

**CITY OF MARATHON, FLORIDA
RESOLUTION 2015-108**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE CONTRACT WITH GTECH CONSTRUCTION GROUP, LLC FOR SLUDGE REMOVAL SERVICES; INCREASING THE CONTRACT AMOUNT FROM \$27,350 TO \$47,350 AND EXTENDING THE CONTRACT FOR ONE YEAR; 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 Resolution 2014-59 the City and the GTech Construction Group (the “Contractor”), entered into a Contract for Sludge Removal Services; and

WHEREAS, the City and the Contractor desire to enter into a second amendment to the contract as set forth herein to increase the total contract amount from \$27,350 to \$47,350 and extend the contract for an additional year to September 30, 2016.

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 second 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 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 22nd day of September, 2015.

THE CITY OF MARATHON, FLORIDA



Vice Mayor Senmartin

AYES: Keating, Zieg, Senmartin
NOES: None
ABSENT: Kelly, Bull
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

**SECOND AMENDMENT
TO CONTRACT BETWEEN THE CITY OF MARATHON, FLORIDA
AND GTECH CONSTRUCTION GROUP, LLC.**

This Second Amendment to the Contract made and entered into this 8th day of September, 2015, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida ("City") and GTECH CONSTRUCTION GROUP, LLC., for SLUDGE REMOVAL SERVICES. (The Contractor).

WHEREAS, pursuant to Resolution 2014-59 the City and the Contractor, entered into a Contract for SLUDGE REMOVAL SERVICES ("Contract"). A copy of the Contract is attached hereto 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 \$ 7,350 to \$ ~~27,350~~ amended to \$47,350 .

NOW THEREFORE, in consideration of the mutual covenants set forth in this Second 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 "2" at a per gallon rate, based upon the actual Work completed for the month, for a total contract amount of \$ ~~7,350~~ \$27,350 \$47,350. Contractor shall not be compensated for Work not performed.

Section 2. Amendment to Article 3 of the Contract. The parties hereby amend Article 3 of the Contract to read as follows:

Article 3. Term.

This Contract shall be effective upon execution by both parties. This Contract shall remain in effect until September 30, 2016, ~~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.

[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 June (month) 10th (day), 2014, remain in force and effect.

WITNESSES:

Ann Hogan
Print Name: Ann Hogan

GTECH CONSTRUCTION GROUP, LLC.

By: Juan Perez
Print Name: Juan Perez
Title: President

Hillary H. Palmer
Print Name: Hillary H. Palmer

THE CITY OF MARATHON, FLORIDA

Michael H. Puto
Michael H. Puto, City Manager

ATTEST:

Diane Clavier
Diane Clavier, City Clerk

(City Seal)

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

Diljit
City Attorney