



**CITY OF AVON PARK**  
Highlands County, Florida

**CITY COUNCIL REGULAR MEETING  
CITY COUNCIL CHAMBERS  
123 E. Pine St., Avon Park, FL  
April 27, 2015  
6:00 PM**

**REVISED AGENDA\***

**A. OPENING**

1. Invocation
2. Pledge of Allegiance
3. Roll Call

**B. CITIZENS/OUTSIDE AGENCIES**

4. Proclamation/ World Lupus Day: May 10
5. Proclamation/ Motorcycle Safety Awareness Month: May
- 5a. Proclamation/ Community Action Month/ May \*
- 5b. Proclamation/ LULAC Recognition Day/ July 8 \*

**C. CONSENT AGENDA:**

6. Approve Regular Minutes, April 13, 2015

**D. COMMITTEE REPORTS/ ATTY UPDATES/ ANNOUNCEMENTS/  
PRESENTATIONS:**

7. LULAC convention announcement \*
8. Ag-Flying services contract update
9. Brickell Building Marketing panel/committee update

**E. ADMINISTRATIVE:**

10. ABATE Lease Agreement for use at Mowerplex
11. Ordinance 10-15 Future Land Use (5 parcels)

12. Charter amendment discussion
13. Donaldson Park: Future plans
14. Contract of Field Maintenance of Ball Fields
15. Resolution 15-09 Airport debt resolution/ **Sanitation** repayment
16. Resolution 15-10 Airport debt resolution/ **General Fund** repayment
17. Bid Award for BID 05-15 Fuel Farm \*
18. Contract with Cobb Construction for Fuel Farm at airport \*

**G. CITIZENS PARTICIPATION**

**H. ADJOURN**

Any person who might wish to appeal any decision made by the City Council of the City of Avon Park, Highlands County, Florida, in public hearing or meeting is hereby advised that he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based. Any person with disabilities requiring accommodations in order to participate should contact the City Manager prior to the meeting.

B 5 A

# Community Action Proclamation

**WHEREAS**, Community Action Agencies were created when the Economic Opportunity Act of 1964 was signed into law; and

**WHEREAS**, Community Action Agencies have a 50-year history of promoting self-sufficiency for the limited income; and

**WHEREAS**, Community Action Agencies have made an essential contribution to individuals and families in Florida by providing them with innovative and cost-effective programs; and

**WHEREAS**, Community Action Agencies are needed as a major participants in the reform of welfare system as we know it; and

**WHEREAS**, welfare reform in Florida has benefited from the state's partnership with community action agencies; and

**WHEREAS**, the limited income continue to need opportunities to improve their lives and their living conditions, thus ensuring that all citizens are able to live in dignity; and

**WHEREAS**, Florida and the entire United States must continue to promote economic security by providing support and opportunities for all citizens in need of assistance;

In honor of Community Action, NOW, THEREFORE, I, Sharon Schuler, Mayor of Avon Park, Florida, do hereby proclaim May 2015 as

## COMMUNITY ACTION MONTH

in Avon Park, Florida in recognition of the hard work and dedication of Avon Park's Community Action agencies.

IN TESTIMONY WHEREAS, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Avon Park, in Avon Park, Florida on this \_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Sharon Schuler

B-5-13

**PROCLAMATION**  
**City of Avon Park, Florida**

- WHEREAS:** 86 years ago, the founders of the League of United Latin American Citizens, better known as LULAC, joined together to establish an organization that would become the largest, oldest and most successful Hispanic civil rights and service organization in the United States; and
- WHEREAS:** since its inception on February 17, 1929 in Corpus Christi, Texas, LULAC has championed the cause of Hispanic Americans in education, employment, economic development and civil rights; and
- WHEREAS:** LULAC has developed a comprehensive set of nationwide programs fostering educational attainment, job training, housing, scholarships, citizenship and voter registration; and
- WHEREAS:** LULAC members throughout the nation have developed a tremendous track record of success in advancing the economic condition, educational attainment, political influence, health and civil rights of the population of the United States; and
- WHEREAS:** LULAC has adopted a legislative platform that promotes humanitarian relief for citizens and immigrants, increased educational opportunities for our youth, and equal treatment for all in the United States and its territories including the Commonwealth of Puerto Rico; and
- WHEREAS:** this year, the League of United Latin American Citizens will celebrate 86 years of community service to increase educational opportunities and improve the quality of life for Americans; and
- WHEREAS:** LULAC continues to work for the betterment of Hispanic Americans and it continues to fight discrimination, poverty, educational inequalities, disparities in political representation; and
- WHEREAS:** LULAC continues to work to assure that future Hispanic American generations receive all the constitutional rights inherited by them as citizens of the United States of North America.

**NOW THEREFORE,** I Sharon Schuler, Mayor of the City of Avon Park, Florida do hereby proclaim July 8, 2015, as

**LEAGUE OF UNITED LATIN AMERICAN CITIZENS RECOGNITION DAY**

In recognition of LULAC Highland County's inherent value of community service and volunteerism in the creation of a civil society and as means of community progress consistent with the mission of the League of United Latin American Citizens;

The City of Avon Park further recognizes the benefits of the collaborative work by many organizations that promote, facilitate and carry out needed service projects nationwide, and encourages its members and colleagues to urge their constituents to participate in community service projects;

The City of Avon Park acknowledges that, by serving one's country, one's community, and one's neighbor, our nation makes progress in civility, equality and unity consistent with the values vision and mission of LULAC;

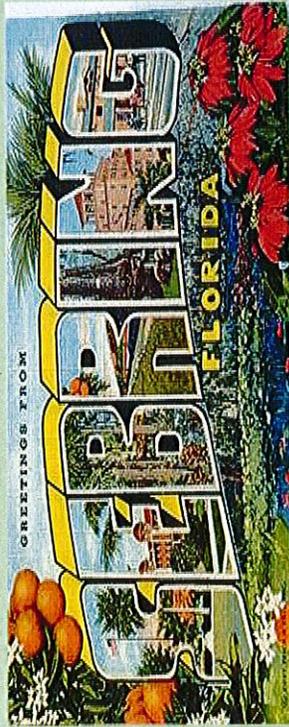
The citizens and residents of Avon Park are asked to join the LULAC membership in observing the organization's 86 years of service and the outstanding contributions LULAC has made to our county.

SIGNED, this 27 day of April, 2015

\_\_\_\_\_  
Sharon Schuler, Mayor

HOSTED BY  
HSHLAC

**May 23-24, 2015**  
*Inn on the Lakes*



Inn on the Lakes  
3101 Golfview Road  
Sebring, FL 33870  
Phone (800) 531-5253

# LULAC FLORIDA 2015 CONVENTION



## Fostering Equality & Celebrating Successes

*The community is invited to all Saturday's events*

- *Free Workshops Saturday (start @ 9am)*
- *Education Luncheon – 25<sup>th</sup> Anniversary of Consent Decree Celebration*
- *Awards Dinner*

Register now at [www.lulacflorida.com](http://www.lulacflorida.com)

For sponsorship opportunities or additional information contact:  
[imedrano@lulac.org](mailto:imedrano@lulac.org)

D-7



April 16, 2015

Maria Sutherland  
Administrative Services Director  
City of Avon Park  
110 East Main Street, 2<sup>nd</sup> Floor  
Avon Park, Florida 33825

RE: City of Avon Park  
Bid No. 05-15  
FDOT FM No. 436411-1-94-01  
Turn-Key Fuel Farm  
Avon Park Executive Airport  
Bid Tabulation and Recommendation to Award

Dear Ms. Sutherland:

AmHerst Consulting has concluded the evaluation of the bids submitted for the project referenced above. A total of six (6) sealed bids were submitted. The bid opening took place on April 14<sup>th</sup> at 2:00 PM in the City Manager's office. After analyzing the information provided by each contractor we determined that all bidders had supplied the information necessary to adequately evaluate the bids.

**RESPONSIVENESS OF BIDDERS**

All documentation required to be provided by the bidders was accounted for to include Addendum 1. As such, all bidders are considered responsive to the invitation to bid.

**BID TABULATION SUMMARY**

We have reviewed the bid documents provided by the City and ranked the contractors, from the lowest to the highest, based upon the total of Bid Schedules A, B and C. (See the attached spreadsheet). The bids are summarized below.

1.	L Cobb Construction, Inc.	\$315,616.00
2.	Aventura Construction Corp.	\$389,232.00
3.	American Environmental Aviation	\$394,314.00
4.	Leisure Construction, Inc.	\$425,229.00
5.	Close Construction, LLC	\$433,974.00
6.	Environmental Compliance Services, Inc.	\$474,600.00

One math error was found in the Bid Form submitted L Cobb Construction in that the Total of Bid Schedules A, B and C was incorrectly identified as \$315,616.00. The correct total is \$315,617.00. This will not impact the rankings of the contractors. No other math errors were found throughout the remaining bid documents.

Ms. Sutherland  
April 16, 2015  
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This project is primarily a fuel farm installation project, which is somewhat specialized, in that the Fuel Farm Performance Specification AST-101 requires an adequate experience level of the personnel fabricating and installing the equipment. Cobb Construction itself is not experienced with the fabrication and installation of aviation fueling systems. However, the tanks and equipment subcontractor identified in the bid, Aba-Con, has a staff that is well respected and highly experienced with the fabrication and installation of these types of fueling systems.

Cobb Construction's apparent low bid (\$315,617.00) is below the Engineer's Estimate of Probable Costs (\$412,000.00) by \$96,383.00 or -23.4%.

A review of the pay items within the bid submitted by Cobb Construction did not reveal any anomalies which could be interpreted as an "unbalanced" bid (i.e., overpricing bid items and overpricing work accomplished early on in the project). To determine whether the bid was unbalanced, it was evaluated for reasonable conformance with the *Engineer's Opinion of Probable Costs*, other similar completed projects, as well as the Florida Department of Transportation's *Pay Item Cost History* database.

#### **RECOMMENDATION FOR AWARD**

L Cobb Construction, Inc., submitted all required bid documents and provided a bid which was well below the engineer's estimate (-23.4%).

**Based on the above information, approval of FDOT, and the availability of FDOT funds, AmHerst Consulting recommends award of a unit price contract, which is inclusive of Bid Schedules A, B, and C, to L Cobb Construction, Inc., in the amount of three hundred and fifteen thousand six hundred and seventeen dollars and no cents (\$315,617.00).**

If you have any questions or require additional information, please contact me at (407) 480-3553.

Sincerely,

**AmHerst Consulting, LLC**



Wesley L. Teel  
Project Manager

Enclosure

cc: Julian Deleon, City of Avon Park  
Jason Lister, City of Avon Park  
Wendy Sands, FDOT District 1

City of Avon Park  
 City Bid No. 05-15, Turn-Key Fuel Farm  
 FDOT FM No. 436411-1-94-01  
 Bid Tabulation  
 Thursday, April 16, 2015

Turn-Key Fuel Farm Bid Schedule	Spec Ref.	Item Description	Units	Est. Qty	Engineer's Estimate		L Cobb Construction, Inc.		Aventura Construction Corp.		American Environmental Aviation	
					Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
A	AST-101-1	Turn-Key Fuel Farm	LS	1	\$364,500.00	\$364,500.00	\$279,670.00	\$279,670.00	\$369,058.00	\$369,058.00	\$354,314.00	\$354,314.00
B	FDOT Section 350	Concrete Pad	LS	1	\$35,000.00	\$35,000.00	\$25,408.00	\$25,408.00	\$12,903.00	\$12,903.00	\$30,000.00	\$30,000.00
C	FDOT Section 334	Asphalt Pavement	LS	1	\$12,500.00	\$12,500.00	\$10,539.00	\$10,539.00	\$7,271.00	\$7,271.00	\$10,000.00	\$10,000.00
<b>Total Base Bid</b>					<b>\$412,000.00</b>		<b>\$315,617.00</b>		<b>\$389,232.00</b>		<b>\$394,314.00</b>	

Turn-Key Fuel Farm Bid Schedule	Spec Ref.	Item Description	Units	Est. Qty	Engineer's Estimate		Leisure Construction, Inc.		Close Construction, LLC		ECS, Inc.	
					Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
A	AST-101-1	Turn-Key Fuel Farm	LS	1	\$364,500.00	\$364,500.00	\$399,131.00	\$399,131.00	\$404,774.00	\$404,774.00	\$436,400.00	\$436,400.00
B	FDOT Section 350	Concrete Pad	LS	1	\$35,000.00	\$35,000.00	\$19,614.00	\$19,614.00	\$19,200.00	\$19,200.00	\$23,100.00	\$23,100.00
C	FDOT Section 334	Asphalt Pavement	LS	1	\$12,500.00	\$12,500.00	\$6,484.00	\$6,484.00	\$10,000.00	\$10,000.00	\$15,100.00	\$15,100.00
<b>Total Base Bid</b>					<b>\$412,000.00</b>		<b>\$425,229.00</b>		<b>\$433,974.00</b>		<b>\$474,600.00</b>	

The total of Bid Schedules A, B and C was incorrectly identified as \$315,616. The correct total is \$315,617. This does not impact the rankings.

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**CONTRACT**

FDOT FM NO. 436411-1-94-01  
CITY OF AVON PARK BID NO. 05-15

THIS CONTRACT, made this 27<sup>th</sup> day of April A.D. of 2015, between the **CITY OF AVON PARK**, a dependent taxing district of the State of Florida, hereinafter called "**OWNER**", the party of the first part, and L. Cobb Construction or his, its or their successors, executors, administrators, and assigns hereinafter called the "**CONTRACTOR**", the party of the second part:

**WITNESSETH:**

**1. PURPOSE**

That the said Contractor agrees with the said Owner, for the consideration herein mentioned, at his, its or their own proper cost and expense to do all the work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Agreement in the manner and to the full extent as set forth in the proposal and the accompanying plans, specifications, addenda if any, and drawings, and they are as fully a part of the Contract as if hereto attached or herein repeated, and under security as set forth in the attached contract bond, and to the satisfaction of the fully authorized representatives of the Owner, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

**2. GENERAL DESCRIPTION OF WORK**

It is agreed that the work to be done under this Contract consists of "**TURN-KEY FUEL FARM AT THE AVON PARK EXECUTIVE AIRPORT**" as identified in the City of Avon Park Bid No. 05-15 and as shown in the bid documents prepared by AmHerst Consulting Company, LLC dated March 2015.

**3. PROJECT MANAGERS**

The Project Manager for the Owner is Mr. Wes Teel, AmHerst Consulting Company, LLC; the Project Manager for the Contractor is

\_\_\_\_\_ of L. Cobb Construction

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project and/or Construction Managers (the Managers) for attempted resolution or action. The Managers shall provide the latest contact information to one another prior to the Pre-Construction Conference. The Project Managers shall be responsible for overall coordination relating to the performance of the Contract.

**4. CONTRACT DOCUMENTS**

The Contract Documents for FDOT FM No. 436411-1-94-01 and City of Avon Park Bid No. 05-15, which comprise the Contract between the Owner and the Contractor, are attached hereto and made part hereof and consist of the following:

- A. This Contract, pages CI-1 through CI-11 inclusive.
- B. Contractor's Bid Bond, Page BB-1
- C. Contract Documents consisting of:
  - Invitation to Bid, pages INV-1 to INV-6 inclusive
  - Bid Form, pages B-1 to B-4 inclusive
  - Bid Sheet & Bid Schedule, pages B-5 to B-8 inclusive
  - Instructions to Bidders, pages INS-1 to INS-9 inclusive
  - Bid Conditions - DBE, pages BC-1 to BC-6 inclusive
  - Prime Bidder's Qualifications, pages BF1-1 to BF1-2 inclusive
  - Equal Opportunity Report Statement, page BF2-1 inclusive
  - Certification of Non-Segregated Facilities, page BF3-1 inclusive
  - Disadvantaged Business Unavailability Certification, page BF4-1 (if necessary)
  - Statement of Assurance – OSHA Standards, page SA-1 inclusive
  - Non-Collusive Affidavit, page NCA-1 inclusive
  - Final Release Form, page FR-1 inclusive
  - Special Provisions SP1 to SP10 inclusive
  - General Provisions, Sections 10 through 100 inclusive
  - Performance Specification, AST-101 inclusive
- D. Addendum Nos. \_\_\_\_\_, inclusive.
- E. Insurance Certificates, which shall be provided by the Contractor, along with the return of this executed Contract.
- F. Public Construction Bond, which shall be provided by the Contractor, in a form acceptable to the Owner.

- G. Any modifications, including change orders, duly delivered after execution of this Contract.
- H. Construction Plans dated March 2015.

**5. PERFORMANCE GUARANTY**

That the said Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the Owner any defect in workmanship or material appearing in the work for a period of one year from the date of final acceptance; and further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment, by the Owner shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this Contract. If the Owner deems it inexpedient to require the Contractor to correct deficient or defective work, an equitable deduction from the contract price shall be made therefore or in the alternative, the Owner may sue for damages.

**6. TIME OF PERFORMANCE**

The Contractor shall begin work within ten (10) calendar days after the signing, execution and delivery of written Notice to Proceed, and shall guarantee completion of Construction in accordance with the provisions set forth in the contract documents.

Commencement of the work by the Contractor shall be deemed a waiver of this notice. The work shall be conducted in such a manner and with sufficient labor, materials, tools, and equipment necessary to complete the work within the time limit set forth in the Contract. Should the organization of the Contractor, or its management, or the manner of carrying on the work be manifestly incompetent, or inadequate to do the work specified within the stated time, then the Owner shall have the right to take charge of the work and finish it and provide the labor, materials and equipment necessary to complete the work as planned within the required time and to charge the cost of all such work against the Contractor and his, or its Surety shall be held responsible therefore.

The Contractor fully understands and agrees that the Owner shall not pay for any obligation or expenditure made by the Contractor prior to the effective date of this Contract, unless the Owner authorizes such payment in writing.

**7. DELAY DAMAGES**

It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of (see Special Provision No. 5) per calendar day for each day thereafter, Sundays and holidays excluded. It is understood and agreed by both parties that these damages represent the actual damages which the Owner will have sustained per calendar day by failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in event of such default by the Contractor.

**8. CONTRACT PAYMENT**

The Owner shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents, the total amount of \$ 315,617.00 for the work. This is a unit cost Contract. Actual measurement dictates payment.

**9. PAYMENT SCHEDULE**

The Owner shall make payments on account of the Contract as follows:

Once each month progress payments shall be made during the process of construction in amounts Not-to-Exceed ninety percent (90%) of the amount due on the Contract on the basis of work completed as certified by the Contractor and approved by the Owner's Project Manager and/or Construction Manager. Contractor shall submit a payment application to the Owner's Construction Manager by the fifth (5th) day of each month. The application shall be for the dollar amount of the work complete on the last day of the preceding month. All invoices submitted by the Contractor shall reference the Owner's Contract number(s).

Upon the Completion of the Contract the Contractor shall provide the Owner's Project Manager with written notice that the work is ready for final inspection and acceptance. After written notice by the Contractor, the Owner's Project Manager shall inspect the work to determine whether the work is acceptable under the Contract and that the Contract has been fully performed.

Upon completion of the Contract the Contractor shall submit evidence satisfactory to the Owner that all payroll, materials, bills, and other indebtedness incurred by the Contractor in connection with the construction of the project have been paid in full.

After the work has been inspected and approved and after the Contractor has submitted satisfactory evidence of payment, the Owner's Construction and/or Project Manager(s) shall promptly issue a final certificate. Final payment shall be due within thirty (30) calendar days after the Owner's Project Manager issues the final certificate.

**10. AUDIT**

The Contractor agrees that the Owner or any of its duly authorized representatives shall, until the expiration of five years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract.

The Contractor shall refund by check payable to the Owner the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or five years after completion of the project and issuance of the final certificate, whichever is sooner.

**11. PUBLIC RECORD**

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Owner in conjunction with this Contract.

**12. GUARANTEE**

The Contractor guarantees the work to be free from construction defects for a period of one (1) year from final payment by the Owner, in accordance with the guarantee requirements of the General Provisions.

**13. CONTRACTOR RESPONSIBILITY**

The Contractor is an independent contractor and is not an employee or agent of the Owner. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contract between the Owner and the Contractor, its employees, agents, subcontractors or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility of the work and shall bear all losses resulting to him, or it, on account of the amount or character of the work, or because of the nature of the ground in or on which the work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever.

The Contractor shall protect the entire work, all materials under the Contract and the Owner's property (including machinery and equipment) in, or on or adjacent to the site of the work until final completion and work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expense to the satisfaction of the Owner or its Project Manager. Neither the Owner nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the work of the Contractor.

At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warning signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the Owner and its employees, and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

The Contractor assumes all risk of loss, damages and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

The Contractor agrees to forever save and keep harmless and fully indemnify the Owner, its Officers, employees and agents of and from all liabilities, damages, claims, recoveries, costs and expense because of loss of, or damage to, property, or injury to or deaths of persons in any way arising out of or in connection with the performance of this Contract to the extent of the bond and insurance provisions set out in Articles 15 and 16 in this Contract.

**14. INSPECTION**

The project will be inspected by the Construction and/or Project Manager and will be rejected if it is not in conformity with the Contract provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the Owner in writing that the work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

**15. PUBLIC CONSTRUCTION BOND**

The Contractor shall, prior to the commencement of work hereunder, furnish to the Owner a public construction bond acceptable to the Owner covering the faithful performance of this Contract and the payment of all obligations arising hereunder to **be AT LEAST in the amount of \_\_\_\_\_** (minimum 100% of Contract amount) with a Surety or Sureties satisfactory to the Owner.

**16. INSURANCE**

- (a) The Contractor shall procure and maintain, through the term of this Contract, Worker's Compensation insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation law for all employees of the Contractor and all subcontractors. The Workmen's Compensation insurance policy required by the Contractor shall also include Employer's liability.
- (b) The Contractor shall maintain during the lifetime of this Contract insurance policies in the amounts and of the kinds specified in the Special Provisions included herein.
- (c) The Contractor shall obtain in the name of the Owner, Owner's Protective Liability Insurance which shall have the same limits of coverage as that required above for the Contractor.
- (d) The cost of all insurance shall be included in the various unit prices bid.
- (e) Certificates to all insurance required from the Contractor shall be subject to the Owner's approval for adequacy
- (f) The Contractor shall not commence work until he has obtained all the insurance required herein. Insurance shall be maintained in full force and effect until the Contract has been fully and completely performed, as evidenced by final acceptance payment. All insurance policies shall provide for a thirty (30) day written notice to the Owner in the event of any modification, cancellation, or expiration of said policies.

**17. DEFAULT; TERMINATION**

- (a) **FOR CAUSE:** If either party fails to fulfill its obligations under this Contract in a timely and proper manner, the other party shall have the right to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Contract shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Contractor, the following items shall be considered a default under this Contract:

- (1) If the Contractor should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.
- (2) If the Contractor should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper material or if the Contractor should fail to make prompt payment for materials, or labor or other services entering into the work.

- (3) If the Contractor disregards laws, ordinances, or the instructions of the Construction and/or Project Manager or otherwise is guilty of a substantial violation of the provisions of the Contract.

In the event of termination, the Owner may take possession of the premises and all materials, tools, and appliances, thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date. If such expense of finishing the work shall exceed such unpaid balance the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Construction and/or Project Manager(s).

- (b) WITHOUT CAUSE: Either party may terminate the Contract without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the Owner shall compensate the Contractor for all authorized work satisfactorily performed through the termination date.

**18. VERIFICATION OF EMPLOYMENT STATUS**

Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of the Contract.

**19. FLORIDA PRODUCED LUMBER**

Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes (1987) where pertinent.

**20. ASSIGNMENT**

Contractor shall not assign this Contract to any other persons or firm without first obtaining Owner's written approval.

**21. ATTORNEYS' FEES AND COSTS**

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the Owner, including reasonable attorney's fees.

**22. NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to Owner:

Ms. Maria Sutherland  
Administrative Services Director  
City of Avon Park  
110 East Main Street  
Avon Park, Florida 33825

With copies to:

Mr. Wes Teel  
Project Manager  
AmHerst Consulting Company, LLC  
1000 Legion Place, Suite 1285  
Orlando, Florida 32801

If to Contractor:

**23. INDULGENCE NOT WAIVER**

The indulgence of either party with regard to any breach or failure to perform any provision of this Contract shall not be deemed to constitute a waiver of the provision or any portion of this Contract either at the time the breach or failure occurs or at any time throughout the term of this Contract.

**24. CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of service required hereunder, as provided for in Florida Statutes Section 112.311. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the Owner in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Owner as to whether the association, interest or circumstance would, in the opinion of the Owner, constitute a conflict of interest if entered into by the Contractor. The Owner agrees to notify (30) days of receipt of notification by the Contractor. If, in the opinion of the Owner, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Owner shall so state in the notification and the Contractor shall, at his/her option, enter into said association,

interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Owner by the Contractor under the terms of this Agreement.

**25. INTERPRETATION; VENUE**

This Contract constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written Agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida.

**26. CONTINGENT FEES**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract.

**27. LOBBYING AND INFLUENCING STATE EMPLOYEES**

(1) No State appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence any contractor, officer, or employee of the State in connection with the making of any State grant and the amendment or modification of any State grant.

(2) If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any contractor, officer, or employee of the State in connection with the making of any State grant, the contractor shall provide a full disclosure of lobby activities.

**28. RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**29. VETERAN'S PREFERENCE**

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans and disabled veterans. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**IN WITNESS WHEREOF**, the Owner has hereunto subscribed and the Contractor has affixed his, its, or their names, or name, and seal the date aforesaid.

**ATTEST:**

**CITY OF AVON PARK**

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Approved as to Form and Correctness:

\_\_\_\_\_  
City Attorney

**GENERAL CONTRACTOR**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**(SEAL)**

**ATTEST:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_