

**CITY OF MARATHON, FLORIDA
RESOLUTION 2015-80**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING SECOND AMENDMENT TO THE CONTRACT WITH CARLOS RIVERO PLUMBING & SEPTIC TANK CONTRACTOR, INC., FOR SLUDGE REMOVAL SERVICES PREVIOUSLY APPROVED BY RESOLUTION 2015-53 DATED MAY 26, 2015; INCREASING THE CONTRACT AMOUNT FROM \$64,279 TO \$154,679; 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 2014-58, the City and Carlos Rivero Plumbing & Septic Tank Contractor, Inc. (Carlos Rivero Plumbing), entered into a Contract for Sludge Removal Services (“Contract”) which was amended by Resolution 2015-53; and

WHEREAS, additional funding is required for sludge hauling from wastewater facilities 3, 5 and 7, which were not originally anticipated at the time the Contract was entered into; and

WHEREAS, the City and Carlos Rivero Plumbing desire to amend the Contract as set forth herein to increase the total contract amount by \$90,400, from \$64,279 to \$154,679.

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” is hereby approved 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 28th day of July, 2015.

THE CITY OF MARATHON, FLORIDA



Chris Bull, Mayor

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

**SECOND AMENDMENT
TO CONTRACT BETWEEN THE CITY OF MARATHON, FLORIDA
AND CARLOS RIVERO PLUMBING & SEPTIC TANK CONTRACTOR, INC.**

This Second Amendment to the Contract made and entered into this 28th day of July, 2015, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida ("City") and CARLOS RIVERO PLUMBING & SEPTIC TANK CONTRACTOR, a Florida corporation, for SLUDGE REMOVAL SERVICES. (The Contractor).

WHEREAS, pursuant to Resolution 2014-58 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 \$ 64,279 to \$ 154,679.

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 "2" at a per gallon rate, based upon the actual Work completed for the month, for a total contract amount of \$ ~~64,279~~ \$154,679. 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 Second Amendment herein extends the Contract for an additional one (1) year term from the date of the execution to September 30, 2016.


[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:


**CARLOS RIVERO PLUMBING & SEPTIC
TANK CONTRACTOR, INC.**


Print Name: Irene Rivero

By: 
Print Name: Javier Puro
Title: President


Print Name: Pedro Lopez

THE CITY OF MARATHON, FLORIDA



Michael H. Puto, 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:**


Dirk Smits, City Attorney