

**CITY OF MARATHON, FLORIDA
RESOLUTION 2017-96**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT CHANGE ORDER WITH REYNOLDS CONSTRUCTION FORMERLY LAYNE HEAVY CIVIL, INC. FOR THE AREA 3 FORCE MAIN EXTENSION, US#1 FROM 11TH STREET TO 23RD STREET IN AN AMOUNT NOT TO EXCEED \$65,295.04; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT CHANGE ORDER #2 AND EXPEND BUDGETED 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 force main extension for 11th Street to 23rd Street ” (the “Project”) on February 14, 2017 by Resolution 2017-10 in the amount of \$544,457.84; and

WHEREAS, the change order is found to be reasonable for the additional work requested by City staff and to be performed by Reynolds Construction, as the General Contractor, in the amount of \$65,295.04; and

WHEREAS, the City wishes except this change order, which will enable the City to provide the four inch vacuum lateral connection the new development “Reserve at Sombrero” on Sombrero Beach Road.

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. The contract attached hereto as Exhibit “A”, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to execute the contract and expend budgeted funds on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14th DAY OF NOVEMBER, 2017.

THE CITY OF MARATHON, FLORIDA



Michelle Coldiron, Mayor

AYES: Bartus, Cook, Senmartin, Zieg, Coldiron
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

Cost Breakdown Sombrero Beach RD Water/FM/Reclaim Install Marathon				
ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL
PERSONEL CHARGES				
FOREMAN	HR	\$100.00	45	\$4,500.00
OPERATOR	HR	\$75.00	90	\$6750.00
LABORER	HR	\$55.00	180	\$9900.00
EQUIPMENT SECTION				
CREW TRUCK	DAY	\$110.00	5	\$550.00
EXCAVATOR	HR	\$75.00	30	\$2250.00
WHEEL LOADER	HR	\$65.00	30	\$1950.00
DUMP TRUCK	HR	\$55.00	20	\$1100.00
TAMP	HR	\$25.00	40	\$1000.00
MOT SIGNAGE	HR	\$65.00	40	\$2600.00
MATERIAL CHARGES				
HD SUPPLY	LS	\$9906.54	1	\$9906.54
AGGREGATE	LS	\$1,454.00	1	\$1,454.00
SUBCONTRACTOR CHARGES				
PAVING	LS	\$12452.00	430 lf	\$12452.00
TOTAL MATERIAL/LABOR				
LS CHARGE	LS		1	\$54,412.54
REYNOLDS T/M FEE				
FEE	LS		1	\$10882.50
TOTAL				
TOTAL				\$65,295.04



DAILY CONSTRUCTION REPORT

Competent Person:	Nathan Wallace	Date:	7/12/2017
Project:	Marathon	Weather:	Rain
Subcontractor Onsite:		Site Condition:	
Area of Work:	Sombrero Beach Night Work	Other:	
Superintendent:		Day of the Week:	Wednesday
Safety Meeting:		Temp. Range:	90°F
Layne Personnel		Equipment On Site	

Name	Position	Hours	Description	Hours Downtime
1 Nathan Wallace	Foreman	9.00		
2 Abdiel Flusa	Operator	9.00	Flatbed Truck #1800	
3 Jim Ruppert	Truck Driver	9.00		
4 George Villatoro	Laborer	9.00	JD 204K	
5 Jose Chong	Laborer	9.00	CAT 308	
6 Frederico Alonso	Operator	9.00		
7 Livan Urbay	Laborer	9.00		
8				
9				
10				

Material Installed			Daily Trenching Log	
Description	Quantity	Initial	Time Inspected	8:00:00 AM
1 Limerock			Soil Condition	Type A
2			Protective System Selected:	
3			Other	
4			Visual Test	
5			Type B	
6			Type C	
7			Maximum Trench	25 Length (ft/in)
8			Measurement	8 Width (ft/in)
9				5 Depth (ft/in)

Problems - Delays	Excavation Checklist
	Ladder within 25 ft of all workers when trench is more than 4 ft. deep <input checked="" type="checkbox"/>
	Materials, equipment and spoil pile are more than 2 ft. from excavation edge <input checked="" type="checkbox"/>
	All underground utilities have been located and protected from damage <input checked="" type="checkbox"/>
	Overhead utilities insulated, deactivated or at a safe distance <input checked="" type="checkbox"/>
	Employees exposed to vehicle traffic are wearing high visibility vests <input checked="" type="checkbox"/>
	Excavation tested for hazardous atmosphere as determined by competent person. <input checked="" type="checkbox"/>

Subcontractor Progress	Tests to Be Taken
Grinder Installation/ E&N Bike Path Paveing	Allowable Range Test 1 Test 2 Test 3 Test 4
	A. % of Oxygen 19.5% to 23.5%
	B. LEL Flammable < 10%
	C. H ₂ S (Hydrogen Sulfide) < 10 PPM
	D. CO (Carbon Monoxide) < 35 PPM
Extra Work Completed	E.
	F.
	G.
	H.
	Initial of Tester
	Test Times



DAILY CONSTRUCTION REPORT

Competent Person:	Nathan Wallace	Date:	7/13/2017
Project:	Marathon / Big Pine	Weather:	Rain
Subcontractor Onsite:		Site Condition:	
Area of Work:	Sombrero Beach	Other:	
Superintendent:		Day of the Week:	Thursday
Safety Meeting:		Temp. Range:	90°F

Layne Personnel

Equipment On Site

Name	Position	Hours	Description	Hours Downtime
1 Nathan Wallace	Foreman	9.00		
2 Abdiel Flusa	Operator	9.00	Flatbed Truck #1800	
3 Jim Ruppert	Truck Driver	9.00		
4 George Villatoro	Laborer	9.00	JD 204K	
5 Jose Chong	Laborer	9.00	CAT 308	
6 Frederico Alonso	Operator	9.00		
7 Livan Urbay	Laborer	9.00		
8				
9				
10				

Material Installed

Daily Trenching Log

Description	Quantity	Initial	Time Inspected	8:00:00 AM
1 Limerock			Soil Condition	Type A
2 Pump Drop	7		Protective System Selected:	
3			Other	
4			Visual Test	
5			Type B	
6			Type C	
7			Maximum Trench	25 Length (ft/in)
8			Measurement	8 Width (ft/in)
9				5 Depth (ft/in)

Excavation Checklist

- Ladder within 25 ft of all workers when trench is more than 4 ft. deep
- Materials, equipment and spoil pile are more than 2 ft. from excavation edge
- All underground utilities have been located and protected from damage
- Overhead utilities insulated, deactivated or at a safe distance
- Employees exposed to vehicle traffic are wearing high visibility vests
- Excavation tested for hazardous atmosphere as determined by competent person.

Problems - Delays

Subcontractor Progress

Tests to Be Taken

	Allowable Range	Test 1	Test 2	Test 3	Test 4
Grinder Installation/ E&N Bike Path Paveing	A. % of Oxygen	19.5% to 23.5%			
	B. LEL Flammable	< 10%			
	C. H ₂ S (Hydrogen Sulfide)	< 10 PPM			
	D. CO (Carbon Monoxide)	< 35 PPM			
	E.				
	F.				
	G.				
	H.				
	Initial of Tester				
	Test Times				

Extra Work Completed



DAILY CONSTRUCTION REPORT

Competent Person:	Nathan Wallace	Date:	7/14/2017
Project:	Marathon / Big Pine	Weather:	Rain
Subcontractor Onsite:		Site Condition:	
Area of Work:	Sombrero Beach	Other:	
Superintendent:		Day of the Week:	Friday
Safety Meeting:		Temp. Range:	90°F

Layne Personnel			Equipment On Site	
Name	Position	Hours	Description	Hours Downtime
1 Nathan Wallace	Foreman	9.00		
2 Abdiel Flusa	Operator	9.00	Flatbed Truck #1800	
3 Jim Ruppert	Truck Driver	9.00		
4 George Villatoro	Laborer	9.00	JD 204K	
5 Jose Chong	Laborer	9.00	CAT 308	
6 Frederico Alonso	Operator	9.00		
7 Livan Urbay	Laborer	9.00		
8				
9				
10				

Material Installed			Daily Trenching Log	
Description	Quantity	Initial	Time Inspected	8:00:00 AM
1			Soil Condition	Type A
2			Protective System Selected:	
3			Other	
4			Visual Test	
5			Type B	
6			Type C	
7			Maximum Trench Measurement	25 Length (ft/in) 8 Width (ft/in) 5 Depth (ft/in)
8				
9				

Problems - Delays		Excavation Checklist	
		Ladder within 25 ft of all workers when trench is more than 4 ft. deep	<input checked="" type="checkbox"/>
		Materials, equipment and spoil pile are more than 2 ft. from excavation edge	<input checked="" type="checkbox"/>
		All underground utilities have been located and protected from damage	<input checked="" type="checkbox"/>
		Overhead utilities insulated, deactivated or at a safe distance	<input checked="" type="checkbox"/>
		Employees exposed to vehicle traffic are wearing high visibility vests	<input checked="" type="checkbox"/>
		Excavation tested for hazardous atmosphere as determined by competent person.	<input checked="" type="checkbox"/>

Subcontractor Progress		Tests to Be Taken				
		Allowable Range	Test 1	Test 2	Test 3	Test 4
Grinder Installation/ E&N Bike Path Paveing		A. % of Oxygen	19.5% to 23.5%			
		B. LEL Flammable	< 10%			
		C. H ₂ S (Hydrogen Sulfide)	< 10 PPM			
Extra Work Completed		D. CO (Carbon Monoxide)	< 35 PPM			
		E.				
		F.				
		G.				
		H.				
		Initial of Tester				
		Test Times				

SUPPLY WATERWORKS

DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # **H460191**
 Invoice Date **7/11/17**
 Account # **222189**
 Sales Rep **VAUGHN LAHR**
 Phone # **786-573-3401**
 Branch #046 **Miami, FL**
 Total Amount Due **\$185.75**

Remit To:
 HD SUPPLY WATERWORKS, LTD.
 PO BOX 4853
 ORLANDO, FL **32802-4853**

REYNOLDS CONSTRUCTION, LLC
 REYNOLDS CONSTRUCTION, LLC
 4544 N STATE ROAD 37
 ORLEANS IN 47452-9035

Shipped To:
 SOUTH FL JOBS
 VENDOR # 7255
 4520 N STATE ROAD 37
 ORLEANS, IN

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/07/17	7/10/17	SAMBRO	SAMBRO			CARRIERHDSUPPLY	H460191

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
8020040GKT	PIPE PVC 4X20 PR200 GSK WHT (C	20	20		3.44000	C	68.80
96GR1834838	GREEN - WATER BASED 200Z RUSTO -LEUM	4	4		4.20000	EA	16.80
67T06S	6X1000' DETECTO TAPE-SEWER	1	1		88.00000	RL	88.00

Freight	Delivery	Handling	Restock	Misc	Subtotal:	173.60
					Other:	.00
					Tax:	12.15
					Invoice Total:	\$185.75

Terms: NET 30
 Ordered By: MATT

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted.
 To review these terms and conditions, please visit: <http://waterworks.hdsupply.com/TandC>

Affordable Asphalt

94411 Overseas Highway
 Tavernier, FL 33070
 PH: (305) 853-1189 FAX: (305) 853-1191
 OFFICE@AAPAVERS.COM

Invoice

Date	Invoice #
8/4/2017	1381

Bill To	
Reynolds Construction 4544 N State Road 37, Orleans, IN 47452	
Matthew Eidson	770-318-4362

Project	P.O. No.	Terms
Sombrero Beach Road Patch		Due on receipt

Description	Amount
Mill 10' on either side of trenched area Apply tack coat to all surfaces to be paved Pave prepared surfaces using hot-type SP-9.5 asphalt at 1.5 inches in compacted thickness MOT signage to be provided by Reynolds, Flagmen and setup to be provided by Affordable Asphalt	12,452.00
Total \$12,452.00	
Payments/Credits \$0.00	
Balance Due \$12,452.00	

CHANGE ORDER

CHANGE ORDER NO. 02

Wastewater service connection for Reserve at Sombrero

TO: City of Marathon

PROJECT: Area #3 Force Main, US#1, from 11th Street to 23rd Street

CONTRACT: Resolution 2017-10

CONTRACTOR: Reynolds Construction

DATE: November 14, 2017

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.

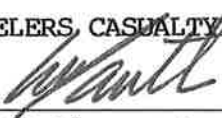
This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages, and/or time adjustments of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under the Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$ 544,457.84 under the Agreement will be changed by this Change Order, and (b) the schedule for performance of Work will be changed by ten (10) contract days 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.

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~~



Surety's Name and Corporate Seal (Seal)

City of Marathon
Attest: 
Signature and Title

Reynolds Construction
Attest:  VP
Signature and Title

By: _____
Name: Charles Lindsey
Title: City Manager

By: _____
Name: Wesley Self
Title: Vice President



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231527

Certificate No. 007289053

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Steven M. Garrett, William A. Kantlehner III, Thomas J. Mitchell, Jeffrey A. Brown, Diane L. Phelps, S. Annette Mullet, Roger A. Neal, Andrea Cortes, Ryan P Mitchell, and Andrew G. Windhorst, Jr.

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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.

Not limited to a specific dollar amount.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of July, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this 7th day of July, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of NOVEMBER, 20 17.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

The Change Order is a result of: The request for additional work to provide:

- 1) four inch Vacuum service lateral and Valve to supply wastewater facilities to the new development Reserve at Sombrero, 453 Sombrero Beach Road,
- 2) Tap and extend the four inch reuse line to outside the existing pavement for future Use.

The cost breakdown is as follows:

WORK ITEM DESCRIPTION	PRICE
Vacuum sewer lateral and reuse line supplies to new development Reserve at Sombrero, 453 Sombrero Beach Road,	\$65,295.04
	\$
See Exhibit 1	\$
	\$
	\$
	\$
	\$
TOTAL	\$65,295.04

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	\$544,457.84
(2)	Current Contract Price (Adjusted by Previous Change)	\$544,457.84
(3)	Total Proposed Change in Contract Price	\$87,300.40
(4)	New Contract Price (Item 2 + Item 3)	\$631,758.24
(5)	Original Contract Time	100days
(6)	Previous Change in Contract Time	10days
(6)	Current Contract Time (Adjusted by Previous Change)	110days
(7)	Total Proposed Change in Contract Time	10days
(8)	New Contract Time (Item 6 ± Item 7)	120days
(9)	Original Contract Substantial Completion Date	July 21, 2017
(10)	New Contract Substantial Completion Date	July 31, 2017

CHANGE ORDER HISTORY						
Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time
	Total Contract Price	\$544,457.84				
1.			\$22,005.36	\$0.00	\$22,005.36	10 days
2			\$65,295.04	\$0.00	\$65,295.04	10 days
Total					\$87,300.40	20 days