RESOLUTION NO. 12-07-51

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE BID AWARD AND CONSTRUCTION CONTRACT BETWEEN 3RD GENERATION PLUMBING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE MODIFICATIONS TO THE TOLLGATE SHORES STORMWATER MANAGEMENT SYSTEM; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) solicited bids from contractors for the Tollgate Shores Stormwater Management System Modification Project (“the Project”); and

WHEREAS, the Village Clerk opened sealed bids on May 25, 2012, and staff and Weiler Engineering Corporation subsequently reviewed the bids for accuracy and completeness; and

WHEREAS, it was determined the 3rd Generation Plumbing, Inc. was the lowest responsive and responsible bidder for the Project; and

WHEREAS, the Village Council finds that approval of the bid award and related contract (attached hereto as Exhibit “A”) is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.
Section 2. Approval of Bid Award. The bid award to 3rd Generation Plumbing, Inc. is approved by the Village Council.

Section 3. Approval of Contract. The Contract between 3rd Generation Plumbing, Inc. and the Village to provide construction modifications to the Tollgate Shores Stormwater Management System, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 4. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Contract.

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract.

Section 6. Execution of Contract. The Village Manager is authorized to execute the Contract on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Contract and to execute any extensions and/or amendments to the Contract, subject to the approval as to form and legality by the Village Attorney.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of July, 2012.

Motion to adopt by Vice Mayor Philipson, second by Councilman Purdo.
FINAL VOTE AT ADOPTION

Mayor Michael Reckwerdt  Yes
Vice Mayor Ken Philipson  Yes
Councilman Don Achenberg  Yes
Councilman Ted Blackburn  Yes
Councilman Dave Purdo  Yes

KEN PHILIPSON, VICE MAYOR

ATTEST:

DEBRA E. EASTMAN, MMC
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE
USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS:

VILLAGE ATTORNEY
SECTION 00500
CONSTRUCTION CONTRACT

THIS CONTRACT (the “Contract”) is dated as of the 29th day of July 2012 by and between ISLAMORADA VILLAGE OF ISLANDS (hereinafter called the “VILLAGE”) and 3rd Generation Plumbing, Inc. (hereinafter called CONTRACTOR) located at: Marathon, FL.

VILLAGE 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: TOLLGATE SHORES STORMWATER MANAGEMENT SYSTEM MODIFICATIONS. The project consists of the retro-fit of an existing gravity stormwater well into a pump-assist well.

Article 2. VILLAGE’S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1.   It is understood that the VILLAGE will designate a representative for the Work. The VILLAGE’S REPRESENTATIVE referred to in any of the Contract Documents designated herein is John Sutter, Parks and Rec/Public Works Director, 87000 Overseas Highway, Islamorada, Florida 33036.

2.2   The VILLAGE’s ARCHITECT referred to in any of the Contract Documents designated herein is N/A.

2.3   The VILLAGE’s ENGINEER referred to in any of the Contract Documents designated herein is Michael J. Giardullo P.E. of The Weiler Engineering Corporation, 201 W. Marion Avenue, Punta Gorda, Florida 33950.

Article 3. TERM

3.1   Contract Times. The work shall be substantially completed (“Substantial Completion”) within sixty (60) calendar days after the date specified in the Notice to Proceed, and completed (“Final Completion”) and ready for final payment in accordance with the Contract Documents within seventy five (75) calendar days after the date specified in the Notice to Proceed.

3.2.   Term. The term of the Contract shall be from the date of execution through the date of final payment unless terminated earlier pursuant to Document 00700, Article 14, Payments to Contractor and Completion of the General Conditions.

3.3   Survival of Obligations. Any obligations by the Contractor, including but not limited to Document 00700, 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. VILLAGE and CONTRACTOR recognize that time is of the essence in this Contract and that the VILLAGE 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 the delays, expense and difficulties involved in proving the actual loss suffered by VILLAGE if the Work is not completed on time. Accordingly, instead of requiring any such proof, VILLAGE and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay VILLAGE Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Final Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by VILLAGE, CONTRACTOR shall pay VILLAGE One Thousand Dollars ($1,000.00) for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.
3.5. Should the 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 other liquidated damages, all actual additional costs incurred by the VILLAGE for professional services will be the responsibility of the CONTRACTOR.

3.6. Monies due to the VILLAGE 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 VILLAGE 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 Sections 4.1.1 and 4.1.2 below:

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 in this Section 4.1.1.

4.1.2 Unit Price Work (Combined Bid Form)

<table>
<thead>
<tr>
<th>TOTAL</th>
<th>NO. ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESTIMATED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td>$4,000.00</td>
<td></td>
</tr>
<tr>
<td>Bonds, Insurances, Taxes, etc…</td>
<td>LS</td>
<td>1</td>
<td>$8,300.00</td>
<td></td>
</tr>
<tr>
<td>Site Grading, complete</td>
<td>LS</td>
<td>1</td>
<td>$6,000.00</td>
<td></td>
</tr>
<tr>
<td>Sod, complete, installed, in place</td>
<td>SF</td>
<td>25,200</td>
<td>$11,292.00</td>
<td></td>
</tr>
<tr>
<td>Modifications to Existing Well Control Structure, complete</td>
<td>LS</td>
<td>1</td>
<td>$9,000.00</td>
<td></td>
</tr>
<tr>
<td>Pump Structure, complete, Installed, in place</td>
<td>LS</td>
<td>1</td>
<td>$10,000.00</td>
<td></td>
</tr>
<tr>
<td>Valve Box, complete, installed, in place</td>
<td>LS</td>
<td>1</td>
<td>$9,000.00</td>
<td></td>
</tr>
<tr>
<td>12-inch HDPE Drainage Pipe, complete, installed, in place</td>
<td>LF</td>
<td>32</td>
<td>$2,500.00</td>
<td></td>
</tr>
<tr>
<td>Pumps with Rail Mount, Complete, Installed, in place</td>
<td>EA</td>
<td>2</td>
<td>$12,497.00</td>
<td></td>
</tr>
<tr>
<td>6-inch Check Valves, complete, Installed, in place</td>
<td>EA</td>
<td>2</td>
<td>$2,900.00</td>
<td></td>
</tr>
<tr>
<td>Piping from Well Casing Including Fittings, complete, installed, in place</td>
<td>LS</td>
<td>1</td>
<td>$2,000.00</td>
<td></td>
</tr>
<tr>
<td>2-inch PVC SDR 26 Electric Conduit with Wiring, complete, installed, in place</td>
<td>LF</td>
<td>145</td>
<td>$3,500.00</td>
<td></td>
</tr>
<tr>
<td>Control Panel, mounted, in place</td>
<td>LS</td>
<td>1</td>
<td>$3,500.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL OF ALL UNIT PRICES</td>
<td></td>
<td></td>
<td></td>
<td><strong>$84,489.00</strong></td>
</tr>
</tbody>
</table>

Eighty-four thousand four hundred eighty-nine DOLLARS and zero CENTS

$84,489.00 DOLLARS

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 General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by VILLAGE as provided in the General Conditions.

5.2 Progress Payments, Retainage. VILLAGE 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 VILLAGE'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 not be made until the CONTRACTOR delivers to the VILLAGE complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the VILLAGE, 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 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 VILLAGE for each Progress Payment until Final Payment, as defined in the 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 VILLAGE'S REPRESENTATIVE shall determine, or VILLAGE may withhold, in accordance with the General Conditions.

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

5.5. The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the VILLAGE complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the VILLAGE, 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 or claim could be filed. The CONTRACTOR may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to VILLAGE to defend and indemnify VILLAGE and any other property owner, person or entity VILLAGE may be required to indemnify against any lien or claim.

5.6. Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, VILLAGE shall pay the remainder of the Contract Price and any retainage as recommended by the VILLAGE'S REPRESENTATIVE.

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 VILLAGE 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 VILLAGE, 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 VILLAGE 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 and/or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that VILLAGE does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to 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 VILLAGE 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 VILLAGE'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 VILLAGE'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 VILLAGE, FDEP, SFWMOD or FDOT has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the VILLAGE shall have the right to 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 VILLAGE.

7.8.4. **Public Entity Crime Statement:** The CONTRACTOR warrants that it has not been place on the convicted vendor list following a conviction for public entity crime, as specified in Document 00100, Section 7.5, of the Instructions to Bidders.

**Article 8. CONTRACT DOCUMENTS.**

8.1 The Contract Documents listed below, which are incorporated herein for all purposes, 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 The Department of Environmental Protection permit and the South Florida Water Management District permit for the Project

8.1.8 Specifications bearing the title: **Technical Specifications for Islamorada Village of Islands – Tollgate Shores Stormwater Management System Modifications.**

8.1.9. Drawings consisting of a cover sheet and sheets numbered 2, 3, 4a, 4b, 5, 6a, 6b, 7 with each sheet bearing the following general title: **Tollgate Shores Stormwater Management System Modifications.**

8.1.10. Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form and other documents and information provided by CONTRACTOR in response to the Invitation to Bid, 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 VILLAGE. 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 VILLAGE’s prior written authorization.

Section 00500
Page 5 of 12
8.1.15. The General Conditions discuss the bond and surety requirements of the VILLAGE. This Contract does [XX] does not [ ] require bonds. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

8.1.16 Unless specifically set forth otherwise or modified in a subsequent Contract Document, any and all requirements set forth in any Contract Document are binding upon CONTRACTOR as set forth fully therein. All warranties, representations and statements made by CONTRACTOR in any Bid Document or by implication in CONTRACTOR'S Bid Form or bid proposal are restated herein and ratified herein by CONTRACTOR.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders 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. VILLAGE 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 VILLAGE may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the VILLAGE. Nothing contained in this Contract shall limit the VILLAGE from pursuing any legal or equitable remedies that may apply.

9.6. Access to Public Records: The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The VILLAGE shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

9.7. Inspection and Audit: During the term of this Contract and for five (5) years from the date of Termination, the CONTRACTOR shall allow VILLAGE 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 VILLAGE determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the VILLAGE, the CONTRACTOR shall remit such payments to the VILLAGE.

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:
FOR VILLAGE:

Islamorada Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036
ATTN: Edward Koconis, Village Manager

WITH COPY TO:

Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.
2525 Ponce de Leon Blvd
Coral Gables, FL 33134
ATTN: Village Attorney

9.10. Waiver Of Jury Trial And Venue: The VILLAGE 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 in the Upper Keys Division, Monroe County, Florida.

9.11. Attorneys' Fees: If either the VILLAGE 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 prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

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 A.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: ISLAMORADA VILLAGE OF ISLANDS, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the 12th day of July, 2012, and by 3rd, 2012 (Contractor), signing by and through its President, duly authorized to execute same.

VILLAGE

ATTEST

SIGNATURES:

VILLAGE Clerk

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

Vice Mayor
APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA VILLAGE OF ISLANDS ONLY:

By: [Signature]
VILLAGE Attorney

CONTRACTOR

WITNESS

By: [Signature]
[Name]

By: [Signature]
[Name], President

(Type Name/Title signed above)

23rd day of July, 2012.

(*) 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, James M. Massaro, certify that I am the President of the Corporation, and that myself, who signed the Bid with the Islamorada Village of Islands, Monroe County, Florida for ______________, is President of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this 23 day of July, 2012.

(SEAL)

James M. Massaro
Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 23rd day of July, 2012.

My Commission Expires: April 16, 2014

Notary Public
CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL.

I, James N. Massara, certify that I am the President of 3rd Generation Plumbing Inc., who signed the Bid with Islamorada Village of Islands, Monroe County, Florida, for the project titled Tollgate Sheerock Storm Water Management System, and that the following persons have the authority to sign payment requests on behalf of the Corporation: Modification.

James N. Massara, President

Judy Todd, Secretary

Signed and sealed this 23rd day of July, 2012.

(SEAL)

Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 25th day of July, 2012.

My Commission Expires: April 16, 2014

Rebecca Todd
Notary Public

Section 00500
Page 11 of 12
CHANGE ORDER NO. _____

TO: ISLAMORADA VILLAGE OF ISLANDS

PROJECT: Tollgate Shores – Stormwater Management System Modifications

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 “A” 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 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 this 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.

__________________________________________  _______________________________________
ISLAMORADA, VILLAGE OF ISLANDS            CONTRACTOR
a Florida municipal corporation

By: ___________________________            By: ___________________________
Name: ___________________________            Name: ___________________________
Title: ___________________________            Title: ___________________________

END OF SECTION