a default by CONTRACTOR under the CONTRACT; and
4. Performs the guarantee of all work and materials furnished under the CONTRACT for the time specified in the CONTRACT;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Contract or with the changes, do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the City. Any suit under this bond must be initiated before the expiration of the limitation period applicable to common law bonds under Florida Statutes.

CITY

CITY OF MARATHON, FLORIDA

By: _____

The ____ day of _____, 20 ____.

AUTHENTICATION:

City Clerk

(SEAL)

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

City Attorney

Section 00610-1

2 of 5

WHEN THE PRINCIPAL IS AN **INDIVIDUAL**:

Signed, sealed and delivered in the presence of:

(Witness)

By: _____
(Individual Principal)

(Witness)

Business Address

WHEN THE PRINCIPAL OPERATES UNDER A **TRADE NAME**:

Signed, sealed and delivered in the presence of:

(Witness)

Business Name and Address

(Witness)

By: _____
Signature of Individual

WHEN A **PARTNERSHIP**:

Signed, sealed and delivered in the presence of:

(Witness)

Name and Address of Partnership

(Witness)

(Partner)

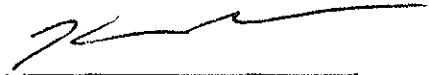
WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Corporate Seal)

Lanzo Construction Co., Florida
(Type Corporate Principal Name)

125 S.E. 5th Court, Deerfield Beach, FL 33441
Business Address


Asst. (Secretary) KEVIN PAWLOWSKI

By: 
Vice President MATTHEW P. TILI

SURETY

ATTEST:

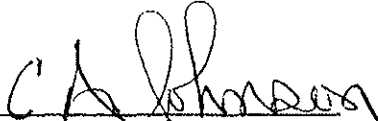
(Surety Seal)

Safeco Insurance Company of America

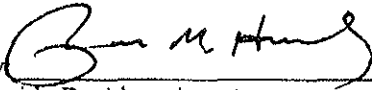
(Type Corporate Surety Name)

2800 W. Higgins Road, Suite 1000, Hoffman Estates, IL 60169

Business Address


(Secretary)
C.A. Johnson, Attorney-in-fact

By:
SURETY

By: 
Florida Resident Agent
Licensed

Paul M. Hurley

(Type Florida Resident's Name)
Licensed Agent

248-519-1400

Florida Agent's Business Telephone Number

ATTORNEY-IN-FACT

By: 

Name Michelle K. Buechel, Attorney-in-fact
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.

NOTE 3: Surety shall include evidence that Agent is licensed in Florida.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

SECTION 00620

Bond No. 6597706

PAYMENT BOND

BY THIS BOND (the "Bond"), We as Lanzo Construction Co., Florida, called CONTRACTOR, and Safeco Insurance Company of America, hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal corporation, hereinafter called CITY, in the amount of Nineteen Million One Hundred Twenty Six Thousand Four Hundred Ninety Four and 00/100 (\$19,126,494.00) Dollars for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Title: City of Marathon Service Area 5 Wastewater and Stormwater Project

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the CONTRACT or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the CITY.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 2008.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

By: _____
(Individual Principal)

(Witness)

Business Address

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

Business Name and Address

(Witness)

By: _____
Signature of Individual

WHEN A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)

Name and Address of Partnership

(Witness)

By: _____
(Partner)


WHEN THE PRINCIPAL IS A CORPORATION:

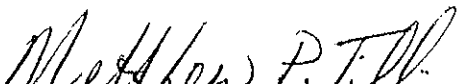
ATTEST:

(Corporate Seal)

Lanzo Construction Co., Florida
(Corporate PRINCIPAL Name)

125 S.E. 5th Court, Deerfield Beach, FL 33441
Business Address


Asst. Secretary Kevin Pawlowski

By: 
Vice President Matthew P. Tilli

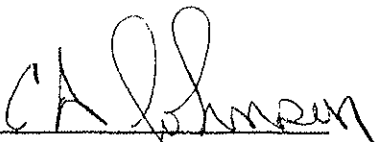
ATTEST:

(Surety Seal)

Safeco Insurance Company of America
(Corporate SURETY)

2800 W. Higgins, Suite 1000, Hoffman Estates, IL 60169

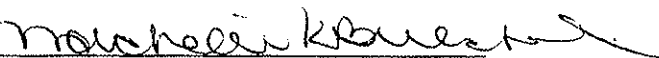
Business Address


(Secretary)XX
C.A. Johnson, Attorney-in-fact

By: 
(Surety)

Paul M. Hurley
Florida Resident Agent
Licensed

ATTORNEY-IN-FACT

By: 

Name Michelle K. Buechel, Attorney-in-fact
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 12639

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****LINDA L. AUSTIN; ANNE M. BARICK; MICHELLE K. BUECHEL; T. R. GUY; ROBERT D. HEUER; PAUL M. HURLEY; C. A. JOHNSON; MARGARET M. KOHLOFF; KRISTYN M. LANGBEEN; MICHAEL D. LECHNER; Troy, Michigan*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg (handwritten signature)

TAMIKOLAJEWSKI (handwritten signature)

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 17th day of April, 2009



Dexter R. Legg (handwritten signature)

Dexter R. Legg, Secretary

Lanzo Construction Co., Florida

125 SE 5th Court
Deerfield Beach, FL 33441

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

LETTER OF TRANSMITTAL

Date:	2/10/2011	LCC Job #
Attn:	City Clerk	
RE:	Marathon Service Area 7 Wastewater Treatment Facility	

TO: City of Marathon
9805 Overseas Highway
Marathon, FL 33050

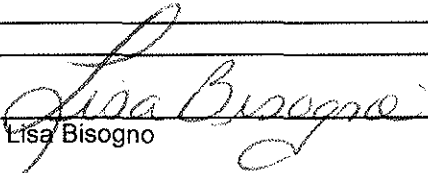
We are Sending You: Attached Under Separate Cover Via: _____

Copies	Date	Qty	Description
4	2/10/2011	4	Executed Assignment and Assumption of Change Order

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

Remarks: _____

Signed: 
Lisa Bisogno

ASSIGNMENT AND ASSUMPTION OF CHANGE ORDER

THIS ASSIGNMENT is made and entered into this 11 day of ^{Jan} ~~December~~, 2010, by and between THE CITY OF MARATHON (variously, the "City" or the "Assignor"), LANZO CONSTRUCTION COMPANY, a Florida corporation (variously, "Lanzo" or the "Assignee"), and SAFECO INSURANCE COMPANY OF AMERICA ("Safeco").

RECITALS

WHEREAS, the City and Intrastate Construction Corporation ("Intrastate") contracted for the construction of the City of Marathon Service Area 3 Waste Water Treatment Facility (the "Contract"); and

WHEREAS, Hartford Insurance Co. ("Hartford") issued performance and payment bonds (the "Bond") with respect to the Contract; and

WHEREAS, during the course of the performance of the Contract the City and Intrastate agreed to a contract change order incorporating work known as the Service Area 7 Wastewater Treatment Facility Project into the Contract (the "Change Order"); and

WHEREAS, Intrastate ceased performance under the Contract and the Contract was subsequently terminated; and

WHEREAS, Hartford has filed a claim in a lawsuit styled *Hartford Caus. Ins. Co. v. City of Marathon*, Case No. 10-10077-CIV-KING, in the United States District Court for the Southern District of Florida (hereinafter, the "Lawsuit"); and

WHEREAS, the Lawsuit alleges that Hartford is entitled to a declaration that the Change Order is not covered by Hartford's Bond and the City and Intrastate deny Hartford's entitlement to such a declaration; and

WHEREAS, on the date hereof, Assignor assigns and conveys to Assignee the Change Order attached hereto as Exhibit "A"; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's rights and obligations under the Change Order (as hereinafter defined); and

WHEREAS, Safeco Insurance Company of America consents to this Assignment and agrees to bond the work undertaken pursuant to the Change Order, including all work already performed by Intrastate, as well as the additional work to be performed by Lanzo, in accordance with the terms of the Payment and Performance Bonds attached hereto as Exhibit "B."

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer, assign, set over to Assignee, all of Assignor's rights, title and interest in and to the Change Order, attached hereto as Exhibit "A," and by this reference made a part hereof.

1. Assignee hereby accepts said assignments, and assumes and agrees to be bound by all obligations and liabilities of Assignor arising under or with respect to the Change Order, including all relevant portions of the Contract, only from and after the date hereof.

2. The City, Assignee and Surety agree that the balance to be paid on the Change Order is \$2,327,662.00 ("Stipulated Balance"). The City shall have no liability for payment of any and all sums owed or which may be owed to any subcontractors or materialmen for any work performed and supplies delivered for Change Order work prior to the date of this Assignment; Assignee and Surety shall be responsible for all such payments. After this Assignment, Assignee agrees to make payments to its sub-contractors in accordance with the terms and conditions of its current Contract with the City for the City of Marathon Service Area 5 Wastewater and Stormwater Project of which the Change Order will become a part pursuant to this Assignment of Contract.

3. Assignee shall begin the work required hereunder no later than January 18, 2011 (the "Commencement Date"). The work required hereunder shall be substantially completed within Two Hundred and Seventy (270) calendar days of the Commencement Date, and completed and ready for final payment in accordance with the Contract Documents within Three Hundred and Thirty (330) calendar days of the Commencement Date. Assignee shall work full time, in a workman like manner and in accordance with the requirements of the Change Order and Contract, from the Commencement Date and is hereby granted a non compensatory time extension from the original completion date in the Amended Contract. As consideration for the non compensatory time extension, the Assignee hereby waives any right to any claim for any additional time extensions and/or damages as a result of any delays which may have been caused by the Owner or other contractors up to and including the date of this Assignment.

4. In order to induce the City to make this Assignment, Assignee ratifies and renews the Contractors Representations contained in Article 7 of the Amended Contract.

5. Safeco consents to this Assignment and agrees to be bound to the City in accordance with the terms of the Payment and Performance Bonds attached hereto as Exhibit "B" including all work and supplies already performed or provided by Intrastate and its subcontractors and materialmen, and all work to be performed by Lanzo called for by the Assignment. Safeco agrees to issue new Payment or Performance Bonds to reflect the value of the Change Order or amend existing Payment and Performance Bonds to reflect the value of the Change Order and to include the work already performed and supplies provided by Intrastate, and its subcontractors and materialmen, and all work to be performed by Lanzo called for by the Assignment.

6. Assignee acknowledges that funding for the work is provided in part by American Recovery and Reinvestment Act ("ARRA") grants and/or loans, and that notwithstanding any other provision contained herein, Assignee and its subcontractors agree to comply with provisions of the ARRA to the extent they are applicable.

7. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the laws of the State of Florida.


8. This Assignment may be executed in any number of counterparts, any one or combination of which shall constitute an original and facsimile copies of this Assignment and signatures shall be binding as originals.

9. This Assignment shall become effective upon the City's adoption of a resolution approving this Assignment, which shall occur no later than within five (5) business days after the last of the three (3) signing parties to the Assignment transmits its signature page to counsel of record for the opposing parties.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first above written.

(Executions and Acknowledgments Appear on Following Pages)

ASSIGNOR:



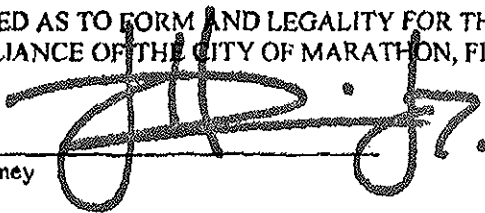
Roger Hernstadt, City Manager

ATTEST:



Diane Clavier, City Clerk

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



City Attorney

WITNESSES:

Lisa Braganza
Print: Lisa Braganza
Michael D. Dorse
Print: Michael D. Dorse

ASSIGNEE:

By: [Signature]
Print: Giuseppe D'Alessandro
Title: President

ACKNOWLEDGMENT

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 8 day of February, 202011, by Giuseppe D'Alessandro, as President of Lanzo Construction Co. FL a Florida, on behalf of the Lanzo Construction Co. Florida. He/she is personally known to me or presented a personally driver's license as identification and did not take an oath. known

Notary Stamp/Seal:



Notary Signature: [Signature]
Notary Print: Sharon F. Kuntze
Notary Public, State of Florida
Commission No.: DD 787573
My Commission Expires: 8/1/12

WITNESSES:

C.A. Johnson
Print: C.A. Johnson
Judy Gubala
Print: Judy Gubala

SURETY:

Safeco Insurance Company of America

By: Michelle K. Buechel
Print: Michelle K. Buechel
Title: Attorney-in-fact

ACKNOWLEDGMENT

STATE OF Michigan)

COUNTY OF Macomb)

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 5 day of , 20 , by Michelle K. Buechel, as Attorney-in-fact of Safeco Insurance Company of America, a Washington Corporation, on behalf of the Lanzo Construction Co., Florida. He/she is personally known to me or presented a Personally driver's license as identification and did not take an oath.

Notary Stamp/Seal:

Notary Signature: Kristyn M. Langbeen
Notary Print: Kristyn M. Langbeen
Notary Public, State of Michigan
Commission No.: N/A
My Commission Expires: March 19, 2014

Kristyn M. Langbeen
Notary Public - State of Michigan
County of Macomb
My Commission Expires March 19, 2014
Acting in the County of Macomb



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 12639

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****LINDA L. AUSTIN; ANNE M. BARICK; MICHELLE K. BUECHEL; T. R. GUY; ROBERT D. HEUER; PAUL M. HURLEY; C. A. JOHNSON; MARGARET M. KOHLOFF; KRISTYN M. LANGBEEN; MICHAEL D. LECHNER; Troy, Michigan*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg

T. A. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out, (i) The provisions of Article V, Section 13 of the By-Laws, and (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and (iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 21st day of February, 2009



Dexter R. Legg

Dexter R. Legg, Secretary

ASSIGNMENT AND ASSUMPTION OF CHANGE ORDER

THIS ASSIGNMENT is made and entered into this 11 day of ^{January, 2011} ~~December, 2010~~, by and between THE CITY OF MARATHON (variously, the "City" or the "Assignor"), LANZO CONSTRUCTION COMPANY, a Florida corporation (variously, "Lanzo" or the "Assignee"), and SAFECO INSURANCE COMPANY OF AMERICA ("Safeco").

RECITALS

WHEREAS, the City and Intrastate Construction Corporation ("Intrastate") contracted for the construction of the City of Marathon Service Area 3 Waste Water Treatment Facility (the "Contract"); and

WHEREAS, Hartford Insurance Co. ("Hartford") issued performance and payment bonds (the "Bond") with respect to the Contract; and

WHEREAS, during the course of the performance of the Contract the City and Intrastate agreed to a contract change order incorporating work known as the Service Area 7 Wastewater Treatment Facility Project into the Contract (the "Change Order"); and

WHEREAS, Intrastate ceased performance under the Contract and the Contract was subsequently terminated; and

WHEREAS, Hartford has filed a claim in a lawsuit styled *Hartford Caus. Ins. Co. v. City of Marathon*, Case No. 10-10077-CIV-KING, in the United States District Court for the Southern District of Florida (hereinafter, the "Lawsuit"); and

WHEREAS, the Lawsuit alleges that Hartford is entitled to a declaration that the Change Order is not covered by Hartford's Bond and the City and Intrastate deny Hartford's entitlement to such a declaration; and

WHEREAS, on the date hereof, Assignor assigns and conveys to Assignee the Change Order attached hereto as Exhibit "A"; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's rights and obligations under the Change Order (as hereinafter defined); and

WHEREAS, Safeco Insurance Company of America consents to this Assignment and agrees to bond the work undertaken pursuant to the Change Order, including all work already performed by Intrastate, as well as the additional work to be performed by Lanzo, in accordance with the terms of the Payment and Performance Bonds attached hereto as Exhibit "B."

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer, assign, set over to Assignee, all of Assignor's rights, title and interest in and to the Change Order, attached hereto as Exhibit "A," and by this reference made a part hereof.

1. Assignee hereby accepts said assignments, and assumes and agrees to be bound by all obligations and liabilities of Assignor arising under or with respect to the Change Order, including all relevant portions of the Contract, only from and after the date hereof.

2. The City, Assignee and Surety agree that the balance to be paid on the Change Order is \$2,327,662.00 ("Stipulated Balance"). The City shall have no liability for payment of any and all sums owed or which may be owed to any subcontractors or materialmen for any work performed and supplies delivered for Change Order work prior to the date of this Assignment; Assignee and Surety shall be responsible for all such payments. After this Assignment, Assignee agrees to make payments to its sub-contractors in accordance with the terms and conditions of its current Contract with the City for the City of Marathon Service Area 5 Wastewater and Stormwater Project of which the Change Order will become a part pursuant to this Assignment of Contract.

3. Assignee shall begin the work required hereunder no later than January 18, 2011 (the "Commencement Date"). The work required hereunder shall be substantially completed within Two Hundred and Seventy (270) calendar days of the Commencement Date, and completed and ready for final payment in accordance with the Contract Documents within Three Hundred and Thirty (330) calendar days of the Commencement Date. Assignee shall work full time, in a workman like manner and in accordance with the requirements of the Change Order and Contract, from the Commencement Date and is hereby granted a non compensatory time extension from the original completion date in the Amended Contract. As consideration for the non compensatory time extension, the Assignee hereby waives any right to any claim for any additional time extensions and/or damages as a result of any delays which may have been caused by the Owner or other contractors up to and including the date of this Assignment.

4. In order to induce the City to make this Assignment, Assignee ratifies and renews the Contractors Representations contained in Article 7 of the Amended Contract.

5. Safeco consents to this Assignment and agrees to be bound to the City in accordance with the terms of the Payment and Performance Bonds attached hereto as Exhibit "B" including all work and supplies already performed or provided by Intrastate and its subcontractors and materialmen, and all work to be performed by Lanzo called for by the Assignment. Safeco agrees to issue new Payment or Performance Bonds to reflect the value of the Change Order or amend existing Payment and Performance Bonds to reflect the value of the Change Order and to include the work already performed and supplies provided by Intrastate, and its subcontractors and materialmen, and all work to be performed by Lanzo called for by the Assignment.

6. Assignee acknowledges that funding for the work is provided in part by American Recovery and Reinvestment Act ("ARRA") grants and/or loans, and that notwithstanding any other provision contained herein, Assignee and its subcontractors agree to comply with provisions of the ARRA to the extent they are applicable.

7. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the laws of the State of Florida.

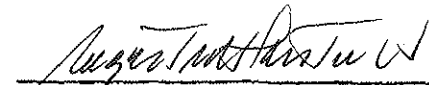
8. This Assignment may be executed in any number of counterparts, any one or combination of which shall constitute an original and facsimile copies of this Assignment and signatures shall be binding as originals.

9. This Assignment shall become effective upon the City's adoption of a resolution approving this Assignment, which shall occur no later than within five (5) business days after the last of the three (3) signing parties to the Assignment transmits its signature page to counsel of record for the opposing parties.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first above written.

(Executions and Acknowledgments Appear on Following Pages)

ASSIGNOR:



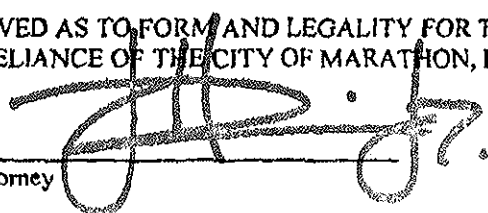
Roger Hernstadt, City Manager

ATTEST:



Diane Clavier, City Clerk

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



City Attorney

WITNESSES

Lisa Bogno
Print: Lisa Bogno
Michael A. Bone
Print: Michael A Bone

ASSIGNEE:

By: [Signature]
Print: Giuseppe D'Alessandro
Title: President

ACKNOWLEDGMENT

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 5 day of February, 202011, by Giuseppe D'Alessandro, as President of Lanzo Construction Co. Fl. a Florida, on behalf of the Lanzo Construction Co. Florida. He/she is personally known to me or presented a personally driver's license as identification and did not take an oath. known

Notary Stamp/Seal:



Notary Signature: [Signature]

Notary Print: Sharon F. Kuntze

Notary Public, State of Florida

Commission No.: DD 787573

My Commission Expires: 8/1/12

WITNESSES:

C.A. Johnson
Print: C.A. Johnson
Judy Gubala
Print: Judy Gubala

SURETY:

Safeco Insurance Company of America

By: Michelle Kuechel
Print: Michelle K. Buechel
Title: Attorney-in-fact

ACKNOWLEDGMENT

STATE OF Michigan)

COUNTY OF Macomb)

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 8 day of , 20 , by Michelle K. Buechel, as Attorney-in-fact of Safeco Insurance Company of America a Washington Corporation, on behalf of the Lanzo Construction Co., Florida. He/she is personally known to me or presented a Personally driver's license as identification and did not take an oath.

Notary Stamp/Seal:

Kristyn M. Langbeen
Notary Public - State of Michigan
County of Macomb
My Commission Expires March 19, 2014
Acting in the County of Macomb

Notary Signature: Kristyn M. Langbeen
Notary Print: Kristyn M. Langbeen
Notary Public, State of Michigan
Commission No.: N/A
My Commission Expires: March 19, 2014



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 12639

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****LINDA L. AUSTIN; ANNE M. BARICK; MICHELLE K. BUECHEL; T. R. GUY; ROBERT D. HEUER; PAUL M. HURLEY; C. A. JOHNSON; MARGARET M. KOHLOFF; KRISTYN M. LANGBEEN; MICHAEL D. LECHNER; Troy, Michigan*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

[Signature of Dexter R. Legg]

[Signature of Timothy A. Mikolajewski]

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

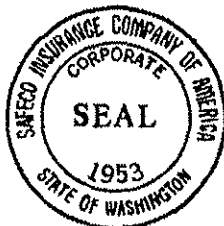
- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 8 day of February, 2009



[Signature of Dexter R. Legg]

Dexter R. Legg, Secretary

Lanzo Construction Co., Florida

125 SE 5th Court
Deerfield Beach FL 33441

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

TO: City of Marathon
9805 Overseas Highway
Marathon, FL 33050

LETTER OF TRANSMITTAL

Date:	3/24/2011	LCC Job #	002-0004
Attn:	Susie Thomas		
RE:	Marathon Service Area 7		
	W.W. Treatment Facility		

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

Copies	Date	Qty	Description
1	3/24/2011	1	Orginal Assignment and Assumption Change Order #7 Bond Increase Rider (amended)

These Are Transmitted for the following purposes :

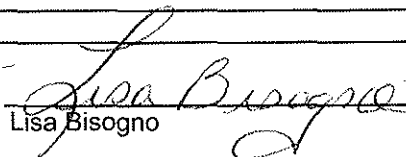
For Approval	<input type="checkbox"/>	<input type="checkbox"/> Approved as Submitted	<input type="checkbox"/> Resubmit for Approval
For Use	<input checked="" type="checkbox"/>	<input type="checkbox"/> Approved as Noted	<input type="checkbox"/> Submit for Distribution
As Requested	<input type="checkbox"/>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

Remarks: _____

If you have any questions, please call our office. My extension is 256. Thank You.

Copy To: 002-0004
File

Signed: _____


Lisa Bisogno

**INCREASE
RIDER**

Assignment and Assumption Change Order Service Area #7

Rider to be attached to and form a part of Bond Number 6597706, dated the 15th day of Oct., 2008, executed by Safeco Insurance Company of America (the "Surety") on behalf of Lanzo Construction Co., Florida (the "Principal") in favor of City of Marathon (the "Obligee")

It is understood and agreed that the penal sum of the attached bond is hereby increase from

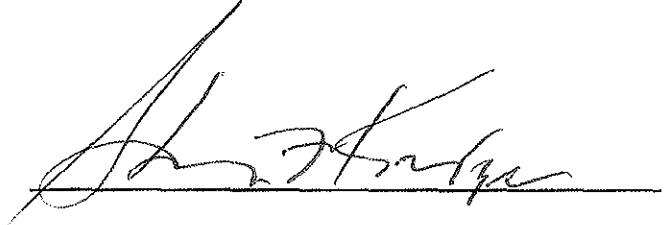
Twenty One Million Eight Hundred Sixty Five Thousand Eight Hundred Fifty and 23/100 (\$ 21,865,850.23) Dollars to Twenty Four Million One Hundred Ninety Three Thousand Five Hundred Twelve and 23/100 (\$ 24,193,512.23) Dollars said increase being applicable only as to acts or omissions occurring on or after the 11th day of January, 2011.

This change is effective 11th day of January, 2011.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Signed, sealed and dated this 17th day of March, 2011.

WITNESS or ATTEST:



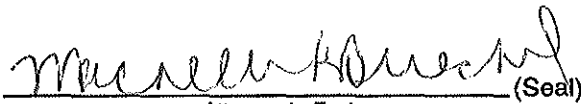
LANZO CONSTRUCTION CO./FLORIDA
(Principal)

By  (Seal)

Name:

Title:

SAFECO INSURANCE COMPANY OF AMERICA

By  (Seal)
Michelle K. Buechel Attorney-In-Fact



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 289-4130 Fax: (305) 289-4123
www.ci.marathon.fl.us

VIA FEDERAL EXPRESS OVERNIGHT

February 17, 2011

Mike Bone
Lanzo Construction Co., Florida
125 S.E. 5th Court
Deerfield Beach, FL 33441-4749

Re: Resolution 2011-02

Dear Mr. Bone:

Enclosed please find a fully executed original Assignment and Assumption of Change Order for Service Area 7, per the above referenced resolution for your records.

If you have any questions, please feel free to contact the Clerk's Department.

Sincerely,
CITY OF MARATHON

Maria Thorley
Executive Assistant

Encl.
cc: File

Lanzo Construction Co., Florida

125 SE 5th Court
Deerfield Beach FL 33441

Voice: (954) 979-0802

Fax: (954) 979-9897

LETTER OF TRANSMITTAL

Date:	6/20/2011	LCC Job #	002-0004
Attn:	Susie Thomas		
RE:	Marathon Service Area 7 W.W. Treatment Facility		

TO: City of Marathon
9805 Overseas Highway
Marathon, FL 33050

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

Copies	Date	Qty	Description
1	6/20/2011	1	Original Performance and Payment Bond

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 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: _____

If you have any questions, please call our office. My extension is 256. Thank You.

Copy To: 002-0004
File

Signed: *Lisa Bisogno*
Lisa Bisogno

PERFORMANCE BOND

BY THIS BOND (the "Bond"), We as Lanzo Construction Co., Florida,
called CONTRACTOR, and Liberty Mutual Insurance Company,
hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal
corporation, hereinafter called CITY, in the amount of Two Million Three Hundred Twenty Seven Thousand
Six Hundred Sixty Two and 00/100 Dollars (\$2,327,662.00)
for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal
representatives, executors, administrators, successors and assigns, jointly and severally, with
reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Title: Service Area 7 WWTP Completion

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs said contract in accordance with its terms and conditions; and
2. Pays CITY all losses, damages (direct and consequential including delay and liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by CONTRACTOR under the CONTRACT; and
3. Pays CITY and all other amounts due CITY by CONTRACTOR because of a default by CONTRACTOR under the CONTRACT; and
4. Performs the guarantee of all work and materials furnished under the CONTRACT for the time specified in the CONTRACT;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Contract or with the changes, do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the City. Any suit under this bond must be initiated before the expiration of the limitation period applicable to common law bonds under Florida Statutes.

CITY

CITY OF MARATHON, FLORIDA

By: _____

The ____ day of _____, 20__.

AUTHENTICATION:

City Clerk

(SEAL)

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

City Attorney

WHEN THE PRINCIPAL IS AN **INDIVIDUAL**:

Signed, sealed and delivered in the presence of:

(Witness)

By: _____
(Individual Principal)

(Witness)

Business Address

WHEN THE PRINCIPAL OPERATES UNDER A **TRADE NAME**:

Signed, sealed and delivered in the presence of:

(Witness)

Business Name and Address

(Witness)

By: _____
Signature of Individual

WHEN A **PARTNERSHIP**:

Signed, sealed and delivered in the presence of:

(Witness)

Name and Address of Partnership

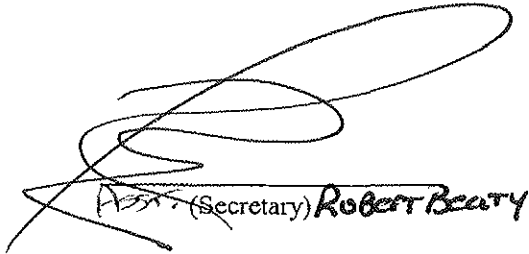
(Witness)

(Partner)

WHEN THE PRINCIPAL IS A CORPORATION:

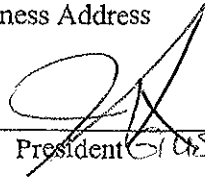
ATTEST:

(Corporate Seal)


Asst. (Secretary) **Robert Beary**

Lanzo Construction Co., Florida
(Type Corporate Principal Name)

125 S.E. 5th Court, Deerfield Beach, FL 33441
Business Address

By: 
President **GIUSEPPE DIALESSANDRO**

SURETY

ATTEST:

(Surety Seal)

LIBERTY MUTUAL INSURANCE COMPANY

(Type Corporate Surety Name)

5600 New King Street, Suite 360, Troy, MI 48098
Business Address



(Secretary)

Kristyn M. Langbeen, Attorney-in-fact

By:
SURETY

By: 
Florida Resident Agent
Licensed

Thomas R. Guy

(Type Florida Resident Name)
Licensed Agent

248-519-1400

Florida Agent's Business Telephone Number

ATTORNEY-IN-FACT

By: 

Name Michelle Buechel, Attorney-in-fact
(Type)

NOTE 1. Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.

NOTE 3: Surety shall include evidence that Agent is licensed in Florida.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

SECTION 00620

Bond No. 13124220

PAYMENT BOND

BY THIS BOND (the "Bond"), We as Lanzo Construction Co., Florida _____, called CONTRACTOR, and Liberty Mutual Insurance Company _____, hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal corporation, hereinafter called CITY, in the amount of Two Million Three Hundred Twenty Seven Thousand Six Hundred Sixty Two and 00/100 Dollars (\$2,327,662.00) for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Title: Service Area 7 WWTP Completion

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the CONTRACT or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the CITY.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 2011.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

By: _____
(Individual Principal)

(Witness)

Business Address

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

Business Name and Address

(Witness)

By: _____
Signature of Individual

WHEN A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)

Name and Address of Partnership

(Witness)

By: _____
(Partner)

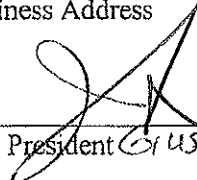
WHEN THE PRINCIPAL IS A CORPORATION:

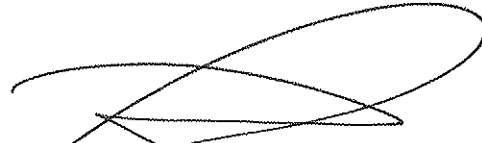
ATTEST:

(Corporate Seal)

Lanzo Construction Co., Florida
(Corporate PRINCIPAL Name)

125 S.E. 5th Court, Deerfield Beach, FL 33441
Business Address

By: 
President GIUSEPPE DAESSANDRO

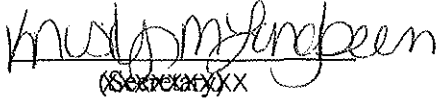

Secretary Robert Beatty

ATTEST:

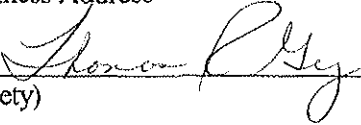
(Surety Seal)

LIBERTY MUTUAL INSURANCE COMPANY
(Corporate SURETY)

5600 New King Street, Suite 360, Troy, MI 48098
Business Address

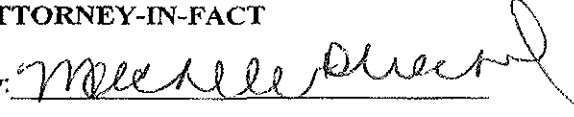

(Secretary)XX

Kristyn M. Langbeen, Attorney-in-fact

By: 
(Surety)

Thomas R. Guy
Florida Resident Agent
Licensed

ATTORNEY-IN-FACT

By: 

Name Michelle Buechel, Attorney-in-fact
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

FLORIDA DEPARTMENT OF INSURANCE

THOMAS R GUY

License Number D043601

**IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE:
Nonres Gen Lines (Prop & Cas)**

"NOTICE" - This non-resident license is limited to the classes of insurance reflected above and is further limited to those classes of insurance for which you are licensed in your home state. Please be governed accordingly. This licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

T. R. GUY, PAUL M. HURLEY, C. A. JOHNSON, LINDA L. AUSTIN, ANNE BARICK, MARGARET M. KOHLOFF, ROBERT D. HEUER, MICHELLE BUECHEL, MICHAEL D. LECHNER, KRISTYN M. LANGBEEN, ALL OF THE CITY OF TROY, STATE OF MICHIGAN

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding ONE HUNDRED FIFTY MILLION AND 00/100***** DOLLARS (\$ 150,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 30th day of September, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

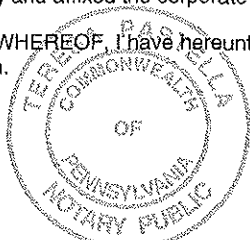


By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of September, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 20th day of



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.