

COUNCIL AGENDA STATEMENT



Meeting Date: March 25, 2025  
To: Honorable Mayor & Members of the City Council  
From: Dan Saus, Utilities Manager  
Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-26**, Awarding Change Order #3 For The Power Conditioning Upgrades To Pedro Falcon Contractors, Inc.; Approving A Change In Contract Amount From \$14,177.26; Authorizing The City Manager To Execute The Contract And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date. This Work Qualifies And Will Be Submitted For Reimbursement Through The Existing CDBG-DR Grant.

BACKGROUND & JUSTIFICATION:

Change Order #3 is attached as Exhibit “A” details the Scope of Work and cost breakdown for the required work changes in the Power Conditioning Upgrades project. The changes include unforeseen electrical conflicts impacting the installation of Sure Volt heater and overhead power lines at the WWTP and conflicts between existing overhead power lines and the new generator installations. City staff, consisting of the Utility Director and the Utility Staff, have reviewed the proposal and the proposal is reasonable for the work and approval is recommended.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	<u>X</u>	_____
2. Other – 2010 Sewer Mandate	<u>X</u>	_____
3. Not applicable	<u>X</u>	_____

FISCAL NOTE:

The Adopted FY25 Wastewater Utility budget includes appropriations of \$4,931,269 for the CDBG-DR funded projects.

RECOMMENDATION:

Approval of Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2025-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CHANGE ORDER #3 TO THE CONTRACT WITH PEDRO FALCON CONTRACTORS, INC. IN AN AMOUNT NOT TO EXCEED \$14,177.26 FOR THE POWER CONDITIONING PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Change Order #3 is attached as Exhibit “A” details the Scope of Work and cost breakdown for the required work changes in the Power Conditioning project; and

**WHEREAS**, changes include unforeseen electrical conflicts impacting the installation of Sure Volt heater and overhead power lines at the WWTP and conflicts between existing overhead power lines and the new generator installations; and

**WHEREAS**, the Staff recommends the City Council to approve Change Order #3 for the additional work described to the proposal from Pedro Falcon Contractors Inc., in an amount not to exceed \$14,177.26, as provided on Exhibit “A.”

**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 are incorporated herein by this reference.

**Section 2.** The Change Order #3, between the City and the Pedro Falcon Contractors for the Power Conditioning Project a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute Change Order #3 on behalf of the City and expend budgeted funds.

**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 25<sup>TH</sup> DAY OF MARCH 2025.**

**THE CITY OF MARATHON, FLORIDA**

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**Lynn Landry, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

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Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

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Steve Williams, City Attorney

## Change Order #3

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Date Submitted: 02/26/2025

Project: **Power Conditioning and Surge Protection Project  
No. 21100.04**

**CO Number: 03**

**Description: Install Smurf conduit and extend 4" underground conduit at area 5**

**Background and Scope of work:**

We had a fixed price from Caputo Electric, Inc. (CEI) to perform the directional boring at the first pole location given by Florida Keys Electric Coop (FKEC). When CEI came to perform the work, (FKEC) moved the pole location to a different location, a few feet beyond the original location. This made the directional boring a longer run than what was priced. After the directional boring and the two 4" underground conduits were installed to the agreed second location, FKEC realized there was an underground sewer pipe directly under the pole that was going to get installed. Because of this, FKEC moved the power pole to a third location making the newly installed underground 4" conduit too short. Pedro Falcon Contractors (PFC) had to excavate and extend the two 4" conduit to the third pole location. Therefore, CEI had to extend the conduit from the first location to the second and PFC had to extend a second time the two 4" underground conduit to the third pole location.

We were finally able to contact Comcast and request them to move the overhead Comcast cable to the 4" underground conduit that was just installed by CEI. Comcast informed PFC that they would not install the Comcast cable in the same conduit as AT&T and needed their own conduit. Therefore, PFC installed two 1 1/4" orange inner duct conduits inside the 4' conduit to meet Comcast requirements. We still do not know if Comcast will charge to move their cable. Nobody at Comcast can provide this answer. Comcast might provide an invoice later.

The cost breakdown is located at the end of this proposal.

**Total Request for Change Order Amount:.....\$14,177.26**

**Permit Fees and Design Drawings are Not Included in this proposal. If additional permit fees are required, the Owner is to reimburse all permit fees.**

**Additional Time Requested for Change: 5-day time extension will be required. However, the extension will be running concurrent to the procurement for ATS at area #5.**

**This proposal only encompasses the item(s) specifically outlined above and does not include any other items, whether stated or inferred, in any other documents. The terms set forth in this proposal shall have precedence over any other agreement and this proposal shall be included in any modification agreement.**

Please contact me if you have any questions.

Respectfully Submitted,



Christian Brisson  
Project Manager



## Billing Address

roman Sviridenko

PFEC

31160 Ave C

Big Pine Key, Florida 33043

United States

2162357446

Enter PO #

Blind Shipment?

Email: [roman@pedrofalcon.com](mailto:roman@pedrofalcon.com)

## Order comments

Area 5 TELCOM

UPS® (UPS® Ground) for \$64.87 USD

## Your Order Contains...

Cart Items	SKU	Qty	Item Price	Item Total
<b>Items shipped to 31160 Ave C, Big Pine Key, Florida, 33043, United States</b>				
Innerduct 1.25" Orange Corrugated Plenum w/Tape - 250' Reel	CG4X1C-250	1	\$672.50 USD	<b>\$672.50 USD</b>

**Subtotal:** \$672.50 USD

**Shipping:** \$64.87 USD

**Tax:** \$55.30 USD

**Grand total:** \$792.67 USD

Payment method:: Credit Card



**Caputo Electric, Inc.**

98535 Overseas Hwy.  
 Key Largo, FL 33037  
 305-394-2305  
 caputoelectric@gmail.com

Date	Invoice #
2/12/2025	63575

Bill To
Pedro Falcon Contractors Inc

P.O. No.	Project
	Area 5

Item	Quantity	Description	Rate	Amount
Installation		Directional drill additional 30' of 3 - 4" conduits	2,500.00	2,500.00

Thank you for your business!

Please make checks payable to CAPUTO ELECTRIC, INC.

<b>Total</b>	\$2,500.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$2,500.00



**EXHIBIT "C"**  
**CHANGE ORDER**

**CHANGE ORDER NO. 3**

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**TO: City of Marathon**

**PROJECT: Marathon Power Conditioning & Surge Protection Project**

**CONTRACTOR: Pedro Falcon Contractors, INC.**

**DATE: February 19, 2025**

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This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on **Exhibit "1"** attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages, and/or time adjustments of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under the Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$4,556,527.56 under the Agreement will be **changed** by this Change Order, and (b) the schedule for performance of Work will be **changed** by this Change Order. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. 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. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

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**CONSENT OF SURETY TO CHANGE ORDER**

**The Surety Agrees that this change order is not a cardinal change and if the Change Order includes an increase in the Contract amount, then the penal amount of the payment and performance bond issued for this Contract is increased by the dollar amount of this Change Order.**

Travelers Casualty and Surety Company of America (Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

Joseph P. Nielson  
Attorney-in-Fact

Attest: \_\_\_\_\_

Signature and Title

Dania Gogerty  
Witness

**City of Marathon**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Contractor**

By: \_\_\_\_\_

Name: Christian Brisson

Title: as President



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David R Hoover, Kristy L Collins, Jarrett Merlucci, Shawn A. Burton, CHARLES D NIELSON, CHARLES J NIELSON, JOSEPH P NIELSON, and IAN A NIPPER** of Miami Lakes, Florida, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

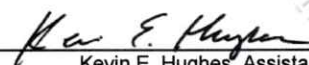
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of February, 2025



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Exhibit "1"

CHANGE ORDER SUMMARY

This Change Order is necessary to cover changes in the Work to be performed under this Agreement. Except as may be modified herein all of the provisions of the Agreement apply to and govern all Work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE AGREEMENT DOCUMENTS:

- |      |   |                                     |
|------|---|-------------------------------------|
| (1)  | Original Contract Price                                     | <u>\$ 4,328,361.00</u>              |
| (2)  | Current Contract Price (Adjusted by Previous Change Orders) | <u>\$ 4,556,527.56</u>              |
| (3)  | Total Proposed Change in Contract Price                     | <u>\$ 14,177.26</u>                 |
| (4)  | New Contract Price (Item 2 + Item 3)                        | <u>\$ 4,570,704.82</u>              |
| (5)  | Original Contract Time (Days)                               | <u>365 Days</u>                     |
| (6)  | Current Contract Time (Adjusted by Previous Change Orders)  | <u>470 Days</u>                     |
| (7)  | Total Proposed Change in Contract Time                      | <u>5 Days</u>                       |
| (8)  | New Contract Time (Item 6 + Item 7)                         | <u>475 Days</u>                     |
| (9)  | Original Contract Substantial Completion Date               | <u>January 6<sup>th</sup>, 2025</u> |
| (10) | New Contract Substantial Completion Date                    | <u>April 26th, 2025</u>             |

CHANGE ORDER HISTORY						
Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time
I.	CO #1	\$4,328,361.00	\$147,579.38	\$0.00	\$147,579.38	15 days
II.	CO#2	\$4,475,940.38	\$80,587.18	\$0.00	\$80,587.18	90 days
III.	CO#3	\$4,556,527.56	\$14,177.26	\$0.00	\$14,177.26	5 days
Total					\$242,343.82	110 days

This Change Order addresses unforeseen utility conflicts impacting the installation of the 4" underground conduits at the Area 5 WWTP. Additionally, conflicts between existing overhead power lines as well and the originally installed 4" utilities had to be extended to a new location for FKEC. Caputo Electric Inc. will perform the directional drilling and power line relocation. This Change Order reflects the additional time and costs needed to address these adjustments beyond the original project scope.

The cost breakdown is as follows:

Install Smurf conduit and extend 4" underground conduit at Area	\$14,177.26
<b>TOTAL</b>	<b>\$14,177.26</b>