

**CITY OF MARATHON, FLORIDA
RESOLUTION 2015-132**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVAL OF A CONTRACT FOR THE “PROFESSIONAL ENGINEERING SERVICES FOR ASSISTANCE WITH FDEP CONSENT ORDER OGC NO. 15-0620-440DW” TO WADE TRIM, INC IN THE AMOUNT OF \$155,340.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the “City”) and Wade Trim, Inc. (the “Contractor”) have entered into a continuing services agreement for Professional Engineering Services in February of 2015; and

WHEREAS, work authorization No. 15-003,” (the “Project Agreement”) scope of work lists tasks to assist the City with accomplishing tasks delineated in the DEP consent Order OGC Case 15-0620-44-DW to resolve violations noted in the Departments letter for wastewater facilities; and

WHEREAS, as ordered by the Department under paragraph 5 of the Order, the City must retain the service of a professional engineer to accomplish these tasks; and

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The Project Agreement attached hereto as Exhibit “A”, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to sign the Project Agreement and expend budgeted funds on behalf of the City.

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 10th DAY OF NOVEMBER, 2015.

THE CITY OF MARATHON, FLORIDA



Mark Senmartin, Mayor

AYES: Bartus, Coldiron, Kelly, Zieg, Senmartin
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

PROJECT AGREEMENT

Between

CITY OF MARATHON, FLORIDA

and

WADE TRIM, INC.

for

Project Agreement No. 2

**Professional Engineering Services for Assisting with
FDEP Consent Order OGC No. 15-0620-440DW**

October 28, 2015

Project Agreement No. 2
Exhibit "1"

The City of Marathon (CITY) is in the process of entering into a consent order with the Florida Department of Environmental Protection, Consent Order OGC Case No. 15-0620-44-DW, to resolve violations noted in the Department's July 13, 2015 warning letter for the City of Marathon Areas 3, 4, and 5 wastewater facilities. As ordered by the Department under paragraph 5 of the Order, the CITY must retain the service of a professional engineer, registered in the State of Florida, to accomplish tasks delineated in the Order. This task order includes the utilization of Wade Trim, Inc. (CONSULTANT) to accomplish the tasks identified below on behalf of the CITY to comply with the Consent Order. A description of each task associated with this work effort is provided below with a reference provided to the requirement within the Consent Order.

Tasks 1 through 7 of this Agreement will be completed within the first 120 days from the effective date of the CITY's Consent Order. Tasks 8 through 11 will be prepared and written up as an amendment to this Agreement upon completion of Tasks 1-7 and follow-up meetings are held with FDEP staff for the purpose of agreeing to the recommended capital improvements projects to be designed and constructed at each respective treatment plant.

Task 1 – Consent Order Item No. 5(a): Written Evaluations for Determination of Non-Compliance

As required under the FDEP Consent Order, CONSULTANT will evaluate the Area 3, 4 & 5 wastewater treatment facilities, effluent disposal systems and collection systems to determine and identify the probable causes of non-compliance. CONSULTANT will attend one meeting with CITY utility staff for the purpose of identifying and quantifying any additional information relevant to the non-compliance issues identified in the Consent Order. Information obtained during this meeting will be utilized for the preparation of the written evaluations to be submitted to FDEP.

Task 1 Deliverable: Written evaluations for the determination of the causes of non-compliance will be prepared and submitted to the CITY within 30 days of receipt of a Notice-to-Proceed for this Work Authorization.

Task 2 – Consent Order Item No. 6: Prepare O&M Performance Reports for Areas 3, 4, & 5

CONSULTANT will prepare and submit Operation and Maintenance Performance Reports for each of the Area 3, Area 4, & Area 5 wastewater treatment facilities, including the effluent disposal systems and associated wastewater collection systems, as required under Rule 62-600.735, F.A.C.

Task 2 Deliverables: O&M Performance Reports for Area 3, Area 4, and Area 5 wastewater treatment facilities will be submitted within 60 days of the effective date of the CITY's Consent Order.

Task 3 – Consent Order Item No. 7: Prepare & Submit Capacity Analysis Reports for Areas 3, 4 & 5 Wastewater Facilities

CONSULTANT will prepare and submit Capacity Analysis Reports for each of the Area 3, Area 4, & Area 5 wastewater treatment facilities, including the effluent disposal systems and associated wastewater collection systems, as required under Rule 62-600.735, F.A.C. The Capacity Analysis Reports shall be based on data (provided by the City) which illustrates the permitted capacity, monthly average daily flows, 3-month average daily flows, and annual average daily flows for the length of time since each facility has been operation (2009-2010). The capacity analysis for each wastewater treatment plant will include flow projections based on local population growth rates and water usage rates for the next 10 years, and an estimate of the time required for the 3-month average daily flow to reach permitted capacity. Additionally, each Capacity Analysis Report will include recommendations for needed capital improvement projects (CIPs) required for compliance, and a detailed schedule showing dates for planning, design, permitting, construction and placing each of the facilities into operation.

Task 3 Deliverables: Capacity Analysis Reports for Area 3, Area 4, and Area 5 will be submitted within 60 days of the effective date of the CITY's Consent Order.

Task 4 – Consent Order Item No.12: Identification of Required Modifications & CIP Cost Estimates for Compliance

Based on the identification of probable causes leading to non-compliance issues in Areas 3, 4, and 5, CONSULTANT will identify and prepare recommendations for required modifications at each of the wastewater treatment facilities, effluent disposal systems, and collection systems. The CONSULTANT will prepare and submit written cost estimates for each of the identified capital improvement projects (CIPs) to the CITY for review and comment within 90 days of the effective date of the Consent Order. Cost estimates developed and prepared as part of the CONSULTANT's facility planning documents which are germane to the Consent Order CIPs will be used for this purpose.

Prior to submitting the listing of required capital improvement projects (CIPs) and cost estimates to FDEP, the CONSULTANT and the CITY will attend a review meeting with FDEP's Marathon office for the purpose of reviewing the work efforts and deliverables completed under Tasks 1, 2, and 3, reviewing the listing of identified CIPs and cost estimates, and identifying which projects will require FDEP permit submittals as required for the Consent Order. The CITY will schedule the FDEP meeting within 10 working days following the CONSULTANT's submittal of the recommended CIPs and cost estimates.

Task 4 Deliverables: A written description of identified Capital Improvement Projects for Areas 3, 4, and 5 and corresponding cost estimates will be prepared and submitted to the CITY within 90 days of the effective date of the CITY's Consent Order. CONSUTLANT and the CITY will review the CIPs and associated cost estimates within 10 days following receipt of the CONSUTLANT's deliverable. CONSULTANT and the CITY will attend review meeting with the FDEP.

Task 5 – Consent Order Items Nos. 5(c) and 8: Prepare and Submit FDEP Permits for Identified CIPs

CONSULTANT will prepare and submit FDEP permits as required for constructing each of the capital improvement projects (CIPs) identified within Service Areas 3, 4, and 5. This task effort assumes a maximum of 3 FDEP permits (one permit per identified CIP) will be prepared; preparation of any additional permits will be considered additional work and require an amendment to this project authorization and budget.

Task 5 Deliverables: A maximum of three (3) FDEP construction permits will be prepared and submitted by the CONSULTANT under this task effort. Permits will be submitted within 120 days of the effective date of the CITY's Consent Order.

Task 6 – Consent Order Item No. 10: FDEP Quarterly Report, Monthly Update, Consent Order Compliance Schedule and Progress Meetings

As required under Consent Order Item #10, the CONSULTANT will prepare and submit the initial written Quarterly Report to FDEP containing information about the status and progress of projects being completed within the Consent Order along with a projection of the work that will be performed within the 12-month period following the effective date of the CITY's Consent Order. The CITY will provide the CONSULTANT with written documentation to include with the quarterly report which pertains to compliance (or non-compliance) with the applicable requirements of the Consent Order, including construction requirements and effluent limitations, and any reasons for non-compliance.

CONSULTANT will prepare and submit a monthly report to the CITY schedule which documents the overall progress to date for each of the identified Consent Order requirements. The Monthly Report will include a summary of work completed during the reporting period, a 30-day look ahead schedule, project progress with each of the required consent order deliverables, potential project obstacles with remedies to remove obstacles to maintain progress schedule, and a Consent Order Compliance Schedule which demonstrates progress with each of the identified requirements of the CITY's Consent Order.

CONSULTANT will also attend bi-weekly (every other week) progress meetings with the CITY as required for the purpose of communicating progress on the tasks associated with the CITY's

Consent Order. A total of eight (8) progress meetings with the CITY are assumed under the task effort which will extend through the initial 120 days of the Consent Order schedule.

Task 6 Deliverables:

- Initial FDEP Quarterly Report covering the first 90 days of the progress, submitted within 30 days of the end of the first quarter;
- Monthly Reports and Consent Order Compliance Schedules; and
- Biweekly progress meetings (8 total).

Task 7 – Miscellaneous Services

The CONSULTANT will provide the CITY with additional as-needed technical assistance during the initial 120 days of the Consent Order with the following services:

- Attend monthly City Council meetings and workshops, to address any discussions, questions, or issues pertaining to the progress of the scheduled activities for the Consent Order;
- Assist the CITY with the preparation and response to FDEP permit requests for additional information for the permits (Consent Order Item No. 5(f)) and preparing any additional permit applications required as part of the Consent Order (Consent Order Item No. 5(c)); and
- Provide as-needed assistance at the direction of the Utilities Director.

Task 7 Deliverables:

- Written responses to requests for additional information from FDEP
- Permit applications for additionally identified CIPs
- Draft policies, technical standards, specifications, and support documentation as needed

Additional Task Efforts

The remaining tasks described in the sections (also required under the Consent Order) will be authorized by the CITY upon completion of Tasks 1-6 and the identification of recommended CIPs from the Operation and Maintenance Performance Reports and the Capacity Analysis Reports for each of the wastewater facilities.

Task 8 – Consent Order Item No. 5(b): Design Services

The CONSULTANT shall prepare design drawings for the identified capital improvement projects identified under Tasks 3 – Operation and Maintenance Performance Reports and Task 4 – Capacity Analysis Reports for Area 3, Area 4 and Area 5.

Details and costs associated with this task will be identified in an amendment to this scope of service following the identification of Capital Improvement Projects under Tasks 3 and 4 and prior to the preparation of FDEP permits for the identified CIPs (Task 5) .

Task 9 – Consent Order Item Nos. 5(d), 5 (e) and 9: Construction Administration & Observation Assistance

The CONSULTANT shall provide the CITY with construction administration and observation assistance for those capital improvement projects identified in the Operation and Maintenance Performance Reports and the Capacity Analysis Reports for Area 3, Area 4 and Area 5. The CONSULTANT will also prepare and submit Certifications of Completion as required by FDEP stating that the identified and recommended capital improvement projects were constructed in accordance with the provisions of each respective permit.

Details and costs associated with this task will be identified in an amendment to this scope of service following the issuance of permits for the identified CIPs.

Task 10 – Consent Order Item No. 10: Quarterly Reporting During Project Construction

The CONSULTANT shall continue providing the CITY with the preparation and submittal of written Quarterly Reports to FDEP containing information about the status and progress of projects being completed under the Consent Order, information about compliance and noncompliance within the requirements of the Order, including construction requirements and effluent limitations and any reasons for noncompliance. Reports will be submitted to FDEP within 30 days of the end of each quarter.

Details and costs associated with this task will be identified in an amendment to this scope of service following the issuance of permits for the identified CIPs.

EXHIBIT "2"

Payment Schedule

The OWNER's REP will submit invoices to the CITY on a monthly basis for actual services rendered and costs incurred for the performance of its services under this Work Authorization. Fees shall be based upon the OWNER's REP hourly rates as specified in the Continuing Services Agreement. At present, the following budgets are established for the above Tasks. However, funds from these tasks can be shifted between tasks included in this Work Authorization should some tasks require additional effort than originally planned.

Task No. and Description	Hourly Rate Not-to-Exceed Compensation
Task 1 – Consent Order Item No. 5(a): Written Evaluations for Determination of Non-Compliance	\$13,400.00
Task 2 – Consent Order Item No. 6 – Prepare O&M Performance Reports for Areas 3, 4, and 5	\$37,700.00
Task 3 – Consent Order Item No. 7: Prepare and Submit Capacity Analysis Reports for Areas 3, 4, and 5 Wastewater Facilities	\$36,700.00
Task 4 – Consent Order Item No. 12: Identification of Required Modifications and CIP Cost Estimates for Compliance	\$4,940.00
Task 5 – Consent Order Item Nos. 5(c) and 8: Prepare and Submit FDEP Permits for Identified CIPs	\$20,600.00
Task 6 – Consent Order Item No. 10: FDEP Quarterly Report, Monthly Update, Consent Order Compliance Schedule, and Progress Meetings	\$31,400.00
Task 7 – Miscellaneous Services	\$13,600.00
Task 8 – Consent Order Item No. 5(b): Design Services	TBD
Task 9 – Consent Order Item Nos. 5(d), 5(e) and 9: Construction Administration and Observation	TBD
Task 11 – Consent Order Item No. 10: Quarterly Reporting During Project Design and Construction	TBD
TOTAL ESTIMATED COST	\$155,340.00



Engineering Planning ■
Sciences Surveying ■

Project: Marathon Consent Order Engineering Assistance
Client: City of Marathon
Prepared By: Dan Burden
Date: 10/28/2015 (Revised)

Rate Schedule Used: WR - 2015

TASKS		Task 1 - Evaluations (Areas 3, 4, & 5)	Task 2 - O&M Performance Reports	Task 3 - Capacity Analysis Reports	Task 4 - Written Cost Estimates	Task 5 - FDEP Permits for CIPs	Task 6 - FDEP Quarterly Reports and City Meetings	Task 7 - Miscellaneous Services	TOTALS
CLASSIFICATION	RATE	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$
Project Manager	\$ 225.00	24	44	44	8	56	80	32	288
Senior Professional		\$5,400.00	\$9,900.00	\$9,900.00	\$1,800.00	\$12,600.00	\$18,000.00	\$7,200.00	\$64,800.00
Principal In Charge	\$ 250.00	8	4	4	2	8	20	8	54
Senior Principal		\$2,000.00	\$1,000.00	\$1,000.00	\$500.00	\$2,000.00	\$5,000.00	\$2,000.00	\$13,500.00
Professional Engineer	\$ 212.00	0	0	0	0	0	0	0	0
Prof. Eng. III		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Professional Engineer	\$ 150.00								
Prof. Eng. II		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Staff Engineer	\$ 110.00	40	180	180	24	40	40	40	544
Engineer II		\$4,400.00	\$19,800.00	\$19,800.00	\$2,640.00	\$4,400.00	\$4,400.00	\$4,400.00	\$59,840.00
Technician	\$ 96.00								0
Engineering Technician III		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CADD	\$ 120.00								0
CADD Tech IV		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administration	\$ 100.00	16	40	60	0	16	40	0	172
Proj. Aide II		\$1,600.00	\$4,000.00	\$6,000.00	\$0.00	\$1,600.00	\$4,000.00	\$0.00	\$17,200.00
	\$ -								0
	\$ -								\$0.00
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	\$ -								0
	\$ -								\$0.00
	\$ -								0
	\$ -								\$0.00
	\$ -								0
	\$ -								\$0.00
Administration	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accounting	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		88	268	288	34	120	180	80	1058
		\$13,400.00	\$34,700.00	\$36,700.00	\$4,940.00	\$20,600.00	\$31,400.00	\$13,600.00	\$155,340.00

EXHIBIT "A"

PROJECT AGREEMENT

Work Authorization No.15-003

Pursuant to the provisions contained in the "Continuing Services Agreement" Resolution #2015-15 between the CITY OF MARATHON, FLORIDA (the "CITY") and Wade Trim, Inc., ("CONTRACTOR") dated February 10, 2015, this Project Agreement authorizes the CONTRACTOR to provide the services as set forth below:

The CITY and CONTRACTOR agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONTRACTOR shall provide the services to the CITY for the Project as described in the "Scope of Services and Project Schedule" attached as Exhibit "1," know as Project Agreement No.2, Professional Engineering Services for Assisting with FDEP Consent Order OGC No. 15-0620-440DW, dated October 28, 2015.

1.2 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. TERM/TIME OF PERFORMANCE/DAMAGE

2.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties ("Commencement Date") and shall continue in full force and effect, unless otherwise terminated pursuant to Section 5 or other applicable provisions of this Project Agreement. The City Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONTRACTOR. Such extension shall not exceed 30 days. No further extensions of this Agreement shall be effective unless authorized by the CITY Council.

2.2 **Contract Time.** The CONTRACTOR shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in Exhibit "1". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

2.3 **Time is of the Essence.** All limitations of time set forth in this Agreement are of the essence.

SECTION 3. AMOUNT, BASIS AND METHOD OF COMPENSATION

3.1 **Lump Sum Compensation.** CITY agrees to pay CONTRACTOR as compensation for performance of all services described in Exhibit "1" \$155,340.00.

[OR, IF HOURLY, "CITY AGREES TO PAY CONTRACTOR COMPENSATION AT CONTRACTOR'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$ N/A .]

3.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the CITY), photo and reproduction services. All document reproductions are also reimbursable at a rate approved by the CITY.

SECTION 4. BILLING AND PAYMENTS TO THE CONTRACTOR

4.1 **Invoices.** CONTRACTOR shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the CITY. The CITY shall pay CONTRACTOR within thirty (30) calendar days of approval by the City Manager of any invoices submitted by CONTRACTOR to the CITY.

4.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the CITY for payment to the CONTRACTOR is disputed, or additional backup documentation is required, the CITY shall notify the CONTRACTOR within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONTRACTOR shall provide the CITY with additional backup documentation within five (5) working days of the date of the CITY'S notice. The CITY may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONTRACTOR. The CITY, at its sole discretion, may pay to the CONTRACTOR the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

4.3 **Suspension of Payment.** In the event that the CITY becomes credibly informed that any representations of the CONTRACTOR, provided pursuant to Subparagraph 3.1, are wholly or partially inaccurate, or in the event that the CONTRACTOR is not in compliance with any term or condition of this Project Agreement, the CITY may withhold payment of sums then or in the future otherwise due to the CONTRACTOR until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the CITY'S reasonable satisfaction.

4.4 **Retainage.** The CITY reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONTRACTOR until the project is completed. Said retainage may be withheld at the sole discretion of the City Manager and as security for the successful completion of the CONTRACTOR'S duties and responsibilities under the Project Agreement.

4.5 **Final Payment.** Submission of the CONTRACTOR'S invoice for final payment and reimbursement shall constitute the CONTRACTOR'S representation to the CITY that, upon receipt from the CITY of the amount invoiced, all obligations of the CONTRACTOR to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONTRACTOR shall deliver to the CITY all documents requested by the CITY evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the CITY by the CONTRACTOR.

SECTION 5. TERMINATION/SUSPENSION

5.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONTRACTOR abandons this Project Agreement or causes it to be terminated by the CITY, the CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination.

5.2 **For Convenience.** This Project Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The CONTRACTOR shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONTRACTOR shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 4.1 of this Project Agreement. Under no circumstances shall the CITY make any payment to the CONTRACTOR for services which have not been performed.

5.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONTRACTOR's work product shall become the property of the CITY and the CONTRACTOR shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONTRACTOR pertaining to this Project Agreement.

SECTION 6. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICES AGREEMENT

This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated February 10, 2015 between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

ATTEST:

CITY OF MARATHON

Diane Clavier

Diane Clavier, City Clerk

By: Michael H. Puto

Michael H. Puto, City Manager

Date: 11/13/2015

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

David Migut

David Migut, City Attorney

Wade Trim, Inc.

Cindi Gonzalez

Witness

By: Thomas S. Bizzell

Date: 11/18/15