

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2019-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT CHANGE ORDER #6 WITH REYNOLDS CONSTRUCTION FOR THE AREA 3 & 4 WWTP UPGRADE PROJECT IN AN AMOUNT NOT TO EXCEED \$473,453.81; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT CHANGE ORDER #6 AND APPROPRIATE FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon (the “City”) awarded the contract for the “Area 3 & 4 WWTP Upgrade Project” (the “Project”) and issued a notice to proceed on January 3, 2017; and

**WHEREAS**, change order #6 is found to be reasonable for the additional work requested by City staff and recommended by the city’s engineer to be performed by Reynolds Construction, as the General Contractor, in the amount of \$473,453.81; and

**WHEREAS**, the City wishes to execute this change order #6 for additional piping, pump modifications, new headworks, etc.;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**Section 2.** Change Order #6 is attached hereto, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to execute the contract and appropriate funds on behalf of the City.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA THIS 22nd DAY OF JANUARY 2019.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**John Bartus, Mayor**

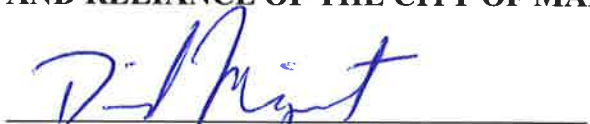
AYES: Cook, Gonzalez, Senmartin, Zieg, Bartus  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

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

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

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

**CHANGE ORDER NO. 06**

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**TO: City of Marathon**

**PROJECT: Marathon Area 3&4 WWTP Upgrades**

**CONTRACTOR: Reynold's Construction**

**DATE: January 22, 2019**

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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 **\$6,012,411.46** 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]

Signature and Title William A. Kantlehner, III  
City of Marathon Attorney-in-Fact

By: [Signature]  
Name: Charles Lindsey  
Title: City Manager



Attest: [Signature]

Signature and Title Diane L. Phelps, Attorney-in-Fact  
Contractor

By: [Signature]  
Name: Josh Vondersaar  
Title: District Manager

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	\$2,924,150.00
(2)	Current Contract Price (Adjusted by Previous Change Orders)	\$6,012,411.46
(3)	Total Proposed Change in Contract Price	\$473,453.81
(4)	New Contract Price (Item 2 + Item 3)	\$6,485,865.27
(5)	Original Contract Time	300 Days
(6)	Proposed Change in Contract Time	90 Days
(7)	Current Contract Time (Adjusted by Previous CO)	845 Days
(8)	Total Change in Contract Time	635 Days
(9)	New Contract Time (Item 6 ± Item 7)	935 Days
(10)	Original Contract Substantial Completion Date	Sep 30, 2017
(I1)	New Contract Substantial Completion Date	May 28, 2019

CHANGE ORDER HISTORY						
Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time
I.	CO #1	\$2,924,150.00	\$115,464.34	\$0	\$115,464.34	0
II	CO #2	\$3,039,614.34	\$34,571.55	(\$5,000)	\$29,571.55	100
III	CO #3	\$3,069,285.89	\$30,000.00	\$0	\$30,000.00	90
IV	CO #4	\$3,099,185.89	\$2,913,225.57	\$0	\$2,913,225.57	215
V	CO #5	\$6,012,411.46	\$0	\$0	\$0	140
VI	CO #6	\$6,012,411.46	\$473,907.52	(\$453.71)	\$473,453.81	90
Total					\$3,561,715.27	635 Days

The Change Order is a result of: Expanded scope of work during the emergency repairs to the Area 5 WWTP as well as several Owner desired improvements beyond the original scope of the emergency repairs. These improvements are to improve the operation of the Area 5 WWTP as well as some aesthetic improvements due to its location. A detailed breakdown of the improvements is attached for reference.

The cost breakdown is as follows:

WORK ITEM DESCRIPTION	PRICE
MBR Replacement Pipe	\$3,166.35
Install Revised MLSS Piping	\$29,639.68
Storm Manhole Repairs	\$17,952.30
Davit Crane on RAS Splitter	\$10,721.29
MBR Feed Pump Suction Pipe	\$16,463.50
Lighting on Headworks	\$10,497.48
Coating of EQ Tank Exterior	\$8,874.83
MBR Feed Pump	\$256,027.44
Influent Pipe Mods	\$10,218.29
Area 4 Headworks	\$82,175.71
Static Screen Drop Chutes	\$8,223.50
CCC Reroute	\$9,011.92
New Hose Bibbs	\$4,937.93
Disc Filter Drains	\$3,322.98
Static Screen Flashing	\$778.43
Dewatering Slab Extension	\$1,895.89
T&M Deduct (Line item 70 Remainder)	(\$453.71)
<b>TOTAL</b>	<b>\$473,453.81</b>



**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 **William A. Kantlehner, III** of Louisville Kentucky their true and lawful Attorney-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 their 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 **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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, 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 22nd day of January, 2019



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this instrument, please refer to the above-named Attorney-in-Fact.

call us at 1-800-421-3880. We will be glad to provide you with a copy of the bond to which the power is attached.



**Reynolds Construction**

300 East Broad St  
Fairburn, GA 30213

CHANGE PROPOSAL  
SUMMARY NO: PM 15

PROJECT NAME	Marathon Area 3 & 4 WWTP Upgrades	PROJ. NO.:	43800
LOCATION:	Marathon, FL	DATE:	08/22/18
OWNER:	City of Marathon	DRAWING NO.:	
ENGINEER:	WEC	SPEC. SECTION:	0

REFERENCE PCO NO.: PM 15 FIELD DIRECTIVE NO.: N/A RFI NO.: N/A OTHER:

DESCRIPTION:  
- Replace the influent piping on all MBRs to provide better mixing action

**PRICING INFORMATION**

		SKILL/TRADE	MAN-HOURS	RATE	COST
<b>1. DIRECT LABOR</b>		Carp Foreman	3	\$ 82.39	\$ 247.17
1.A PRODUCT LABOR:		Pipe Fitter	3	\$ 58.24	\$ 174.72
1.B <input type="checkbox"/> FOREMAN <input type="checkbox"/> SUPERINTENDENT					
1.C OFFICE ENGINEERING:		Superintendent			\$ -
		Project Engineer			\$ -
		Project Manager	2	\$ 102.29	\$ 204.58
1.D BURDEN		Labor Burden (included in Rates)			\$ -
					\$ 626.47

		DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>2. MATERIALS AND EQUIPMENT</b>		Pipe Materials	1	LS	\$ 1,760.74	\$ 1,760.74
2.A INCORPORATED IN WORK:						
2.B CONSUMED IN PERFORMANCE:		Small tools and expendables (10% of field labor)	1	LS	\$ 42.19	\$ 42.19
2.C EQUIPMENT:		See Backup Sheet				\$ -
		Fuel and Service - 20% of Equip Costs				\$ -
2.D DIRECT COSTS:						\$ 1,802.93
2.E SALES TAX: 7.5%						\$ 135.22
						\$ 1,938.15

		NAME	DESCRIPTION OF WORK	COST
<b>3. SUBCONTRACTORS</b>				
3.A DIRECT:				#REF!
3.B LOWER TIER:				#REF!



Contract Time Extension Costs	Days Requested	Daily Rate	COST
Contractor Extension Costs	0	0	\$ -
Subcontractor Extension Costs	0	0	\$ -
Total Time Extension Costs			\$ -

**EXTENSION OF CONTRACT TIME:**

<b>Applicable</b>	This Proposal does not include any \$ for extension or acceleration but the right to ask for these costs at a later date is expressly reserved if determined to be necessary.
N/A	Extension cost is included in this proposal
N/A	Acceleration cost to maintain project schedule are included in this proposal. *

5. FEE STRUCTURE	Rate	COST	Overhead 10%	SUBTOTAL
A. Contractor				
1. Direct Labor:		\$ ✓ 626.47	10%	\$ ✓ 689.12
2. Material and Equipment:		\$ ✓ 1,938.15	10%	\$ ✓ 2,131.97
B. Subcontractors:		\$ -	10%	\$ -
C. Time Extension Costs *		\$ -	10%	\$ -
D. Bonds and Insurance	1.85%	\$ ✓ 52.19	10%	\$ ✓ 57.41
E. Profit	10.00%	\$ 287.85	0%	\$ ✓ 287.85
TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):			<b>TOTAL</b>	<b>\$ ✓ 3,166.35</b>

**RECORD DOCUMENTS:** As part of this Change Proposal, the Contractor shall provide applicable record drawing information affected by this change.

Signed: Kevin Conkey  
 Title: Project Manager  
 Contractor: Reynolds Construction

Date: \_\_\_\_\_

**ACCEPTANCE BY OWNER**

Signature of Owner's Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Engineer to prepare necessary change order \_\_\_\_\_ Engineer to Re-negotiate change proposal as noled above \_\_\_\_\_ Other as above

OWNER:	CONTRACTOR: Reynolds Construction	PROJECT
ENGINEER:	FIELD:	NO.:
	OTHER:	DATE: