

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2014-120**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CHANGE ORDER TO CONTRACT DATED MAY 12, 2014 WITH 3<sup>RD</sup> GENERATION PLUMBING, INC., IN THE ORIGINAL AMOUNT OF \$55,422.00 FOR THE CONSTRUCTION OF MULTIPLE WASTEWATER CONNECTIONS NO. 1; INCREASING THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$10,947.39; EXTENDING THE DATE FOR SUBSTANTIAL COMPLETION 61 DAYS AND FINAL COMPLETION 91 DAYS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon (the “City”) entered into a contract with 3<sup>RD</sup> Generation Plumbing, Inc., (“3<sup>rd</sup> Generation”) for the construction of Multiple Wastewater Connections No. 1 (the “Project”) on May 12, 2014 (the “Contract”) in the original amount of \$55,422.00; and

**WHEREAS**, Change Order No. 1 increases the Contract sum in an amount not to exceed \$10,947.39 for relocation work to accommodate existing utilities and extends the dates for Substantial Completion by 61 days to September 30, 2014 and Final Completion by 91 days to October 30, 2014.

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

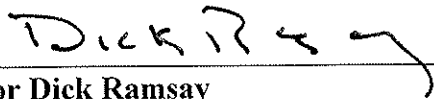
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The City Council hereby approves Change Order No. 1 between the City and 3<sup>RD</sup> Generation Plumbing, Inc. for the construction of Multiple Wastewater Connections No. 1 (the “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.. The City Manager is authorized to execute the Change Order 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 23<sup>RD</sup> DAY OF SEPTEMBER, 2014.

THE CITY OF MARATHON, FLORIDA

  
\_\_\_\_\_  
Mayor Dick Ramsay

AYES: Bartus, Bull, Keating, Senmartin, Ramsay  
NOES: None  
ABSENT: None  
ABSTAIN: None

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:

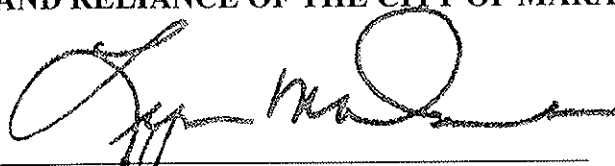
  
\_\_\_\_\_  
Lynn M. Dannheisser, City Attorney

EXHIBIT "C"  
CHANGE ORDER

CHANGE ORDER NO. 1

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TO: City of Marathon

PROJECT: Wastewater System Construction of Multiple Service Connections  
(resolution: 2014-42)

CONTRACTOR: Third Generation Plumbing

DATE: June 9, 2014

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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 \$ 55,422.00 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.

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title  
City of Marathon

Attest: James N. Manno, President  
Signature and Title  
Contractor

By: Michael H. Puto 9/26/14  
Name: MICHAEL H. PUTO  
Title: CITY MANAGER

By: 3<sup>rd</sup> Generation Plumbing, Inc.  
Name: JAMES N. MASSARO  
Title: President

87414

Exhibit "1"

CHANGE ORDER SUMMARY  
 Change Order #1 (Final)  
 Multiple Sewer Connections #1

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	\$55,422.00
(2)	Current Contract Price (Adjusted by Previous Change)	\$55,422.00
(3)	Total Proposed Change in Contract Price	\$10,947.39
(4)	New Contract Price (Item 2 + Item 3)	\$66,369.39
(5)	Original Contract Time	90 days
(6)	Proposed Change in Contract Time	61 days
(6)	Current Contract Time (Adjusted by Previous Change)	90 days
(6)	Proposed Change in Contract Time	61 days
(7)	Total Proposed Change in Contract Time	151 days
(8)	New Contract Time (Item 6 ± Item 7)	74 days
(9)	Original Contract Substantial Completion Date	July 31, 2014
(10)	New Contract Substantial Completion Date	September 30, 2014

CHANGE ORDER HISTORY						
Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time
I.	Total Contract Price	\$55,422.00	\$10,947.39	\$0.00	\$10,947.39	(+) 61 days
Total					\$10,947.39	61 days

The Change Order is a result of:

Windy Point Circle - Addition of a vacuum pit to service lots 101 & 103 from original design.  
 Originally services from existing pit that did not have depth to service lot 103.

Sunrise Drive - Conflicting underground utilities requiring the relocation of the vacuum sewer main at two locations (-4+50) and (-8+60).

Sunrise Drive - Reconfigure of vacuum service to lots 94, 96, 98, 100 to reduce the disturbance to existing vegetation to include mangroves.

The cost breakdown is as follows:

WORK ITEM DESCRIPTION	PRICE
Windy Point Circle Total new work = (+) \$9,120.25	\$
Windy Point Circle Deductive work not installed = (-) \$3,080.00	\$
Windy Point Circle Total Change Order = (+) \$6,040.25	\$ 6,040.25
	\$ 3,024.00
Sunrise Drive Unforeseen Utility Conflicts	\$ 1,883.14
	\$
Sunrise Drive, Service to lots 94, 96, 98, 100	\$
	\$
<b>TOTAL</b>	\$ 10,947.39