

CITY OF MARATHON, FLORIDA
RESOLUTION 2013-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, ACCEPTING THE SOLE RESPONSIVE AND RESPONSIBLE PROPOSAL AND APPROVING A CONTRACT BETWEEN THE CITY AND COFFIN MARINE SERVICES, INC.; IN AN AMOUNT NOT TO EXCEED \$89,000.00 FOR PHASE 2 IMPROVEMENTS AT OCEANFRONT PARK; 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") solicited Request for Proposals (the "RFP") for the design and construction of the Phase 2 improvements at Oceanfront Park consisting of the extension of the existing kayak docks and boardwalk and the construction of additional tiki huts (the "Project"); and

WHEREAS, the sole RFP response was received from Coffin Marine Services, Inc. (the "Contractor"); in an amount not to exceed \$89,000.00 for the Project, and staff subsequently reviewed and determined the RFP response was complete, the submitter was responsive and responsible; and

WHEREAS, the City Council finds that accepting the RFP response and entering into a contract for the Project with the Contractor is in the best interest of the City.

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 Contract between the City and Contractor for the Project in an amount not to exceed \$89,000.00, a copy of which is 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 execute the Contract 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 22nd DAY OF JANUARY, 2013.

THE CITY OF MARATHON, FLORIDA


Richard Keating, Vice Mayor

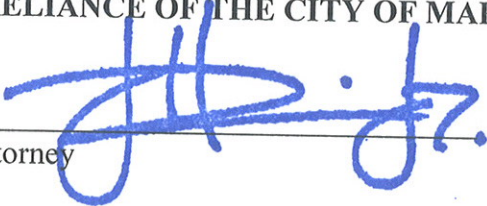
AYES: Bull, Ramsay, Snead, Keating
NOES: None
ABSENT: Cinque
ABSTAIN: None

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:


City Attorney

**Contract For
Addition to Tiki Huts and Boardwalk at Ocean Front Park**

THIS CONTRACT is made this 8th day of January, 2013 by and between the City of Marathon, Florida (the "City") and Coffin Marine Services, Inc. (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK**- The Contractor shall furnish all permitted drawings, labor, materials, supervision, equipment, supplies, and incidentals required to perform the "Scope of Work," included herein.
2. **COMPENSATION/PAYMENT**-
 - 2.1.1. Contractor shall provide the City with a construction schedule, schedule of values, partial lien releases and a monthly invoice within ten (10) days of the end of each month stating the services provided in the preceding month.
 - 2.1.2. Lien Releases must be provided for all subcontractors for partial payments and a general final release from subcontractors and general contractor upon completion of the Work and final payment made.
 - 2.1.3 A maximum of 10% of the Contract amount may be paid for mobilization. The City shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.
 - 2.1.4 The Contractor shall be compensated at the prices specified in Schedule of Values based upon the actual Work completed for the month.
 - 2.1.5 Change Orders- This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order. Each Change Order constitutes full, final, and complete compensation for all costs, expenses, overhead, and profit, and any damages of every kind that Contractor may incur in connection with the above referenced changes in the Work. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the referenced Change Order. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder.
3. **TERM**- This Contract shall be effective upon execution by both parties and shall continue through project completion. The City Manager may, at his/her sole option, extend this Contract on the same terms and conditions for additional time, compensable or noncompensable. Such extension shall be effective upon receipt of a written notice from the City Manager to the Contractor.
4. **CONTRACTOR'S DUTY TO INSPECT**- The Contractor has carefully examined the existing conditions and areas for the Work contemplated in Section 4 and have made

sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any property damaged by the Contractor.

5. NON-WAIVER- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Contract.
6. PROTECTION OF PROPERTY AND THE PUBLIC- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:
 - 6.1.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.
 - 6.1.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.
 - 6.1.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City) and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.
 - 6.1.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

7. INDEMNIFICATION-

- 7.1.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this Contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.
- 7.1.2. This indemnification obligation shall survive the termination of this Contract.
- 7.1.3. The Contractor shall defend the City or provide for such defense, at the City's option.
- 7.1.4. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

8. CONTRACT DOCUMENTS- The following documents shall, by this reference, be considered part of this Contract:

- Instructions to Respondents;
- All Addendums;
- Contract Agreement;
- General Conditions
- Proposal;
- Scope of Work/Specifications;
- Change Orders;
- Qualification Statement;
- Insurance Certificates;
- Bonds;
- Local Preference Ordinance (not applicable if federally funded)

9. CONTRACTOR'S EMPLOYEES-

- 9.1.1. The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.
- 9.1.2. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

- 9.1.3. Contractor shall, upon receipt of a written request from the City Manager, immediately exclude any employee of Contractor from providing Work under this Contract.
- 9.1.4. The Work contemplated in this Contract is on public property, accordingly no alcoholic beverages shall be allowed.
- 9.1.5. The same care shall be exercised by all Contractor's and subcontractor's employees.
10. **VEHICLES AND EQUIPMENT-** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City Manager may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.
11. **INSURANCE-** The Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the City against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers, and naming the City as an additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

11.1 Insurance Requirements		Statutory Limit
Worker's Compensation	WC3	Statutory Limit
General Liability	GL3	\$500,000 per Person; \$1,000,000 per Occurrence; \$100,000 Property Damage or \$1,000,000 Combined Single Limit
Vehicle Liability	VL3	\$300,000 per Person; \$500,000 per Occurrence; \$100,000 Property Damage or \$500,000,000 Combined Single Limit

11.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is

owned, non-owned, or hired. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

11.3 **Commercial General Liability:** This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

11.4 **US Longshoremen's & Harbor Workers Insurance:** If applicable, the Contractor shall furnish Longshoremen's & Harbor worker's insurance to any employee engaged in maritime work or in maritime occupation - including a longshoreman or other person in longshoring operations, and any harbor worker, including a ship-repairman, ship-builder and ship-breaker in the amount not less than 1,000,000.

11.5 **Certificate of Insurance:** Contractor shall provide the City Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the type of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City Manager.

11.6 **Additional Insured** - The City is to be specifically included as an Additional Insured for the liability of the City resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

11.7 All deductibles or self-insured retentions must be declared to and be approved by the City Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

12. ASSIGNMENT - No assignment by the Contractor of this contract or any part of it or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the City Manager.
13. TERMINATION-
 - 13.1.1. Either party may terminate this Contract without cause upon 30 days written notice to the other party.
 - 13.1.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.
 - 13.1.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.
 - 13.1.4. The City may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract.
14. CHOICE OF LAW- This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.
15. ATTORNEY'S FEES- In the event either party to this Contract is required to retain legal counsel to enforce any of its rights under this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.
16. ACCESS TO PUBLIC RECORDS- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.
17. INSPECTION AND AUDIT- During the term of this Contract and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

18. **SEVERABILITY**- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
19. **WAIVER OF JURY TRIAL.** - The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.
20. **COUNTERPARTS**- This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
21. **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

For City:
City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 289-4102
Facsimile: (305) 289-4123

With a Copy to:
John R. Herin, Jr., Esq.
City Attorney
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

For Contractor:

Cottin Martre
PO BOX 430538
Big Pine Key FL 33043
305-872-8863

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

CITY OF MARATHON

By: Diane Clavie
City Clerk

By: [Signature]
Mayor

By: [Signature]
City Attorney

CONTRACTOR*

By: John Coffin

Signed, sealed and witnessed in the presence of:

As to Contractor:

By: Corps Seal Above

By: John Coffin

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

PHASE I
KAYAK DOCKS CANAL

140' PHASE III
BOARDWALK

PROPOSED PLAN
FOR
OCEAN FRONT PARK
CITY OF MARATHON

SUBMITTED BY
COFFIN MARINE SERVICES, INC
BIG PINE KEY, FL

EXACT SIZE AND LOCATIONS
OF TIKI COVERED PAVILIONS
TO BE FIELD DETERMINED IN
ORDER TO FIT IN EXISTING TREES
AND MANGROVE LOCATIONS
TOTALING 650 SQUARE FEET

PEA ROCK
& PARKING

HANDICAP
PARKING
18'X24'

ADA PARKING W/
CONCRETE PAD AND RAMP

OPTIONAL FEATURES
PHASE II OR III-REQUIRING
ADDITIONAL FUNDING

LIGHTHOUSE
STATUE

PEA ROCK

16' X 16'

8' X 10'

10'X10'

10'X10'

5'x10'

5'x5'

MANGROVE
NATURE TRAIL

NEW STAIR STEP
RIP RAP SHORELINE
PHASE II OR III

PHASE III

PAVILION-PHASE III

SHORELINE
BOARDWALK- PHASE III
5' X 50'

FISHING PAVILION WITH
EDUCATIONAL PLAQUES

PHASE II

SMALL PAVILION
FOR READING / MEDITATION

REPAIR NATURAL
RIP RAP SHORELINE

PAVILION WITH
WHEEL CHAIR
ACCESSIBLE PLATFORM

REPAIR NATURAL
RIP RAP SHORELINE

DOG
SWIMMING RAMP

NATURAL
RIP RAP SHORELINE

MANGROVE NATURE
TRAIL

SECTION 00600 -- Bonds

PAYMENT BOND - 00610

BY THIS BOND (the "Bond"), We as _____, called CONTRACTOR, and _____, hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal corporation, hereinafter called CITY, in the amount of _____ 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: Phase 2 Additions to Tiki Huts and Boardwalk at Ocean Front Park

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, 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 one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

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

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

By: _____
(Individual Principal)

(Witness)

Business Address

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

Business Name and Address

(Witness)

By: _____
Signature of Individual

WHEN A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)

Name and Address of Partnership

(Witness)

By: _____
(Partner)

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Corporate Seal)

(Corporate PRINCIPAL Name)

Business Address

Secretary

By: _____
President

ATTEST:

(Surety Seal)

(Corporate SURETY)

Business Address

(Secretary)

By: _____
(Surety)

Florida Resident Agent

ATTORNEY-IN-FACT

By: _____

Name _____
(Type)

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

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 execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

SECTION 00600
PERFORMANCE BOND - 00620

BY THIS BOND (the "Bond"), We as _____,
called CONTRACTOR, and _____,
hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal
corporation, hereinafter called CITY, in the amount of _____
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: Phase 2 Additions to Tiki Huts and Boardwalk at Ocean Front Park

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs said contract in accordance with its terms and conditions; 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, 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 applicable to common law bonds under Florida Statutes.

CITY

CITY OF MARATHON, FLORIDA

By: _____

The ____ day of _____, 20 ____.

AUTHENTICATION:

City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF THE
CITY OF MARATHON ONLY:

City Attorney

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

By: _____
(Individual Principal)

(Witness)

Business Address

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

Business Name and Address

(Witness)

By: _____
Signature of Individual

WHEN A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)

Name and Address of Partnership

(Witness)

(Partner)

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Corporate Seal)

(Type Corporate Principal Name)

Business Address

(Secretary)

By: _____
President

SURETY

ATTEST:

(Surety Seal)

(Type Corporate Surety Name)

Business Address

(Secretary)

By:
SURETY

By: _____
Florida Resident Agent

(Type Florida Resident's Name)

Florida Agent's Business Telephone Number

ATTORNEY-IN-FACT

By: _____

Name _____
(Type)

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 execution of Performance Bond on behalf of Surety.

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KAYAK DOCKS CANAL

140' PHASE III
BOARDWALK

PROPOSED PLAN
FOR
OCEAN FRONT PARK
CITY OF MARATHON

SUBMITTED BY
COFFIN MARINE SERVICES, INC
BIG PINE KEY, FL

EXACT SIZE AND LOCATIONS
OF TIKI COVERED PAVILIONS
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5' X 50'

FISHING PAVILION WITH
EDUCATIONAL PLAQUES

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REPAIR NATURAL
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PAVILION WITH
WHEEL CHAIR
ACCESSIBLE PLATFORM

REPAIR NATURAL
RIP RAP SHORELINE

DOG
SWIMMING RAMP

NATURAL
RIP RAP SHORELINE

MANGROVE NATURE
TRAIL

PEA ROCK PATH
TO PARKING

BOARDWALK



Specializing in Marine Salvage

PO. Box 430538 BIG PINE KEY, FL 33043 (305) 872-8863 FAX (305) 872-5613

December 1, 2012

City Clerk
City of Marathon
9805 Overseas Highway
Marathon, FL 33050

PROPOSAL Ref City of Marathon RFP Phase 2-2012/DL

Coffin Marine proposes to provide design, permitting and construction of board walks and tiki huts at Ocean Front Park, Marathon, according to the following schedule of values:

Basic bid package

Construct 4 piling supported thatch covered tiki structures with wooden decks and enough 5-foot wide, piling supported, handicapped accessible board walk and ramps to connect them as illustrated in Gold shading on the attached illustration. Thatch covered structures shall be 16 by 16-foot (quantity 1), 8 by 10-foot (quantity 1) and 10 by 10-foot (quantity 2). Boardwalk shall be supported on raised pilings. Tiki huts shall have braided line handrails in the style used for Phase 1 Kayak Dock. Scope of work includes design, engineering and environmental permitting. One handicap accessible parking slab and 5 gravel parking spaces, as well as one mangrove trail are included in this package, as described below. Coffin Marine will not be responsible for any required mitigation fees.

PROPOSED COST: \$75,000.00

Optional work (highlighted prices are indicated as a schedule of values)

It was not possible to fit our complete concept into the proposed budget. The following, optional work is offered at estimated contractor cost without profit. Coffin Marine will allow additions or substitutions for any element illustrated in Magenta on the attached illustration, specifically:

Gravel parking area, edged with 6 by 6-inch timbers, staked into the ground, with 2 truckloads of 57 rock spread and compacted, per attached illustration. \$3,000 (included in basic bid package)

Handicapped parking slab, concrete, with signage, paint detailing and concrete ramp to meet with boardwalk elevation, per attached illustration. \$5,472.00 (included in basic bid package)

Mangrove nature trail, heading west from the end of boardwalk with native mulch pathway leading to an opening in the mangrove slough. This includes one sign post and informational sign at trail's end. Scope of work includes removal of debris from outlook area and removal of compacted asphalt pile along trail. \$1,400.00 (included in basic bid package)

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Repair rip rap shoreline by consolidating and restacking existing rip rap in areas where construction of tiki's require storm surge protection. Scope of work includes installation of rip rap filter cloth. Labor only @ \$2,500.00 (some rock may be required)

Outlook #1, wheelchair accessible outlook platform measuring 5 by 10-feet, piling supported, per attached illustration. \$3,000.00

Outlook #2, with dog swim ramp, measuring 5 by 5-feet or as required for fit with shoreline with inclined ramp into water for pets only, includes signage. \$3,000.00



Specializing in Marine Salvage

S E R V I C E S Inc.

PO. Box 430538 BIG PINE KEY, FL. 33043 (305) 872-8863 FAX (305) 872-5613

February 11, 2013

City Clerk
City of Marathon
9805 Overseas Highway
Marathon FL 33050

TO WHOM IT MAY CONCERN: RESOLUTION

On This date, Feb 11, 2013, the Board of Directors of Coffin Marine Services Inc, consisting of Donna Coffin, President and John Coffin, Vice President have resolved to allow John Coffin to execute any and all documents with regard to Marathon Kayak Park, Phase 3, on Behalf of Coffin marine Services Inc.

Signed and sealed by Donna Coffin, President:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kelly White & Associates Insurance, LLC P.O. Box 6340 Jacksonville FL 32236-6340	CONTACT NAME: HOUSE	
	PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL ADDRESS:	
INSURED Coffin Marine Services, Inc. P.O. Box 436538 Big Pine Key FL 33043	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: FLL Insurance Co	
	INSURER B: Travelers Property & Casualty Company	
	INSURER C:	
	INSURER D: Zurich America	
	INSURER E: Water Quality Insurance Syndicate	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJ/INSURER (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		MRP0200000	09/23/2012	09/23/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Protection & Indemnity/Jones Act					PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> Salvors Liability					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMPROP AGG	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. LIMIT <input type="checkbox"/> LOC.						\$
B	AUTOMOBILE LIABILITY		BA4802R108	08/17/2012	08/17/2013	COMBINED SINGLE LIMIT (Per accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/>					\$	
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DED	RETENTION \$				\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC4686145-01	12/21/2012	12/21/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	Includes USLSH
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to NF)	Y/N				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Vessel Pollution		3927172	09/23/2012	09/23/2013	Per cc Schedule \$5,000,000	\$1,000,000/

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For: Kayak Park Phase 2
City of Marathon is additionally insured as their interest may appear

CERTIFICATE HOLDER City of Marathon 3805 Overseas Highway Marathon FL 33050	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



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February 11, 2013

City Clerk
City of Marathon
9805 Overseas Highway
Marathon FL 33050

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Signed and sealed by Donna Coffin, President:





Specializing in Marine Salvage

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December 1, 2012

City Clerk
City of Marathon
9805 Overseas Highway
Marathon, FL 33050

PROPOSAL Ref City of Marathon RFP Phase 2-2012/DL

Coffin Marine proposes to provide design, permitting and construction of board walks and tiki huts at Ocean Front Park, Marathon, according to the following schedule of values:

Basic bid package

Construct 4 piling supported thatch covered tiki structures with wooden decks and enough 5-foot wide, piling supported, handicapped accessible board walk and ramps to connect them as illustrated in Gold shading on the attached illustration. Thatch covered structures shall be 16 by 16-foot (quantity 1), 8 by 10-foot (quantity 1) and 10 by 10-foot (quantity 2). Boardwalk shall be supported on raised pilings. Tiki huts shall have braided line handrails in the style used for Phase 1 Kayak Dock. Scope of work includes design, engineering and environmental permitting. One handicap accessible parking slab and 5 gravel parking spaces, as well as one mangrove trail are included in this package, as described below. Coffin Marine will not be responsible for any required mitigation fees.

PROPOSED COST: \$75,000.00

Optional work (highlighted prices are indicated as a schedule of values)

It was not possible to fit our complete concept into the proposed budget. The following, optional work is offered at estimated contractor cost without profit. Coffin Marine will allow additions or substitutions for any element illustrated in Magenta on the attached illustration, specifically:

Gravel parking area, edged with 6 by 6-inch timbers, staked into the ground, with 2 truckloads of 57 rock spread and compacted, per attached illustration. \$3,000 (included in basic bid package)

Handicapped parking slab, concrete, with signage, paint detailing and concrete ramp to meet with boardwalk elevation, per attached illustration. \$5,472.00 (included in basic bid package)

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