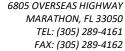
COUNCIL AGENDA STATEMENT

Meeting Date:	November 18, 2025	á	STATE OF THE STATE	The same of the sa
To:	Honorable Mayor and Council Member	'S		THONE
From:	Dan Saus, Utility Director		SALAN (S ENTINA)	
Through:	George Garrett, City Manager			
\$2,454,750.00; A	Resolution 2025-107 Authorizing a connum Main Project to Coral Construction Computation The City Manager To Enterpriating And Expending Budgeted Funds; An	oany, In An A Into Agree	amount No ments In	t To Exceed Connection
BACKGROUND	& JUSTIFICATION:			
bid on DemandSt September 4, 202 documentation, an were the lowest bi	ast year to move forward with a Class 1 Detar on July 22, 2025, as ITB-2025-12-0-25. The city's engineers and city staff having recommend the contract be awarded to Contidder of those that were deemed responsive commendation of award letter. The contract is	2025/LF. Be reviewed a oral Construction and responsi	ids were all the bids tion Complete. See I	received on s, associated pany as they Exhibit 1 for
CONSISTENCY (CHECKLIST:		Yes	No
 Comprehensive Other –Sewer N 				_
	26 Budget includes appropriations of \$7,50 pp Well, Transmission Lines and Pumping St			construction
RECOMMENDA'	TION·			

Approve Resolution







MEMORANDUM

To: Dan Saus, Utilities Director

From: Steve Suggs, P.E. Date: October 13th, 2025

Re: Recommendation of Award – Deep Injection Well Phase IIIA Transmission Main Project

The City of Marathon published an Invitation to Bid (ITB) for construction of the Deep Injection Well Phase IIIA Transmission Main Project. The project includes installation of approximately 5,010 linear feet of 16" DR11 HDPE piping via directional drilling, with associated valves and fittings, from the south side of the Robert H. Dopps Bridge on Coco Plum Drive to the Area 6 Wastewater Treatment Plant (WWTP) in Marathon, FL.

Four bids were received and evaluated for responsiveness and responsibility in accordance with the ITB. Of these, three met the criteria. A summary of the responsive and responsible bids is provided below:

Bidder	Bid Price	Responsive/ Responsible	Notes
Coral Construction Company	\$2,454,750.00	Yes	Responsive and qualified.
DBE Utility Services	\$3,459,906.00	Yes	Responsive and qualified.
Belle Construction Services	\$4,793,528.00	Yes	Responsive and qualified.

Based on the proposal price and the documents provided, it is recommended that the City of Marathon award the contract for the Deep Injecion Well Phase IIIA Transmission Main Project to **Coral Construction Company** in the amount of **§2,454,750.00** as the lowest responsive and responsible bidder. This recommendation is contingent upon receipt and approval of all required bonds, insurance certificates, and execution of contract documents. Attached to this memorandum is a more detailed breakdown of the proposal.

Sponsored by: Garrett

CITY OF MARATHON, FLORIDA RESOLUTION 2025-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT WITH CORAL CONSTRUCTION COMPANY FOR CONSTRUCTION OF THE DEEP INJECTION WELL PHASE IIIA TRANSMISSION MAIN PROJECT IN AN AMOUNT NOT TO EXCEED \$2,454,750.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city wishes to move forward with the construction of the Deep Injection Well Phase IIIA Transmission Main Project.

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 City Council hereby authorizes the City Manager to approve the contract and expend budgeted funds on behalf of the City to Coral Construction Company for the construction of the Deep Injection Well Phase IIIA Transmission Main Project in an amount not to exceed \$2,454,750.00.
 - **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 18^{th} DAY OF NOVEMBER 2025.

	THE CITY OF MARATHON, FLORID)A
	Mayor	
AYES:		
NOES:		
ABSENT:		
ABSTAIN:		

ATTEST:
Diane Clavier, City Clerk
(City Seal)
APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:
Steve Williams, City Attorney

"EXHIBIT 2" SECTION 00500

CONSTRUCTION CONTRACT

This Contract (the "Contract") is d	ated as of the	aay of	20 by and
between the City of Marathon (her	einafter called the "C	CITY") and	
(hereinafter called "CONTRACTO		, <u> </u>	
(incrematici canea Colvinatere	in flocated at.		

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the plans, Contract Documents and detailed in **Exhibit "A**." The Work is generally described as the following: Phase IIIA DIW transmission main installation. Provide and install approximately 5010 feet of 16" HDPE DR11 piping via HDD. Includes 5 plug valves, and restoration of disturbed areas. For further detail see Construction Drawings.

ARTICLE 2. CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER

- 2.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Dan Saus, Utility Director, 9805 Overseas Highway, Marathon Florida 33050.
- 2.2 The CITY'S ENGINEER OF RECORD referred to in any of the Contract Documents designated herein is The Weiler Engineering Corporation

ARTICLE 3. TERM

- 3.1 Contract Term. The Work shall be substantially completed within Two Hundred and Thirty (230) calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and fully completed and ready for final payment in accordance with the Contract Document within Three Hundred Sixty-Five (365) calendar days after the date specified in the Notice to Proceed ("Final Completion").
- 3.2 Contract Time. The Contract Term shall not commence until the CITY issues to CONTRACTOR a Notice to Proceed and the term of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 00700 General Conditions, Article 14, Payments to Contractor and Completion.

- 3.3 Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in Section 00700 General Conditions, Article 12, Contractor's General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.
- Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence 3.4 in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by CITY if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages to compensate the City and not as a penalty for delay or as an incentive to complete on time, CONTRACTOR shall pay CITY (\$1000.00) for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Substantial Completion, if CONTRACTOR fails to fully complete the Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY (\$1000.00) for each calendar day that expires after the time specified in Section 3.1 for full completion and readiness for final payment. Contractor agrees that the liquidated damage amounts specified in the Contract Documents bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City's reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the work is not substantially completed on time and/or fully completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.
- 3.5 Should the Substantial Completion and/or Full/Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the CITY including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.
- 3.6 Monies due to the CITY under Sections 3.4 and 3.5 shall be deducted from any monies due the CONTRACTOR, or if no money is due or the amount due is insufficient to cover the amount charged, the CONTRACTOR shall be liable for said amount.

ARTICLE 4. CONTRACT PRICE

- 4.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article.
- 4.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the Unit Price Bid Form attached hereto as **Exhibit "B."** Estimated quantities, as listed in the bid form, are provided to assist the contractor, and determination of actual quantities and classification are to be verified by CONTRACTOR prior to submittal of the bid as provided in the Contract Documents.
- 4.2 The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

ARTICLE 5. PAYMENT PROCEDURES

- 5.1 CONTRACTOR shall submit Applications for Payment in accordance with Section 00700 General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by CITY as provided in the General Conditions.
- 5.2 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.
- 5.2.1 No progress payment shall be made until CONTRACTOR delivers to the CITY certified copies of the performance bond and payment bond establishing that the bonds have been recorded with the county clerk, complete original partial releases of all liens, bond claims, and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien, bond claim, or claim could be filed for work completed to date.
- 5.2.2 No progress payment shall be made until CONTRACTOR delivers to CITY complete original partial releases and waivers of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating receipt of partial payment due each for work performed since last progress payment. The partial release shall be accompanied by an affidavit stating that, so far as CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for work completed to date. The form of the partial release and waiver of lien and affidavit specified herein shall be approved by the CITY.
 - 5.3 The CONTRACTOR agrees that five percent (5%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment

until Final Payment, as defined in Section 00700 - General Conditions, Article 14, Payments to Contractor and Completion.

- 5.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.
- 5.4 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.
- 5.5 The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the City complete original final releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR may, if any Subcontractor, materialmen, supplier, or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to City to defend and indemnify City and any other property owner, person or entity City may be required to indemnify against any lien or claim.

ARTICLE 6. INSURANCE/INDEMNIFICATION.

- 6.1 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 in the General Conditions of the Contract Documents.
- 6.2 Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, their officials, agents, employees, and volunteers from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract and as set forth in General Conditions of the Contract Documents.
- 6.3 This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work. Contractor shall abide with all conditions in attached Attachment A
- 7.4 CONTRACTOR has made, or caused to be made, examinations, investigations, tests, or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to subsurface conditions or underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.7 The CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 7.8 The CONTRACTOR warrants the following:
- 7.8.1 Equal Employment: During the performance of this contract, the CONTRACTOR agrees as follows:
 - a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms

- of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- d. In the event of the CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7.8.2 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.
- 7.8.3 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to declare contractor in default, and/or annul this Contract without liability or, in its discretion, to deduct from the

Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

- 7.8.4 Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.
- 7.8.5 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Document 00200, Section 7.5, of the Instructions to Bidders.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:
 - 8.1.1 Change Orders.
 - 8.1.2 Field Orders.
 - 8.1.3 Contract for Construction.
 - 8.1.4 Exhibits to this Contract.
 - 8.1.5 General Conditions.
 - 8.1.6 Any federal, state, county or city permits for the Project.
 - 8.1.7 Specifications bearing the title: Specifications Deep Injection Well Phase IIIA Transmission Main Project
- 8.1.8 Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles: Phase 3A Deep Injection Well Transmission Main Project
- 8.1.9 Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed, and all other provisions and sections of the Bid Documents.
- 8.1.10 Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
- 8.1.11 The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.1.12 There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

- 8.1.13 The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.
- 8.1.14 The General Conditions discuss the bond and surety requirements of the CITY. This Contract requires the CONTRACTOR to provide payment and performance bonds, unless stated otherwise in Section 255.05, Florida Statutes. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this Contract which are defined in Article 1 of the General Conditions, Section 00700, will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders, Section 00200, also apply to this Contract.
- 9.2 Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.
- 9.5 Remedies. If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, liquidated damages specified in Article 3.4, actual damages, and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply. A default by CONTRACTOR under any contract with the CITY will be a default under all contracts with the CITY. The CITY may apply the proceeds from any contract between CONTRACTOR and the CITY to satisfy amounts owed by the CONTRACTOR to the CITY under any other contract.
- 9.6 Access to Public Records. The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes.
- 9.6.1 All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Consultant providing services to the City under this

Agreement shall be the property of the City. The Records are not intended or represented to be suitable for use, partial use, or reuse by the City or others on extensions of this project or on any other project. Any such use, reuse, or modifications made by the City to any of Consultant's Records will be at City's sole risk and without liability to Consultant, and City shall, to the extent allowable by Florida law, and subject to Section 768.28, Florida Statute, and all monetary limits listed therein, indemnify, defend and hold Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

- 9.6.2 The "CONTRACTOR" as defined by Section 119.0701(1)(a), Florida Statutes, shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - a. Keep and maintain public records required by the City to perform the service.
 - b. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes 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 for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the City.
 - d. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- 9.6.3 "Public Records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.
- 9.6.4 Should the CONTRACTOR assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.
- 9.6.5 The CONTRACTOR consents to the City's enforcement of the CONTRACTOR's Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the CONTRACTOR shall pay all court costs and reasonable

attorney's fees incurred by the City.

- 9.6.6 The CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the CONTRACTOR shall be grounds for immediate unilateral cancellation of this Agreement by the City.
- 9.6.7 If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR's duty to provide public records relating to this contract, contact the Custodian of Public Records, Diane Clavier, at 305-289-5020, clavierd@ci.marathon.fl.us, or 9805 Overseas Hwy, Marathon, Florida 33050.
- 9.7 Inspection and Audit. During the term of this Contract and for five (5) years from the date of final completion or 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 an 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.
- 9.8 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.
- 9.9 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 CONTRACTOR:	
-		
FOR CITY:	City of Marathon	
	9805 Overseas Highway Marathon, Florida 33050	
	ATTN: City Manager	
WITH COPY TO:		
	City Attorney	
	9805 Overseas Highway	
	Marathon, Florida 33050	

Phone: 305-289-4103 Fax: 305-289-4123

- 9.10 WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be Monroe County, Florida.
- 9.11 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.
- 9.12 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form as provided by the City.

same.		gh its, duly authorized to execute
		CONTRACTOR
WITNESS		
	By:	
By:	_	
D.,		
(Signature and Title) (Corporate Seal)		
(Type Name/Title signed above)	_	
day of, 20		
		CITY
ATTEST		CITY OF MARATHON, FLORIDA
City Clerk		City Manager
day of, 20		
APPROVED AS TO FORM AND LEGAL AND BENEFIT OF THE CITY OF MAR		
By:		
-		

(*) 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 on its behalf.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I,	certify	that	I	am	the
	City of Mar	athon, Mon of said C	roe Cour Corporati	_ and nty, Floric on with 1	unat la for full
Signed and sealed this day of	_, 20				
(SEAL)Signature					
Typed w/Title					
STATE OF FLORIDA COUNTY OF					
SWORN TO AND SUBSCRIBED before me this	day of		,	20	
My Commission Expires:					
Notary Public					

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I,							, cei	rtify	that I	am	the					
									Monroe		and	Florida	, for	the		titled
the aut	hority	y to s	ign pa	yme	nt req	ues	ts on be	half	of the Co	orpoi	ation	•		Ü	1	
								_								
	(Sign	natur	e)		(Ty	pec	d Name	w/Ti	itle)							
	(Sign	natur	e)		(Ty	pec	l Name	_ w/Ti	itle)							
	(Sign	natur	e)		(Ty	pec	d Name	_ w/Ti	itle)							
Signed	and	seale	d this		_ day	of_				20	_ .					
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	SWC)RN	TO A	ND S	SUBS	CR	IBED be	efore	e me this		day o	f				20
My Co	mmis	ssion	Expire	es:												
Notary	Publ	ic														







To: Dan Saus, Utilities Director

From: Steve Suggs, P.E. Date: October 6th, 2025

Re: Recommendation of Award – Deep Injection Well Phase IIIA Transmission Main Project

The City of Marathon published an Invitation to Bid (ITB) for construction of the Deep Injection Well Phase IIIA Transmission Main Project. The project includes installation of approximately 5,010 linear feet of 16" DR11 HDPE piping via directional drilling, with associated valves and fittings, from the south side of the Robert H. Dopps Bridge on Coco Plum Drive to the Area 6 Wastewater Treatment Plant (WWTP) in Marathon, FL.

Four bids were received and reviewed for responsiveness and responsibility based on the criteria outlined in the ITB. The bid prices and a summary of qualifications are presented below:

Bidder	Bid Price	Responsive/ Responsible	Notes
Florida Keys Electric, Inc.	\$1,343,669.15	No	Inadequate experience and failure to disclose active/past legal cases.
Coral Construction Company	\$2,454,750.00	Yes	Responsive and qualified.
DBE Utility Services	\$3,459,906.00	Yes	Responsive and qualified.
Belle Construction Services	\$4,793,528.00	Yes	Responsive and qualified.

Based on the proposal price and the documents provided, it is recommended that the City of Marathon award the contract for the Deep Injecion Well Phase IIIA Transmission Main Project to **Coral Construction Company** in the amount of **\$2,454,750.00** as the lowest responsive and responsible bidder. This recommendation is contingent upon receipt and approval of all required bonds, insurance certificates, and execution of contract documents. Attached to this memorandum is a more detailed breakdown of the proposal.

SECTION 00300 BID FORM

BID F	ROM:								
Comp	any:	Coral Constru	ction Company		<u> </u>				
Addre	ess:		347 Aviation Blvd Marathon, FL 33050						
Phone	e/ Fax:	(305) 394-074	47						
	accord	ance with the C		r construc	nd labor and to perform all work in ction of: <u>Deep Injection Well Phase II</u> FHON, Florida.	<u>IA</u>			
	To:	CITY OF MAI ATTN: CITY 9805 Oversea Marathon, Flo	CLERK s Highway						
1.01	with C as spe- indicat Docum the sit	ITY in substancified or indiced in this Bidnents. The bidden, and unders	itially the form include ated in the Bidding and in accordance where also acknowledge	led in the Documer th the otes that the	Bid is accepted, to enter into an Agree Bidding Documents to perform all ints for the prices and within the ther terms and conditions of the Bidy have examined all bidding documents bid he waives all rights to please	Work times dding nents,			
2.01	Bidder Bid wi	s, including wi Il remain subje	thout limitation those ect to acceptance for 1	e dealing 120 days	the Invitation to Bid and Instruction with the disposition of Bid security after the Bid opening, or for such leads to pon request of CITY.	. The			
3.01	In subt	nitting this Bid	, Bidder represents, a	s set forth	in the Agreement, that:				
	A.	data identified			the Bidding Documents, the other rend the following Addenda, receipt of				
			Addendum No.		Addendum Date				
			1 2		8/18/2025 8/27/2025				

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all documents as applicable: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, and (2) reports and drawings of a Hazardous Environmental Condition, if any.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. Bidder has given CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CITY.

- 5.01 Bidder's Information:
 - The BIDDER states that he is an experienced CONTRACTOR and has completed similar projects within the last five years. This information has been provided on Document 00301, Contractor's Qualifications Statement.
- 6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the Contract Documents on or before the dates or within the number of calendar days indicated in the Contract. If the Bidder does not agree with the construction time allocated in the Agreement, the bidder should not submit a bid.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Contract Documents.
- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security in the form of Bid Bond or Cashiers' Check;
 - B. Contractor's Qualifications Statement containing a tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid;
 - C. FDOT form #375-030-33 Certification of Lobbying Disclosure
 - D. Signed Trench Safety Act document
 - E. O.S.H.A. Standards Acknowledgement
 - F. FDOT form #375-030-32 Certificate of Suspension & Debarment
 - G. Copy of the contractor license(s)/state certification(s)/local registration(s) required to perform the Work (if any),
 - H. Evidence of Insurability
 - I. Addenda Acknowledgement
 - J. A Corporate Resolution evidencing authorization to submit the bid (if applicable)
 - K. Signed E-Verify System Participation document
- 8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Unless otherwise noted, this is a Lump Sum contract. Quantities herein are provided for the use and convenience of the Contractor. Contractor shall verify the quantities and adjust if deemed necessary. All work, labor, and materials needed to complete the work, whether specifically detailed in an item listed below, or incidental to construction, shall be included in the lump sum cost provided in this bid. There shall be no additional compensation for quantities required to complete the work, unless the scope of work is changed by a Change Order.

BID RESPONSE FORM

Item No.	Bid Item No./Description	Units	Qty	Unit Price	Extended Price		
1	Mobilization/Demobilization (not to exceed 5%)	LS	1	120,000	120,000		
2	Bonds & Insurance (not to exceed 2.5%)	LS	1	60,000	60,000		
3	Maintenance of Traffic	LS	1	75,000	75,000		
4	Erosion Control/BMPs	LS	1	50,000	50,000		
5	Provide & Install 16" DR11 HDPE Transmission Main Piping via HDD	LF	5,010	265	1,327,650		
6	Furnish and Install 16" Plug Valves	EA	3	100,000	300,000		
7	Furnish and Install Asphalt Restoration	SY	1540	200	308,000		
8	Thermoplastic Striping	LS	11	50,000	50,000		
9	Concrete Curb Restoration	LF	330	50	16,500		
10	Sidewalk Restoration	SY	488	200	97,600		
11	As-built Survey (signed & sealed by surveyor/engineer)	LS	1	50,000	50,000		
	TOTAL LUMP SUM BID (Total of Above Items)						

TOTAL BID two million four hundred fifty-four thousand seven hundred fifty Dollars (insert price using words)

1.	Bidder will complete the work in accordance with the Contract Documents for the Total Base Bid itemized above.
SUBM	MITTED on September 4 , 20 25
State (Contractor License No. CBC 1264279 (If applicable.)

If Bidder is:

An Individual

			ZOTELL TO
-	By:	(Individual's Signature)	(SEAL)
	Doing husiness as:		
	Business address:		
:	Phone No.:	FAX No.:	
A Parti	<u>iership</u>		
	Partnership Name:		(SEAL)
	By:		
	(Signature of general pe	partner attach evidence of autho	ority to sign)
	Name (typed or printed): Business address:		
:	Phone No.:	FAX No.:	
A Corp	<u>oration</u>	÷	
	Corporation Name: <u>Coral Cor</u> State of Incorporation: <u>Florida</u>	nstruction Company	(SEAL)
	Type (General Business, Profess	sional, Service, Limited Liability)	: S- Corp
	By: My (Signature -	attach evidence of authority to sig	
	(Dignature t	anaen eviaence of aumorny to sig	
Name (typed or printed): Chelsea Lyon	ns	<u> </u>
	Title: President		(CORPORATE SEAL)
	Attest		
	(Signa	uture of Corporate Secretary)	
	Business address: 347 Aviation Bl Marathon, FL 33050	lvd	

End of Section

SECTION 0300A CONTRACTOR'S BID DOCUMENT CHECKLIST

To help ensure that all forms are completed and submitted, Bidders are instructed to initial this form as each required submittal is completed. Please assemble your bid response in the order listed below, with this form placed on the top of the response package.

		Initial
1)	Bid Form – filled out completely including: - Addenda acknowledgements	CL
	All pricingProperly signed and sealed	
2)	Contractor's Qualifications Statement - signed and notarized	CL
3)	Bid Security - bid bond, or eashier's check signed and sealed	CL
4)	FDOT Form # 375-030-33 Certification of Lobbying Disclosure	CL
5)	Trench Safety Form (Form 0300B) signed and witnessed	CL
6)	Acknowledgement of Conformance with O.S.H.A. Standards - Signed and witnessed	CL
7)	FDOT Form # 375-030-32 Certificate of Suspension and Debarment	CL
8)	Evidence of Insurability	CL
9)	Copy of the contractor license(s)/state certification(s)/local registration(s) required to perform the Work (if any)	CL
10)	Corporate Resolution evidencing authorization to submit the bid (if applicable)	CL
11)	Section 00810 Supplementary Conditions Section 3 Forms:	CL
·	• Form 1 – Section 3 Assessment and Certifications	CL
	 Form 2 – Subcontractor Information, Version (1, 2, 3) 	CL
	• Form 3 – List of Permanent Employees, Version (1, 2)	CL
	 Form 4 – Documentation of Qualitative Efforts 	CL
	• Form 5 – Section 3 Contract Clause	CL
12)	Signed E-Verify System Participation document	CL

END OF SECTION

SECTION 0300B TRENCH SAFETY FORM

This form must be completed and signed by the Bidder.

Method of Compliance

Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et seq, Fla. Stat. which became effective October 1, 1990, shall be in effect during the period of construction of the Project. The Bidder by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Bidder acknowledges that this cost is included in the applicable items of the Bid and in the Total Base

The Bidder is, and the CITY and ENGINEER are not, responsible to review or assess Bidder's safety

Bid. Failure to complete the above may result in the bid being declared non-responsive.

Total: \$ ___1,000

Cost

precautions, programs of costs, of the means reasonableness of cost, sequences of procedures of but not limited to, compliance with any and all requas the "Trench Safety Act". Bidder is, and the determine, if any safety or safety related standards the "Trench Safety Act".	any safety precaution, program or cost, including airements of Section 553.60 et. seq., Fla. Stat. cited CITY and ENGINEER are not, responsible to
Attly Witness Signature	Bidder's Signature Chelsea Lyons
Witness Signature	Printed Name
	President
	Title
9/3/2025	9/3/2025
Date	Date

END OF SECTION

SECTION 00301 SUPPLEMENT TO BID FORM CONTRACTOR'S QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1.	Please describe your company in detail.
	General and marine construction company based in Marathon for 57 years.
	We have completed every project we started and have completed numerous projects
	for various government agencies.
2.	The address of the principal place of business is:
347 A	Aviation Blvd, Marathon, FL 33050
3.	Company telephone number, fax number and e-mail addresses:
(305)	394-0747
office	@coralconstructioncompany.com
	•
4.	Number of employees:
6	
5.	Number of employees assigned to this project:
6	

6. 20-043	Company Identification numbers for the Internal Revenue Service: 4312
7.	Provide Monroe County Occupational License Number, if applicable, and expiration date:
8.	How many years has your organization been in business performing, as a substantial portion of its business, the types of work described in the Bidding Documents? Does your organization have a specialty and, if so, what is it?
57 ye	ears
9.	What is the most recent project of this nature or magnitude that you have completed? Please provide project description, contract/project number, owner's contact information, reference, and final contract price.
Built	7 homes with all utilities on new road built for 7 homes in Grassy Key.
Cont	act- FDEP - James Post - james.post@floridadep.gov
Contr	act price - \$5,000,000
10.	Have you ever completed a public works project in Monroe County, Florida? If so, please provide project description, contract/project number, and final contract price.
Yes -	Harbor Boat Ramp, Sombrero Beach Dumpster Enclosure
Pine (Channel Park - \$2,400,000
Final	Mile Bike Facilities - \$1,000,000
11.	Have you ever failed to complete any work awarded to you? If so, provide the reason, project description, contract/project number, owner's contact information and reference.
No	

12. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work similar to the Work described in the Bidding Documents:

<u>12.1</u>

Project Name	Mitchell Property Residences
Contact Person	James Post
Address	Grassy Key
Telephone No.	james.post@floridadep.gov

12.2

Project Name	Pine Channel Park
Contact Person	Steven Sanders
Address	Big Pine
Telephone No.	305-295-4338

12.3

Project Name	Boat House Marina
Contact Person	Michelle Koby
Address	Marathon
Telephone No.	305-849-1142

13. List the following information concerning all contracts in progress as of the date of submission of this bid. (In event of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Value	Contract Completion Date	% of Completion to Date
Snider	Tim Snider	80,0000	9/5/2025	95

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(Continue list on insert sheet, if necessary.)

14. Has the Bidder or its representative inspected the proposed project site and does the Bidder have a complete plan for its performance?

yes

15. Provide a list of subcontractor(s) and suppliers you intend to utilize on the Project that will provide more than 10% of the value of your Total Base Bid.

	The state of your Total Bullo Ball.		
Subcontractors/Supplier Name	Address	Work to be Performed	
ITG	2570 S. Park Rd, Hallandale Beach	n, FL Directional boring	
W4 AA			

The foregoing list of subcontractor(s)/suppliers may not be amended after award of the contract without the prior written approval of the City Manager.

16.	What equipment do you own that is available for the Work?
Exca	vator, skid steer, dumpsters
<u> </u>	
17.	What equipment will you purchase for the proposed Work?
Market Ma	
18.	What equipment will you rent for the proposed Work?
Profession and the	
19.	State the names of your proposed project manager and superintendent and Certified Maintenance of Traffic Supervisor (if work is being performed in right-of-way), give details of his or her qualifications and experience in managing similar work.
Evan	Lyons - Project Manager and Maintenance of Traffice Supervisor
Evan	is certified in FDOT MOT and has completed MOT for our FDOT LAP project
"Final	Mile" where we installed bus and biking facilities throughout the Keys, working in the right-of way
l ub it 	

20.	indicating, at a minimum, annual revenues and net income/loss for the past three years.		
21.	Provide names, addresses and telephone numbers of at least three vendor credit and bank references or lines of credit.		
Marat	hon Lumber 305-289-9663		
Decks	& Docks - 305-902-3325		
Sunbe	elt Rentals - 305-743-6000		
22.	The correct name of the Bidder is:		
Coral	Construction Company		
,			

23.	The business is a (Sole Proprietorship) (Partnership) (Corporation).		
S-Cor	р		
A			
	·		

24.	The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
Chelse	ea Lyons
25.	Identify all lawsuits and/or arbitrations commenced within the five years preceding the date of your Bid for the Work in which you were/are a named party. You need not list workers compensation claims or personal injury claims for which you have insurance coverage. For all matters listed, provide the full names of the named parties, the jurisdiction where the matter is pending, and the case number.
Coral	Construction, Meridian Engineering, Seapointe Condo Association
Monro	pe County - 24-CA-001239-M

STATE OF FLORIDA COUNTY OF Monroe

The foregoing instrument was swo	orn to before me this 3rd day of September , 2025, b
Chelsea Lyons wh	o is personally known to me or who has produce
as identificati	ion and who did/did not take an oath.
WITNESS my hand and offic	cial seal, this 3rd day of September , 2025.
	(NOTARY SEAL)
a-lu	Chilly
fleo puer	(Signature of person taking oath)
	Chelsea Lyons
JESSICA COOPER	(Name of officer taking oath)
Notary Public - State of Florida Commission # HH 619945 My Comm. Expires Dec 14, 2028 Bonded through National Notary Assn.	typed, printed, or stamped
	President
	(Title or rank)
	(Serial number if any)

END OF SECTION

BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

Coral Construction Company

SURETY:

Nationwide Mutual Insurance Company

OWNER: City of Marathon

9805 Overseas Highway, Marathon, Florida 33050

BOND AMOUNT: Five Percent of Bid Amount

PROJECT:

Deep Injection Well Phase IIIA Transmission Main Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof: or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this	4 day of September, 2025	5	
Aftome.		Coral Construction Company	70 N (1)
~ MWHCH		- (Frincipal)	(Seal)
(Witness)		*	
12.00		[1111C]	
AAM		(Surehi)	e Company SEAL :
	THE RESERVE THE PROPERTY OF TH		Cham o
(Witness)		/r- A. Karine I Sprague	Mtorney-in-Fact
		(IIII)	

KNOW ALL MEN BY THESE PRESENTS THAT!

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint CRYSTAL MICHELE POUNDERS, KARIN I SPRAGUE; KELLY MICHELE WHITE,

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021;

Antonio C. Albanese, Vice President of Nationwide Mutual insurance Company

STATE OF NEW YORK COUNTY OF NEW YORK; ss

On this 20th day of August, 2021, before me came the above-nemed officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company,

ACKNOWLEDGMENT

Stuphenia Rubino McArthur Notary Public, State of New York Qualified in New York County nmission Explas October 19, 2024 Scylanie Rulino Methe

CERTIFICATE

I, Leura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company, that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duty elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect,

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this _____day of September 2015

Laura B. Guy

Assistant Secretary

BDJ 1(08-21)00

"Excellence in Engineering"



6805 Overseas Highway Marathon, Florida 33050 (305) 289-4161 ph (305) 289-4162 fax

ADDENDUM NO. 1

Issue Date: August 18th, 2025

Project Name: City of Marathon Phase IIIA Deep Injection Well Transmission Main Project

Notice to All Bidders:

The following information contained within this addendum is part of the contact documents and is binding. Any clarifications, additional information, and changes in scope presented in this addendum shall amend, where noted, previous parts or requirements of the bid documents which are dated prior to the issuance of this addendum.

Prospective Bidders shall acknowledge this addendum by including a signed copy of this page with their bid packages in order to be considered responsive and responsible.

Amanda Haire, Weiler Engineering, Project Administrator				
Name				
/ / PROOF OF RECEIPT				
Chiffy_				
Chelsea Lyons				
Coral Construction Company				
9/3/2025				

"Excellence in Engineering"



6805 Overseas Highway Marathon, Florida 33050 (305) 289-4161 ph (305) 289-4162 fax

ADDENDUM NO. 2

Issue Date: August 27th, 2025

Project Name: City of Marathon Phase IIIA Deep Injection Well Transmission Main Project

Notice to All Bidders:

The following information contained within this addendum is part of the contact documents and is binding. Any clarifications, additional information, and changes in scope presented in this addendum shall amend, where noted, previous parts or requirements of the bid documents which are dated prior to the issuance of this addendum.

Prospective Bidders shall acknowledge this addendum by including a signed copy of this page with their bid packages in order to be considered responsive and responsible.

Issued By:	Amanda Haire, Weiler Engineering, Project Administrator				
	Name				
	PROOF OF RECEIPT				
Recipient Signature:	Chilly				
Print Name:	Chelsea Eyons				
Company:	Coral Construction Company				
Date:	9/3/2025				

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:	
By: Chelsea Lyons	Date: 9/3/2025
Authorized Signature: Chaffy	
Title: President	

SECTION 00650 ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO: THE CITY OF MARATHON

We, Coral Construction Company	, hereby acknowledge and agree that as the
Contractor for the construction of the Deep Injectio	n Well Phase IIIA Transmission Main Project, that
we have the sole responsibility for compliance w	
Safety and Health Act of 1970, and all State and I	
indemnify and hold harmless the CITY, its officers	
or loss the CITY, its officers and employees may in	neur due to failure to comply with such act.
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A CONTRACTOR	- VW Proj
ATTEST	CONTRACTOR
$MMM \wedge MM$	
J 0 9 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	By: Chelsea Lyons
ATTEST	By: Officiaca Lyona
Allega	Title: President
	THE.
9/3/2025	
DATE	

END OF SECTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSIONLOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name	of Consultant/Contractor:	Coral Construction Company	
Ву: <u>С</u>	Chelsea Lyons		
Date:	9/3/2025		
Title:	President		

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with

which this transaction originated.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

E-VERIFY SYSTEM PARTICIPATION

E-Verify System Participation:

The City participates in the E-Verify System operated by the United States Department of Homeland Security. The Contractor shall certify to the City that it has registered with and utilizes the E-Verify System to confirm the work authorization of all newly hired employees and agrees to use the E-Verify System throughout the duration of this contract. The Contractor shall deliver to the City a copy of each affidavit required to be provided to Contractor by each Subcontractor stating that the Subcontractor does not employ, contract, or subcontract with any unauthorized alien. In the event the City notifies the Contractor it has reason to believe that any Subcontractor providing services or materials in connection with Contractor's performance of its obligations under this contract is not using the E-Verify System, the Contractor shall immediately dismiss the Subcontractor.

Contractor acknowledges the City's participation in E-Verify System and by executing and submitting this form with its Bid, agrees to the conditions stated above and will participate in the E-Verify System throughout the duration of the Agreement.

Submitted, signed, and sealed this <u>3</u> day	y of <u>September</u>	 •
Coral Construction Company		
Bidder Chy My		
Signature		
Chelsea Lyons, President		
Printed Name and Title		
ATTEST:	9/3/2025	
Signature	Date	(SEAL)

END OF FORM

APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

This certification relates to a construction contract proposed by Coral Construction Company,

(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Protection's Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT (FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 16 AMERICAN IRON AND STEEL PROVISION
- ARTICLE 18 BUILD AMERICA, BUY AMERICA PROVISION IF A FEDERAL CAP GRANT PROJECT

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$2,000. I also agree that I will retain such certifications in my files.

Cheffy	9/3/2025
(Signature of Authorized Official)	(Date)
Chelsea Lyons, President	
(Name and Title of Authorized Official	[Print or Type])-
Coral Construction Company (Name of Prospective Construction Contractor or Su	bcontractor [Print or Type])
347 Aviation Blvd, Marathon, FL 33050 (305)3	94-0747
(Address and Telephone Number of Prospective Construction Co	ontractor or Subcontractor [Print or Type])
20-0434312 (Employer Identification Number of Prospective Construction	on Contractor or Subcontractor)

APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

This certification relates to an equipment/materials contract proposed by which expects to finance the proposed equipment/materials contract with Department of Environmental Protection (which administers a State Revo part with funds directly made available by grants from the United States am the undersigned prospective equipment/materials contractor or subco	assistance from the Florida olving Fund loan program supported in Environmental Protection Agency). I
I certify that I have read the Florida Department of Environmental Protect to incorporate the following articles into the bid and/or contract:	tion's Supplementary Conditions and agree
ARTICLE 15 DEBARMENT AND SUSPENSION (EXECUTIVE ARTICLE 16 AMERICAN IRON AND STEEL PROVISION ARTICLE 18 BUILD AMERICA, BUY AMERICA PROVISION-PROJECT	
I agree that I will obtain identical certifications from prospective lower-tithe award of any lower-tier construction subcontracts. I also agree that I files.	ier <u>construction</u> subcontractors prior to will retain such certifications in my
(Signature of Authorized Official)	9/3/2025 (Date)
Chelsea Lyons, President (Name and Title of Authorized Official [Print or Ty	ype])
Coral Construction Company (Name of Prospective Construction Contractor or Subcontractor)	or [Print or Type])
347 Aviation Blvd, Marathon, FL 33050 (305) 394-074 (Address and Telephone Number of Prospective Equipment/Materials C [Print or Type])	7 Contractor or Subcontractor
20-0434312	

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS GERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA-STATUTES

EYONS, CHELSEAT

CORAL CONSTRUCTION COMPANY
347 AVIATION BLVD
MARATHON
L MARATHON

LICENSE NUMBER CBC1264279

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/03/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





STATE OF FLORIDA

DÉPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREINES CERTIFIED UNDER THE PROVISIONS OF CHAPTER 482-FLORIDA STATUTES

Zermen Col

ALICONSTRUCTION COMPA S CAMINO DEL VIENTOS.

LICENSE NUMBER CFC1432893

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/10/2025

Do not alter this document in any form.

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Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
CORAL CONSTRUCTION COMPANY

Filing Information

Document Number

P03000139967

FEI/EIN Number

20-0434312

Date Filed

11/25/2003

Effective Date

11/24/2003

State

FL

Status

ACTIVE

Last Event

REINSTATEMENT

Event Date Filed

11/01/2013

Principal Address

347 Aviation Blvd.

MARATHON, FL 33050

Changed: 05/14/2020

Mailing Address

PO BOX 500582

MARATHON, FL 33050

Changed: 03/25/2009

Registered Agent Name & Address

Lyons, Chelsea M

1156 Camino Del Vientos

MARATHON, FL 33050

Name Changed: 06/01/2023

Address Changed: 03/20/2017

Officer/Director Detail

Name & Address

Title President, Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/03/2025

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(les) must have ADDITIONAL INSURED provisions or 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 fleu of such endorsement(s).

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PRODUCER				Contact House					
Kell	ly White & Associates Insurance, LLC				PHONE	904-88	0-8881	FAX (A/C, No):	
ł	2 Hickman Road				PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No): E-MAIL ADDRESS: kelly@kwhiteinsurance.com				
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	Coral Construction Company				INSURE	_{R.C.} : James I	River Insuran	ce Company	
	Po Box 500582				INSURER D: American Interstate Ins Co				31895
					INSURER E: RLI Insurance Co AM Best A+ XI				
<u></u>	Marathon Shores			FL 33050	INSURE	.,		****	
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For Bid Purposes Only			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
					AUTHO	RIZED REPRESE	NTATIVE		
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