

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2019-119**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A THIRD AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF MARATHON AND SEAMAR DIVERS, LLC FOR CLEANING AND INSPECTION OF THE MOORINGS INSTALLED IN BOOT KEY HARBOR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; EXPENDING BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in 2015, the City of Marathon (the “City”) published an Invitation to Bid for the cleaning and inspection of the 226 moorings installed in the Boot Key Harbor Mooring Field (the “Project”); and

**WHEREAS**, the moorings are managed by the City and require cleaning and inspections to insure their functional integrity and safety; and

**WHEREAS**, it was determined that the bid received from Seamar Divers, LLC (the “Contractor”), in the amount of \$55,296.00, was the lowest responsive and responsible bid for the Project; and

**WHEREAS**, on the 9<sup>th</sup> day of July, 2015, the parties executed a Contract (the “Contract”) with a term of two (2) years at an annual rate of \$27,648.00; and

**WHEREAS**, in November, 2017, the parties executed the First Amendment to the Contract, extending the Term until December 31, 2018; and

**WHEREAS**, on the 8<sup>th</sup> day of January, 2019, the parties executed the Second Amendment to the Contract, extending the Term until December, 31, 2019 and deleting Section 1.15 of the Contract and adding a new Section 1.15 in its place; and

**WHEREAS**, the Third Amendment to the Contract extends the contract to December 31, 2020, and increases the total contract amount to \$138,240.00, allowing the Parties to continue the contract at the annual rate of \$27,648.00; and

**WHEREAS**, the City Council finds that approving the Third Amendment to the Contract 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 Third Amendment to the contract agreement between the City and the Contractor, attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to sign the amendment 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 10<sup>th</sup> DAY OF DECEMBER, 2019.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Steven Cook, Mayor**


AYES: Bartus, Gonzalez, Senmartin, Zieg, Cook  
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

**EXHIBIT "A"**  
**THIRD AMENDMENT**  
**TO CONTRACT BETWEEN THE CITY OF MARATHON, FLORIDA**  
**AND SEAMAR DIVERS, LLC**

This Third Amendment to the Contract is made and entered into this 14<sup>th</sup> day of December, 2019, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida ("City") and Seamar Divers, LLC ("Contractor").

In consideration of the mutual covenants set forth in this Third Amendment, the parties agree as follows:<sup>1</sup>

**Section 1.** The contract between the City and Contractor shall remain at an annual amount not to exceed \$27,648.00. The total contract amount is amended to an amount not to exceed \$138,240.00.

**Section 2.** **Amendment to Section 1.3 of the Contract.** The parties hereby amend Section 1.3 of the Contract to read as follows:

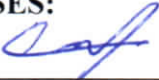
**1.3 Term** – This agreement shall be effective January 1, 2016 and shall continue until December 31, ~~2019~~ 2020.

**[SIGNATURES ON FOLLOWING PAGE]**


<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 July 9, 2015 remain in full force and effect.

**WITNESSES:**


  
\_\_\_\_\_  
Print Name: Alexis Rojas

**SEAMAR DIVERS, LLC.**

By:   
\_\_\_\_\_  
Print Name: Eloy Anaya

  
\_\_\_\_\_  
Print Name: Pavel Morozin

**THE CITY OF MARATHON, FLORIDA**

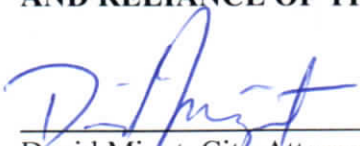
  
\_\_\_\_\_  
Charles Lindsey, City Manager

**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:**

  
\_\_\_\_\_  
David Migut, City Attorney

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