

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2016-09**

**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 \$27,360.00 TO \$218,000.00; 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 an amendment to the contract as set forth herein to increase the total contract amount from \$27,360 to \$218,000.

**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 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 26<sup>ND</sup> DAY OF JANUARY, 2016.**

**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

**FIRST AMENDMENT  
TO CONTRACT BETWEEN THE CITY OF MARATHON, FLORIDA  
AND SWEETWATER ENVIRONMENTAL, INC**

This First Amendment to the Contract made and entered into this 26th day of January, 2016, 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.

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

**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 the month, for a total contract amount of ~~\$27,360.00~~ **hereby amended to \$218,000.00.** 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 First Amendment does not extend the term of the contract.

**[SIGNATURES ON FOLLOWING PAGE]**

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<sup>1</sup> / 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 8<sup>th</sup>, 2015 remain in force and effect.

**WITNESSES:**

**SLAZAR CONTRUCTION AND PLUMBING, INC.**

*Libby Frazier*  
Print Name: Libby Frazier

By: *[Signature]*  
Print Name: Obriel Alvarez  
Title: Vice President

*Hillary Palmer*  
Print Name: Hillary Palmer

**THE CITY OF MARATHON, FLORIDA**

*[Signature]*  
**Charles Lindsey, 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:**

*[Signature]*  
David Migut, City Attorney

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**WITNESSES:**

**SLAZAR CONTRUCTION AND PLUMBING, INC.**

Libby Frazier

Print Name: Libby Frazier

By: Obriel Moya

Print Name: Obriel Moya

Title: Vice President.

Hillary Palmer

Print Name: Hillary Palmer

**THE CITY OF MARATHON, FLORIDA**

Charles Lindsey  
Charles Lindsey, 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:**

David Migut

David Migut, City Attorney