CITY OF MARATHON, FLORIDA RESOLUTION 2016-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT CHANGE ORDER WITH PEDRO FALCON CONTRACTORS, INC. FOR THE UTILITY AND PUBLIC WORKS MAINTENANCE FACILITY IN AN AMOUNT NOT TO EXCEED \$328,630.63; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT CHANGE ORDER #1 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 "Utility and Public Works Maintenance Facility" (the "Project") on January 26, 2016 by Resolution 2016-11in the amount of \$1,994,484.00; and

WHEREAS, the change order is found to be reasonable for the additional work requested by City staff and to be performed by Pedro Falcon Contractors, Inc as the General Contractor, in the amount of \$328,630.63; and

WHEREAS, the City wishes to accept this change order, which will enable the City to include additional features to the offices, shop and site and reinstate several previously deleted items that had been value engineered.

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 $13^{\rm nd}$ DAY OF DECEMBER, 2016.

THE CITY OF MARATHON, FLORIDA

Mayor Dr. Damel Zieg

AYES:

Bartus, Coldiron, Cook, Senmartin, Zieg

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

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 \$\frac{1.994.484.00}{1.994.484.00}\$ 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.

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 Casually and Surety Company of America

(Seal)

(Surety's Name and Corporate Seal

By:

Signature and Title

Signature and Title

Signature and Title

Signature and Title

City of Marathon

By:

Name: Charles Lindsey

Title: City Manager

Pedro Falcon Contractors, Inc.

Ву:

Name: Christian Brisson

Title:

as 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.

225989

Certificate No. 006924080

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 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

Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, David R. Hoover, Gicelle Pajon, Olga Iglesias, and Arthur Colley

of the City of Miami Lake each in their separate capacity if r other writings obligatory in the n contracts and executing or guaran	nore than one is named abo ature thereof on behalf of t	ve, to sign, execute, seal an the Companies in their bus	iness of guaranteeing	ind all bonds, recog the fidelity of pe	gnizances, conditio rsons, guaranteein	I Attomey(s)-in-Fact, and undertakings and g the performance of
IN WITNESS WHEREOF, the day ofAugust	Companies have caused this	s instrument to be signed ar	d their corporate sea	ls to be hereto affi	xed, this	4th
	Farmington Casualty Co Fidelity and Guaranty In Fidelity and Guaranty In St. Paul Fire and Marine St. Paul Guardian Insur	nsurance Company nsurance Underwriters, It e Insurance Company	Trav	elers Casualty an	arance Company d Surety Compan d Surety Compan and Guaranty Co	y of America
1982	INCORPORATED 1951	SE AL S	SEAL S	HARTFORD CONN.	HARTYONA S	SECULTY AND ENTER OF THE PROPERTY AND SECULTY AND SECURTY AND SECULTY AND SECURTY AND SECULTY AND SECULTY AND SECULTY AND SECULTY AND SECURTY AND SECULTY AND SECURTY AND SECU
State of Connecticut City of Hartford ss.			Ву	Robert L. Rancy	, Senior Vice Presiden	nt ·
On this the 4th d be the Senior Vice President of Far Fire and Marine Insurance Compa Casualty and Surety Company of a instrument for the purposes therein	ny, St. Paul Guardian Insura America, and United States	 Fidelity and Guaranty Instance Company, St. Paul Me Fidelity and Guaranty Con 	surance Company, Fi reury Insurance Con opany, and that he, a	delity and Guarant npany, Travelers C s such, being autho	y Insurance Underdasualty and Surety	Company, Travelers
In Witness Whereof, I hereunto so My Commission expires the 30th o		AUBLIO *		Mari	rie C. Tetreault, Notar	theault y Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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 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 Vi

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, 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 330 day of December 2016

Kevin E Hughes, Assistant Secretary



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbend.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.

Bond No: 106456454

INCREASE RIDER

day of	March		issued by Traveler			nv of America	
			ng under the laws of the			nafter called the "Su	rety"), on behalf of
Pedro Fal	lcon Electr	ical Cont	ractors, Inc.		(hereinaft	er called the "Princ	ipal"), in favor of
The Ciyt o	of Maratho	n					d the "Obligee").
It is un	derstood and	i agreed th	at the penal sum of the	attached bond i	s hereby INCREASE	D as follows:	
		_	·		Four Hundred Eighly Four Dol		
	\$1,994,4 \$2,323,1		Two Million Three Hundre	d Twenty Three			
To:	\$2,323,1	14.03	Thousand One Hundred F	ourleen Dollars and 6	3/100		
IN WI	TNESS WHI 2016,1	EREOF, th	bject to all of its terms te above bounden parti and corporate seal of e nt to authority of its go	es have execute ach corporate pa	d this instrument unde	er their several seals t	
				Deda Co	F		
				Pedro Fa	con Electrical Cor (Principal)	ntractors, Inc.	(Seal)
					(Principal)		(Seal)
112						ey, FL 33043	(Seal)
Witness:	, ,	201	¢.		(Principal) enue C, Big Pine K	ey, FL 33043	(Seal)
9	ura Ca	Ste	us clay	31160 Ave	(Principal) anue C, Big Pine K (Business Address	ey, FL 33043	(Seal)
9	Sturgeon,	Secretary's	Attest	31160 Ave	(Principal) enue C, Big Pine K	ey, FL 33043	
9	Sturgeon,	Secretary's	Appen	31160 Ave	(Principal) anue C, Big Pine K (Business Address	(Title) as P	resident
9	Sturgeon,	Secretary's	Appen S	31160 Ave	(Principal) enue C, Big Pine K (Business Address Christian Brisson	(Title) as P	resident
9	Sturgeon,	Secretary's	Attest	By (Signature) Travelers	(Principal) enue C, Big Pine K (Business Address Christian Brisson Casualty and Sur (Surety)	(Title) as P	resident
Laura	Sturgeon,	Secretary's	Appent S	By (Signature) Travelers	(Principal) enue C, Big Pine K (Business Address Christian Brisson Casualty and Sur (Surety)	(Title) as P	resident
9	Sturgeon,	Secretary's as Wittres	Appen	By (Signature) Travelers	(Principal) enue C, Big Pine K (Business Address Christian Brisson Casualty and Sur (Surety)	(Title) as P	resident
Laura	£ C	Secretary's as Witness	29	By (Signature) Travelers	(Principal) enue C, Big Pine K (Business Address Christian Brisson Casualty and Sur (Surety)	(Title) as P	resident



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.

225989

Certificate No. 006924079

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 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

Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, David R. Hoover, Gicelle Pajon, Olga Iglesias, and Arthur Colley

of the City of Miami Lakes , State of Florida , 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.							
IN WITNESS WHEREOF, the day ofAugust	Companies have caused 2016	d this instrument	to be signed and t	heir corporate sea	ls to be hereto affi	xed, this	4th
	Farmington Casualt Fidelity and Guaran Fidelity and Guaran St. Paul Fire and Ma St. Paul Guardian In	ity Insurance Co ity Insurance Un arine Insurance	nderwriters, Inc. Company	Trav Trav	elers Casualty an	rrance Company d Surety Compan d Surety Compan and Guaranty Co	y of America
1917)	MCORPORATED 1951	UNA CASEL	SEAL S	SEAL S	HARTFORD CONN D	UNI SERTIO	SE USTYAND E TO AMESON AMESON
State of Connecticut City of Hartford ss.				Ву	Robert L Rane	, Senior Vi - Preside	H
On this the 4th day of August , 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 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 so My Commission expires the 30th of	•	seal.	TARY BLIG #		Mari	rie C. Tetreault, Notar	theault y Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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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, 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 Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety 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 300 day of December 2016

day of December . 20 (4

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.

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	\$1,994,484.00
(2)	Current Contract Price (Adjusted by Previous Change	\$1,994,484.00
(3)	Total Proposed Change in Contract Price	\$328,630.63
(4)	New Contract Price (Item 2 + Item 3)	\$2,323,114.63
(5)	Original Contract Time	300 days
(6)	Proposed Change in Contract Time	24 days
(6)	Proposed Change in Contract Time Current Contract Time (Adjusted by Previous Change	300 days
(7)	Total Proposed Change in Contract Time	24 days
(8)	New Contract Time (Item $6 \pm \text{Item } 7$)	324 days
(9)	Original Contract Substantial Completion Date	September 2, 2017
$(0\ I)$	New Contract Substantial Completion Date	September 26, 2107
• •	-	St. 751

	CHANGE ORDER HISTORY						
Item No.	Descriptio n	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time	
I.	Total Contract Price	\$1,994,484.00	\$328,630.63	\$0.00	\$328,630.63	24 days	
		Total		W	\$2,323,11463		

The Change Order is a result of additions and deletions from the design build plans
From the 30% through the 100% design of the maintenance building and site.
X
The cost breakdown is as follows: See attached Request for Change Order,

The cost bleakdown is as follows. See attached Request for Change Order,

PCO-001, Revised: 28 October 2016 by Pedro Falcon Contractors, Inc.,

WORK ITEM DESCRIPTION	PRICE
	\$
	\$
	\$
	\$
	\$
	\$
	\$
*:	\$
TOTAL	\$



Pedro Falcon Contractors, Inc. General Contracting

31160 Avenue C, Big Pine Key, FL 33043-4516 (305) 872-2200 • Fax (305) 872-2219 • falconel@bellsouth.net CGC 1507617

CHANGE ORDER #1, EXHIBIT "1"

Request for Change Order Revised 28 October 2016

Project: Marathon Utility Building

Change Order Request No: PCO - 001

Description: Owner Requested Changes

Item I - Additional Design Services

Design Service Fees are included in each individual line item per City of Marathon Request

Item 2 - Site Asphalt - Five Additional Days

Builders Risk Insurance	\$1,797.55
Temporary Toilets 1 Week	.,\$32.25
Temporary Phone 1 Week	
Truck t Week	\$80.63
Fuel 1 Week	\$53.75
General Labor/Flagging/Safety 40 Hours @ \$34.50	\$1,380.00
Foreman 40 Hours @ \$48.30	\$1,932.00
Additional Design Effort	\$2,425.00
Asphalt Subcontractor	\$45.576.00
SUBTOTAL	\$53,298.68
Overhead @ 10%	\$5,329.87
Subtotal	\$58,628.55
Profit @ 5%	\$2,931.43
Subtotal	\$61,559.98
Payment & Performance Bond @ 1.1%	\$677.16
SUBTOTAL	\$62,237.14

Additional Design E	ffort\$750.00
SUBTOTAL	\$750.00
Overhead @ 10%	Waived
Subtotal	\$750.00
Profit @ 5%	Waive
Subtotal	\$750.00
Payment & Perform	nance Bond @ 1.1%\$8.25
SUBTOTAL	\$758.2
Item 4 - Injection W	'ell – No Additional Days

Item - Conduit for Future Gate

Combined with Item 6 below

Item 6 - Grade Beam/Conduit for Future Gate - No Additional Days

Builders Risk	\$494.00
Foreman	\$227.23
Additional Design Effort	\$950.00
Formwork	\$1,819.95
Reinforcing	\$1,084.72
Concrete	\$2,471.00
Electrical	\$7,058.13
SUBTOTAL	\$14,105.03
SUBTOTAL Overhead @ 10%	
	\$1,410.50
Overhead (a) 10%	\$1,410.50
Overhead @ 10%	\$1,410.50 \$15,515.53 \$775.78
Overhead @ 10% Subtotal Profit @ 5%	\$1,410.50 \$15,515.53 \$775.78 \$16,291.31

Item 7 - Concrete Flumes at Injection Well Required Due to Asphalt Add

Design effort is included in Item 2 Above – No additional Materials or Labor for General Contractor

Item 8 - Auger Piles at Foundation - No Additional Days

General Conditions	
piles will be required	\$21,860.33
SUBTOTAL	\$21,860.33
Overhead @ 10%	\$2,186.03
Subtotal	\$24,046.36
Profit @ 5%	\$1,202.32
Subtotal	\$25,248.68
Payment & Performance Bond @ 1.1%	\$277.74
SUBTOTAL	\$25,526.42

Item 9 - IT Room - Five Additional Days

Builders Risk	\$872.67
Foreman	\$772.80
Additional Design Effort	\$3,375.00
Backboard	
Sound Insulation	
Door	
Metal Framing	
Drywall	
Paint	
Vinyl Base	
Electrical at Walls	
Data at Walls	
AHU3.	
Electrical for AHU3	
Condensate for AHU3.	
	11111111111111111111111111111111111111
SURTOTAL	
SUBTOTAL	
	\$18,343.24
SUBTOTAL Overhead @ 10%	\$18,343.24
Overhead @ 10%	\$18,343.24
	\$18,343.24
Overhead @ 10%	\$18,343.24 \$1,834.32 \$20,177.56
Overhead @ 10%	\$18,343.24 \$1,834.32 \$20,177.56
Overhead @ 10%	\$18,343.24 \$1,834.32 \$20,177.56 \$1,008.88
Overhead @ 10%	\$18,343.24 \$1,834.32 \$20,177.56 \$1,008.88
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Overhead @ 10%	\$18,343.24 \$1,834.32 \$20,177.56 \$1,008.88 \$21,186.44
Overhead @ 10%	\$18,343.24 \$1,834.32 \$20,177.56 \$1,008.88 \$21,186.44 \$233.05

Item 10 - Eyewash Station Fixture

Combined with Item 11 Below

Item 11 - Utility Sink and Eyewash Station Fixture - No Additional Days

Builders Risk	\$132.80 \$370.00 \$3,420.94
SUBTOTAL	\$3,923.74
Overhead @ 10%	\$392.37
Subtotal	\$4,316.11
Profit @ 5%	\$215.81
Subtotal	\$4,531.92
Payment & Performance Bond @ 1.1%	\$49.85
SUBTOTAL	\$4,581.77

Item 12 - Ice Machine Rough In - No Additional Days

Builders Risk	\$42.80
Additional Design F.ffort	\$360.00
Plumbing	\$702.35
Electrical	\$519.14
SUBTOTAL	\$1,624.29
Overhead @ 10%	\$162.43
Subtotal	\$1,786.72
Profit @ 5%	\$89.34
Subtotal	\$1,876.06
Payment & Performance Bond @ 1.1%	\$20.64
SUBTOTAL	\$1,896.70

<u>Item 13 - Public Works Bench – Design Effort Only/Owner Elected to Not Proceed</u> <u>With Installation</u>

Additional Design Effort	\$660.00
SUBTOTAL	\$660.00
Overhead @ 10%	Waived
Subtotal	\$660.00
Profit @ 5%	Waived
Subtotal	\$660.00
Payment & Performance Bond @ 1.1%	\$7.26
SUBTOTAL	\$667.26

Item 14 - Task Lighting at Maintenance Bench - No Additional Days

Builders Risk. Additional Design Effort. Electrical	\$60.15 \$175.00 \$1,542.17
SUBTOTAL	
Overhead @ 10%	\$177.73
Subtotal	\$1,955.05
Profit @ 5%	\$97.75
Subtotal	\$2,052.80
Payment & Performance Bond @ 1.1%	\$22.58
SUBTOTAL	\$2,075.38

Item 15 - Additional Windows - No Additional Days

Builders Risk Additional Design Effort Frames Glazing	\$660.00 \$1,198.00
SUBTOTAL	\$2,190.13
Overhead @: 10%	\$219.01
Subtotal	\$2,409.14
Profit @ 5%	\$120.46
Subtotal	\$2,529.60
Payment & Performance Bond @ 1.1%	\$27.83
SUBTOTAL	\$2,557.43

Item 16 - Electrified Door Hardware to Integrate Access Control System

This item to be submitted as separate Owner Requested PCO. Information available at this time for integration with additional Access Control System is not sufficient to evaluate.

Item 17 - Security Piping Per Layout Provided By City - No Additional Days

Builders Risk	\$367.86
Additional Design Effort	\$965.00
Electrical	\$9.535.99
SUBTOTAL	\$10,868.85
Overhead @ 10%	\$1,086.89
Subtotal	\$11,955.74
Profit @ 5%	\$597.79
Subtotal	\$12,553.53
Payment & Performance Bond @ 1.1%	\$138.09
SUBTOTAL	\$12,691.62

Item 18 - Floor Tile - 10 Additional Days ***Excludes Crack Isolation Membrane Per Owner Request Builders Risk......\$879.47 Temp Toilets 1 Week.....\$37.63 Temp Phone 1 Week......\$21.50 Dumpsters.....\$403.13 Truck 1 Week......\$107.50 Fuel 1 Week......\$53.75 Foreman.....\$1,932.00 Additional Design Effort.....\$550.00 Delete Stain Finish......<\$4,255.87> Floor Tile.....\$25,399.47 SUBTOTAL.....\$25,128.58 Overhead @ 10%.....\$2,512.86 Subtotal......\$27,641.44 Profit @ 5%.....\$1,382.07 Subtotal.....\$29,023.51 Payment & Performance Bond @ 1.1%.....\$319.26

Item 19 AHU at IT Room

All costs are combined and included in Line Item 9 Above

Item 20 - Stove Hood Exhaust System- No Additional Days

Builders Risk
SUBTOTAL\$21,661.85
Overhead @ 10%\$2,166.19
Subtotal\$23,828.04
Profit @ 5%\$1,191.40
Subtotal\$25,019.44
Payment & Performance Bond @ 1.1%\$275.21
SUBTOTAL\$25,294.65

Item 21 - Concrete Curb Adjacent to Swale -No Additional Days

General Conditions	\$157.69
Foreman	\$386.40
Additional Design Effort	\$360.00
Excavation	\$238.00
Formwork	\$1,150.50
Reinforcing	
Concrete	\$2,179.00
SUBTOTAL	\$4,659.02
Overhead @ 10%	\$465.90
Subtotal	\$5,124.92
Profit @ 5%	\$256.25
Subtotal	\$5,381.17
Payment & Performance Bond @ 1.1%	\$59.19
Payment & Performance Bond (a) 1.1 %	>><***********************************
SUBTOTAL	

<u>Item 22 - Revise Fencing - No Additional Days</u> ***Add CMU to 6' At US 1 in lieu of Chain Link-Metal Rail at Top of CMU

Builders Risk	\$1,150.00
SUBTOTAL	\$10,401.48
Overhead @ 10%	\$1,040.15
Subtotal	\$11,441.63
Profit @ 5%	\$572.08
Subtotal	\$12,013.71
Payment & Performance Bond @ 1.1%	\$132.15
SUBTOTAL	\$12,145.86

Item 23 - Additional Hose Bibs - No Additional Days

Builders Risk	,,,,,,,\$69.22
Additional Design Effort	\$600.00
Plumbing	\$1,376.01
SUBTOTAL	\$2,045.23
Overhead @ 10%	\$204.52
Subtotal	\$2,249.75
Profit @ 5%	\$112.49
Subtotal	\$2,362.24
Payment & Performance Bond @ 1.1%	\$25.98
SURTOTAL	\$2 388 22

Item 24 - Toilet Partitions - 2 Additional Days

Builders Risk	\$725.00 \$1,089.50
SUBTOTAL	\$5,445.14
Overhead @ 10%	\$544.51
Subtotal	\$5,989.65
Profit @ 5%	\$299.48
Subtotal	\$6,289.13
Payment & Performance Bond (a) 1.1%	\$69.18
SUBTOTAL	\$6,358.31

Item 25 - Added Data Drops for Security System

To Be Included in Future Line Item 28

Item 26 - Use Plywood at Millwork - No Additional Days

Builders Risk,	\$20.09
Additional Design Effort	\$160.00
Plywood at Millwork	\$400.00
SUBTOTAL	\$580.09
Overhead @ 10%	
Subtotal	\$638.09
Profit @ 5%	\$31.90
Subtotal	\$669.99
Payment & Performance Bond @ 1.1%	\$7.37
CHDTOTAL	\$677.36

Item 27 - Relocate Hoist Beam - 2 Additional Days

Builders Risk. Foreman. Additional Design Effort. Credit Original Pre- Fab Beam. Chain Hoist Included in Original. Structural Steel Fabricated & Erected.	\$772.80 \$3,065.00 \$1,000.00> No Change
SUBTOTAL	\$17,299.00
Overhead @ 10%	\$1,729.90
Subtotal	\$19,028.90
Profit @ 5%	\$951.45
Subtotal	\$19,980.35
Payment & Performance Bond @ 1.1%	\$219.78
SUBTOTAL	\$20,200.13

<u>Item 28 - PENDING - Access Control Subcontractor and All Items Addressing Access</u> Control System

TBD once all information is provided by Owner and can be evaluated. A Request for Change Order will be submitted once this information is received and evaluated.

TOTAL ALL OF THE ABOVE:.....\$328,630.63

Net Amount of Request for Change Order:.....\$328,630.63

Additional Time Requested for Change:

24 Calendar Days

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.

Respectfully Submitted,

Ken Bygler Project Manager



September 29,2016

Pedro Falcon Contractors, Inc 31160 Avenue C Big Pine Key, Florida 33043 305.289.5014

Re:

Marathon Utility Building K2M Project No. 16077

Contract Amendment Number 1 - Revised October 14, 2016

Mr. Ken Bygler,

This letter is Amendment Number 1 to the Agreement ("Agreement") between K2M Design, Inc. ("Consultant"), Pedro Falcon Contractors, Inc. ("Client") for the performance of services in connection with 10335 Overseas Highway, Marathon Florida 33050. ("Project") governed under the March 29, 20106 AIA B143 -2014 Contract. The purpose of this letter is to request additional fee outside the original scope of work. All other terms and conditions of the Agreement not previously amended or specifically modified by this Amendment remain in effect. Consultant and Client modify the Agreement as follows:

Design Professional shall provide architectural & engineering design services as described herein to changes and additions to the project scope as that were previous value engineered form the original scope and/ or added by the City of Marathon ("The Owner").

The Scope of Work is hereby modified to include the following:

 Architectural, Civil, Structural and MEP Design for the following items, based on the itemized list provided by Perdro Falcon

1.	Complete design services as listed below per item	
2.	Add 2" Asphalt over entire laydown area.	\$2425.00
3.	Add concrete slab at storage bunker.	\$750.00
4.	No additional services.	
5.	Incl. with item 6	
6.	Future gate, grade beam, conduit, life safety	\$950.00
7.	Incl. in item 2	
8.	No additional services	
9.	IT room	\$3375.00
10.	. Eye Wash station	\$195.00
11.	. Add utility Sink	\$175.00
12.	Add Ice Machine	\$360.00
13.	Add Public Works Bench	\$660.00
14.	Add task lighting over maintenance work bench	\$175.00
15.	Add windows at reception desk	\$660.00
16.	Security piping per layout provided by City	\$965.00
17.	Incl. in item 28	
18.	Ceramic Tile floor	\$550.00

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.



Best Regards,

19. Incl in item 9	
20. No additional services	
21. Concrete curb adjacent to swale	\$360.00
22. CMU fence on north side of storage area	\$1150.00
23. Added hose bibs	\$600.00
24. Added toilet partition	\$725.00
25. Included in item 28	
26. Plywood substrate for cabinets	\$160.00
27. Relocate hoist beam	\$3065.00
28. TBD with GC and security sub	
Total	\$18135.00

Compensation for these modifications over and above the original agreement is proposed at a fixed fee of EIGHTEEN-THOUSAND ONE- HUNDRED, THIRTY-FIVE DOLLARS (\$18,135.00) plus reimbursable expenses.

The contract sum prior to this Request is: NINETY-EIGHT THOUSAND DOLLARS (\$98,000.00).

The new contract sum after this Amendment will be ONE-HUNDRED SIXTEEN THOUSAND *ONE-HUNDRED, THIRTY-FIVE DOLLARS* (\$116,135.00). for architecture and engineering design services, construction documents and construction administration.

It has been a pleasure working Pedro Falcon on the Marathon Utility Building for the City of Marathon. Although each item may seem minor individually together they have added up to a significant additional time that has been required for design, engineering, calculations, plans and detailing. We trust that you understand the request and we assure you that you will be very happy with the end product. If the terms of this Amendment meet with your approval, please indicate by signing and returning one copy of this letter to us. If you have any questions, comments, or concerns or wish to discuss this request, please do not hesitate to contact me. Thank you.

K2M Design, Inc.

Phillip D. Badalamenti
Director of Keys and South Florida
Operations

Printed Name

Title

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

Affordable Asphalt

Estimate

94411 Overseas Highway
Tavernier, FL 33070
PH: (305) 853-1189 FAX: (305) 853-1191
office@aapavers.com

Date	Estimate #
10/10/2016	1105

	D-FALCON ELECTRU Avenue C	CAL CONTRACTORS
	e Key, Fl 33043	
PH#	872-2200 ext 28	
FAX	872-2219	Ken Bygler

Signature

		P.O. Number
Marathon Utility Building		
Apply tack coat and pave areas totaling 20,646 SF using S1 type asphalt at 1.5" in thic	kness	36,720.00
Apply tack coat and pave areas totaling 20,646 SF using S1 type asphalt at 2" in thick	ness	45,576.00
Apply tack coat and pave areas totaling 2,663-SF-using S1-type asphalt at 1.5" in thick	ness	6,566.00
Apply tack coat and pave areas totaling 2,663 SF using S1 type asphalt at 2" in thickness	99	7,066.00
0% deposit due upon execution of contract. Balance due upon day of		\$45,576.00

Date__

IVAN TILE, INC.

6465 Overseas Hwy Suite #1 Marathon, FL 33050 305-743-5562

E-mail ivantile@comcast.net

Estimate

Date	Estima
10/11/2016	976

Name / Address	
PEDRO FALCON	
31160 Ave C	
BIG PINE FL 33043	

Ship To	
PEDRO FALCON	
31160 Ave C	
BIG PINE, FL 33043	
BIG PINE, FL 33043	

Item	Description	Qty	Amount	Total
Installation	Marathon Utility Building Installation of Anti-fracture Latierete Blue 92 two part two parts crack insolation (1925 sqft floor)	3	2200.00	2200.00
Installation	Leveling, preparing floor to layout tile, installation tile on floor with 12x24 porcelain brick pattern, and 24x24 on floor, included Epoxy grout labor spectra lock Sandstone # 34		12897.00	12897.00
	stimated amount does not include any permit fes to be reimbursed to contractor	1	Total .	\$15,097.00

Signature

IVAN STONE CREATIONS

Estimate

6465 Overseas Hwy Marathon FI 33050 Phone: 305-743-5562

Fax: 305-743-5572

Email: ivantile@comcast.net

Date	Estima
10/12/2016	86051

Name / Address

PEDRO FALCON CONTRACTORS 31160 Ave C BIG PINE Ship To

BIG PINE

PEDRO FALCON CONTRACTORS 31160 Ave C

Canadal Oss	lare are not be not used			Terms	Project
Special Ord	ers can not be returned				
Item	Description		Qty	Rate	Total
Miscellane Miscellane Miscellane Miscell ane	Marathon Utility building Trinity Palais Cafe Matte 12x24 Trinity Palais Cafe 24 x24 Laticrete 252 thinset Epoxy grout Sandstone # 34 comerc Laticrete Blue anti-fracture two parts Sand mix to leveling Delivery Service, from Orlando FI to	crack-isolation	1,887 269 70 5 9 60 1	3.45 4.30 16.09 273.41 4 88.13 8.00 990.00	6,510.15T 1,156.70T 1,126.30T 1,367.05T 4,393.17T 480.00T 990.00

Buyer acknowledges that stone is a natural substance, formed within the earth, and that different types of stone, as well as individual stones within any given type, may vary in texture, color, thickness, density.

Subtotal	\$16,023.37
Sales Tax (7.5%)	\$1,127.50
Total	17,150.87



Fajardo Air Conditioning

Commercial ° Industrial ° Residential

588 Mokena Drive ° Miami Springs, FL 33166 Telephone 786-547-0343 ° Fax 305-887-0571 E-Mail: Fajardo aC @ bell south. net

PROPOSAL

Proposal Submited To: Pedro Falcon Contractor Christian Brisson For: (Project or Service Description Marathon Utility and Public Works Facility.
10335 Overseas Highway Marathon, FL33050.

lequipment for you in accordance with the c	and service under warranty (stated below) conditions and specifications set forth in this IALS USED (OUR PRICE INCLUDES ALL APPL) heating and/or air conditioning products and related proposal. ICABLE TAXES)
COST OF CAPTIVE AIR SYSTI	EMS	\$ 10,013.68
THE COST OF THE INSTALLA	TION BY UNIVERSAL HOOD	7,876.00
	TOTAL COST	\$ 17,889.68
WE PROPOSE hereby to furnish material and la	bor – complete in accordance with above specific	ation for the sum of: dollars (\$
practices. Any alteration or deviation from a extra charge over and above the estimate. A other necessary insurance. Our workers are fur pursuant to this agreement, the prevailing part in	bove specification involving extra costs will if agreements contingent upon strikes, accidents ily covered by Workmen's Compensation Insuran n said legal action shall be entitled to recover its i	nlike manner according to specification submitted, per standard be executed only upon written orders, and will become an or delays beyond our control. Owner to carry fire, fornado and ice. If either party commences legal action to enforce its rights reasonable attorney's fees and costs of litigation relating to said asolved by binding arbitration in accordance with the rules of the
our credit department.		on/or before and subsequently approved by
ACCEPTANCE OF PROP The above prices, specifications and cond Payment will be made as outlined above.		apted. You are authorized to do the work as specified.
Owner Acceptance:		Date:
	Signature	
Contractor Approval:	Roberto Fajardo Signature	Date: 11-13-16

STATE OF FLORIDA LICENSED CONTRACTOR CAC 042572

Tri-County Building Specialties, Inc.

1300 West McNab Road, Ste F Ft. Lauderdale, FL 33309 (954)977-6606 Fax# (954)977-9507

CUSTOMER **PROPOSAL**

SALES PROPOSAL# 14156

Sold To:

Pedro Falcon Contracting 31160 Ave C Big Pine Key, FL 33043

Ship To:

Pedro Falcon Contracting

31160 Ave C

Big Pine Key, FL 33043

Proposal Date: 09/27/2016

Page 1 of 1

Printed: 10/10/2016 15:19

Phone: (305)872-2200 Fax: (305)872-2219

Salesperson: Greylen Hankerson

Job Name: Marathon Utility TP

DATE REQ	CUSTOMER PO	PROPOSAL FOR	SHIP VIA	DATE SHIPPED
		Ken Bygler	BEST WAY	

ACCESSORIES (Stand-alone)

BR	ΑD	LE	Y C	0	RP	OF	R۸	TI	0	N	

ORD QTY	ACCESSORY DESCRIPTION
2	Toilet Partition Bradmar Series 700

TCBS

1000						
ORD QTY	ACCESSORY DESCRIPTION					
1	z- Sales Tax 7.5%					

LABOR

TCBS

1000						
QTY	DESCRIPTION					
1	Installation LABOR					

SUB-TOTAL

3,056.35

Shipping/Handling **GRAND TOTAL**

390.00 3,446.35

Accepted by:			Date:	
	(Print Name)	(Signature)	=	