

**CITY OF MARATHON, FLORIDA
RESOLUTION 2018-42**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AMENDMENT TO THE CONTRACT WITH SLAZAR CONSTRUCTION AND PLUMBING, INC., FOR SLUDGE REMOVAL SERVICES; INCREASING THE CONTRACT AMOUNT FROM \$368,000 TO \$548,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to the contract between the City of Marathon (the "City") and Slazar Construction and Plumbing, Inc (the "Contractor"), in which the City and Contractor entered into an agreement for Sludge Removal Services (the "contract") on December 8, 2015; and

WHEREAS, the City and the Contractor desire to enter into amendment three to the contract as set forth herein to increase the total contract amount from \$368,000 to \$548,000.

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 amendment to the contract attached as Exhibit "A" together with such non-material changes as may be acceptable to the City Manager, and approved as to form and legality by the City Attorney, is approved. The City Manager is authorized to execute the Third Amendment on behalf of the City and expend budgeted funds for the services set forth in the Contract and Amendment herein.

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 8th DAY OF MAY, 2018.

THE CITY OF MARATHON, FLORIDA



Michelle Coldiron, Mayor

AYES: Bartus, Cook, Senmartin, Zieg, Coldiron
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:**



David Migut, City Attorney

**THIRD AMENDMENT
TO CONTRACT BETWEEN THE CITY OF MARATHON, FLORIDA
AND SLAZAR CONSTRUCTION AND PLUMBING, INC**

This Third Amendment to the Contract made and entered into this 8th day of May, 2018, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida ("City") and SLAZAR CONSTRUCTION AND PLUMBING, INC., for SLUDGE REMOVAL SERVICES. (The Contractor).

WHEREAS, ON December 8, 2015 the City and the Contractor, entered into a Contract for SLUDGE REMOVAL SERVICES ("Contract"). A copy of the Contract is attached as Exhibit "A" and incorporated by this reference; and

WHEREAS, the City and the Contractor desire to amend the Contract as set forth herein to increase the total contract amount from ~~\$27,360.00~~ amended to ~~\$218,000.00~~ amended to ~~\$368,000~~ and further amended to \$548,000.

NOW THEREFORE, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:¹

Section 1. Amendment to Article 2 of the Contract. The parties hereby amend Article 2.2 of the Contract to read as follows:

Article 2. Compensation/Payment

2.2 The Contractor shall be compensated at the unit prices specified on Attachment "1" at a per gallon rate, per the contract, based upon the actual Work completed, for a total contract amount of ~~\$27,360.00 hereby amended to \$218,000.00 and amended to 368,000.00~~ and further amended to 548,000.00 Contractor shall not be compensated for Work not performed.

Article 3. Term.

This Contract shall be effective upon execution by both parties. This Contract shall remain in effect for two (2) years from the date of execution unless terminated earlier in accordance with this Contract. The City Manager may, at his/her sole option, extend this Contract on the same terms and conditions for two additional one year term extensions by written notice delivered at least sixty days (60) days prior to termination of this Contract. This Third Amendment does not extend the term of the contract which is in effect until December 8, 2018 by earlier extensions.

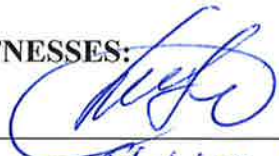
[SIGNATURES ON FOLLOWING PAGE]

¹ / Additions to existing text are shown by underline, and deletions are shown as ~~strikethrough~~.

EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the Contract dated December 8th, 2015 remain in force and effect.

WITNESSES:

SLAZAR CONTRUCTION AND PLUMBING, INC.



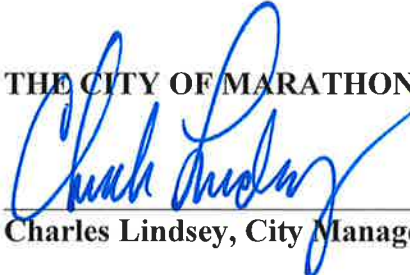
Print Name: Elekina LaCruz

By: Oscar Garcia

Print Name: _____
Title: OWNER



Print Name: George DeLaTorre

THE CITY OF MARATHON, FLORIDA


Charles Lindsey, City Manager

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:**



David Migut, City Attorney