

**CITY OF MARATHON, FLORIDA
RESOLUTION 2016-50**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AWARD OF BID AND CONTRACT BETWEEN THE CITY OF MARATHON, FLORIDA AND MIKE HAACK EXCAVATING, INC., IN AN AMOUNT NOT TO EXCEED \$213,796 FOR THE 89TH STREET CANAL RESTORATION PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon has acquired grant funding from the FDEP for canal restoration projects, and 89th Street was the area within the City selected as the first canal to be improved; and

WHEREAS, the City of Marathon (the "City") published an Invitation to Bid for the 89th Street Canal Restoration Project (the "Project"); and

WHEREAS, it was determined that the bid received from Mike Haack Excavating, Inc. (the "Contractor"), in the amount of \$213,796 was the lowest responsive and responsible bid for the Project; and

WHEREAS, the City Council finds that accepting the Contractor's bid and awarding the Project contract to the Contractor is in the best interest of the City.

NOW, THEREFOR 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 Project contract between the City and Contractor in an amount not to exceed \$213,796, a copy of which is attached as Exhibit "A," together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the contract 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 12th DAY OF JULY, 2016

THE CITY OF MARATHON, FLORIDA



Mark Senmartin, Mayor

AYES: Coldiron, Kelly, Zieg, Senmartin
NOES: None
ABSENT: Bartus
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

**SECTION 00500
CONSTRUCTION CONTRACT**

This Contract (the "Contract") is dated as of the 29 day of July 2016 by and between the City of Marathon (hereinafter called the "CITY") and **Mike Haack Excavating, Inc.** (hereinafter called "CONTRACTOR") located at: **P.O. Box 430724 Big Pine Key, FL 33043.**

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 **Project/Work:** CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following: The Project consists of Installation of 60" RCP with mitered end sections and associated work at 89th Street, all in accordance with the construction drawings.

ARTICLE 2. CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Carlos A. Solis, P.E. Director of Public Works and Engineering, 9805 Overseas Highway, Marathon Florida 33050.

2.2 The CITY's ARCHITECT referred to in any of the Contract Documents designated herein is N/A, N/A.

2.3 The CITY's ENGINEER referred to in any of the Contract Documents designated herein is David Douglas And Associates, Inc., 11400 Overseas Hwy, Unit 211 Marathon, FL 33050.

ARTICLE 3. TERM

3.1 **Contract Term.** The Work shall be substantially completed within **One Hundred twenty (120)** calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and fully completed and ready for final payment in accordance with the Contract Documents within **One Hundred Fifty (150)** calendar days after the date specified in the Notice to Proceed ("Final Completion").

3.2 **Contract Time.** The Contract Term shall not commence until the CITY issues to CONTRACTOR a Notice to Proceed and the term of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 00700 – General Conditions, Article 14, Payments to Contractor and Completion.

3.3 Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in Section 00700 – General Conditions, Article 12, Contractor’s General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by CITY if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages to compensate the City and not as a penalty for delay or as an incentive to complete on time, CONTRACTOR shall pay CITY (\$1,500.00) for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Substantial Completion, if CONTRACTOR fails to fully complete the Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY (\$2,000.00) for each calendar day that expires after the time specified in Section 3.1 for full completion and readiness for final payment. Contractor agrees that the liquidated damage amounts specified in the Contract Documents bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City’s reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the work is not substantially completed on time and/or fully completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.

3.5 Should the Substantial Completion and/or Full/Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the CITY including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.

3.6 Monies due to the CITY under Sections 3.4 and 3.5 shall be deducted from any monies due the CONTRACTOR, or if no money is due or the amount due is insufficient to cover the amount charged, the CONTRACTOR shall be liable for said amount.

ARTICLE 4. CONTRACT PRICE

4.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article.

4.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the Unit Price Bid Form attached hereto as **Exhibit "A."** Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

4.2 The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

ARTICLE 5. PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Section 0700 - General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by CITY as provided in the General Conditions.

5.2 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

5.2.1 No progress payment shall be made until CONTRACTOR delivers to the CITY **certified copies of the performance bond and payment bond establishing that the bonds have been recorded with the county clerk**, complete original partial releases of all liens, bond claims, and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien, bond claim, or claim could be filed for work completed to date.

5.3 The CONTRACTOR agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment until Final Payment, as defined in Section 0700 - General Conditions, Article 14, Payments to Contractor and Completion.

5.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.

5.4 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

ARTICLE 6. INSURANCE/INDEMNIFICATION.

6.1 Insurance. The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

6.2 Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, their officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has made, or caused to be made, examinations, investigations, tests, or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to subsurface conditions or underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 The CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 The CONTRACTOR warrants the following:

7.8.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

7.8.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to declare contractor in default, and/or annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.8.3 Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

7.8.4 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Document 00200, Section 7.5, of the Instructions to Bidders.

ARTICLE 8. CONTRACT DOCUMENTS.

8.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

8.1.1 Change Orders.

8.1.2 Field Orders.

8.1.3 Contract for Construction.

8.1.4 Exhibits to this Contract.

8.1.5 Supplementary Conditions.

8.1.6 General Conditions.

8.1.7 Any federal, state, county or city permits for the Project

8.1.8 Specifications bearing the title: **(89th Street Canal Restoration Project)**

8.1.9 Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles: **(89th Street Canal Restoration)**

8.1.10 Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.

8.1.11 Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.

8.1.12 The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).

8.1.13 There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

8.1.14 The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

8.1.15 The General Conditions discuss the bond and surety requirements of the CITY. This Contract requires the CONTRACTOR to provide payment and performance bonds, unless stated otherwise in Section 255.05, Florida Statutes.. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

ARTICLE 9. MISCELLANEOUS.

9.1 Terms used in this Contract which are defined in Article 1 of the General Conditions, Section 700, will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders, Section 200, also apply to this Contract.

9.2 Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

9.5 Remedies. If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, liquidated damages specified in Article 3.4, actual damages, and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply. A default by CONTRACTOR under any contract with the CITY will be a default under all contracts with the CITY. The CITY may apply the proceeds from any contract between CONTRACTOR and the CITY to satisfy amounts owed by the CONTRACTOR to the CITY under any other contract.

9.6 Access to Public Records. The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. **Access to Public Records: The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. If the contractor has questions regarding the application of chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at 305-289-5120, cityclerk@ci.marathon.fl.us or mail to: City Clerk, City of Marathon, 9805 Overseas Hwy., Marathon, FL 33050.**

9.6

9.7 Inspection and Audit. The CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

9.8 Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

9.9 Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR: Mike Haack Excavation, Inc.
P.O. Box 430725
Big Pine Key, FL 33043
Attn: Chris Haack

FOR CITY: City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
ATTN: Chuck Lindsey, City Manager

WITH COPY TO: City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
ATTN: David Migut, City Attorney

9.10 WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be Monroe County, Florida.

9.11 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

9.12 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as **Exhibit "B"**.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF MARATHON, FLORIDA, signing by and through its City Manager, authorized to execute same by Council action on the 12th day of July, 2016, and by Mike Haack Excavating, Inc. (Contractor), signing by and through its VP Field of Ops duly authorized to execute same.

CONTRACTOR

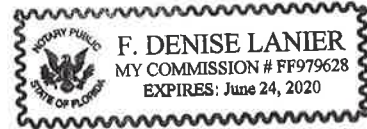
MIKE HAACK EXCAVATING, INC.

WITNESS

By: *A. L. Haack* Ann L. Haack

By: *[Signature]*
Printed name Christopher M. Haack
Title VP of Field Operations

By: *F. Denise Lanier*
(Signature and Title)
(Corporate Seal)
F. Denise Lanier/Florida Notary
(Type Name/Title signed above)



27th day of July, 20 16.

CITY

ATTEST
Diane Clavier
Diane Clavier, City Clerk

CITY OF MARATHON, FLORIDA
[Signature]
Chuck Lindsey, City Manager

29 day of July, 20 16

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE CITY OF MARATHON ONLY:

By: *David Migut*
David Migut, City Attorney

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ann L. Haack, certify that I am the
Vice President of Operations of Mike Haack Excavating, Inc. and that
Christopher M Haack, who signed the Bid with the City of Marathon, Monroe County,
Florida for Mike Haack Excavating, Inc., is Vice Pres of Field Operations of said Corporation
with full authority to sign said **Bid** on behalf of the Corporation.

Signed and sealed this 27th day of July, 2016.

(SEAL) *Ann L. Haack*
Signature

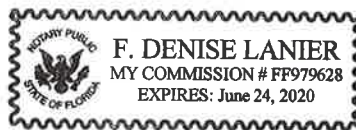
Ann L. Haack/VP of Operations MHEI
Typed w/Title

STATE OF FLORIDA
COUNTY OF Monroe

SWORN TO AND SUBSCRIBED before me this 27th day of July, 2016.

My Commission Expires:

F. Denise Lanier
Notary Public



CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, Christopher M. Haack, certify that I am the VP of Field Operations of Mike Haack Excavating, Inc. who signed the Bid with the City of Marathon, Monroe County, Florida, for the project titled 89th Street Canal Restoration Project, and that the following persons have the authority to sign **payment requests** on behalf of the Corporation:

Ann L. Haack Ann L. Haack/VP Operations
(Signature) (Typed Name w/Title)

Christopher M. Haack Christopher M. Haack/VP Field Operations
(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

Signed and sealed this 27 day of July, 2016.

(SEAL) F. Denise Lanier
Signature

F. Denise Lanier/Florida Notary
Typed w/Title

STATE OF FLORIDA
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 27 day of July, 2016.

My Commission Expires:

F. Denise Lanier
Notary Public

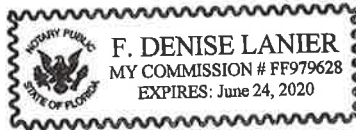


EXHIBIT "A"
BID

BASE BID					
Pay Item	Description	Unit	Qty	Unit Cost	Total Cost
101-1	Mobilization	LS	1	\$19,436.00	\$19,436.00
102-1	Maintenance of Traffic	LS	1	\$3,500.00	\$3,500.00
104-11	Floating Turbidity Barrier	LF	140	\$25.00	\$3,500.00
110-1-1	Clearing and Grubbing	LS	1	\$9,000.00	\$9,000.00
110-7	Mailbox, F&I	EA	2	\$750.00	\$1,500.00
110-82	Remove and Dispose Structural Timber	LS	1	\$2,500.00	\$2,500.00
120-1	Excavation	LS	1	\$5,000.00	\$5,000.00
120-6	Embankment	LS	1	\$24,000.00	\$24,000.00
160-4	Stabilization Type B (12")(LBR40)	SY	194.6	\$9.25	\$1,800.05
285-704	Optional Base Group 04 (Limerock)	SY	157.5	\$25.40	\$4,000.50
334-1-11	SuperPave Type SP 9.5 (Traffic A) (2")	TN	17.3	\$462.44	\$8,000.21
339-1	Miscellaneous Asphalt Pavement	TN	3.7	\$1,081.00	\$3,999.70
430-175-160	Pipe Culvert (Optional Material) (RCP) (60")	LF	40	\$1,800.00	\$72,000.00
430-982-143	Mitered End Section, Optional Round, 60" CD	EA	2	\$12,000.00	\$24,000.00
530-74	Bedding Stone 115 LB/CF	TN	25.3	\$61.67	\$1,560.25
530-3-4	Riprap - Rubble (Ditch Lining)	TN	70.3	\$241.80	\$16,998.54
536-1-1	Guardrail, Roadway, W-Beam	LF	87.5	\$65.58	\$6,000.75
536-85-25	Guardrail, End Anchorage Assembly, Type II	EA	2	\$1,500.00	\$3,000.00
536-73	Guardrail Removal	LF	80	\$50.00	\$4,000.00
TOTAL BASE BID COST (LUMP SUM)					\$213,796.00

TOTAL BASE BID : \$ Two Hundred Thirteen Thousand Seven Hundred Ninety Six &00/xxx (Dollars)
(LUMP SUM) (insert price using words)

EXHIBIT "B"
CHANGE ORDER

CHANGE ORDER NO. _____

TO: City of Marathon

PROJECT:

CONTRACTOR: DATE: _____

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 \$_____ under the Agreement will be [**unchanged**] [**changed**] by this Change Order, and (b) the schedule for performance of Work will be [**unchanged**] [**changed**] by this Change Order. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

CONSENT OF SURETY TO CHANGE ORDER

The Surety Agrees that this change order is not a cardinal change and if the Change Order includes an increase in the Contract amount, then the penal amount of the payment and performance bond issued for this Contract is increased by the dollar amount of this Change Order.

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

Attest: _____
Signature and Title

THE CITY OF MARATHON
a Florida municipal corporation

CONTRACTOR

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Doc# 2089310
Bk# 2812 Pg# 2090

SECTION 00610

PERFORMANCE BOND

BOND NO. 54-210448

Executed in 4 Counterparts

**This Bond must be recorded and a certified copy provided to the City
before payment will be made by the City.**

BY THIS BOND (the "Bond"), We Mike Haack Excavating, Inc. 157 Industrial Rd., Ste. E, Big Pine Key, FL 33043*
(name, address, telephone number) as principal, called CONTRACTOR, and
United Fire & Casualty Company, PO Box 73909, Cedar Rapids, IA ** (name, address, telephone number) as
surety, hereinafter called Surety, are bound to the CITY OF MARATHON, a Florida municipal
corporation, 9805 Overseas Highway, Marathon, FL, (305) 743-0033, hereinafter called CITY, in
the amount of Two hundred Thirteen thousand Seven hundred Ninety-six and 00/100
----- Dollars (\$213,796.00) for payment of which CONTRACTOR and Surety bind
themselves, their heirs, personal representatives, executors, administrators, successors and assigns,
jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and
CITY, for the following:

Contract Title: 89TH STREET CANAL RESTORATION PROJECT, Marathon, FL

Contract Number: 2016-50

Contract Date: 7/29/16

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs said Contract in accordance with its terms and conditions, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Pays CITY all losses, damages (direct and consequential, including delay and liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by CONTRACTOR under the Contract; and
3. Pays CITY and all other amounts due CITY by CONTRACTOR because of a default by CONTRACTOR under the Contract; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Contract or with the changes, do not affect the Surety's obligation under this

Section 00610

1 of 4

*(305) 872-8945

**52407-3909 (319) 399-5700

\824190\1 - # 1909114 v1

bond. Surety hereby waives notice of any alteration or extension of time made by the City. Any suit under this Bond must be initiated before the expiration of the limitation period set forth in Section 255.05, Florida Statutes.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____	N/A
(Witness)	_____
_____	_____
(Witness)	(Name and Address)

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____	N/A
(Witness)	Business Name and Address
_____	By: _____
(Witness)	

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

_____	N/A
(Witness)	Name and Address of Partnership
_____	By: _____
(Witness)	

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Corporate Seal)



Mike Hauck Excavating, Inc.
Name and Address of Corporation

157 Industrial Rd., Ste. E, Big Pine Key, FL 33043*

Business Address

A. G. Hauck
(Secretary)

By: [Signature]
President

SURETY

ATTEST:

(Surety Seal)

United Fire & Casualty Company
(Type Corporate Surety Name)

PO Box 73909, Cedar Rapids, IA 52407-3909
Business Address

Susan L. Reich
Susan L. Reich (Secretary)

By: Teresa L. Durham
SURETY Teresa L. Durham, Attorney-In-Fact

By: Teresa L. Durham
Florida Resident Agent

Teresa L. Durham
(Type Florida Resident's Name)

(407) 786-7770
Florida Agent's Business Telephone Number



ATTORNEY-IN-FACT

By: Teresa L. Durham

Name Teresa L. Durham, Attorney-In-Fact
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.

NOTE 3: Surety shall include evidence that Agent is licensed in Florida.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

**SECTION 00620
PAYMENT BOND**

BOND NO. 54-210448

Executed in 4 Counterparts

This Bond must be recorded and a certified copy provided to the City before payment will be made by the City.

BY THIS BOND (the "Bond"), We as Mike Haack Excavating, Inc. 157 Industrial Rd., Ste. E, * (name, address, telephone no.) 305-872-8945 as principal, called CONTRACTOR, and United Fire & Casualty Company, PO Box 73909, Cedar Rapids, IA ** as surety, hereinafter called Surety, are bound to the City of Marathon, 9805 Overseas Highway, Marathon, FL, (305) 743-0033, a Florida municipal corporation, hereinafter called CITY, in the amount of Two hundred Thirteen thousand Seven hundred Ninety-six and 00/100 Dollars for payment of which CONTRACTOR and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written contract entered into by CONTRACTOR and CITY, for the following:

Contract Title: 89TH STREET CANAL RESTORATION PROJECT, Marathon, FL
Contract No.: 2016-50
Contract Date: 7/29/16

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, and/or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Contract or with the changes, do not affect Surety's obligation under this Bond. Surety hereby waives notice of any alteration or extension of time made by the CITY.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

*Big Pine Key, FL 33043

**52407-3909 (319) 399-5700

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20____.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness) N/A
(Individual Principal)

(Witness) (Business Address)

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness) N/A
Business Name and Address

(Witness) By: _____

WHEN A PARTNERSHIP:

Signed, sealed and delivered in the presence of:


(Witness) N/A
Name and Address of Partnership

(Witness) By: _____

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Corporate Seal)



A. E. Haack
Secretary

Mike Haack Excavating, Inc.
(Corporate Principal Name)

157 Industrial Rd., Ste. E, Big Pine Key, FL 33043*
Business Address

By: [Signature]
President

ATTEST:

(Surety Seal)

Susan L. Reich
Susan L. Reich (Secretary)

United Fire & Casualty Company
(Corporate SURETY)

PO Box 73909, Cedar Rapids, IA 52407-3909
Business Address

By: Teresa L. Durham
(Surety) Teresa L. Durham, Attorney-In-Fact

Teresa L. Durham (407) 786-7770
Florida Resident Agent



ATTORNEY-IN-FACT

By: Teresa L. Durham

Name Teresa L. Durham, Attorney-In-Fact
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

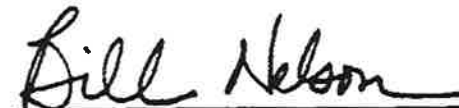
UNITED FIRE AND CASUALTY COMPANY

is hereby authorized to transact
insurance in the state of Florida.

This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.

Date of Issuance: May 03, 2000

No. 00-42-0644327



Bill Nelson
Treasurer and Insurance Commissioner

Doc# 2089310
BK# 2812 Pg# 2099



Florida
Department
of Insurance



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint LESLIE M DONAHUE, OR KIM E NIV OR JEFFREY W REICH, OR SUSAN L REICH, OR TERESA L DURHAM, OR PATRICIA L SLAUGHTER, OR GLORIA A RICHARDS, OR OR DON BRAMLAGE, OR LISA ROSELAND, OR CHERYL FOLEY, OR GLENN ARVANITIS, OR SONJA HARRIS, ALL INDIVIDUALLY of MAITLAND FL

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their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$35,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.



IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of October, 2013

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:

On 11th day of October, 2013, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis
 Iowa Notarial Seal
 Commission number 173041
 My Commission Expires 04/23/2018

Judith A. Davis Notary Public
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, 20_____.



By: *David A. Lange*

Secretary, UF&C
 Assistant Secretary, UF&I/FPIC