

**CITY OF MARATHON, FLORIDA
RESOLUTION 2016-117**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA AUTHORIZING THE CITY TO ENTER INTO CHANGE ORDER 1 TO CONTRACT WITH MIKE HAACK EXCAVATING, INC., FOR THE 89TH STREET CANAL RESTORATION PROJECT INCREASING THE CONTRACT IN THE AMOUNT OF \$54,409.10 FOR MODIFICATIONS REQUIRED DUE TO UNFORESEEN UNSUITABLE MATERIAL; EXTENDING THE SUBSTANTIAL COMPLETION DATE 45 DAYS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER, APPROPRIATE FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon, Florida (The “City”) approved a contract with Mike Haack Excavating, Inc. on July 12, 2016 via Resolution 2016-50, to complete the 89th Street Canal Restoration (the “Project”); and

WHEREAS, a change order is required because unsuitable material was encountered during the project causing the piping to slid into the canal and the need for a design change to insure the stabilization of the canal wall; and

WHEREAS, the additional cost is deemed by the design team and construction manager to be reasonable for the proposed work.

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 are incorporated herein.

Section 2. The City Council hereby approves Change Order #1 with Mike Haack Excavating, Inc., a copy of which is attached hereto as Exhibit A, for additional work on the Project in an amount not to exceed \$54,409.10

Section 3. The City Council authorizes the City Manager to execute Change Order #1 on behalf of the City and appropriate funds.

Section 4. This resolution shall be effective upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13TH DAY OF DECEMBER, 2016.

THE CITY OF MARATHON, FLORIDA


Dr. Daniel Zieg, Mayor

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

CHANGE ORDER # 1 -

TO: City of Marathon
PROJECT: 89th Street Canal Restoration Project
ENGINEER: DDAI
CONTRACTOR: Mike Haack Excavating, Inc.
DATE: November 28, 2016

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 **Mike Haack Excavating, Inc.** for all costs, expenses, overhead, and profit, and any damages of every kind that **Mike Haack Excavating, Inc.** may incur in connection with the above referenced changes in the Construction Work under this Agreement. **Mike Haack Excavating, Inc.** acknowledges and agrees that (a) the Guaranteed Maximum Price of \$213,796.00 under the Agreement will be **changed** by this Change Order. **Mike Haack Excavating, 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
By: [Signature]
Name: Charles Lindsey
Title: City Manager

Mike Haack Excavating, Inc.
By: Ann L. Haack
Name: Ann L. Haack
Title: VP of Operations

Exhibit "A"

CHANGE ORDER SUMMARY

Change Order No. 1
Project Title **City of Marathon City Hall Project**
Bid No. N/A
Owner: City of Marathon
Contractor: **Mike Haack Excavating, Inc**
Agreement Date: July 29, 2016

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>\$213,796.00</u>
(2)	Current Contract Price (Adjusted by Previous C.O.)	<u>\$213,796.00</u>
(3)	Total Proposed Change in Contract Price	<u>\$ 54,409.10</u>
(4)	New Contract Price (Item 2 + Item 3)	<u>\$268,205.10</u>
(5)	Original Contract Time	<u>150 Days</u>
(6)	Proposed Change in Contract Time	<u>45 Days</u>
(6)	Current Contract Time (Adjusted by Previous C.O.)	<u>150 Days</u>
(7)	Total Proposed Change in Contract Time	<u>45 Days</u>
(8)	New Contract Time (Item 6 + Item 7)	<u>195 Days</u>
(9)	Original Contract Final Completion Date	<u>January 12, 2016</u>
(10)	New Contract Final Completion Date	<u>February 26, 2017</u>

CITY OF MARATHON CITY HALL PROJECT CHANGE ORDER HISTORY

Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time
1.		\$213,796.00	\$86,809.10	\$32,400	\$54,409.10	45 Days
Total		\$268,205.10	\$86,809.10	\$32,400.00	\$54,409.10	45 Days

Exhibit "B"

CHANGE ORDER JUSTIFICATION

During the installation of the proposed 60" RCP, unsuitable material was encountered to a depth in excess of 8 feet below the bottom of the culvert extending several feet outward on both sides of the road crossing. It was determined in a meeting with the engineer that the best and most economical solution is to install plastic ADS pipe in lieu of the much heavier concrete pipe. The cost of the ADS pipe is provided as a unit cost of the contract and additional cost for equipment rental. Attached is a breakdown of the cost.



127 Industrial Rd Suite E
Big Pine Key, FL 33043

89th Street Canal Improvements – Equipment & ADS PIPE

Change order #1:

Sunbelt Rentals – Contract #65272791
\$3,300.00

Sunbelt Rentals – Contract #63990091
\$4,460.00

NORTRAX – 544K Loader
\$7,460.00

NORTRAX – Contract #115579
\$11,829.00 - (Deduct Monthly Discount of \$239.90)
\$11,589.10

40 Liner Ft. of 60" ADS Pipe as previously bid under "alternate" @ \$1,500 per ft
\$60,000

Credit:
18 LF 60" RCP @ \$1,800/lf
<\$32,400>

TOTAL CHANGE ORDER AMOUNT: \$54,409.10

Nortrax, Inc.
 4343 N.W. 77th Ave
 Miami, FL 33166
 Phone: 305-592-5740
 Fax: 305-513-4353



Remit Payment to:
 Nortrax, Inc.
 Lockbox # 24765
 24765 Network Place
 Chicago, IL 60673-1247

INVOICE TO: 68589

MIKE HAACK EXCAVATING, INC.
 PO BOX 430725
 BIG PINE KEY FL 33043

USED AT LOCATION:

89TH ST & OVERSEAS HWY
 MARATHON FL

Invoice Period: 10/28/2016 to 11/03/2016

Invoice No:	PREVIEW
Invoice Date:	11/11/2016
Contract No:	115579
Billing Cycle:	Weekly
Payment Method:	Account
Next Invoice Date:	11/04/2016
Previous Invoices:	1
Page:	1 of 1
Customer PO No.:	

RENTAL UNIT DETAILS

Rental Unit No	Make	Model	PIN No	Billing Period	Rate	Rental Value	Tax Ind
106241	HITACHI	Z300	1FFDDP70LGF840120	10/28/2016 - 11/03/2016	2830.00	2830.00	Y

RENTAL UNIT ADJUSTMENT DETAILS

Rental Unit No	Make	Model	PIN No	Rental Class	Adj Amount	Tax Ind
Adjustment Notes:						

ADDITIONAL CHARGE DETAILS

Description	Recur Ind	Charge Method	Charge Value	Additional Charges	Tax Ind
Environmental Impact Fee - MIA	Y	Value	\$13.95	\$13.95	Y

CONTRACT INVOICE NOTES

WEEKLY RENTAL RATE PLUS \$13.95 ENV FEE AND TAX

Salesperson: CARLOS RODRIGUEZ

Rental Income:	\$2,830.00
Adjustment Amount:	\$0.00
Additional Charge Total:	\$13.95
Sales Tax:	\$213.30
Less Deposit:	\$0.00
Invoice Total:	\$3,057.25

Terms and Conditions

Payment in full is due thirty (30) days from the date of invoice (due date) on approved open accounts. Any amount not paid within thirty (30) days of the due date (interest-free period) will be subject to a monthly service charge of one and one-half percent (1.5%) or the maximum rate allowed by law, whichever is less, from the end of the interest-free period. If this is a PowerPlan rental, the terms of PowerPlan shall govern.



Mike Haack Excavating
PO Box 430725
Big Pine Key, FL 33043

October 28, 2016

Carlos A Rodriguez

QUOTATION

Project: 89th Street

RENTAL QUOTE For a John Deere 544K Loader

Weekly Rental Rate

\$1,865.00 + tax

Accepted By: X _____ Date: _____

Quotes are valid for 15 days unless otherwise indicated. Subject to prior sale or rental.

Terms: Due upon receipt of invoice. Rentals billed monthly in advance.

Used Equipment: Sold "As-Is" unless otherwise indicated on quote. No additional warranty is implied.

Location: Unless otherwise indicated, all quotes are FOB Nortrax Equipment Co.'s place of business. Non-stocked items are FOB manufacturer's factory. Additional re-stocking charges may apply to returned items.

Taxes: All quotations are subject to all applicable state sales taxes.

Late Fees: Past due balances may be subject to a service charge on the total past due balance. In the event the account must be placed in the hands of an attorney for collection, the purchaser agrees to pay a reasonable attorney's fee and the cost of collection.

Insurance: It is the customer's responsibility to provide proper proof of insurance prior to delivery or pick up of equipment.

General: The seller not being the manufacturer of the parts or equipment sold or quoted makes no warranty whatsoever concerning the parts or equipment except the manufacturer's warranty. Title to all goods covered by this document is to remain in the name of Nortrax Equipment co. until fully paid for. All claims for shortages must be made in writing within 15 days of sale.

Nortrax Equipment Co.

4343 N.W. 76th Avenue, Miami, FL 33166
Phone (305) 592-5740 Fax (305) 513-4353

Job Site:

CANAL IMPROVMENTS
5800 OVERSEAS HWY
89TH STREET OCEAN
MARATHON, FL 33050 2735
C#: 305-872-8945 J#: 305-504-3323

QUO



Contract #.. 65272791
Contract dt. 11/30/16
Date out.... 12/01/16 8:0
Est return.. 12/08/16 8:0
Job Loc..... 5800 OVERSEA
Job No..... 89TH STREET
P.O. #.....
Ordered By.. Haack, Chris
NET DUE UPON RECEIPT

Customer: 656982

MIKE HAACK EXCAVATING INC
PO BOX 430725
BIG PINE KEY, FL 33043-0725

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

QTY	EQUIPMENT #	Min	Day	Week
1.00	8' STREET BROOM 3 WHEEL 0401020	249.00	249.00	825.00

SALES ITEMS:

Qty	Item number	Unit	Price
1	DLPKSRCHG	EA	28.500
	TRANSPORTATION SURCHARGE		
1	ENVIRONMENTAL ENVIRONMENTAL RENTAL PROTECTION PLAN	EA	11.550

DELIVERY CHARGE

PICKUP CHARGE

Sub-total:
Tax:
Total:

All amounts are in USD

* **Rate your rental experience www.sunbeltrentals.com/survey** *****

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

- 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 other concerns, 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 and indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- 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. Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge.
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actual pickup.

Job Site:

CANAL IMPROVMENTS
 5800 OVERSEAS HWY
 89TH STREET OCEAN
 MARATHON, FL 33050 2735
 C#: 305-872-8945 J#: 305-504-3323

RESERVED



Contract #.. 63990091
 Contract dt. 10/10/16
 Date out.... 10/28/16 9:00
 Est return.. 11/25/16 9:00
 Job Loc..... 5800 OVERSEAS
 Job No..... 89TH STREET
 P.O. #.....
 Ordered By.. Haack, Chris
NET DUE UPON RECEIPT

Customer: 656982

MIKE HAACK EXCAVATING INC
 PO BOX 430725
 BIG PINE KEY, FL 33043-0725

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

QTY	EQUIPMENT #	Min	Day	Week
1.00	9 CU YD BEDDING BOX TRENCH BOX 0140720	150.00	150.00	425.00
2.00	8' X 20' STEEL ROAD PLATE 1"	345.00	345.00	345.00

SALES ITEMS:

Qty	Item number	Unit	Price
1	DLPKSRCHG TRANSPORTATION SURCHARGE	EA	63.000

DELIVERY CHARGE

PICKUP CHARGE

Job is located on 89th street Oceanside.
 Their are to vacant lots used as the la
 y down yard. Chris Haack is the contact
 305-504-3323

Sub-total:
 Tax:
 Total:

All amounts are in USD

Certain equipment above requires scheduled Preventive Maintenance. Sunbelt Rentals will monitor the operation time and perform PM service as manufacturers specifications. Customer shall be charged for each PM service performed during rental period.

 * **Rate your rental experience www.sunbeltrentals.com/survey** *****

IF THE EQUIPMENT DOES NOT WORK
 PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
 OVERTIME RATES MAY APPLY

- 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 other safety concerns, 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 liability and indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- 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. Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge.
- 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 returned.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- 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 19.