

**CITY OF MARATHON, FLORIDA
RESOLUTION 2015-65**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, WAIVING THE CITY'S PURCHASING POLICIES AND PROCEDURES AND APPROVING A "PIGGY-BACK" AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND LAYNE HEAVY CIVIL, INC., TO FURNISH AND INSTALL A PUMP STATION AT THE MARRIOTT AND FORCE MAIN SERVING THE MARRIOTT AND OTHER COMMERCIAL PROJECTS IN WASTEWATER SERVICE AREA 3; APPROVING CONTRACT IN AN AMOUNT NOT TO EXCEED \$981,564; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 2015-14, the City Council of the City of Marathon, Florida (the "City"), adopted Purchasing Policies and Procedures after determining that it was fiscally prudent and in the best interests of the City's residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

WHEREAS, in accordance with Section 2-184(C), the City may waive competitive bidding procedures to made under state general service administration contracts, federal, county or other governmental contracts or competitive bids with other governmental agencies with a substantially similar competitive bidding process (a "Piggy-Back" Agreement); and

WHEREAS, the City requires expedited delivery of construction services to furnish and install a pump station at the Marriott and force main serving the Marriott and other commercial projects in wastewater service area 3; and

WHEREAS, Layne Heavy Civil, Inc., as reflected by its contract with the Florida Keys Aqueduct Authority, is duly qualified to provide the services sought by the City; and

WHEREAS, the City desires to engage Layne Heavy Civil, Inc. ("Contractor") for such services to the City of Marathon and Contractor desires to provide such services to the City under the same terms as provided in the existent contract with the Florida Keys Aqueduct Authority, a copy of which is attached hereto and incorporated as *Exhibit "A-1"*

WHEREAS, the City desires to engage the Contractor to provide construction services to furnish and install a pump station at the Marriott and force main serving the Marriott and other commercial projects in wastewater service area 3," (hereto the "Project) attached as "Exhibit A."

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 are incorporated herein.

Section 2. The City Council hereby waives the City's Purchasing Policies and Procedures and approves a "Piggy-Back" Agreement between the City of Marathon, Florida and Layne Heavy Civil, Inc., to furnish and install a pump station at the Marriott and force main serving the Marriott and other commercial projects in Wastewater Service Area 3 in an amount not to exceed \$981,564.

Section 3. The City Manager is authorized to execute the Agreement with Layne Heavy Civil, Inc. and expend budgeted funds on behalf of the City.

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

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 23rd day of June, 2015.

THE CITY OF MARATHON, FLORIDA



Mayor Chris Bull

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

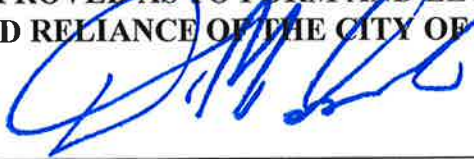
ATTEST:



Diane Clavier
City Clerk

(City Seal)

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



Dirk Smits, City Attorney

**CITY OF MARATHON
LINKING AUTHORIZATION**

This Linking Authorization is entered into by Layne Heavy Civil, Inc. who agrees to allow the City of Marathon, Florida to utilize the Agreement, competitively bid pricing, and all project change order scope and pricing awarded under bid process (bid number) FKAA Project No. 4053-12 conformed January 2013 with the Florida Keys Aqueduct Authority for construction services to furnish and install a pump station at the Marriott and force main servicing the Marriott and other commercial projects in wastewater service area 3, as detailed in design drawings prepared by Wade Trim, Inc. titled "Marriott Lift Station and Area 3 Force Main" dated July 2015 (Design Drawings).

In addition, Layne Heavy Civil, Inc. further agrees to adhere to **FLORIDA PUBLIC RECORDS LAW**, Florida Statute 119.0701,

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

The City of Marathon and Layne Heavy Civil, Inc. also agree to the modifications to the contract terms and conditions set forth below:

1. The Liquidated Damages for this project will be \$750 per calendar day for any day after the Substantial Completion, and \$250 per calendar day for any day after the Final Completion date.
2. General conditions, bond costs, insurance costs, mobilization and other lump sum items established under the FKAA Project No. 4053-12 contract shall be per the amounts depicted in the attached Schedule of Values, Exhibit A.
3. Builder's Risk insurance will not be required by Layne Heavy Civil, Inc.
4. The contract duration will be 100 days following Notice to Proceed to Substantial Completion and Final Completion will be 30 days following Substantial Completion.
5. Materials Submittals used for the FKAA Project No. 4053-12 will be acceptable to the City of Marathon for this work.
6. Layne Heavy Civil, Inc. will provide Performance and Payment Bonds in general accordance with the attached Form Exhibits B and Exhibit C respectfully.

7. Layne Heavy Civil, Inc. will provide required Certificates of Insurance to the City of Marathon and name the City of Marathon as an additional insured.
8. Exhibit D attached includes a listing of Assumptions and Exclusions related to this Linking Agreement.
9. Exhibit E attached is the form of Partial Release of Lien to be used.
10. Exhibit F attached is the form of Final Release of Lien to be used.

By signing this Linking Authorization, the entity above agrees to the same pricing where applicable, terms and conditions as stated in the bid documents. Other unit prices for support work or work not covered in the Agreement are as noted in Exhibit A, Schedule of Values.

IN WITNESS WHEREOF, the parties hereby execute this Linking Authorization as of the Effective Date.

CITY OF MARATHON, FLORIDA

Typed Name: MICHAEL H. PUTO

Signature: Michael H Puto

Date: 10/9/2015

LAYNE HEAVY CIVIL, INC.

Typed Name: Wesley Self, Vice President

Signature: Wesley Self

Date: October 7, 2015

Exhibit A – Schedule of Values

Project:

Marathon Area 3 Force Main
 LAYNE | water + mineral + energy
 81990 Overseas Highway | Islamorada, FL | 33036
 Office: 305-414-8356 | Fax:
 305-735-4341

Revised: 10/05/2015

Force Main Only

Description	Quantity	Units	Unit Price	Total Price
Mobilization/Gen. Requirements	1	LS	\$ 112,880.00	\$ 112,880.00
Maintenance of Traffic	1	LS	\$ 47,800.00	\$ 47,800.00
Bonding/Builders Risk Extension	1	LS	\$ 27,800.00	\$ 27,800.00
Survey	1	LS	\$ 25,000.00	\$ 25,000.00
Preconstruction Video	1	LS	\$ 3,200.00	\$ 3,200.00
Install HDD Force Main				
4-Inch FM	460	LF	\$ 34.65	\$ 15,939.00
6-Inch FM	2800	LF	\$ 45.10	\$ 126,280.00
8-Inch FM	2800	LF	\$ 55.10	\$ 154,280.00
4-inch Plug Valve	5	EA	\$ 1,325.00	\$ 6,625.00
6-inch Plug Valve	6	EA	\$ 2,500.00	\$ 15,000.00
8-inch Plug Valve	1	EA	\$ 2,700.00	\$ 2,700.00
Air Release Valve Assembly	3	EA	\$ 12,100.00	\$ 36,300.00
4" Tapping Assembly	1	EA	\$ 4,792.63	\$ 4,792.63
8" Tapping Assembly	1	EA	\$ 7,841.08	\$ 7,841.08
Flushing Connection Assembly	4	EA	\$ 1,425.00	\$ 5,700.00
Asphalt Restoration	1500	SY	\$ 36.50	\$ 54,750.00
Pavement Markings	1	LS	\$ 13,600.00	\$ 13,600.00
Concrete Sidewalk and Sod Restoration	1	LS	\$ 20,400.00	\$ 20,400.00
Temporary Asphalt Restoration	1	LS	\$ 10,200.00	\$ 10,200.00
Misc./Other				
SCADA				
Dewatering Injection Well	2	EA	\$ 33,060.00	\$ 66,120.00
Dewatering Pump Rental	2	Month	\$ 14,638.83	\$ 29,277.66
				\$ -
				\$ -
Total Price				\$ 786,485.37



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228860

Certificate No. 006542014

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Deborah A. Yates, Steven M. Garrett, William A. Kantlehner III, Thomas J. Mitchell, Jeffrey A. Brown, Diane L. Phelps, S. Annette Mullet, Roger A. Neal, Stuart P. Peterson, Andrea Cortes, Ryan P Mitchell, and Andrew G. Windhorst, Jr.

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. Not limited to a specific dollar amount.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of October, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 2nd day of October, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of OCTOBER, 20 15.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

EXHIBIT B - PERFORMANCE BOND

SECTION 00610

PERFORMANCE BOND

BOND NO. 106366209

This Bond must be recorded and a certified copy provided to the City before payment will be made by the City.

BY THIS BOND (the "Bond"), We Layne Heavy Civil, Inc. (name, address, telephone number) as principal, called CONTRACTOR, and Travelers Casualty and Surety Company of America (name, address, telephone number) as surety, hereinafter called Surety, are bound to the CITY OF MARATHON, a Florida municipal corporation, 9805 Overseas Highway, Marathon, FL, (305) 743-0033, hereinafter called CITY, in the amount of Seven Hundred Eighty-Six Thousand, Four Hundred Eighty-Five Dollars and Thirty-Seven Cents Dollars (\$ 786,485.37) 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 Marriott Force Main Project**

Contract Number: FKAA 4053-12

Contract Date: 10/9/2015

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs said Contract in accordance with its terms and conditions, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; 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,

Section 00610

1 of 4

BOND NO.: 106366209

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 set forth in Section 255.05, Florida Statutes.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

(Witness)

(Name and Address)

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

Business Name and Address

(Witness)

By: _____

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)

Name and Address of Partnership

(Witness)

By: _____

Section 00610
2 of 4

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST

(Corporate Seal)




(Secretary)

Layne Heavy Civil, Inc.
4520 N. State Road 37
Orleans, IN 47452

Name and Address of Corporation

4520 N. State Road 37
Orleans, IN 47452

Business Address

By: 

President

Section 00610
3 of 4

SURETY

ATTEST:

(Surety Seal)



(Secretary)

Deborah A. Yates

Travelers Casualty and Surety Company of America
(Type Corporate Surety Name)

Construction Services, Travelers Bond & Financial Products
One Tower Square
Hartford, CT 06183

Business Address

By: 

SURETY Steven M. Garrett, Attorney-in-Fact FL License No. A093900

By: 

Florida Resident Agent

Robert Corley McLendon

(Type Florida Resident's Name)

Fisher-Brown, Inc.
144 Harrison Avenue, Panama City, FL 32401
(850)432-7474

Florida Agent's Business Telephone Number

ATTORNEY-IN-FACT

By: 

Name Steven M. Garrett, Attorney-in-Fact

(Type) FL License No. A093900

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

Section 00610

4 of 4

BOND NO.: 106366209

execution of Performance Bond on behalf of Surety.

Section 00610
5 of 4

1824190\1 # 1909114 v1



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228860

Certificate No. 006542012

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Deborah A. Yates, Steven M. Garrett, William A. Kantlehner III, Thomas J. Mitchell, Jeffrey A. Brown, Diane L. Phelps, S. Annette Mullet, Roger A. Neal, Stuart P. Peterson, Andrea Cortes, Ryan P Mitchell, and Andrew G. Windhorst, Jr.

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. Not limited to a specific dollar amount.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of October, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 2nd day of October, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

EXHIBIT C -PAYMENT BOND

SECTION 00620
PAYMENT BOND

BOND NO. 106366209

This Bond must be recorded and a certified copy provided to the City before payment will be made by the City.

Layne Heavy Civil, Inc.
4520 N. State Road 37, Orleans, IN 47452

BY THIS BOND (the "Bond"), We as (812)865-3232 (name, address, telephone no.) as principal, called CONTRACTOR, and Travelers Casualty and Surety Company of America as surety, hereinafter called Surety, are

One Tower Square, Hartford, CT 06183 (860)277-0111 bound to the City of Marathon, 9805 Overseas Highway, Marathon, FL, (305) 743-0033, a Florida municipal corporation, hereinafter called CITY, in the amount of Seven Hundred Eighty-Six Thousand, Four Hundred Eighty-Five

Dollars and Thirty-Seven Cents- \$786,485.37 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 Marriott Force Main Project**

Contract No.: FCAA 4053-12

Contract Date: 10/9/2015

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, and/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 the time limits set forth in Section 255.05, Florida Statutes.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20____.

Contractor

By (signature) _____ (Name and Title)

Signed, sealed and delivered in the presence of:

(Witness) _____ (Name and Address)

(Witness) _____ (Name and Address)

Surety

By (signature) _____ (Name and Title)

Signed, sealed and delivered in the presence of:

(Witness) _____

(Witness) _____ (Name and Address)

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness) _____ Business Name and Address

(Witness) _____ By: _____

WHEN A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness) _____ Name and Address of Partnership

(Witness) _____ By: _____

WHEN THE PRINCIPAL IS A CORPORATION:



Layne Heavy Civil, Inc.

(Corporate Principal Name)

4520 N. State Road 37
Orleans, IN 47452

Business Address

Debra G. Parker
Secretary

By: *[Signature]*
President

ATTEST:

(Surety Seal)

Travelers Casualty and Surety Company of America

(Corporate SURETY)

Construction Services, Travelers Bond & Financial Products
One Tower Square, Hartford, CT 06183

Business Address

Deborah A. Yates
Deborah A. Yates (Secretary)

By: *[Signature]*

(Surety) Steven M. Garrett, Attorney-in-Fact FL License No. A093900

Robert Corley McLendon
Florida Resident Agent

Robert Corley McLendon
Fisher-Brown, Inc.
144 Harrison Avenue
Panama City, FL 32401

ATTORNEY-IN-FACT

By: *[Signature]*

Name Steven M. Garrett FL License No. A093900



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228860

Certificate No. 006542013

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

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of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. Not limited to a specific dollar amount.

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St. Paul Guardian Insurance Company

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Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 2nd day of October, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Auorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Exhibit D –
Marathon Marriot Lift Station and Area 3 Force Main
List of Assumptions and Exclusions

Assumptions

1. All permits and fees will be the responsibility of the Owner
2. FDOT permit has been obtained, contractor will submit traffic control plan for approval
3. Temporary patching of bore pits will be allowed with final patching to be completed upon the completion and acceptance of the force main installation
4. Dewatering plan and permit will be obtained prior to construction by owner
5. Dewatering of bore pits without the use of injection wells is based upon approved discharge locations within proximity of the pit sufficient to allow dewatering without interference to local vehicle traffic.
6. Injection wells if needed will be invoiced at the unit rate shown on the schedule of values
7. Owner will supply water source for hydrostatic testing
8. Submitted red line drawings utilizing field notes and bore logs will be sufficient for as built drawings.
9. Variation from proposed line and grades indicated on plan profiles will be limited to +/- 2 ft.
10. Minimum vertical clearance of existing utilities will be maintained.

Exclusions

1. Permits, easements, and fees
2. Testing services
3. Final as built CAD drawings

EXHIBIT E - PARTIAL RELEASE OF LIEN

SECTION 00510
PARTIAL LIEN WAIVER AND RELEASE

FROM: _____
Name of Project Marriott Force Main
Project Address: US 1
Name of Owner: City of Marathon, Florida

ACKNOWLEDGMENT AND RELEASE FOR PRIOR PAYMENTS RECEIVED

The undersigned hereby acknowledges that the undersigned has received prior payment(s) in the amount of \$_____ for labor/services/equipment and material furnished to the above designated project through _____, 20__, and does hereby release unconditionally all liens, and bond rights that the undersigned has to the extent of the work performed through the date identified above only and does not cover any retention or labor or materials or equipment furnished after that date. This release is for the benefit of and may be relied upon by the owner, the prime contractor, the construction lender, and the principal and surety on any Payment or Performance Bond posted for the Project.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGNED, EVEN IF YOU HAVE NOT BEEN PAID.

By: _____ Date: _____
(Signature of Authorized Person)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to before me this ____ day of _____, 20__, by _____.

Notary Public

(Print or Stamp Commissioned Name)

Personally Known __ or Produced Identification __. Type of Identification Produced: _____.

EXHIBIT F - FINAL RELEASE OF LIEN

SECTION 00520

STANDARD FORM
FOR
CONTRACTOR'S FINAL AFFIDAVIT & RELEASE OF LIEN

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says that:

1. He is _____ of _____,
(Title of Officer) (Name of Company)
doing business in the State of Florida, hereinafter called "CONTRACTOR".
2. CONTRACTOR pursuant to a Contract dated _____, hereinafter referred to as "Contract", for the **Marriott Force Main Project** with the City of Marathon, Florida, hereinafter referred to as "OWNER" has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in said Contract for The City of Marathon City Hall Project.
3. CONTRACTOR represents that all Work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor and/or services incident to the completion of said Work have been paid in full except to the following:

NAME	ADDRESS	AMOUNT DUE
(Write in "None" if all persons and firms have been paid in full.)		

4. The undersigned affiant for and in consideration of final payment to him in the amount of \$ _____, and all other previous payments paid by OWNER to CONTRACTOR, does hereby for and in behalf of the CONTRACTOR, waive, release, remise and relinquish all claims against the City, its agents and assigns arising out of and/or related to the Project and/or the Contract and the CONTRACTOR's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien or liens whatsoever, on any of the premises owned by OWNER on which improvements have been completed in connection with the aforementioned Contract.
5. The affiant herein does hereby represent that he has authority to execute a full and final Release of Lien for and in behalf of the CONTRACTOR as set forth above.

6. The affiant herein makes this Affidavit and Release of Lien for the express purpose of inducing OWNER to make final disbursement and payment to the CONTRACTOR in the amount of \$_____.

7. The Affidavit and Release of Lien is made by affiant with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to OWNER under said applicable laws, affiant expressly agrees to indemnify and save OWNER harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, subcontractors or materialmen who might claim that they have not been paid for services or material furnished by or through the CONTRACTOR in connection with the work performed under the aforementioned Contract.

Name of Contractor

By: _____
Its: _____

(CORPORATE SEAL)

ATTEST:

Name of Corporation

Secretary

STATE OF FLORIDA)
)
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, AD,
_____.

Notary Public

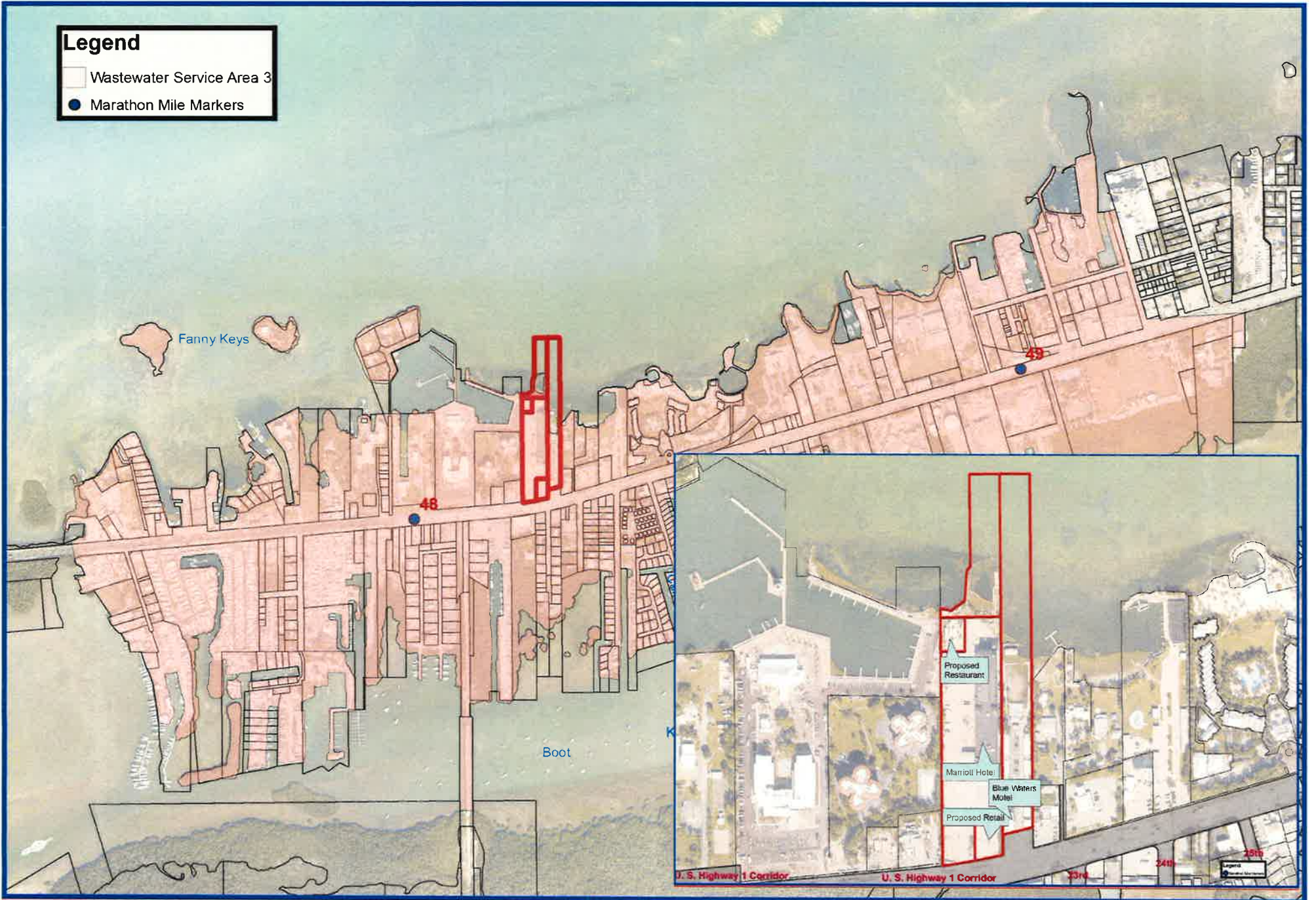
(Print Name)

(NOTARY SEAL)

My Commission Expires: _____

Legend

- Wastewater Service Area 3
- Marathon Mile Markers



City of Marathon, Florida
Official Map Product
Exhibit A

