

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2023-56**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CHANGE ORDER #2 FOR AREA 4 DISK FILTER UPGRADES TO REYNOLDS CONSTRUCTION, LLC; APPROVING A TIME ONLY INCREASE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the “City”) and Reynolds Construction, LLC (the “Contractor”) have entered into a Contract for the Area 4 Disk Filter Upgrades; and

WHEREAS, the City staff wish to enter into this Change Order #2, which will increase the time of completion due to supply chain issues.

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.

Section 2. Change Order #2 attached as Exhibit “A” seeks an extension of time to complete this project from December of 2023 until September of 2024 and is hereby approved. The City Manager is authorized to execute Change Order 2. There are no corresponding changes in price or other terms of the prior agreements and previous change order. The sole purpose for the delay and necessity of this current change order is supply chain issues with the contractor unable to obtain materials in a timely manner.

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 27th DAY OF JUNE 2023.

THE CITY OF MARATHON, FLORIDA



Luis Gonzalez, Mayor

AYES: Landry, Matlock, Smith, Still, Gonzalez
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


Diane Clavier

Diane Clavier, City Clerk

(City Seal)

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

Steve Williams

Steve Williams, City Attorney

EXHIBIT "C"
CHANGE ORDER

CHANGE ORDER NO. 02

TO: City of Marathon

PROJECT: City of Marathon Area 4 Disc Filter Upgrades

CONTRACTOR: Reynold's Construction, LLC

DATE: 31 May 2023

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.

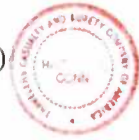
This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages, and/or time adjustments of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under the Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of **\$379,500.00** under the Agreement will **not 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 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

Attest: [Signature]
Signature and Title Elizabeth Dawson
Contractor Attorney-in-Fact

By: [Signature]
Name: George Garrett
Title: City Manager

By: [Signature]
Name: Joshua Vondersaar
Title: Project 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	\$379,500.00
(2)	Current Contract Price (Adjusted by Previous Change Orders)	\$379,500.00
(3)	Total Proposed Change in Contract Price	\$0
(4)	New Contract Price (Item 2 + Item 3)	\$379,500.00
(5)	Original Contract Time	120 Days
(6)	Proposed Change in Contract Time	120 Days
(7)	Current Contract Time (Adjusted by Previous CO)	275 Days
(8)	Total Change in Contract Time	275 Days
(9)	New Contract Time (Item 6 ± Item 7)	395 Days
(10)	Original Contract Substantial Completion Date	Dec 22, 2022
(11)	New Contract Substantial Completion Date	Sep 23, 2023

CHANGE ORDER HISTORY						
Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time
I.	CO #1	\$0	\$0	\$0	\$0	155 days
II	CO #2	\$0	\$0	\$0	\$0	120 days
III						
IV						
V						
VI						
Total						275 days

The Change Order is a result of: Changes are a result of manufacturer part delays for disc filter startup. More time is requested due to this delay.



**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 **Andrea Cortes, Elizabeth Dawson, William A. Kantlehner III, William A. Kantlehner IV, Ryan P. Mitchell, Thomas J. Mitchell, S. Annette Mullet, Christopher E. von Allmen, Andrew O. Mucci, Kevin H. Bowling, Adam Terry, and Andrew G. Windhorst Jr. of Louisville, Kentucky** 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, 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

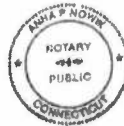
City of Hartford ss.

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 **31st** day of **May**, 2023




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.