



COUNCIL AGENDA STATEMENT

Date: October 11, 2022
To: Honorable Mayor and City Council
From: Carlos A. Solis, P.E., Director of Public Works and Engineering
Through: George Garrett, City Manager

Agenda Item: **Resolution 2022-117**, Approving Change Order No. 2 To Contract Between The City And CEKRA, Inc. In The Current Amount Of \$1,040,577.00 For The Balance Funding Of The Replacement Of The Coco Plum Bridge; Increasing The Contract In An Amount Not To Exceed \$969,693.80 ; Authorizing The City Manager To Execute The Change Order And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

On November 15, the City entered into an agreement with CEKRA, Inc for the repair and rehabilitation of the Coco Plum Bridge, 116th Street Bridge, and 112th Street Bridge. During the execution of the work, it was determined that the condition of the Coco Plum Bridge was such that repairs would be cost prohibited, considering these repairs are temporary and the bridge would still require replacement in a few years. This change order includes the balance of the total cost of the bridge replacement, the cost for the bridge beams were included in a previous change order.

CONSISTENCY CHECKLIST:

| | Yes | No |
|------------------------|-------|-------|
| 1. Comprehensive Plan: | _____ | _____ |
| 2. Other: _____ | _____ | _____ |
| 3. Not applicable: X | | |

FISCAL NOTE:

Funding for this project is included the adopted FY23 Capital Infrastructure Budget. American Rescue Plan Act (ARPA) monies that the City received due to COVID-19 will be used to fund this transportation improvement project.

RECOMMENDATION:

Approval of Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2022-117**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CHANGE ORDER NO. 2 TO CONTRACT BETWEEN THE CITY AND CEKRA, INC. IN THE CURRENT AMOUNT OF \$1,040,577.00 FOR THE BALANCE FUNDING OF THE REPLACEMENT OF THE COCO PLUM BRIDGE; INCREASING THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$969,693.80; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the “City”) approved a contract for the Bridge Rehabilitation of the Coco Plum Bridge, 116th Street Bridge, and 112th Street Bridge (the “Project”) in November of 2021; and

WHEREAS, during the execution of the work, it was determined that the condition of the Coco Plum Bridge was such that repairs would be cost prohibited, considering these repairs are temporary and the bridge would still require replacement in a few years; and

WHEREAS, the change order includes the balance of the total cost of the bridge replacement, the cost for the bridge beams were included in a previous change order; and

WHEREAS, it was determined that the replacement of the Coco Plum Bridge is in the best interest of the city in lieu of repair of this bridge; and

WHEREAS, the City Council finds that it would be in the City’s best interest to approve this change order in an amount not to exceed \$969,693.80.

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

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

Section 2. The change order to the contract between the City and CEKRA, Inc. for the balance of the total cost of the bridge replacement, the cost for the bridge (beams were included in a previous change order) in a total amount not to exceed \$969,693.80, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute Change Order 2 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 11th DAY OF OCTOBER, 2022.

THE CITY OF MARATHON, FLORIDA

Mayor John Bartus

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(CITY SEAL)

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

City Attorney, Steven T. Williams

CHANGE ORDER #2-

TO: City of Marathon

PROJECT: Rehabilitation of Bridge Nos 904510, 904512, and 904540

CONTRACTOR: CEKRA, Inc

DATE: October 3, 2022

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 in Exhibits "B" attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to **CEKRA, Inc.** for all costs, expenses, overhead, and profit, and any damages of every kind that **CEKRA, Inc.** may incur in connection with the above referenced changes in the Construction Work under this Agreement. **CEKRA, Inc.** acknowledges and agrees that (a) the Guaranteed Current Maximum Price of \$1,04,0577.00 under the Agreement will be **changed** by this Change Order. **CEKRA, Inc.** 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.

CITY OF MARATHON
A Florida municipal corporation

CEKRA, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit "A"

CHANGE ORDER SUMMARY

Change Order No. 2

Project Title: Rehabilitation of Bridge Nos 904510, 904512, and 904540

Bid No. 2021-006

Owner: City of Marathon

Contractor: **CEKRA, Inc.**

Agreement Date: November 15, 2021

This Change Order is necessary to cover changes in the work to be performed under this Agreement. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS apply to and govern all work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

| | | |
|------|----------------------------------------------------|-------------------------|
| (1) | Original Contract Price | <u>\$526,127.00</u> |
| (2) | Current Contract Price (Adjusted by Previous C.O.) | <u>\$1,040,577.00</u> |
| (3) | Total Proposed Change in Contract Price | <u>\$969,693.80</u> |
| (4) | New Contract Price (Item 2 + Item 3) | <u>\$2,010,270.80</u> |
| (5) | Original Contract Time | <u>200 Days</u> |
| (6) | Proposed Change in Contract Time | <u>30 Days</u> |
| (6) | Current Contract Time (Adjusted by Previous C.O.) | <u>390 Days</u> |
| (7) | Total Proposed Change in Contract Time | <u>210 Days</u> |
| (8) | New Contract Time (Item 6 + Item 7) | <u>410 Days</u> |
| (9) | Original Contract Final Completion Date | <u>June 24, 2022</u> |
| (10) | New Contract Final Completion Date | <u>January 31, 2023</u> |

Rehabilitation of Bridge Nos 904510, 904512, and 904540

CHANGE ORDER HISTORY

| Item No. | Description | Current Contract Amount | Additive Change | Deductive Change | Net Change Contract Price | Net Change in Contract Time |
|----------|-------------|-------------------------|---------------------|--------------------|---------------------------|-----------------------------|
| I. | CO 1 | <u>\$526,127.00</u> | <u>\$604,450.00</u> | <u>\$90,000.00</u> | <u>\$514,450.00</u> | 190 Days |
| | CO 2 | \$1,040,577.00 | \$969,693.80 | | \$969,693.80 | 30 Days |
| Total | | \$1,040,577.00 | \$1,574,143.80 | <\$90,000.00> | \$1,484,143.80 | 210 Days |

Exhibit "B"

CHANGE ORDER JUSTIFICATION

As previous in change order1 , the Coco Plum ridge will be replaces though repairs were still required to maintain the safe operation of the bridge during the design and replacement process. This change orders provides the complete cost for the replacement, together with the cost noted on change order 1, which included the pre-fabricated beams .

September 26, 2022
 ITB-2021-006-02-2021
 City of Marathon



Coco Plum Bridge Replacement

4-3.2.1.1 Labor

| | | | | | | | |
|--------------------|----|-------|---|-------|------------------------------|-----------|-------------------|
| Payroll Rate | \$ | 22.00 | x | 3,840 | Hours of Unskilled Laborer = | \$ | 84,480.00 |
| Payroll Rate | \$ | 30.00 | x | 4,608 | Hours of Skilled Laborer = | \$ | 138,240.00 |
| Payroll Rate | \$ | 42.00 | x | 1,252 | Hours of Foreman = | \$ | 52,584.00 |
| Total Labor | | | | | | \$ | 275,304.00 |

Labor burden

| | | | | | | |
|---------------------------|----|------------|-----------------|--------|-----------|-------------------|
| FICA, FUTA/SUTA | \$ | 275,304.00 | x | 12.34% | \$ | 33,972.51 |
| Workers Comp | \$ | 275,304.00 | x | 14.41% | \$ | 39,671.31 |
| PerDiem | \$ | 500.00 | per week/person | | \$ | 92,000.00 |
| Insurance | \$ | 275,304.00 | x | 2.46% | \$ | 6,772.48 |
| Total Labor burden | | | | | \$ | 172,416.30 |

4-3.2.1.2 Materials and Supplies

| | | |
|-----------------------|-----------|-------------------|
| Asphalt/ Milling | \$ | 35,000.00 |
| Concrete | \$ | 9,200.00 |
| Guardrail | \$ | 36,666.02 |
| Thermo Striping | \$ | 5,000.00 |
| Rebar | \$ | 8,500.00 |
| Post Tensioning | \$ | 25,000.00 |
| Shoring of Pipe | \$ | 35,000.00 |
| Disposal | \$ | 60,000.00 |
| Misc Materials | \$ | 38,000.00 |
| Total Material | \$ | 252,366.02 |

4-3.2.1.3 Equipment

| | | | | | | |
|--------------------------|----|-----------|---|-------------|-----------|-------------------|
| 2 Pick up Trucks | \$ | 3,400.00 | x | 3 Month | \$ | 10,200.00 |
| Crane | \$ | 7,360.00 | x | 7 Days | \$ | 51,520.00 |
| 5,500 lbs forklift | \$ | 2,550.00 | x | 2 Month | \$ | 5,100.00 |
| Attenuator | \$ | 3,700.00 | x | 1 Flat | \$ | 3,700.00 |
| Temporary Traffic Lights | \$ | 6,750.00 | x | 4 Month | \$ | 27,000.00 |
| Concrete Barrier Rental | \$ | 18,875.00 | x | 1 Flat Rate | \$ | 18,875.00 |
| Excavator | \$ | 3,800.00 | x | 1 Month | \$ | 3,800.00 |
| 375 Sullair | \$ | 940.00 | x | 2 Month | \$ | 1,880.00 |
| Dump Trailer | \$ | 1,025.00 | x | 2 Month | \$ | 2,050.00 |
| Trailer Flat Bed | \$ | 530.00 | x | 2 Month | \$ | 1,060.00 |
| Total Equipment | | | | | \$ | 125,185.00 |

| | | |
|--------------------------------|-----------|-------------------|
| Total | \$ | 825,271.32 |
| Total with 17.5% markup | \$ | 969,693.80 |

Explanation:

This quote covers everything except for the purchase of the beams. It has been estimated that the removal and replacement of the existing bridge will include CTB installation, the removal of the existing bridge, the installation of new beams with an asphalt overlay. It has been estimated to take approximately 48 (8hr) working days with 3 foreman (1,252 Hrs), 12 skilled laborers (4608 Hrs) and 10 unskilled laborers (3840 Hrs).



ACME BARRICADES

Permanent Signs/Pavement Markings

9800 Normandy Blvd
Jacksonville, Fl. 32221
Tel.904-781-1950
Fax.904-781-1521

508 Clifton St
Orlando,Fl. 32808
Tel.407-253-4337
Fax.407-253-1342

2611 S. 82nd St
Tampa, Fl.33619
Tel.813-623-ACME
Fax.813-623-2045

1675 Commerce Blvd
Midway, Fl 32343
Tel.850-765-8546
Fax.850-765-8549

3400 Burriss Rd
Davie, Fl. 33314
Tel.954-321-8205
Fax.954-791-0921

3705 Interstate Park Way
West Palm,Fl 33404
Tel. 561-657-8222

3690 Canal St
Fort Myers, Fl. 33916
Tel.239-479-5266

8138 Tom Kow Rd
Lakeland,Fl. 33809
Tel.863-816-5874
Fax.863-665-6200

Date: Sept. 12 2022

Project Name: Coco Plum Bridge City of Marathon

Project Number:

Bid Date: Sept. 12 2022

County: Monroe

Const days up to 60 days Max

| ITEMS | | UNITS | QUANTITY | PRICE | TOTAL |
|-------------------------------------------------------------------------|------------------------------------------|-------|----------|---------|----------|
| 102-71-13 | BARRIER WALL TEMP F&I LOW PROFILE | LF | | | 0.00 |
| 102-71-15 | TEMP BARRIER WALL,F&I. ANCHORED | LF | 125 | 95.00 | 11875.00 |
| 102-71-16 | TEMP BARRIER WALL,F&I. FREE STANDING | LF | | | 0.00 |
| 102-71-23 | BARRIER WALL TEMP RELOCATE LOW PROFILE | LF | | | 0.00 |
| 102-71-25 | TEMP BARRIER WALL,RELOCATE ANCHORED | LF | | | 0.00 |
| 102-71-26 | TEMP BARRIER WALL RELOCATE FREE STANDING | LF | | | 0.00 |
| | | | | | |
| ATTENUATOR STAKING FEE FOR THE FIRST 50 LF ONLY PER ATTENUATOR LOCATION | | EA | | | 0.00 |
| MOB FEE (Estimated Qty Only, See Note Below) | | EA | 2 | 3500.00 | 7000.00 |
| TOTAL | | | | | 18875.00 |

10 Sections

*** All barrier must be placed on Flexible or Rigid Pavement, unless approved otherwise**

* Contractor shall be required to provide two weeks notice prior to required delivery, relocate or removal.

* This quote does not include any Thrie Beam or Guardrail work.

* Contractor shall be responsible for providing layout of barrier wall.

* Contractor shall be responsible for providing any MOT required for unloading/loading/installation/removal/adjustment/relocation of barrier wall.

***Staking/Bolting or Pining not included unless noted above.**

* MOB FEE quantity is estimated only. Contractor to pay for actual quantity of mobilizations to the project performed by Acme.

* Rental period is for up to the original contract days. If the rental period exceeds the original contract days, the Contractor agrees to pay the additional rental rate of .10 per linear foot per day.

* Missing or Damaged wall will be billed 385.00 per section for barrier wall and 1020.00 per section for Low Profile wall.

* If thru bolting on bridges is required the Contractor will supply appropriate equipment and operate when needed.

* Temp Barrier Wall delineators are included when required. Contractor shall be responsible for daily maintenance after installation.

*** Contractor shall not move or relocate barrier wall unless approved by Acme Barricades in writing.**

If the wall is Relocated by the Contractor without Acme's written consent, Contractor shall be responsible for compensating Acme the Relocate price quoted above.

*** This quote is valid for 45 days from date of bid.**

We appreciate your business and Good Luck in your bidding

Russell Abell

rabell@acmebarricades.com

Key West Welding & Fabrication, Inc. 149297

P.O. Box 2658 / KEY WEST, FLORIDA 33045 / PHONE 305-296-5555

(Same as "Sold To" unless otherwise indicated below)

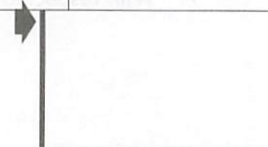
SOLD TO

P. Calib Hatoa

SHIP TO

| CUSTOMER ORDER NO. | | JOB NAME | | SHIPPED VIA | DATE | CUST. NO. |
|--------------------|---------|-------------------------------------|-----------------------------------------------------|-------------|----------------------|-----------|
| | | <i>Coco Plum Bridge Replacement</i> | | | <i>9-21-22</i> | |
| ORDERED | SHIPPED | ITEM NO. | DESCRIPTION | PRICE | AMOUNT | |
| | | | <i>Crane Quow</i> | | | |
| | | | <i>8 hr max job time</i> | <i>375</i> | <i>3,000.00</i> | |
| | | | <i>8 hr pigger</i> | <i>125</i> | <i>1,000.00</i> | |
| | | | <i>Mobilization & travel</i> | | <i>3,000.00</i> | |
| | | | <i>6% fuel surcharge - crane only</i> | | <u><i>360.00</i></u> | |
| | | | | | <i>7360.00</i> | |
| | | | <i>O.T. Additional Chg 75⁰⁰ per hour</i> | | | |
| | | | <i>Quow for crane is per day</i> | | | |

INVOICE TOTAL



Purchaser acknowledges that he/it has read the Terms and Conditions of sale listed on the reverse side of this invoice; and that he/it understands same and agrees to be bound thereby.

PLEASE REMIT TO ADDRESS ABOVE

ORIGINAL INVOICE

ALWAYS COPIED... NEVER THE SAME!



SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

GUARDRAIL • ATTENUATORS • FENCING • HANDRAIL • DISASTER RECOVERY



HEADQUARTERS: 7760 HOOPER ROAD • WEST PALM BEACH, FL 33411 • 561-792-0040 • WWW.SEHIGHWAY.COM
MIAMI, FL • ORLANDO, FL • TAMPA, FL • JACKSONVILLE, FL • SAVANNAH, GA • AUSTIN, TX • SAN ANTONIO, TX • DALLAS-FORT WORTH METROPLEX

| | |
|-----------|------------|
| Date | Estimate # |
| 9/21/2022 | 3772 |

| | |
|-------------|------------------|
| CONTRACTOR | CEKRA, INC |
| PROJECT | MARATHON, FL |
| DESCRIPTION | COCO PLUM BRIDGE |
| COUNTY | MONROE |

| Item | Description | Qty | U/M | Unit Price | Total |
|-----------|-------------------------------------------------------------------------------------|------|-----|------------|-------------|
| 101-1 | MOBILIZATION (2 INCLUDED) EACH AFTER \$3,000.00 | 0.00 | EA | \$3,000.00 | \$0.00 |
| 536-7-2 | SPECIAL GUARDRAIL POST- SPECIAL STEEL POST FOR CONCRETE STRUCTURE MOUNT | 8.00 | EA | \$535.61 | \$4,284.88 |
| 536-8-111 | GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I- INDEX 536-001, APPROACH TL-2 | 2.00 | EA | \$4,326.45 | \$8,652.90 |
| 536-8-113 | GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I- INDEX 536-001, TRAILING | 2.00 | EA | \$2,495.05 | \$4,990.10 |
| 536-85-20 | GUARDRAIL END TREATMENT -TRAILING ANCHORAGE | 2.00 | EA | \$2,948.53 | \$5,897.06 |
| 536-85-24 | GUARDRAIL END TREATMENT-PARALLEL APPROACH TERMINAL | 2.00 | EA | \$6,420.54 | \$12,841.08 |

PRICES ARE BASED ON GENERAL CONTRACTOR'S TAKE OFFS, QUANTITIES AND MATERIALS ARE TO BE DETERMINED.

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------|
| Due to volatile steel market, we ask that you please confirm this quote within 14 days . Material prices will change after 14 days if not confirmed. | Total | \$36,666.02 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------|

Notes:
Mobilizations will be paid following FDOT Standard Specifications Section 101-2. Any mobilizations required beyond the stated amount will be billed to the Prime Contractor at \$3,000.00 each.

SE Highway reserves the right to withdraw bid if contract is not issued within 30 days of bid date.
The following to be performed by others: Maintenance of Traffic, Miscellaneous Asphalt Patch Work around posts, all Concrete work, Excavation, Backfill, Shaping, Grading and Dewatering for any End Anchorage Assembly.

The above prices do not include bonds or dues. No material ordered or work scheduled without SIGNED QUOTE AND NOTICE TO OWNER INFO.

MATERIAL STOCKPILES ARE NOT SUBJECT TO RETAINAGE AND WILL BE PAID AT 100%.

This quotation and attached conditions and notes must be part of any subcontract, and its condition will prevail in the event of a conflict with any other terms of the subcontract documents.

SE Highway is not responsible for the color variations of the steel.

SE Highway reserves all salvage rights of all used guardrail material removed on this project. All Guardrail removed will become the property of SE Highway.

This quote that you have been provided with is copyrighted and trade protected and is confidential and intended solely for the recipient listed herein. If this information gets distributed in any manner outside of the intended recipient listed herein: IE, Text, WhatsApp, Hard Copy, Telephone, Email, Screenshots, Facsimiles, Orally or in any other means, Southeast Highway expressly reserves the right to pursue any and all legal remedies against you, your company, and the intended recipient of such information.

| | |
|-----------------------|-------|
| COMPANY: | |
| ACCEPTANCE SIGNATURE: | |
| PRINTED SIGNATURE: | DATE: |



Quotation

3226 SW 30th Avenue
Fort Lauderdale, FL 33312

Date 9/9/2022

Ship To Cakra
Coco Plum Bridge

Order Terms Net 30
Phone # (305) 592-1692
Sales Rep Kevin Johnson

PO #

| Line | Description | Order QTY | Unit | Shipped | Net Price | Extended |
|------|-----------------------------------------|-----------|------|---------|-----------|----------|
| 1 | SPEC Chem MP Grout | 116 | EA | 116 \$ | 12.19 \$ | 1,414.04 |
| 2 | DOW 902 RCS 40oz 1A+B | 1 | EA | 1 \$ | 125.48 \$ | 125.48 |
| 3 | 2-1/2" x 48" x 96" EPS | 5 | EA | 5 \$ | 71.95 \$ | 359.75 |
| 4 | 1/2"x6"x10' Fibre expansion joint | 1 | EA | 1 \$ | 105.71 \$ | 105.71 |
| 5 | 1/2"x6" Neoprene (25FT Roll) | 100 | LF | 100 \$ | 11.33 \$ | 1,133.00 |
| 6 | Meadow Burke CX-28 insert | 108 | EA | 108 \$ | 27.62 \$ | 2,982.96 |
| 7 | 3/4"x4" Coil bolt | 100 | EA | 100 \$ | 6.83 \$ | 683.00 |
| 8 | Dayton CX-51 Wall Plate | 36 | EA | 36 \$ | 43.81 \$ | 1,577.16 |
| 9 | WR Meadows MEL-Rol 38-1/2x62.5 | 7 | EA | 7 \$ | 194.55 \$ | 1,361.85 |
| 10 | WR Meadows MEL-Prime WB 5 Gal | 1 | EA | 1 \$ | 198.03 \$ | 198.03 |
| 11 | WR Meadows Pointing mastic 5 Gal | 1 | EA | 1 \$ | 232.02 \$ | 232.02 |
| 12 | Pave Cure Rez 5 Gal | 1 | EA | 1 \$ | 69.85 \$ | 69.85 |
| 13 | 1-1/4" Coil rod | 20 | EA | 20 \$ | 156.44 \$ | 3,128.80 |
| 14 | 1-1/4" coil nut plain | 50 | EA | 50 \$ | 6.08 \$ | 304.00 |
| 15 | 1-1/4" square washer | 20 | EA | 20 \$ | 19.10 \$ | 382.00 |
| 16 | Crackbond 2100 MV 4 Gal kit | 1 | EA | 1 \$ | 442.10 \$ | 442.10 |
| 17 | TBFB-FSF Turn buckle | 12 | EA | 12 \$ | 24.21 \$ | 290.52 |
| 18 | 3/4" BBOES | 50 | EA | 50 \$ | 74.00 \$ | 3,700.00 |
| 19 | 2"x4"x16' SYP #2 | 208 | EA | 208 \$ | 15.54 \$ | 3,232.32 |
| 20 | 4"x4"x16' SYP #2 | 65 | EA | 65 | 33.38 \$ | 2,169.70 |
| 21 | Stirrup bar 4P Bars | 168 | EA | 168 | 4.87 \$ | 818.16 |
| 22 | #4 Straight bar | 42 | EA | 42 | 26.84 \$ | 1,127.28 |
| 23 | Dayton F63 Stainless Flared coil insert | 100 | EA | 100 | 13.37 \$ | 3,900.00 |
| 24 | Euco Cable Grout PTX 50LB | 1 | EA | 1 | 59.77 \$ | 59.77 |

| | | |
|---------------|----|-----------|
| Gross Amount | \$ | 29,797.50 |
| Estimated Tax | \$ | 2,085.83 |
| Sub Total | \$ | 31,883.33 |
| Freight | \$ | - |
| Amount Due | \$ | 31,883.33 |



PC#: 0300
7603 OVERSEAS HWY
MARATHON, FL 33050 3126
305-743-6000

SUNBELT RENTALS, INC.

Salesman: 035201 BICKEL, BRIAN (352)
Typed By: JDECKER

Job Site:

CITY OF MARATHON -LAYDOWN YARD
105 AVE I
MARATHON, FL 33050

C#: 910-338-3643 J#: 910-338-3643

QUOTE



Contract #.. 130547043
Contract dt. 9/13/22
Date out.... 9/13/22 5:00 PM
Est return.. 10/11/22 5:00 PM
Job Loc..... 105 AVE I, MARATHON
Job No..... 1 - CITY OF MARATHON
P.O. #..... QUOTE
Ordered By.. KRATSA, CALEB
NET 30

Customer: 554515
CEKRA INC
PO BOX 7964
WILMINGTON, NC 28406

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

Table with 7 columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes items like 35HP-48HP FLOOR SAW GAS, 18,500LB MINI EXCAVATOR CAB, and 26" DIAMOND BLADE CONCRETE. Includes a warning message about OSHA's silica dust regulations.

SALES ITEMS:

Table with 4 columns: Qty, Item number, Unit, Price. Includes items like DLPKSRCHG (80.00), ENVIRONMENTAL FEE (110.88), and DELIVERY CHARGE (160.00).

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature Date Name Printed Delivered By Date



PC#: 0300
7603 OVERSEAS HWY
MARATHON, FL 33050 3126
305-743-6000

SUNBELT RENTALS, INC.

Salesman: 035201 BICKEL, BRIAN (352)
Typed By: JDECKER

Job Site:
CITY OF MARATHON -LAYDOWN YARD
105 AVE I
MARATHON, FL 33050

C#: 910-338-3643 J#: 910-338-3643

QUOTE



Customer: 554515
CEKRA INC
PO BOX 7964
WILMINGTON, NC 28406

Contract #.. 130547043
Contract dt. 9/13/22
Date out.... 9/13/22 5:00 PM
Est return.. 10/11/22 5:00 PM
Job Loc..... 105 AVE I, MARATHON
Job No..... 1 - CITY OF MARATHON
P.O. #..... QUOTE
Ordered By.. KRATSA, CALEB
NET 30

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

Table with columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes rows for SALES ITEMS, PICKUP CHARGE, Sub-total, Tax, and Total.

All amounts are in USD

* IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS *

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature Date Name Printed Delivered By Date



PC#: 0008
6710 AMSTERDAM WAY
WILMINGTON, NC 28405 3777
910-395-4334

SUNBELT RENTALS, INC.

Salesman: 000800 WILMINGTON HOUSE (00
Typed By: JSMITH20

Job Site:

CEKRA INC
6316 MERRYWOOD LN
WILMINGTON, NC 28409

C#: 910-338-3643 J#: 407-489-5386

QUOTE



Contract #.. 130298250
Contract dt. 9/07/22
Date out.... 9/12/22 8:00 AM
Est return.. 9/19/22 8:00 AM
Job Loc..... PO BOX 7964, WILMINGTON
Job No..... 20003409262
P.O. #..... QUOTE
Ordered By.. KRATSA, CALEB
NET 30

Customer: 554515

CEKRA INC
PO BOX 7964
WILMINGTON, NC 28406

Table with 7 columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Rows include 375CFM 150PSI DIESEL AIR COMPR, 10,000 WATT GENERATOR, 18' DECK TANDEM AXLE TILT TRAIL, 4 YARD TANDEM AXLE DUMP TRAIL, 5.5K 19' TELEHANDLER FORKLIFT, PICK UP TRUCK DELIVERY, and SALES ITEMS: 1 DLPKSRCHG.

*** EQP MSG ***
8 Hrs/Day 40 Hrs/Wk = 1.0x Rate
9-16 Hrs/Day 41-80 Hrs/Wk = 1.5x Rate
17+ Hrs/Day 81+ Hrs/Wk = 2.0x Rate
** ALWAYS REFER TO THE EQUIPMENT LOAD CHART AS TO ACTUAL LIFTING
CAPACITIES IN ALL THE EQUIPMENT'S LOAD RANGES **
WARNING - FORKLIFTS ARE NOT TO BE USED FOR LIFTING PERSONNEL

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NET 30

Customer: 554515

CEKRA INC
PO BOX 7964
WILMINGTON, NC 28406

Table with columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes items like TRANSPORTATION SURCHARGE, ENVIRONMENTAL/HAZMAT FEE, NCHERS0087, DELIVERY CHARGE, PICKUP CHARGE, and Sub-total: 4183.32, Total: 4473.39.

All amounts are in USD

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