

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-45**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A WORK DIRECTIVE CHANGE WITH CHARLEY TOPPIO AND SONS, INC. FOR THE MARATHON SOMBRERO BLVD. DRAINAGE IMPROVEMENTS PROJECT IN THE AMOUNT OF \$46,074.33; AUTHORIZING THE CITY MANAGER TO SIGN THE WORK DIRECTIVE CHANGE AND TO EXPEND APPROPRIATED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS; the City approved a contract with Charley Toppino & Sons, Inc., through Resolution 2024-127 to complete the Marathon Sombrero Blvd. Drainage Improvements Project; and

WHEREAS; Section 30 of the Contract identifies the variability of “Subsurface Conditions” and provides a route for additional payments through Section 29 of the Contract (a Change Order) when such variability requires a modification in the Contract; and.

WHEREAS; it has been determined that no other option exists but to move two Florida Keys Electric Cooperative (FKEC) telephones poles based on subsurface conditions; and

WHEREAS; approval of this Resolution is in the best interest of the City in protecting the health, safety, and welfare of the City,

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 hereby incorporated into this Agreement.

Section 2. Work Directive Change # 1 identified in the attached Exhibit is hereby approved. The City Manager is authorized to sign the Order and to expend funds based upon it.

Section 3. This resolution shall take effect immediately upon its adoption and signature of both parties.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, THIS 13TH DAY OF MAY 2025**

THE CITY OF MARATHON, FLORIDA



Lynn Landry, Mayor

AYES: Matlock, Still, DelGaizo, Smith, Landry
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:**



Steve Williams, City Attorney

EXHIBITS 'A & B'

**EXHIBIT "C"
CHANGE ORDER**

CHANGE ORDER NO. 1

TO: City of Marathon

PROJECT: Sombrero Blvd Drainage Improvements

CONTRACTOR: Charley Toppino & Sons Inc.

DATE: April 28, 2025

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 \$4,870,496.00 under the Agreement will be **changed** by this Change Order, and (b) the schedule for performance of Work will be **unchanged** 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 and Title
William L. Parker, Attorney in Fact

Attest: _____
Signature and Title
Claudia Diaz, secretary

City of Marathon

By: _____
Name: _____
Title: _____

Contractor: Charley Toppino & Sons, Inc.

By: _____
Name: _____
Title: _____

Exhibit "I"

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	<u>\$ 4,870,496.00</u>
(2)	Current Contract Price (Adjusted by Previous Change Orders)	<u>\$ 4,870,496.00</u>
(3)	Total Proposed Change in Contract Price	<u>\$ 46,074.33</u>
(4)	New Contract Price (Item 2 + Item 3)	<u>\$ 4,916,570.33</u>
(5)	Original Contract Time (Days)	<u>365 Days</u>
(6)	Current Contract Time (Adjusted by Previous Change Orders)	<u>365 Days</u>
(7)	Total Proposed Change in Contract Time	<u>0 Days</u>
(8)	New Contract Time (Item 6 + Item 7)	<u>365 Days</u>
(9)	Original Contract Substantial Completion Date	<u>February 15, 2026</u>
(10)	New Contract Substantial Completion Date	<u>February 15, 2026</u>

CHANGE ORDER HISTORY						
Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time
1	CO #1	\$4,870,496.00	\$46,074.33	\$0.00	\$4,916,570.33	0 days
Total					\$4,916,570.33	0 days

This Change Order addresses unforeseen utility conflicts impacting the installation of the 24” injection well for the proposed pump station. Proximity to overhead electric lines posed a conflict with the drilling of the proposed well which therefore resulted in coordination with FKEC to relocate two (2) existing power poles. This Change Order reflects the additional costs needed for FKEC to perform this adjustments beyond the original project scope.

The cost breakdown is as follows:

PCO #1 – FKEC Poles Relocation	\$ 46,074.33
TOTAL	\$ 46,074.33



**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 L. Parker** of **MIAMI**, Florida, 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: 

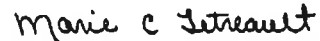
Robert L. Raney, Senior Vice President

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, 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, 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 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 15 day of April 2025




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-in-Fact and the details of the bond to which the power is attached.**

EXHIBIT "D"

Form of Work Directive Change

WORK DIRECTIVE CHANGE

No. #1

DATE OF ISSUANCE April 15, 2025

EFFECTIVE DATE _____

OWNER: City of Marathon

CONTRACTOR: Charley Toppino & Sons, Inc.

Contract: City of Marathon Sombrero Blvd Drainage Improvements

Project: City of Marathon Sombrero Blvd Drainage Improvements

OWNER's Contract No. _____ ENGINEER's Project No. 24100.001

You are directed to proceed promptly with the following change(s):

Description:

- FKEC Power Pole Relocation for Pump Station

Purpose of Work Directive Change:

- Allow contractor to coordinate with FKEC on payment for relocation of existing power poles without delaying construction schedule.

Attachments: (List documents supporting change)

- Work Directive #1 Memorandum

If OWNER or CONTRACTOR believe that the above change has affected Contract Price, any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

☐ Unit Prices

☐ Lump Sum

☒ Cost of the Work: \$43,880.31 + 5.0%

Estimated increase (decrease) in Contract Price: \$46,074.33

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: 0 days;

Ready for final payment: 0 days.

RECOMMENDED:

By: Steve Suggs
ENGINEER

AUTHORIZED:

By: Bryce Smith
CITY

MEMORANDUM

To: George Garrette – City Manager, City of Marathon
From: Steve Suggs, P.E.
Date: April 15, 2025
Re: COM Sombrero Blvd Drainage Improvements – Work Directive #1

This memorandum documents Work Directive #1 for the Sombrero Boulevard Drainage Improvements Project. The directive authorizes the contractor, Charley Toppino & Sons (CTS), to coordinate and fund the relocation of two Florida Keys Electric Cooperative (FKEC) power poles that conflict with the planned drainage work.

Scope of Work

FKEC will remove and reinstall two (2) existing poles and associated overhead lines to provide the necessary clearance for the drilling of the proposed 24-inch injection well. CTS will serve as the City's liaison, manage all scheduling with FKEC, and ensure the relocation is completed before drilling of the well in this area. The proposed relocation of the existing poles and overhead electric are shown in the attached Exhibit B.

Cost Summary

The table below outlines the cost impact for the proposed relocation to be incorporated into the construction contract as Change Order #1.

Cost Summary	
FKEC Invoice Amount (Exhibit A)	\$43,880.31
Contractor Mark-Up (As Allowed by Contract; 5.0%)	\$2,194.02
Total Change Order #1 Amount	\$46,074.33

Because the total exceed the City's \$35,000.00 administrative threshold, City Council authorization is required. The next regular City Council meeting is scheduled for May 13, 2025. A change order package will be submitted for placement on that agenda.

Work Directive Agreement

To avoid scheduling impacts, Work Directive #1 permits CTS to issue payment directly to FKEC upon approval of this directive. Reimbursement will occur in the following pay application period once Change Order #1 is formally approved by Council and executed by all parties.

Attachments

- Exhibit A: FKEC Invoice for Pole Relocation
- Exhibit B: FKEC Pole Relocation Aerial



Exhibit A: FKEC Invoice for Pole Relocation

FKEC-COST ESTIMATE WORKSHEET				FKEC-COST INVOICE WORKSHEET				FKEC-COST QUOTE WORKSHEET			
CIA		Material Sale Only		CIA		Material Sale Only		CIA		Material Sale Only	
Labor:											
			Crew Size		Total Hours		Hourly Rate				Cost
Line Crew Construction	Reg Hrs		5		12.00	\$	52.00	\$			3,120.00
Line Crew Retirement	Reg Hrs		5		12.00	\$	52.00	\$			3,120.00
Line Crew	DT Hrs		0		0.00	\$	104.00	\$			-
ROW Crew	Reg Hrs		0		0.00	\$	35.00	\$			-
ROW Crew	OT Hrs		0		0.00	\$	52.50	\$			-
ROW Crew	DT Hrs		0		0.00	\$	70.00	\$			-
Subtotal Labor											\$ 6,240.00
Taxes & Benefits							60%				\$ 3,744.00
Total Labor:											\$ 9,984.00

FKEC Installed Equipment & Material(s):			Quantity		Price		Cost
E48500011	50GX-13 POLE- DUCTILE IRON 50' 13KIP SELF SUPPOR		1.00	\$	7,654.74	\$	7,654.74
E48450004	45H1GX POLE- DUCTILE IRON 45' H1 3.5KIP		1.00	\$	5,150.82	\$	5,150.82
			0.00	\$	-	\$	-
			0.00	\$	-	\$	-
			0.00	\$	-	\$	-
			0.00	\$	-	\$	-
E48450004	45H1GX POLE- DUCTILE IRON 45' H1 3.5KIP - \$4,637.90		0.00	\$	5,150.82	\$	-
	DOB 2022 - 3.32%		0.00	\$	-	\$	-
E48450007	40C1GX POLE- DUCTILE IRON 40' C1 2.9KIP - \$1,385.63		0.00	\$	2,706.31	\$	-
	DOB 2010 - 3.32%		0.00	\$	-	\$	-
			0.00	\$	-	\$	-
			0.00	\$	-	\$	-
FKEC Installed Equipment & Material(s):							\$ 12,805.56

Member/Developer Installed Equipment & Material(s):			Quantity		Price		Cost
			0.00	\$	-	\$	-
			0.00	\$	-	\$	-
			0.00	\$	-	\$	-
			0.00	\$	-	\$	-

Member/Developer Installed Equipment & Material(s) Subtotal:							\$ -
Subtotal Material							\$ 12,805.56
Material Overhead					40%		\$ 5,122.22
Total Materials							\$ 17,927.78

Transportation:			Hrs/Miles		Rate		Cost
Bucket Truck	Hours Based		48.00	\$	50.00	\$	2,400.00
Digger Truck	Hours Based		8.00	\$	75.00	\$	600.00
Pick Up Truck	Miles Based		120.00	\$	0.70	\$	84.00
Chipper Truck/Chipper	Hours Based		0.00	\$	25.00	\$	-
Subtotal Transportation							\$ 3,084.00
Transportation Overhead					15%		\$ 462.60
Total Transportation:							\$ 3,546.60

Line Items:			Quantity		Price		Cost
Contracted Services			0.00	\$	-	\$	-
Depreciation on Retired Assets Plus Overhead			1.00	\$	6,023.43	\$	8,432.80
Total Line Items							\$ 8,432.80

Administrative Overhead:					10%		\$ 3,989.12
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GRAND TOTAL							\$ 43,880.31
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20% storage fee, assessed monthly, if Member/Developer Installed Equipment & Material(s) are not removed from FKEC property within 10 business days of payment receipt (not included in Grand Total).							
<i>Please make arrangements with FKEC if additional time and/or coordination is required.</i>							

Internal Use							
Customer Name/Contact:	City of Marathon		Date:	March 26, 2025			
Job Physical Location:	4000 Sombreno Blvd, Marathon						
Service/Work Order #:	16531738						
Prepared By:	Bryan Hess		Approved By:	<i>Josh Ellsworth</i>			

Cost Estimate Acknowledgement	
1. Should this work be completed by FKEC or a third party, a new estimate will be provided and signed by FKEC.	
2. This work is to be completed by FKEC or a third party, a new estimate will be provided and signed by FKEC.	
3. FKEC will be responsible for all costs associated with this work.	
4. All work is to be completed by FKEC or a third party, a new estimate will be provided and signed by FKEC.	
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Exhibit B: FKEC Pole Relocation Aerial

Name: FLORIDA KEYS RESORT LLC

Contact: (561)571-0365

Start Date: 03/11/2025

WO #: 16531738

FLORIDA KEYS ELECTRIC COOPERATIVE																																																				
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Name: FLORIDA KEYS RESORT LLC

Contact: (561)571-0365

Start Date: 03/11/2025

WO #: 18531738



**FLORIDA KEYS ELECTRIC
COOPERATIVE**

Address: 4000 SOMBRERO BLVD
City: MARATHON
WO Description: REPLACE 40C2GX W/20GX-13
Project: SSOCF: Date:



Station: RELOCATE - 2 Span: 137 Prev: 1	
Station Number: 24581437	
Assembly	Description
2 - 2700' 100AALAC	PHS COND - 100AALAC AZUSA
14 - 171400100X	POLE - 40 DUCTILE IRON 51 DUCT 2100W
16 - 111000100X	SPW - DELTA 3-34DEG
15 - 111000100X	200' 40' 0" 0.000000 12 12 12
15 - 111000100X	200' 40' 0" 0.000000 12 12 12


Staked	Released to Const	Built	Field Checked	Reconciled	Mapped	WO Closed
By: BH Date: 03/15/2025	By: RJC Date:	By: Date:	By: RJC Date:	By: JCE Date:	By: 0 Date:	By: Date:

Name: FLORIDA KEYS RESORT LLC

Contact: (561)571-0385

Start Date: 03/11/2025

WO #: 16531738

FLORIDA KEYS ELECTRIC COOPERATIVE	
Address: 4000 SOMBRERO BLVD City: MARATHON	
WO Description: REPLACE 40C2GX W/20GX-13	
Project: SSOFC: Date:	
	
Station: RELOCATE - 3 Span: 137 Prev: RELOCATE - 2	
Station Number: 2457781	
Assembly Description	
E 27610AAAC PRI COND - 10AAAC 42U/SA	
R 4144W024 POLE - 45' DUCTILE IRON H1 DIST 3.51KIP	
R 1141431 GUY - SINGLE DOWN INSULATED 3/8" BENZ	
R 1141431A CUTOFF - POLE MOUNTED w/ LA	
Size: 50	
R 1141431B ANCHOR - MANTA RAY w/ JTT 1.54KIP	
R 1141431C 1PH PRI SUSPENSION DE POLY	
R 1141431D 3PH - DELTA 0-30DEG	
R 1141431E POLE - 45' DUCTILE IRON H1 DIST 3.51KIP	
R 1141431F GUY - SINGLE DOWN INSULATED 3/8" BENZ	
R 1141431G ANCHOR - DBL HELICAL (FILL)	
R 1141431H CUTOFF - POLE MOUNTED w/ LA	
Size: 50	
R 1141431I 1PH PRI SUSPENSION DE POLY	
R 1141431J 3PH - HORIZ POST SAME SIDE	
E COMCAST	
E ATT	
Station: 4 Span: 54 Prev: RELOCATE - 3	
Station Number: 2458665	
Assembly Description	
E 12812AAAC PRI COND - 2AAAC AMES	
R 1141431K POLE - 45' DUCTILE IRON H1 DIST 3.51KIP	
R 1141431L CLAMP - DEADEND SECONDARY #2-10AL	
R 1141431M SERVICE ASSEMBLIES - LEFT POLE	
R 1141431N 1PH PRI 0-120DEG SGL VERT POST POLY	
R 1141431O SECONDARY WEDGE CLAMP #2 TO 10 AWC	
E COMCAST	
E ATT	
By: BH By: RJC By: By: RJC By: JCE By: D By:	
Date: 03/12/2025 Date: Date: Date: Date: Date: Date: Date:	

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