

**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, 116<sup>th</sup> Street Bridge, and 112<sup>th</sup> 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:**

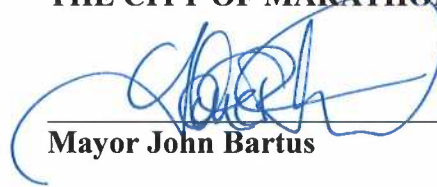
**Section 1.** The above recitals are true and correct and incorporated herein.

**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 11<sup>th</sup> DAY OF OCTOBER, 2022.

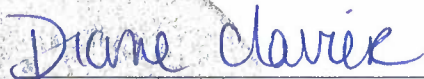
THE CITY OF MARATHON, FLORIDA



\_\_\_\_\_  
Mayor John Bartus

AYES: Zieg, Cook, Still, Gonzalez, Bartus  
NOES: None  
ABSENT: None  
ABSTAIN: None

**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

CHANGEORDER# 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: George Barrett

By: Anita N. Kratsa

Name: George Barrett

Name: Anita N Kratsa

Title: City Manager

Title: President

**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 order 1 , 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
<b>Total Labor</b>						<b>\$</b>	<b>275,304.00</b>

**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
<b>Total Labor burden</b>					<b>\$</b>	<b>172,416.30</b>

**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
<b>Total Material</b>	<b>\$</b>	<b>252,366.02</b>

**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
<b>Total Equipment</b>					<b>\$</b>	<b>125,185.00</b>

Total	\$	825,271.32
<b>Total with 17.5% markup</b>	<b>\$</b>	<b>969,693.80</b>

**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

9800 Normandy Blvd Jacksonville, FL 32271 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 Dawie, FL 33314 Tel. 954-321-8205 Fax. 954-791-0921	3705 Interstate Park Way West Palm, FL 33401 Tel. 561-657-8222	3690 Canal St Fort Myers, FL 33916 Tel. 239-479-5266	Permanent Signs/Pavement Markings 8138 Tom Xow Rd Lakeland, FL 33809 Tel. 863-816-5874 Fax. 863-665-6200
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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
<b>TOTAL</b>				<b>18875.00</b>

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](mailto: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 Matsa*

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 &amp; 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 75<sup>00</sup> 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 <b>14 days</b> . Material prices will change after 14 days if not confirmed.	<b>Total</b>	<b>\$36,666.02</b>
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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:



3226 SW 30th Avenue  
Fort Lauderdale, FL 33312

## Quotation

Date 9/9/2022

Ship To Cekra  
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



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 7 columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes rows for 35HP-48HP FLOOR SAW GAS, 18,500LB MINI EXCAVATOR CAB, and 26" DIAMOND BLADE CONCRETE. Also includes a warning message about OSHA's silica dust regulations and a sales items section with charges for transportation, environmental, and delivery.

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**



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.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
SALES ITEMS:						
Qty	Item number	Unit	Price			
	PICKUP CHARGE					160.00
Sub-total:						6385.88
Tax:						454.96
Total:						6840.84

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
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- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- 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.
- 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.
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Customer is declining Rental Protection Plan (see reverse side for details) \_\_\_\_\_ (Customer Initials)

Customer Signature	Date	Name Printed	Delivered By	Date
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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

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	375CFM 150PSI DIESEL AIR COMPR 0010060	315.00	315.00	940.00	2185.00	940.00
1.00	10,000 WATT GENERATOR 0080020	145.00	145.00	420.00	1005.00	420.00
1.00	18'DECK TANDEM AXLE TILT TRAIL 0241130	70.00	70.00	200.00	530.00	200.00
1.00	4 YARD TANDEM AXLE DUMP TRAILER 0241810	190.00	190.00	545.00	1025.00	545.00
1.00	5.5K 19' TELEHANDLER FORKLIFT 0560230	435.00	435.00	1085.00	2550.00	1085.00
1.00	PICK UP TRUCK DELIVERY 1460131	180.00	180.00	520.00	1520.00	520.00
*** 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						
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	75.000			75.00

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
<p>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 <a href="http://www.sunbeltrentals.com/rentalcontract">www.sunbeltrentals.com/rentalcontract</a>. * Delivery/Pickup Surcharge fee explanation is available at <a href="http://www.sunbeltrentals.com/surcharge">www.sunbeltrentals.com/surcharge</a>.          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.</p>		
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 P.O. #..... QUOTE  
 Ordered By.. KRATSA, CALEB  
 NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	TRANSPORTATION SURCHARGE	EA	58.840			58.84
1	ENVIRONMENTAL/HAZMAT FEE 2133XXX0000	EA	39.480			39.48
	NC 1.2% HEAVY EQUIPMENT SURCHARGE					
	DELIVERY CHARGE					150.00
	PICKUP CHARGE					150.00
				Sub-total:		4183.32
				Tax:		290.07
				Total:		4473.39

All amounts are in USD

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