AGENDA SUMMARY
TAVARES CITY COUNCIL
OCTOBER 5, 2016

AGENDA TAB NO. 9
SUBJECT TITLE: Resolution 2016-17
Variance-Accessory Structure in Side Yard
404 North Disston Avenue

OBJECTIVE:

To consider a variance to allow an accessory structure to be constructed in an exterior side yard at 404 North Disston Avenue.

SUMMARY:

This is a variance application from Jessica Cougler to construct an accessory residential structure in the exterior side yard of her property located at 404 North Disston Avenue. The owner of the property desires to build a 144 square foot detached covered deck beside their existing home. The subject property is a corner lot and the existing home is configured in a manner so that there is a limited rear yard and a substantial side yard. The proposed side yard setback of this accessory structure is greater than 12.5 feet which is the minimum exterior side yard setback for accessory structures located in rear yards on corner lots. The City's Land Development Regulations allow accessory structures only in a rear yard within a residential district.

The property's exterior side yard is fenced from street view and due to the existing home's setbacks, this side yard functions as a rear yard to the house. It is staff's opinion that this variance is appropriate considering the existing conditions. A building permit issued by the City's Building Department will be required for the proposed structure.

OPTIONS:

1. That City Council moves to approve Resolution 2016-17.
2. That City Council moves to deny Resolution 2016-17.

PLANNING & ZONING BOARD RECOMMENDATION:

At its September 15 meeting, the Planning & Zoning Board voted unanimously to recommend approval of Resolution 2016-17.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve Resolution 2016-17.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

This resolution has been reviewed by the City Attorney and approved for legal sufficiency.

RESOLUTION 2016-17

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, GRANTING A VARIANCE TO THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS, SECTION 8.8 (D), ACCESSORY USES AND STRUCTURES, BY ALLOWING AN ACCESSORY STRUCTURE TO BE CONSTRUCTED WITHIN A SIDEYARD IN A RESIDENTIAL DISTRICT, AT PROPERTY LOCATED AT 404 NORTH DISSTON AVENUE; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Jessica Cougler is the owner of property addressed as 404 North Disston Avenue, legally defined in **"Exhibit A"** attached to this resolution; and

WHEREAS, the subject property is zoned Residential Multi-Family (RMF-2); and,

WHEREAS, the subject property is a corner lot and the existing home is configured in a manner so that there is a limited rear yard and a substantial side yard; and

WHEREAS, the City's Land Development Regulations allow accessory structures only in a rear yard within a residential district; and,

WHEREAS, the property owner desires to build a 144 square foot detached covered deck beside their existing home in the exterior side yard; and,

WHEREAS, the proposed side yard setback of this accessory structure is greater than 12.5 feet which is the minimum exterior side yard setback for accessory structures located in rear yards on corner lots; and

WHEREAS, the property owner has applied for a variance to allow the construction of the proposed accessory structure in the property's exterior side yard; and

WHEREAS, the City Council finds the requested variance to be in harmony with existing site conditions and will not be detrimental to the surrounding neighborhood; therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA AS FOLLOWS:

The applicant is hereby granted a variance to allow for the following specified development standards:

1. A 144 square foot detached covered deck may be constructed in the property's exterior side yard provided the applicant obtains a building permit for the proposed addition and complies with applicable Building Code regulations.

THIS RESOLUTION will become effective upon approval by the Tavares City Council.

PASSED AND RESOLVED this ____day of _____ 2016 by the Tavares City Council.

_____

Lori Pfister, Mayor
Tavares City Council

ATTEST

_____

Nancy A. Barnett, City Clerk

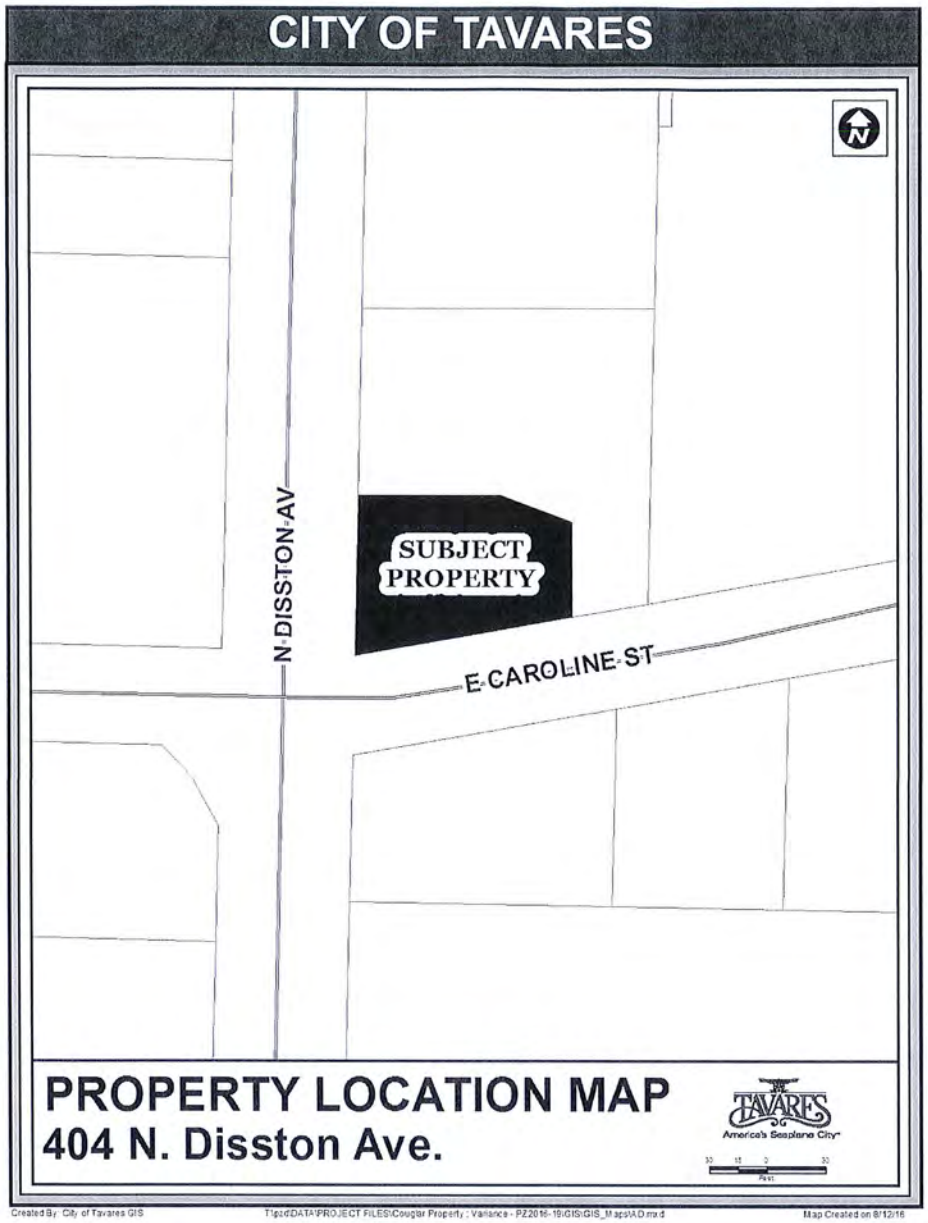
Approved as to form and legality:

_____

Robert Q. Williams, City Attorney

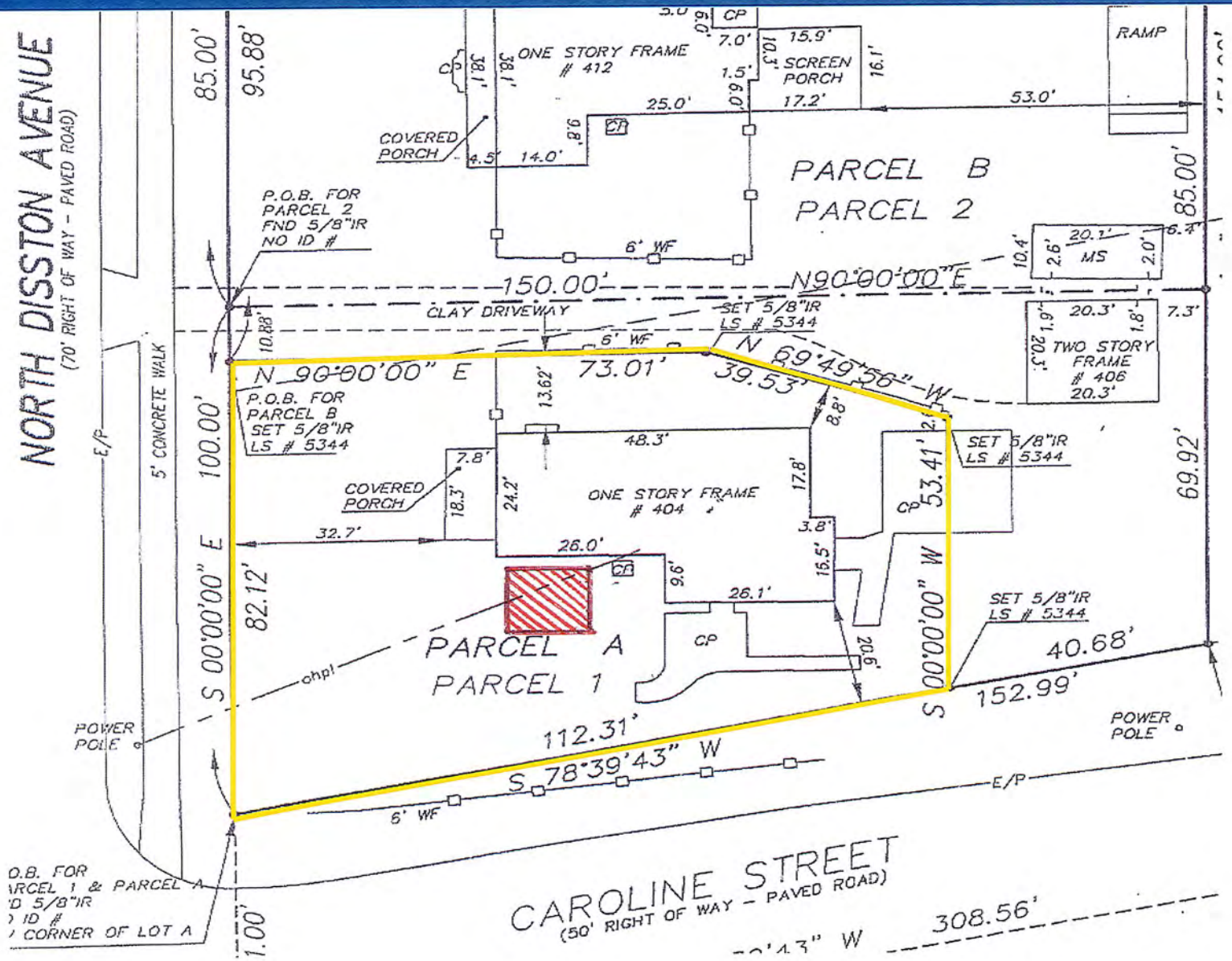
Exhibit "A"

PARCEL "A": BEGINNING AT THE SOUTHWEST CORNER OF LOT "A", IN BLOCK 24, OF ALEX ST. CLAIR ABRAMS EXTENSION OF TAVARES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN NORTH ALONG WEST LINE OF SAID LOT "A", ALSO BEING THE EAST RIGHT OF WAY LINE OF DISSTON AVE., A DISTANCE OF 82.12 FEET; THENCE RUN EAST 73.01 FEET; THENCE RUN S69°49'56"E A DISTANCE OF 39.53 FEET; THENCE RUN SOUTH AND PARALLEL WITH THE WEST LINE OF SAID LOT "A" ALSO BEING THE EAST RIGHT OF WAY LINE OF DISSTON AVENUE A DISTANCE OF 53.41 FEET TO THE SOUTHERLY LINE OF SAID LOT "A" ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF CAROLINE STREET; THENCE RUN S78°39'43"W ALONG THE SOUTHERLY LINE OF SAID LOT "A" AND SAID NORTHERLY RIGHT OF WAY LINE OF CAROLINE STREET A DISTANCE OF 112.31 FEET TO THE POINT OF BEGINNING.


CITY OF TAVARES
N DISSTON AV
SUBJECT PROPERTY
E CAROLINE ST
PROPERTY LOCATION MAP
404 N. Disston Ave.
TAVARES
America's Seaplane City
Created By: City of Tavares GIS
T:\gis\DATA\PROJECT FILES\Cougler Property ; Variance - PZ2016-19\GIS\GIS_Maps\AD.mxd
Map Created on 8/12/16

1

Survey – 404 N. Disston Ave. - Variance



Orlando Sentinel

Publication Date: 09/05/2016

Ad Number: 4426869-1
Insertion Number:
Size: 3 x 10.5
Color Type: B&W

Client Name:
Advertiser: City of Tavares
Section/Page/Zone: Lake Zone/E004/LAK
Description: Ord. 2016-17

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THE CITY OF TAVARES
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Resolution 2016-17 titled as follows:

RESOLUTION 2016-17

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, GRANTING A VARIANCE TO THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS, SECTION 8.8 (D), ACCESSORY USES AND STRUCTURES, BY ALLOWING AN ACCESSORY STRUCTURE TO BE CONSTRUCTED WITHIN A SIDEYARD IN A RESIDENTIAL DISTRICT, AT PROPERTY LOCATED AT 404 NORTH DISSTON AVENUE; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

Proposed Resolution 2016-17 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on September 15, 2016, at 3 p.m.; and
2. Tavares City Council meeting on October 5, 2016, at 4 p.m.

All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Resolution 2016-17 may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meetings and be heard with respect to the proposed resolution. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department: City of Tavares, 201 East Main Street, Tavares, Florida 32778, Telephone: (352) 742-6408, at least 2 (two) working days prior to the date of the Public Hearing; if you are hearing or voice impaired, call (352) 742-6433.

Please direct any questions on this proposed ordinance to Jacques Skutt, Community Development Director, at 742-6404.

THE CITY OF TAVARES
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2016-26 titled as follows:

ORDINANCE 2016-26

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APRROXIMATELY 59.3 ACRES OF LAND GENERALLY LOCATED NORTH OF FLORIDA WATERMAN HOSPITAL, FRONTING ONTO LAKE EUSTIS DRIVE AND ANN ROU ROAD; FROM A MIX OF LANDS DESIGNATED AS HIGH DENSITY RESIDENTIAL, LOW DENSITY RESIDENTIAL AND MEDIUM DENSITY RESIDENTIAL ALL TO MIXED USE COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2016-26 will be considered at the following public meetings:

1. Tavares City Council meeting on September 21, 2016, at 4 p.m. (Adoption Hearing)

All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Ordinance 2016-26 may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department: City of Tavares, 201 East Main Street, Tavares, Florida 32778, Telephone: (352) 742-6408, at least 2 (two) working days prior to the date of the Public Hearing; if you are hearing or voice impaired, call (352) 742-6433.

Please direct any questions on this proposed ordinance to Jacques Skutt, Community Development Director, at 742-6404.

THE CITY OF TAVARES
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2016-27 titled as follows:

ORDINANCE 2016-27

A PLANNED DEVELOPMENT ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REVOKING AND REPLACING PORTIONS OF EXPIRED PLANNED DEVELOPMENT ORDINANCES 94-20 AND 2006-05 AS THEY PERTAIN TO APPROXIMATELY 155 ACRES OF UNDEVELOPED LANDS GENERALLY LOCATED WEST OF MOUNT HOMER DRIVE, WESTERLY TO AND PARTIALLY SURROUNDING LAKE HERMOSA, ADOPTING A NEW PLANNED DEVELOPMENT ORDINANCE THAT WOULD ALLOW AND PROVIDE GOVERNING REGULATIONS FOR THE DEVELOPMENT OF A MIXED-USE URBAN VILLAGE, PROVIDING THE BOUNDARY AND LEGAL DESCRIPTION TO WHICH THIS PLANNED DEVELOPMENT IS APPLICABLE; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

Proposed Ordinance 2016-27 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on September 15, 2016, at 3 p.m.; and
2. Tavares City Council meeting on October 5, 2016, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on October 19, 2016, at 4 p.m. (Second Reading)

All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Ordinance 2016-27 may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meetings and, at the Planning & Zoning Board meeting and City Council Second Reading, be heard with respect to the proposed ordinances. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department: City of Tavares, 201 East Main Street, Tavares, Florida 32778, Telephone: (352) 742-6408, at least 2 (two) working days prior to the date of the Public Hearing; if you are hearing or voice impaired, call (352) 742-6433.

Please direct any questions on this proposed ordinance to Jacques Skutt, Community Development Director, at 742-6404.

THE CITY OF TAVARES
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2016-28 & Ordinance 2016-29 titled as follows:

ORDINANCE 2016-28

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 3 ACRES OF LAND LOCATED ON THE NORTHWEST INTERECTION OF DAVID WALKER DRIVE AND DORA AVENUE; REZONING SAID PROPERTY FROM LAKE COUNTY COMMUNITY FACILITY DISTRICT (CFD) TO CITY OF TAVARES GENERAL COMMERCIAL (C-1); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2016-29

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 3 ACRES OF LAND GENERALLY LOCATED ON THE NORTHWEST INTERECTION OF DAVID WALKER DRIVE AND DORA AVENUE; FROM LAKE COUNTY OFFICE TO CITY OF TAVARES COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2016-28 & Ordinance 2016-29 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on September 15, 2016, at 3 p.m.; and
2. Tavares City Council meeting on October 5, 2016, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on October 19, 2016, at 4 p.m. (Second Reading)

All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Ordinance 2016-28 & Ordinance 2016-29 may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meetings and, at the Planning & Zoning Board meeting and City Council Second Reading, be heard with respect to the proposed ordinances. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department: City of Tavares, 201 East Main Street, Tavares, Florida 32778, Telephone: (352) 742-6408, at least 2 (two) working days prior to the date of the Public Hearing; if you are hearing or voice impaired, call (352) 742-6433.

Please direct any questions on this proposed ordinance to Jacques Skutt, Community Development Director, at 742-6404.

Impact on City Services

The subject property is located in the City's Utility Service Area. The City of Tavares has municipal water and sewer services available to the subject parcel and any new development on this property must connect to city utilities. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities. Adverse impacts on Levels of Service are not implicated.

FINDINGS

This amendment request is considered to be in compliance with the Comprehensive Plan Goals, Objectives and Policies with the following findings:

1. *A Commercial Future Land Use designation would serve as the most appropriate land use for the subject property in accordance with Future Land Use Policy 1-1.1.6.*

2. *Impacts of any development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 8)*

DISCUSSION

There was no audience discussion

There was no Board discussion.

MOTION

Lou Buigas moved to recommend approval of Ordinance 2016-29, seconded by Norb Thomas. The motion carried unanimously 4-0.

3. Resolution 2016-17 – Couglar Property – Variance

Mr. Skutt provided the following staff report:

This is a variance application from Jessica Cougler to construct an accessory residential structure in the exterior side yard of her property located at 404 North Disston Avenue. The owner of the property desires to build a 144 square foot detached covered deck beside their existing home. The subject property is a corner lot and the existing home is configured in a manner so that there is a limited rear yard and a substantial side yard. The proposed side yard setback of this accessory structure is greater than 12.5 feet which is the minimum exterior side yard setback for accessory structures located in rear yards on corner lots. The City's Land Development Regulations allow accessory structures only in a rear yard within a residential district.

The property's exterior side yard is fenced from street view and due to the existing home's setbacks, this side yard functions as a rear yard to the house. It is staff's opinion that this variance is appropriate considering the existing conditions. A building permit issued by the City's Building Department will be required for the proposed structure.

DISCUSSION

There was no audience discussion

There was no Board discussion.

MOTION

Roy Stevenson moved to recommend approval of Resolution 2016-17, seconded by Lou Buigas. The motion carried unanimously 4-0.

4. Ordinance 2016-27 – Lake Hermosa Village – Rezoning

Mr. Skutt provided the following staff report:

The Planned Development Ordinances and regulations that presently govern the subject property were originally passed in 1994 and 2006. Neither of these proposed developments materialized and these PD ordinances have now expired. Waterman Center, LLC and Lake Hermosa Village, LLC have combined properties that were part of these expired ordinances and their desire is to develop these lands as a Planned Mixed Use Village regulated by a new Development Ordinance that specifically addresses their town village concept for development. The applicant is also the developer of Avalon Park in east Orlando which will serve as a business and planning model. In essence, the proposed village envisions a fairly dense, self-contained, connected living environment consisting of varying home styles, with supporting office, commercial, medical, educational and recreational services.

The subject property consists of approximately 155 acres of undeveloped land generally located west of Mount Homer Drive, westerly to and partially surrounding Lake Hermosa. The conceptual plan attached to the ordinance allows a maximum of 1,088 dwelling units of varying types. Of these, 788 units are either attached or multi-family in nature. Lots sizes are typically small with minimal setback requirements resulting in densely populated neighborhoods when compared to the city's usual, more suburban existing subdivisions. The plan allows supporting, ancillary uses such as a charter school, a village center, senior facilities, self-storage units, medical offices, parks, recreational facilities and pedestrian trails. The predominant goal is to make the village as self contained as possible. The Avalon Park vision statement is "Live, Learn, Work and Play".

This proposed development is synonymous with modern, sustainable planning concepts and maximizes the efficiency of municipal service delivery. The village will not only compliment the expanding Medical Village in that area of town, but the additional, presumably active and younger population will enjoy and give support to our city's increasingly sophisticated downtown environment and cultural events.

It is staff's opinion that the approval and development of this Planned Mixed Use Village will ultimately be viewed as a key advancement in the economic growth of our city.

DISCUSSION

Morris Osborn opened the discussion to the audience

Beat Kahli introduced himself as the developer – Avalon Park Group - and made a presentation about the concept of the development and how it would be similar to Avalon Park in East Orlando.

Lou Buigas asked if the proposal included homes for age 55 and older

Beat Kahli replied that homes for age 55 and older is a possibility

Lou Buigas asked what the median income is for residents of Avalon Park

AGENDA SUMMARY
TAVARES CITY COUNCIL
OCTOBER 5, 2016

AGENDA TAB NO. 10

SUBJECT TITLE: Memorial Monument in Wooton Park commemorating our Historic Alleyways
Approval of Contract with GatorSktch for Design

OBJECTIVE:

To receive Council's approval to enter into a contract with GatorSktch Corporation to design, engineer, bid assist and construction inspect a signature memorial monument, to be located in Wooton Park, commemorating those historic individuals named on our City Alleyways.

SUMMARY:

In 2010, City Council approved the naming of our downtown alleyways after historic figures considered either prominent Tavares or Seaplane pioneers. The individuals were proposed by the Tavares' Historic Society. To further honor these individuals for their achievements and contributions, it was suggested that a Historic Monument be located somewhere in Wooton Park giving a biography of each person to tie together the alleyway dedications.

Councilor Grenier has worked with staff on this project and he and his Dad have completed conceptual sketches of a one-of-a-kind memorial honoring the people and places that we have named our alleyways for.

GatorSktch Corporation has submitted a proposal to design, engineer, bid assist and construction inspect this memorial using Councilor's Grenier conceptual sketches. The proposed contract is for $10,435. $10,000 towards funding of this project was included in the 2015-2016 FY budget and is being carried forward this year.

A copy of this contract is attached to this report.

At this point, it is estimated that the construction cost of this project will be approximately $50,000. This amount will be proposed for inclusion in the 2017-2018 budget.

OPTIONS:

1. That City Council moves to instruct the City Administrator to execute the contract with GatorSketch Corporation for the design, engineering, bid assist and construction inspection for a Historic Monument in Wooton Park.
2. That City Council does not execute the contract.

STAFF RECOMMENDATION:

That City Council moves to instruct the City Administrator to execute the contract with GatorSketch Corporation for the design, engineering, bid assist and construction inspection for a Historic Monument in Wooton Park.

FISCAL IMPACT:

$10,435. $10,000 has been carried forward from the 2015-2016 budget. The additional $435 will be covered by the department's general engineering expense budget.

LEGAL SUFFICIENCY;

This contract has been reviewed by our City Attorney and approved for legal sufficiency.

GatorSktch
CORPORATION

September 15, 2016

Jacques Skutt
Director of Community Development
City of Tavares
201 East Main Street
P.O. Box 1068
Tavares, FL. 32778
T: (352) 742-6213
F: (352) 742-6087

Dear Mr. Skutt

Thank you for your request to GatorSktch Corp, Architects and Planners, to provide a fee proposal based on the City's interest in developing a memorial to the alleys that are named after significant historical individuals. This memorial would be located in Wooton Park. Scope for design is as follows assuming a budget of around $50,000.00:

Task 1. Meet with Staff and Individuals that will play a part in the vision of this memorial. (The goal would be to gather ideas for concepts and possible locations in Wooton Park.

Task 2. Create up to three separate concepts for the memorial.

Task 3. Present concepts for a vote by Council.

Task 4. Design Task to produce permit / bid documents. Architectural, Structural and Electrical (for any lighting).

1. GENERAL DESCRIPTION OF PROJECT SCOPE
1.1. Meeting with Staff to create a program for the above space.
1.2. Create concepts based on the feedback gathered during staff / community meeting.
1.2.1. Present to staff a conceptual design sketches. (Written approval from Staff)
1.2.2. Present concepts to City Council
1.3. With Council approval of a single concept GatorSktch will start the Construction Documents

2. ENGINEERING SERVICES
2.1. Structural: walkways, structures
2.2. Electrical: Lighting.
2.3 Architectural: Memorial elements, structures based on final concept
3. DELIVERABLES
3.1. Construction Document Phase: 90% and 100% complete construction document submittals.
3.2. Permit Phase: Answering any Building Department permit questions and/or comments.
3.3. Bidding Phase: Answering contractor questions during bid and issuing addenda.
3.3.1. Pre-bid Meeting: Attend pre-bid meeting.

3.4. Construction Phase:
3.4.1. Shop Drawing Review: Review Contractor provided shop drawings. Only one review period is included in basic fee. Additional reviews due to substitutions, contractors' failure to comply with specifications, etc., shall be considered extra service.
3.4.2. Answering Contractor questions during construction.
3.4.3. Pre-Construction Conference: Attend pre-construction conference if applicable.
3.4.4. Observation of the Work:
3.4.4.1. Periodic Visits: Two (2) site visits to observe elements of the work relative to discipline of Architecture.
3.4.4.2. Final: One (1) visit at time project is to be complete.
3.4.4.3. Verification of Final: Not included in proposal.
3.5. Post Construction Phase: None
4. CLARIFICATIONS/ASSUMPTIONS/EXCLUSIONS
4.1. General:
4.1.1. Unless specifically noted herein, services include only engineering for basic building and/or site. Special systems or studies not included.
4.2. Meetings (during design phase): Unless Specifically stated, meetings once a week are not included. If required, they will be billed based on hourly rates for extra services. Periodic short coordination meetings are included.
4.2.1. Meetings: One (1) meeting.
4.2.2. Job site visits: Due to existing conditions: One (1) trips.
4.3. Field Verification: All existing conditions cannot and will not be shown. Items which cannot be seen will not be verified (i.e. items in walls, behind large equipment, above ceilings, etc.). Items above accessible ceilings may be spot checked to verify existing condition however, all items, exact routings of conduit, piping, and/or duct, and exact circuitry, etc. will not be check verified.
4.4. Fee does not include reworking of existing power service equipment, any distribution equipment. Fee includes connecting and extending above systems.
4.5. It is assumed that all building systems required to be connected to and extended are extendable and comply with all applicable codes and/or standards. Reworking of existing main equipment is not included in this proposal (i.e. Fire Alarm Control Panel, Main Electrical Distribution Equipment, Air Handling Unit feeding area, Central Plant Equipment, Building Automation System Equipment, etc.)
4.6. Project is to be delivered in one (1) bid package.
4.7. It is assumed adequate and accurate As-Built drawings will be provided to Design Team

F. A payment of **$250.00** will be due and payable when Permit is ready.
G. Construction phase services will be billed hourly up to the not to exceed **$625.00**

If fees remain unpaid for a period of 30 calendar days from date of issue, the Architect reserves the right to initiate collection procedures and client agrees to pay fees plus interest earned at legal rates, plus attorney's fees.

Supplemental Services:

Hourly Rates for Additional Services: (with prior approval from Owner)

A.	Principal Architect/Engineer of Record	$ 165.00 per hour
B.	Project Architect	$ 125.00 per hour
C.	Project Manager	$ 135.00 per hour
D.	Senior Engineer	$ 110.00 per hour
E.	Interior Designer	$ 75.00 per hour
F.	Technical Drafting	$ 55.00 per hour
G.	Technical Drafting	$ 65.00 per hour
H.	Clerical Time	$ 65.00 per hour

REIMBURSABLE EXPENSES

Expenses incurred by the architect, his staff and consulting engineers in the interest of the project are in addition to the fees for services, and are to be reimbursed to the architect. Expenses which are considered reimbursable on this project include plotting and reproduction of documents for Owner's review / special use, permitting, bidding and construction, shipping of documents and submittals during construction, and travel expenses when incurred in the interest of the project, and with the Owner's approval. All other expenses, including telephone, FAX and postage are included in the fee for basic services. Reimbursable expenses have a 1.1 multiplier.

QUALIFICATIONS

Fees quoted herein are presented with the following qualifications:

1. These Services do not include any other design consultants other than what is in the scope above.

2. Sales tax on professional services, if imposed by Florida state authorities, shall be in addition to the professional fees stated herein.

3. This proposal includes the services of architects, structural, and electrical.

4. The Owner hereby agrees, in exchange for a reduced professional fee, that to the fullest extent permitted by law, Design Professional's total liability to Owner for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes, including but not limited to Design Professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total of the professional fee.

5. GatorSktch Architects, Inc. or representatives of the firm reserves the right to photograph the project upon completion.

6. GatorSktch Architects, Inc. reserves the right to place a site sign on the project premises until completion

LIMIT OF LIABILITY

The limit of liability of Architect and consultants, for any cause or combination of causes, shall be limited in total amount to the fees paid under this agreement.

Your concurrence and return of this Agreement for Professional Services will constitute a contract between us and also serve as a "Notice to Proceed".

We value your business and look forward to a very successful project. Please contact us if you have any questions.

Sincerely,

Michael Latham, AIBD
President

APPROVED: _____
Client Date

(1) **Consultant's Scope of Services.** The Consultant professional services extend only to the services described in this Agreement.

(2) **Consultant's Additional Services.** If requested by the Client and agreed to by the Consultant, the Consultant will perform additional services, which will be governed by these standard provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of Additional Services based upon the Consultant's current hourly rates.

(3) **Use of Prepared Documents.** All documents prepared by the Consultant are related to the services described in this Agreement, and may only be used if the Client has satisfied all obligations under this Agreement. The documents are not intended to be suitable for use or partial use by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to the Consultant's documents, or any use or partial use of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting there from. Any authorization will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant.

(4) **Insurance.** The Consultant carries general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out additional insurance, if obtainable, at the Client's expense.

(5) **Limitation of liability.** The Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and sub-consultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or $10,000, whichever is greater. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications.

The Client and Consultant agree that neither will be liable to the other for consequential damages incurred due to the fault of the other. Said damages include, but are not limited to, loss of use and lost profits.

All claims, whether based upon contract, tort, breach of warranty, professional negligence (including errors, omissions or other professional acts), or otherwise, shall be deemed waived unless made by the Client in writing and received by the Consultant within one (1) year after Client reasonably knew or should have known of its existence, but in no event, shall such claim be asserted by Client later than two (2) years after the Consultant's completion of services with respect to which the claim is made.

(6) **Dispute Resolution.** All claims by the Client arising out of this Agreement shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(7) **Payment.** Invoices will be submitted periodically by regular mail or email for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt the invoice. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. For all amounts unpaid after thirty (30) days of the invoice date Client agrees to pay the Consultant a finance charge of one and one-half percent (1 1/2%) per month, eighteen percent (18%) annually, or the legal maximum rate if it is less.

(8) **Force Majeure.** If, during the term of the agreement or any Project related hereto a force of majeure arises or occurs, including, but not limited to any strike, labor restriction, riot, flood, inclement weather, terrorism, or any act

whatsoever that is not within the Consultants control or reasonable ability to prevent (Force Majeure), then the time for the Consultant to complete its performance under this Agreement (Time) shall be excused for the duration of such Force Majeure, or, in the alternative, the Time shall be renegotiated by the patties, and such that the Consultants performance and completion of its responsibilities shall be due and accomplished within a reasonable time thereafter.

(9) **Attorney Fees**. *In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.* The Client shall pay attorney fees, property lien fees, or other fees associated past due payment to the Consultant.

(10) **Termination.** Obligation to provide further services under this Agreement may be terminated by either party upon seven (7) day written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party.

In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: OCTOBER 5, 2017

AGENDA TAB NO. 11

SUBJECT TITLE: Award of Bid for Wooton Park West Boat Ramp Construction, Bid #2016-0017

OBJECTIVE: To award the Bid for the City of Tavares Wooton Park West Boat Ramp Construction and authorize the City Administrator to Execute a contract and notice to proceed with ConstructCo Inc. in the amount of $701,701 for Base Bid and Option 1.

SUMMARY:

The City of Tavares had previously acquired 3.61 acres of additional adjacent waterfront property to the West of Wooton Park for enhancement. The enhancement of the shoreline and removal of invasive vegetation for the entire Wooton Park shoreline was the first phase and was previously completed in 2013 as the first phase of the project. Subsequently engineering, design and permitting were completed for the next phase, construction of additional amenities including a boat ramp and boat trailer parking area. In February of 2016, the City initially issued invitation to bid # 2016-0012 for boat ramp construction and received bids from 2 contractors which both exceeded the project budget substantially and were subsequently rejected. Based on the recommendation of the project engineer, Avcon Inc. the project was value engineered and re-bid with a revised scope and bid options. The Base Bid consists of construction of a concrete boat ramp of 60ft. wide by 110ft. in length. Bid option 1 consists of additional construction of an adjacent approximately 250ft. by 120 ft. 8 space boat trailer parking area. Bid option 2 consists of additional construction of an adjacent approximately 250 ft. by 200 ft. 19 space boat trailer parking area.

There were two (2) bids received as follows:

Bidder	Base Bid	Base Bid Plus Option 1	Base Bid Plus Option 2	Total Bid
ConstructCo Inc.	$385,850	$701,701	$873,378	$873,378
Villages Construction Inc.	$747,700	$1,197,700	$1,277,700	$1,277,700

The Project Engineer Avcon Inc. has reviewed the bid submittals and recommends the low bidder ConstructCo Inc. as the lowest and responsible bidder (see attached Recommendation of Award letter).

The current available total project budget for this phase is $705,312 consisting of $457,312 of City funding $248,000 of Lake County TDC Capital Improvement grant funding. Staff is pursuing options to seek additional funding for the additional construction of the additional parking area (option 2) and will come back to council for authorization to proceed with option 2 if sufficient funds are successfully obtained.

OPTIONS:

1. Award the Bid and authorize the City Administrator to execute a contract with the lowest qualified bidder, ConstructCo Inc. for the base bid and option 1 in the amount of $701,701.

2. Do **not** Award the Bid and authorize the City Administrator to execute a contract with the lowest qualified bidder, ConstructCo Inc. for the base bid and option 1 in the amount of $701,701.

STAFF RECOMMENDATION:

That Council move to select option 1 and award the bid to the lowest qualified bidder ConstructCo Inc. and authorize the City Administrator to execute a contract and notice to proceed with ConstructCo Inc.

FISCAL IMPACT: The project funding for this phase is $705,312 consisting of $457,312 of City budgeted funds and $248,000 of Lake County TDC Capital Improvement grant funding.

LEGAL SUFFICIENCY: This summary and bid met legal sufficiency.

America's Seaplane City™

CITY OF TAVARES
MINUTES OF BID OPENING
September 15, 2016
Wooton Park Improvements (Phase 3)
BID NO. 2016-0017

TAVARES CITY HALL

PRESENT

Bob Tweedie, Economic Development Director
John Rumble, Purchasing Manager
Kay Mayes, Admin Assistant, Finance

Mr. Rumble noted today's date as Thursday, September 15, 2016. This is the opening of submission packages received in response to Bid No. 2016-0017, Wooton Park Improvements (Phase 3). There were two proposals received:

Construct Co., Inc. 931 Dennis Avenue Orlando, FL 32807	$385,850.00 – Base Bid $701,701.00 – Base Bid plus Option 1 $873,378.00 – Base Bid plus Options 1 & 2
Villages Construction, In. 1410 Emerson Street Leesburg, FL 34748	$747,700.00 – Base Bid $1,197,700.00 – Base Bid plus Option 1 $1,277,700.00 – Base Bid plus Options 1 & 2

It was noted that the bids would be reviewed by the engineer, who would provide the City Council with recommendations.

Respectfully submitted,

Kay Mayes

Kay Mayes
Admin Assistant, Finance

AVCON, INC.
Engineers & Planners

5555 E. Michigan St., Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

September 20, 2016

Mr. John Rumble
Purchasing Manager
City of Tavares
201 E. Main St.
Tavares, FL 32778

Reference: Recommendation of Award
Bid #2016-0017 Wooton Park Improvements

Dear John:

On September 15, 2016, the City received bids on the above-noted project. A total of two (2) bids were received as follows:

	Engineer's Estimate	ConstructCo, Inc.	Villages Construction, Inc.
Base Bid	$500,000	$385,850	$747,700
Base Bid Plus Option1	$916,453	$701,701	$1,197,700
Base Bid Plus Option 2	$986,453	$873,378	1,277,700
Total Bid	**$986,453**	**$873,378**	**$1,277,700**

The apparent low bidder was **ConstructCo, Inc.** whose proposal for the Total Bid (Base Bid plus Bid Options 1 and 2) is $873,378.00. This is less than the Engineer's Estimate by approximately 11%, and less than the other bidder by approximately 32%

We have discussed the bid with **ConstructCo** and they are fully committed to their bid and confident about executing the work. They are proposing a unique means and method of constructing the boat ramp that provide for construction without the requirement for a coffer dam and the associated dewatering.

We have also discussed their past performance in Orange County on two separate boat ramps with County staff. The staff gives them very positive reviews noting a high quality of work, an upfront attitude to discuss issues, willingness to propose project improvements and cost savings and the practice of keeping a very clean and safe work site.

AVCON therefore recommends Award of the Wooton Park Improvements Contract for the Base Bid plus Options 1 and 2 to **ConstructCo, Inc.** for the total amount of **$873,378.00**.

We stand ready to assist the City in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.

Rick V. Baldocchi, P.E.
Vice President

Cc: Robert Tweedie

Advertisements for Bid

ADVERTISEMENT FOR WOOTON PARK IMPROVEMENTS PHASE 3
BID NO. 2016-0017

Separate sealed Bids are invited by the City of Tavares, to be received at the office of the City Clerk, 201 E. Main Street, Tavares, FL 32778, so as to be received not later than until 2:00 p.m., (Local Time) on **Thursday, September 15, 2016.**

Please provide one (1) original and five (5) copies and one (1) digital copy (preferably in PDF format). The digital copy may be submitted up to one week after bid close. Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud in the City of Tavares Council Chambers on the same date at 2:05 pm.

The Project work to be performed under this Contract includes, but is not limited to:

Complete Construction of Park Improvements including construction of boat ramps, parking areas and associated landscaping in downtown Wooton Park, Tavares, per specifications.

All contactors intending to bid on the project **MUST attend a pre-bid conference Tuesday, August 23, 2016** at 10:00 am at the Tavares City Hall Council Chambers, located at 201 East Main Street, Tavares, FL 32778.

The Contract Documents may be examined at the following location(s): Copies of contract bid documents consisting of bidding requirements, contract forms, conditions of the contract, specifications, and drawings may be examined at Tavares City Hall, 201 E Main St., Tavares, Florida, Telephone (352) 742-6131. Bidders with access to DemandStar.com can obtain the front end documents by calling 1-800-711-1712 (or on the web at http://www.demandstar.com).

Copies of the Contract Documents may be obtained at the Issuing Office: Constructions specifications and engineering plans may be obtained from John Rumble, Purchasing Manager at Tavares City Hall, 201 E Main St., Tavares FL 32778; email: jrumble@tavares.org; phone: (352) 742-6131; or fax: (352) 742-6001

City of Tavares
Tavares, FL
John Rumble, Purchasing Manager

LAK438234/2 8/14/16

Copy 1

2016-0017

TAVARES

America's Seaplane City

INVITATION TO BID

Mail Date: **City of Tavares, Florida**

Bid No.: 2016-0017

Bids Due: **Thursday September 15th**
2:00 PM

201 East Main St.
Tavares, Florida 32778
(352) 742-6400
Fax (352) 742-6351
Website: http://www.tavares.org

Bidder's Name & Address:

Construct Co Inc
1510 E Colonial Dr #104
Orlando Fl 32803

FOR: CITY OF TAVARES WOOTON PARK IMPROVEMENTS

Bids are due in the City Hall by 2:00 PM on Thursday September 15th Proposals will be opened and publicly read aloud at the City Council Chambers, City of Tavares, 201 East Main St, Tavares, Florida at **2:05 PM**, on **Thursday September 15th** . Proposals must be SUBMITTED ON THE FORM FURNISHED BY THE CITY and in accordance with specifications and list of quantities desired.

This completed form must appear as the top sheet for all bids submitted. A Bid Bond is **required** and may be in the form of a Bond, Cashier's Check or Certified Check.

Amount of Bid Bond five percent (**5%**) of total bid $ 43,668.90
Total Amount of Bid or Base Bid $ 873,378.00
Total with Both options

All Items Bid? Yes ✓ No ___

It is the intent and purpose of the City of Tavares that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Purchasing Department at the address noted in the Special Conditions, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the bid opening date.

Please Make This the First Sheet of your Submittal

SCHEDULE OF BID ITEMS

For the **City of Tavares Bid # 2016-0017 Wooton Park Improvements**
Accordingly, the Bidder proposes to furnish all materials, equipment, services, and labor for the completion of the project listed above in full accordance with the Contract Documents, for the following Unit Price Sum Amount of money:

TOTAL UNIT PRICE BID AMOUNT (*written in words*): $385,850.00

Base Bid – LS Three Hundred Eighty Five Thousand Eight hundred fifty dollars and 00/100 –

PROJECT SUBSTANTIAL COMPLETION TIME: 120 **calendar days**
PROJECT FINAL COMPLETION TIME: 150 **calendar days**

Base Bid plus Bid Option 1 – LS $701,701.00 Seven hundred one thousand seven hundred one dollars 00/100 –

PROJECT SUBSTANTIAL COMPLETION TIME: 180 **calendar days**
PROJECT FINAL COMPLETION TIME: 210 **calendar days**

Base Bid plus Bid Options 1 and 2 – LS $873,378.00 Eight Hundred seventy three thousand three hundred seventy eight dollars 00/100 –

PROJECT SUBSTANTIAL COMPLETION TIME: 250 **calendar days**
PROJECT FINAL COMPLETION TIME: 270 **calendar days**

Please include cost of Performance /Payment Bond in totals

- *Bidder's mobilization, bonds, insurance, general requirements, overhead and profit shall be included and pro-rated to each schedule as bid.*
- *All table items must be completed to specifications included in the permits and construction plans.*
- *Unit explanation: LS = Lump Sum; CY = Cubic Yards; LF = Linear Feet, SY = Square Yard, EA = Each*

The award of the contract shall be in accordance with the INSTRUCTIONS TO BIDDERS and shall be as best serves the interest of the City of Tavares.

The Bidder's breakdown of the Unit Price Bid according to the descriptions in the following table shown below.

1. *Bid amounts shall include sales tax and all other taxes and fees. All prices for materials shall be quoted as in place in accordance with the specifications and drawings therein.*

Please Make This the Second Sheet of your Submittal

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Tavares or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Proposal.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the bidder's proposal non-responsive.

NO EXCEPTIONS WILL BE ALLOWED AFTER THE BID IS SUBMITTED.

Please check one:

☑ I take NO exceptions.

☐ Exceptions: _____

_____

_____

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

ADDENDUM ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No. 1 Dated 8/17/16

Addendum No. 2 Dated 9/6/16

Addendum No. 3 Dated 9/6/16

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE BID.

America's Seaplane City

John Rumble
Purchasing Manager
(352)742-6131
jrumble@tavares.org
FAX 742-6351

City of Tavares
201 E. Main St.
Tavares, FL 32778
(352) 742-6209

ADDENDUM #1

BID NO. 2016-0017 **8-17-2016**

Wooton Phase 3

Missing Documents : Attachment A Technical

Thank You
John Rumble
Purchasing Manager

America's Seaplane City

John Rumble
Purchasing Manager
(352)742-6131
jrumble@tavares.org
FAX 742-6351

City of Tavares
201 E. Main St.
Tavares, FL 32778
(352) 742-6209

ADDENDUM #2 9-6-2016

BID NO. 2016-0017
Wooton Park Phase 3

Revised sheets/plans attached

See Attached

Thank You
John Rumble
Purchasing Manager

America's Seaplane City

John Rumble
Purchasing Manager
(352)742-6131
jrumble@tavares.org
FAX 742-6351

City of Tavares
201 E. Main St.
Tavares, FL 32778
(352) 742-6209

ADDENDUM #3 9-6-2016

BID NO. 2016-0017
Wooton Park Phase 3

Per vendor request Geotechnical information

See Attached

Thank You
John Rumble
Purchasing Manager

SIGNATURES

The full names and residence of persons or firms interested in the foregoing Bid, as principals, are as follows:

Basil S. Buchanan President Construct Co Inc

931 Dennis Ave Orlando Fl 32807,

and, the name of the executive who will give personal attention to the work is Basil S. Buchanan Pres, the superintendent, project manager, or foreman who will exercise direct personal control of the work will be Micha Johnson, who may be contacted during off-hours for emergencies or consultation thereon, at (407) 878-9713 micha@constructco-inc.com.

Construct Co Inc
NAME OF BUSINESS

CONSTRUCT CO INC CORPORATE SEAL

BY:

SIGNATURE

Basil S Buchanan Pres
PRINTED NAME AND TITLE

931 Dennis Ave
MAILING ADDRESS

Orlando Fl 32807
CITY, STATE, ZIP CODE

(407) 882-5340
TELEPHONE NUMBER

(407) 900-0508
FAX NUMBER

info@Constructco-inc.com
E-MAIL ADDRESS

Sworn to and subscribed before me this 14 day of September, 2016

SIGNATURE OF NOTARY

MY COMMISSION EXPIRES: June 2018

PERSONALLY KNOWN X

OR PRODUCED Basil S. Buchanan

IDENTIFICATION

TYPE:

NOTARY PUBLIC STATE OF FLORIDA
MICHA JOHNSON
MY COMMISSION #FF134218
EXPIRES June 19, 2018
(407) 398-0153 FloridaNotaryService.com

SUBCONTRACTOR LISTING

Bidders using their own forces for all schedules bid for the work may skip this section. If subcontractors are listed below, the Bidder acknowledges that they have fully investigated each subcontractor listed and has in their files evidence each subcontractor has engaged successfully in his line of work for a reasonable period of time, and that the subcontractor maintains a fully equipped organization capable, technically and financially, of performing the work required.

	*Schedule	Type of Work	Name and Address	$ Amt. Subcontract
1.	Survey	Layout / As-built	Layout Services	$8,600
2.	Trucking	Hauling of Material	Sirooney	$20,000
3.				
4.				

*Refer to schedule of BID ITEMS.

Bidders providing own forces must provide proof that staff is qualified with approved licenses in their particular field of endeavor.

Bid is a lump sum. Construct Co Inc intends to self perform +/- 90% of the work.

3:07:27 PM 8/29/2016

Licensee Details

Licensee Information

Name:	**BUCHANAN, BASIL SHAWN (Primary Name)**
	CONSTRUCT CO INC (DBA Name)
Main Address:	**931 DENNIS AVENUE**
	ORLANDO Florida 32807
County:	**ORANGE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC1516163**
Status:	**Current,Active**
Licensure Date:	**09/25/2008**
Expires:	**08/31/2018**

Special Qualifications	**Qualification Effective**
Construction Business	**09/25/2008**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

E-Verify

Employment Eligibility Verification

Welcome Lindsey Buchanan | User ID LBUC1985 | Last Login 09:26 AM - 01/27/2016 | Log Out

Click any ? for help

- Home
- New Case
- View Cases
- Search Cases
- Edit Profile
- Change Password
- Change Security Questions
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- View Reports
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name: Construct Co Inc

View / Edit

Company ID Number: 884672

Doing Business As (DBA) Name: Construct Co Inc.

DUNS Number:

Physical Location:

Address 1: 1510 E Colonial Dr
Address 2: STE 104
City: Orlando
State: FL
Zip Code: 32803
County: ORANGE

Mailing Address:

Address 1: 1510 E Colonial Dr
Address 2: STE 104
City: Orlando
State: FL
Zip Code: 32803

Additional Information:

Employer Identification Number: 593591183
Total Number of Employees: 10 to 19
Parent Organization:
Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 238 - SPECIALTY TRADE CONTRACTORS

View / Edit

Total Hiring Sites: 1

View / Edit

Total Points of Contact: 3

View / Edit

MATERIAL SUPPLIERS OR MANUFACTURERS

Equipment or Material	Manufacturer or Supplier
Excavator	Neff Rentals
Crane	Bevel Brothers
Rebar Fabrication	Construction Materials
RCP Pipe	Forterra
Erosion Control	ACF
Aluminum Docks & Gangways	Ravens Marine

STATEMENT OF EXPERIENCE

NOTE : In order to qualify, Job References must include previous experience with boat ramps , marine facilities and docks

Proposer: Construct Co Inc

How Long In Business: 1999 - Present At Current Address 2 years

Principals: Basil S Buchanan Title President

Title

Title

Type of Work Normally Performed: Marine Construction, Boat Ramps, Docks, Seawalls, Parks, Civil/Site Construction

Projects of this type previously completed:

1. Moss Park Boat Ramp and Parking Amount $ 657,981.83
2. Pioneer KOA Boat Ramp, Lift Station, Underground, Shoreline Amount $ 410,000
3. Sebastian Inlet Boat Ramps & Docks Amount $ 433,274

Reference: (for Projects listed above)

1. Orange County Parks
   Robert Goff Tel. No. (407) 836-6200
2. Pioneer KOA
   Jim Britton Tel. No. (321) 277-3694
3. Florida Department of Environmental Protection

Construct Co Inc.

State Certified General Contractor • License # CGC1516163
931 Dennis Avenue • Orlando, FL 32807
Tel: (407) 282-5340 • Fax: (407) 447-1331
www.SeawallsFlorida.com

Recently Completed Projects

1. **Project name:** North End Shoreline Stabilization
   Owner: Town of Longboat Key
   Contact: James Linkogle (941) 316-1988
   Address: 600 General Harris Street
   Longboat Key FL 34228
   Original Contract: $ 1,844,993.23
   Estimated to be Completed on Schedule: Yes
   Completion Date: 6/26/15
   Project Description: Install 2 Permeable Adjustable Groins using 8" Steel Piles. Precast Concrete Beams and Deck Panels. Groin Lengths approximately 270' extending into the Gulf of Mexico.

2. **Project name:** Seminole County Docks
   Owner: Seminole County
   Contact: Grant Wenrick (407) 665-5300
   Address: 121 Bush Loop
   Sanford FL 32773
   Original Contract: $ 235,800.00
   Estimated to be Completed on Schedule: Yes
   Completion Date: 7/1/15
   Project Description: Installation of Aluminum Floating Docks at 3 existing Boat Ramps in Seminole County

3. **Project name:** Tigertail Observation Tower
   Owner: Collier County
   Contact: Unknown (project awarded but not started)
   Address: Marco Island Florida
   Original Contract: $ 225,800.00
   Estimated to be Completed on Schedule: Yes
   Completion Date: 9/20/15
   Project Description: Multi Story Timber Observation Tower

Design ; Construction Tel. No. (850) 245 - 2781

Financial Status: please see Attached

Equipment: Mini Excavator, Excavator, Skid steer, Generators, vibratory hammer, dump truck

Number of Personnel Currently Employed: 12

Number of Personnel Available for Project: 12

Other Pertinent Information: Please see Attached References and license information. Additional info upon request or available at www.constructco-inc.com

Qualification of Contractors. It is essential that the project be supervised and carried out by personnel possessing training and experience appropriate to the nature of the project. The bid package submitted by prospective contractors **must include** documentation of the professional qualifications of the key personnel to be employed. Such documentation shall include, but not be limited to:

(1) resumes of academic training and employment in the applicable field; Please see attached Company Resume

(2) evidence of possession of required licenses or business permits.

NOTE: Proposer may submit separate statement of experience with additional information. (Attach to this page)

Construct Co, Inc.
1510 E Colonial Dr #104 Orlando FL 32803
P (407) 282-5340 Email: info@constructco-inc.com

Business Information:

Construct Co, Inc. is a fully licensed, bonded and insured marine construction company specializing in all phases of marine and park construction, from design and permitting to construction. Construct Co, Inc. has completed projects across the state of Florida for a multitude of municipalities and agencies throughout Florida over its many years of business. Construct Co, Inc. was in business for 10 years under the name AAA Bobcat before it was incorporated in 1999 as Construct Co, Inc.

Certification Education:

Basil S. Buchanan, President Qualifying Agent and License holder

Current Licensed State of Florida General Contractor CGC1516163
Current Licensed State of Florida Building Contractor CBC052151

Key Personnel:

Basil S. Buchanan – President – 1999 to Present – Graduate with Associates in Business (BB)
Lindsey Buchanan – Vice President/Chief Administrator – 2007 to Present – UCF Graduate Bachelors in Finance – MOT Certified – Storm Water and Erosion Control Inspector (LB)
MiCha Johnson – Chief Estimator/Project Manager – 2006 to Present - UCF Graduate Bachelors Degree – State of Florida Notary (MJ)
Jeffery Buchanan – Site Superintendent – 2012 to Present (JB)

Work History Past 8 Years:

2016

Cocoa Beach Upland Seawall – City of Cocoa (BB,LB,MJ,JB)
Little Wekiva River Stabilization – Orange County (BB, LB, MJ)

2015

Longboat Key Groin Installation – Collage Companies, Town of Longboat Key (BB,LB,MJ,JB)
Seminole County Boat Ramp Docks- Seminole County Florida (BB,LB,MJ)
Tigertail Observation Tower – Collier County (BB,LB,MJ,JB)

2014:

Flagler Ave Seawall – Volusia County (BB,LB,MJ,JB)
Spruce Creek Pier – Volusia County (BB,LB,MJ,JB)
KOA Seawall Demolition – Pioneers Inc (BB,LB,MJ)
KOA Liftstation Upgrades – Pioneers Inc (BB,LB,MJ)

2013:

East 50 Air Boat Launch – Orange County (BB,LB)
Shingle Landing – Gilchrist County (BB,LB)

2012:

CS 7 – Orange County – Heavy Sheetpile & Concrete Weir Structure (BB,LB)
E-40 – Orange County – Articulated Block Ditch (BB,LB)
Oldsmar Boat Ramp Design/Build – City of Oldsmar (BB,LB)

Construct Co, Inc.
1510 E Colonial Dr #104 Orlando FL 32803
P (407) 282-5340 Email: info@constructco-inc.com

Gant Canal Bulkhead – SW Florida Water Management District – Water Control Weir (BB,LB)

2011:

Craig Park Seawall Rehab – City of Tarpon Springs (BB,LB)
First Baptist Church Titusville – Chocoran Construction – Site Project (BB,LB)
Sunsplash Park Seawall – Volusia County (BB,LB)
Sunshine Skyway Seawall – Florida Department of Transportation (BB,LB)

2010:

First Baptist Church – Cocoran Construction – Underdrain (BB,LB)
Little Mudd Creek Boat Ramp – St. Lucie County (BB,LB)
Savage Fort Christmas – Orange County – Water Crossing (BB,LB,MJ)
Randolph Ave Boat Ramp – Orange County (BB,LB MJ)

2009:

St George Island - Florida Department of Environmental Protection-Crushed Shell Road (BB,LB,MJ)
Moss Park – Orange County- Boat Ramp Facility (BB,LB,MJ)
John U Lloyd Beach State Park - Florida Department of Environmental Protection (BB,LB,MJ)

2008 and Prior

Sebastian Inlet Shoreline Restoration - FL DEP (BB,LB,MJ)
Cypress Point Park Beach Re-nourishment - City of Tampa (BB,LB,MJ)
Bahia Honda State Park Boat Ramp Facility – FL DEP (BB,LB,MJ)
John Pennekamp State Park Wooden Vehicular Bridge – FL DEP (BB,LB,MJ)
Eureka Springs Elevated Boardwalk – Hillsborough County, FL (BB,LB,MJ)
Chateau by the Sea, Seawall Installation – Chateau by the Sea Condominiums (BB,MJ)
Sunrise Condominium, Seawall Installation – Sunrise Condominiums (BB,MJ)
Moontide Condominiums, Seawall Installation – Moontide Condominiums (BB,MJ)

Construct Co Inc.

State Certified General Contractor • License # CGC1516163
931 Dennis Avenue • Orlando, FL 32807
Tel: (407) 282-5340 • Fax: (407) 286-1848
www.SeawallsFlorida.com

Project References

1. **Project name:** Eureka Springs Boardwalk
   Owner: Hillsborough County
   Contact:
   Address: 6400 Eureka Springs Rd
   Tampa Florida 33610
   Telephone Number & Email:
   Final Contract: $ 350.000
   Completed on Schedule: Yes
   Date: 04/2008
   Project Description: Build an Elevated Boardwalk trough a preserved wooded area.

---

2. **Project name:** John Pennekamp State Park
   Owner: Department of Environmental Protection
   Contact: Randall Strange
   Address: 102601 Overseas Highway
   Key Largo Florida 33037
   Telephone Number & Email:
   Original Contract: $ 182.524.99
   Completed on Schedule: Yes
   Date: 05/2009
   Project Description: Repair entrance wooden vehicular bridge that leads into the camping area of the state park. Repair and replace rotting wooden members of existing vehicular bridge. Match existing wooden vehicular bridge.

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3. **Project name:** Malabar Bridge Repairs
   Owner: City of Palm Bay
   Contact: Mike McCabe. Sr. Engineer for Public Works
   Address: 120 Malabar Road
   Palm Bay. Fl. 32907
   Telephone Number & Email: (321)-953-8996. McCabm@PBFL.org
   Original Contract: $ 524.760.00
   Change Orders: $0.00
   Final Contract: $ 524.760.00
   Completed on Schedule: Yes
   Date: 01/05/07
   Project Description: Repair erosion problems due to failing concrete embankments along the river's edge by placing large rip rap. fabri-form and heavy geo textile on the emabankment and at the terminus.

---

4. **Project name:** Randolph Avenue Boat Ramp and Storm water management
   Owner: OCFL Parks and Recreation
   Contact: Bob Goff
   Address: 4801 West Colonial Drive
   Orlando. FL 32808

Telephone Number & Email: (407)-836-6200. Robert.Goff@OCFL.net
Original Contract: $ 336.635.00
Change Order: $ 0
Final Contract: $ 336.635.00
Completed on Schedule: Yes
Date: 09/15/10
Project Description: Demo and remove existing boat ramp slab and amenities. Dredge and construct new embedded stone stabilized foundation underwater for new boat ramp slab. Perform Excavation and clearing and grubbing. installation of trench drains. installation of storm water RCP and inlets. Utilize fabri-form. geo -textiles and rip rap to stabilize the revetments alongside the boat ramps and the foundation. Install sheet pile and concrete abutment. gangway and floating docks.

---

5. **Project name:** Moss Park Boat ramp replacement project
Owner: OCFL Parks and Recreation
Contact: Bob Goff
Address: 4801 West Colonial Drive
Orlando. FL 32808
Telephone Number & Email: (407)-836-6200. Robert.Goff@OCFL.net
Original Contract: $ 621.043.41
Change Order: $ 36.938.42
Final Contract: $ 657.981.83
Completed on Schedule: Yes
Date: 09/15/10
Project Description: Perform embankment excavation with clearing and grubbing. Demo and remove existing boat ramp slab and amenities. Dredge and construct new embedded stone stabilized foundation underwater for new boat ramp slab. excavation. installation of underground utilities. Utilize fabri-form. geo-textiles. geo-web and rip rap to stabilize the revetments alongside the boat ramps. foundation and shoreline. Creation of a new stabilized drainage swale for storm water management. Install sheet pile and concrete abutments. gangways and floating docks

---

6. **Project name:** National Orange Avenue Boat Ramp
Owner: City of Oldsmar Florida
Contact: Lynn Rives
Address: 100 State Street West
Oldsmar. FL 34677
Telephone Number & Email: (813)-749-1100. Lrives@ci.oldsmar.fl.us
Original Contract: $ 63.800.00
Change Order: $ 10.289.45
Final Contract: $ 74.089.45
Completed on Schedule: Yes
Date: 08/17/12
Project Description: Dredge and construct new embedded stone stabilized foundation underwater for new boat ramp slab. Utilize geo-textiles and rip rap to stabilize the revetments alongside the boat ramps. foundation and shoreline. Install sheet pile and concrete abutments. gangways and floating docks

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www.SeawallsFlorida.com

7. **Project name:** Shingle Landing Boat Ramp
   Owner: Gilchrist County Florida
   Contact: Andrew Carswell
   Address: 602 East Hathaway Ave
   Bronson, FL 32621
   Telephone Number & Email:
   Original Contract: $ 230,788.00
   Change Order: $ 20,149.00
   Final Contract: $ 250,937.00
   Completed on Schedule: Yes
   Date: 12/23/13
   Project Description: Dredge and construct new boat ramp slab with stone stabilized foundation. Utilize geo-textiles and rip rap to stabilize the revetments alongside the boat ramp. Install Aluminum floating docks. Install new Parking Area.

8. **Project name:** Spruce Creek Fishing Pier
   Owner: Volusia County
   Contact: Gary Morton
   Address: 123 W. Indiana Ave.
   4th Floor Rm 402
   Deland, Fl. 32720-4262
   Telephone Number & Email: GMorton@volusia.org
   Office: (386) 736-5967 x3289
   Mobile: (386) 804-9229
   Final Contract: $131,197.80
   Estimated to be Completed on Schedule: Yes
   Date: 3/2014
   Project Description: Replace support piles on fishing pier located at the Spruce Creek Campground. This includes removal of existing piles, replacement of piles and hardware as needed to provide support for fishing pier.

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9. **Project name:** Flagler Ave Seawall
   Owner: Volusia County
   Contact: Gary Morton
   Address: 123 W. Indiana Ave.
   4th Floor Rm 402
   Deland, FL 32720-4262
   Telephone Number & Email: GMorton@volusia.org
   Office: (386) 736-5967 x3289
   Mobile: (386) 804-9229
   Original Contract: $ 98,577.60
   Estimated to be Completed on Schedule: Yes
   Date: 3/2014
   Project Description: Precast Concrete Seawall Panels 4' x 22' 8". Includes building rebar cages, wood forms, pour concrete panels, Install panels, Install cap and tie back system at Flagler Ave, New Smyrna Beach.

10. **Project name:** Pioneers KOA Campground
Owner: Poineers Inc
Contact: Jim Britton (321) 277-3694
Address: 12345 Narcoossee Rd
Orlando FL
Original Contract: $ 410,000.00
Estimated to be Completed on Schedule: Yes
Date: 10/2014
Project Description: Boat Ramp Installation. Shoreline restoration. Demolition. grading. Installation of a Riley Lift Station and underground pipe.

---

11. **Project name:** North End Shoreline Stabilization
Owner: Town of Longboat Key
Contact: James Linkogle (941) 316-1988
Address: 600 General Harris Street
Longboat Key FL 34228
Original Contract: $ 1,844,993.23
Estimated to be Completed on Schedule: Yes
Date: 6/26/15
Project Description: Install 2 Permeable Adjustable Groins using 8" Steel Piles. Precast Concrete Beams and Deck Panels, Groin Lengths approximately 270' extending into the Gulf of Mexico.

Please see Attached

BID BOND

STATE OF FLORIDA)
COUNTY OF LAKE)
CITY OF TAVARES)

KNOW ALL MEN BY THESE PRESENTS, that _____ _____ as Principal, and_____ a corporation organized and existing under the laws of the State of_____, having its home office in the City of _____, and currently licensed to do business in the State of Florida, as Surety, are held firmly bound unto the City of Tavares, Lake County, Florida, hereinafter called the City, in the penal sum of _____ Dollars, ($_____), for the payment of which well and truly made, we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally, by these presents;

The condition of the obligation is such, that whereas the Principal has submitted the attached bid dated _____ for the

FOR: CITY OF TAVARES PROJECT

NOW, THEREFORE, if the Principal shall not withdraw said Bid prior to the date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the City in accordance with the Bid as accepted, and give a Performance and Payment Bond with good and sufficient surety or sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith, or in the event of the failure to enter into such contract and give such Bond, if the Principal shall pay to the City the difference, not to exceed the penalty hereof, between the amount specified in said Bid and the amount for which the City may produce or obtain the required work and/or supplies, provided the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

Any changes or modifications made in or under the bid documents prior to submission thereof, and compliance or noncompliance with any formalities connected with the Bid or with any changes or modifications, do not affect Surety's obligation under this Bond, notice of such changes or modifications to the Surety being hereby waived.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representatives, each pursuant to authority of its governing body.

Signed, sealed, and delivered
in the presence of:

_____(DATE)

ATTEST:

_____

_____(SEAL)
PRINCIPAL

_____

By:_____

ATTEST:

_____

_____(SEAL)
SURETY

_____

By:_____
Attorney-in-Fact

(Note: If both Principal and Surety are corporations, their respective corporate seals should be affixed hereon, and copy of Surety representative's Power-of-Attorney attached hereto.)

TRENCH SAFETY AFFIDAVIT

FOR: **City of Tavares**

If Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item	(Description)	Cost
BASE BID:	Comply with all applicable trench safety standards	$ 100
	TOTAL $	100.00

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

COMPANY NAME: Construct Co Inc

DATE: 9/14/16

BY: [signature]

Basil S Buchanan Pres

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Basil S Buchanan, certify that I am the Secretary of the corporation named as Principal in the foregoing Bond; that Basil S Buchanan, who signed the said Bond on behalf of the Principal was then President of said corporation that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

CONSTRUCT CO INC CORPORATE SEAL

(SEAL)

Secretary

STATE OF FLORIDA)
COUNTY OF Orange) SS
CITY OF Orlando)

Before me, a Notary Public duly commissioned, qualified, ~~and~~ acting personally appeared Basil S Buchanan to me well known, who being by me first duly sworn upon oath says that he is the ~~Attorney-in-Fact~~ President for Construct Co Inc, ~~Surety~~ Company, and that he has been authorized by said ~~Surety corporation~~ to execute the foregoing Bond on behalf of the Contractor named therein in favor of the City of Tavares, Florida.

Subscribed and sworn to before me this 14 day of September, 2016.

MICHA JOHNSON
MY COMMISSION #FF134218
EXPIRES June 19, 2018
(407) 398-0153 FloridaNotaryService.com

Notary Public
State of Florida at Large

My Commission Expires: June 2018
(SEAL)

AFFIDAVIT OF NON-COLLUSION

STATE OF FLORIDA

COUNTY OF Orange

Basil S Buchanan *, being first duly sworn, deposes and says that he (it) is the bidder in the above bid, for Wooten Park Phase 3, that the only person or persons interested in said bid are named therein that no officer, employee or agent of the City of Tavares or of any other bidder is interested in said bid; and that affiant makes the above bid with no past or present collusion with any other person, firm or corporation.

Construct Co Inc

Affiant: _____ Title: President

Basil S Buchanan

Sworn and subscribed to before me this 14 day of September 2016, in the state of Florida, County of Orange

Attest: _____

Notary Public

My Commission Expires: June 2018

(Notary Seal)

MICHA JOHNSON
MY COMMISSION #FF134218
EXPIRES June 19, 2018
(407) 398-0153 FloridaNotaryService.com

*NOTICE: State name of Bidder followed by name of authorized individual (and title) who is signing as Affiant. If Bidder is an individual, state name of Bidder only.

AFFIDAVIT ON PUBLIC ENTITY CRIMES

(SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The City of Tavares
   by Basil S Buchanan President
   (Print individual's name and title)
   for Construct Co Inc
   (Print name of entity submitting sworn statement)
   whose business address is 1510 E Colonial Dr #104
   Orlando Fl 32803

   and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3591183 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The

ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies)**

   ✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION

287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature) Basil S Buchanan President

9/14/16
(Date)

STATE OF Florida

COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Basil S Buchanan who, after first being
(Name of individual signing
sworn by me, affixed his/her signature in the space provided above on this 14 day of September, 2016.

Attest: _____
Notary Public

My commission expires: June 2018

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
MICHA JOHNSON
MY COMMISSION #FF134218
EXPIRES June 19, 2018
(407) 398-0153 FloridaNotaryService.com

CONSTRUCT CO., INC.

BALANCE SHEET

JUNE 30, 2016

ASSETS	
Current assets:	
Cash and cash equivalents	$ 62,080
Contract receivables	724,944
Costs and estimated earnings in excess of billings on uncompleted contracts	156,921
Other current assets	4,271
Total current assets	948,216
Property and equipment	340,431
Accumulated depreciation	(256,326)
	84,105
Total assets	$ 1,032,321
LIABILITIES AND SHAREHOLDER'S EQUITY	
Current liabilities:	
Accounts payable	$ 354,012
Payroll liabilities payable	42,140
Credit cards payable	12,854
Loan from Patricia Buchanan	1,738
Loan from shareholder	67,360
Current portion of notes payable	27,003
Billings in excess of costs and estimated earnings on uncompleted contracts	30,472
Total current liabilities	535,579
Long-term liabilities:	
Notes payable, less current portion	30,888
Total liabilities	566,467
Shareholder's equity:	
Common stock; par value $1 per share; 500 shares issued and outstanding	500
Additional paid-in capital	81,549
Retained earnings	383,805
Total shareholder's equity	465,854
Total liabilities and shareholder's equity	$ 1,032,321

See accompanying notes and independent accountant's compilation report.

BID BOND

STATE OF FLORIDA)
COUNTY OF LAKE)
CITY OF TAVARES)

KNOW ALL MEN BY THESE PRESENTS, that Construct Co. Inc. as Principal, and American Southern Insurance Company a corporation organized and existing under the laws of the State of Kansas, having its home office in the City of Topeka, and currently licensed to do business in the State of Florida, as Surety, are held firmly bound unto the City of Tavares, Lake County, Florida, hereinafter called the City, in the penal sum of Five Percent of Amount Bid Not to Exceed Fifty Thousand & 00/100 Dollars, ($ 5% NTE $50,000.00), for the payment of which well and truly made, we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally, by these presents;

The condition of the obligation is such, that whereas the Principal has submitted the attached bid dated 09/15/2016 for the

FOR: CITY OF TAVARES PROJECT

NOW, THEREFORE, if the Principal shall not withdraw said Bid prior to the date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the City in accordance with the Bid as accepted, and give a Performance and Payment Bond with good and sufficient surety or sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith, or in the event of the failure to enter into such contract and give such Bond, if the Principal shall pay to the City the difference, not to exceed the penalty hereof, between the amount specified in said Bid and the amount for which the City may produce or obtain the required work and/or supplies, provided the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Patricia E. Martin of Lutz, Florida; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Atlanta, Georgia; or Kelley E.M. Nys of Decatur, Georgia, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 3rd day of February, 2016.

Attest: Gail A. Lee
Gail A. Lee, Secretary

American Southern Insurance Company
By:
Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 3rd day of February, 2016, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

Candace T. Cheatham
Candace T. Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County
Commission Expires December 7, 2017

STATE OF GEORGIA
SS:
COUNTY OF FULTON

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 15th day of September, 2016

John R. Huot
Vice President

Power No. **40658**

CANDACE T. CHEATHAM
MY COMMISSION
NOTARY
PUBLIC
EXPIRES
12-07-2017
DEKALB COUNTY, GEORGIA

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: October 5, 2016

AGENDA TAB NO. 12

SUBJECT TITLE: Award RFP 2016-0020 for Study, Review and Update to Fire District Assessment Fees.

OBJECTIVE: Consider award of RFP 2016-0020 to Government Services Group for Study, review and update of City of Tavares Fire Assessment Fees.

SUMMARY:

On August 14, 2016, RFP No. 2016-0020 was issued to secure proposals from Consulting Firms to conduct a Study for update and valuation of the Fire Assessment Assessable Budget and related Fire Assessment Fee and to provide an updated Fee Schedule for the Fee.

The RFP was advertised in the Orlando Sentinel on August 14, 2016, the City Website, and Demand Star Web Portal for Bid opportunities.

All responses to the RFP issued were due back to the City on our before September 15, 2016. A bid opening was held on September 15, 2016 at 2:00 pm in the City Council Chambers at City Hall.

On September 30, 2016, the Selection Committee consisting of the City Administrator, the Finance Director, and the Fire Chief met to review, rank and rank responses to RFP 2016-0020. The City received two responses to the advertised RFP. The two responding firms are as follows:

- Government Services Group, Inc.
- Burton & Associates

The Selection Committee recommends award of the RFP to Government Services Group. The firms were ranked for 1. Expertise & experience, 2. Approach to tasks to be performed, 3. Quality, professionalism, and conciseness of RFP, 4. References, 5. Cost of Services, and 6. Previous successful implementation.

OPTIONS:

1. Move to **approve award of RFP 2016-0020 to Government Services Group and authorize the City Administrator to execute a contract.**
2. **Do not award RFP 2016-0020.**

STAFF RECOMMENDATION:

Option 1.
Move to award RFP 2016-0020 to the Government Services Group and authorize the City Administrator to execute a contract with GSG.

FISCAL IMPACT:
This is a budgeted item in FY2016 Budget.

LEGAL SUFFICIENCY: The Proposal has been reviewed by the City Attorney.

America's Seaplane City

MINUTES OF RFP EVALUATION
September 30, 2016
Fire Assessment Reevaluation
RFP 2016-0020
TAVARES CITY HALL Conference Room 3

Present :
John Drury, City Administrator
Richard Keith, Fire Chief
Lori Houghton, Finance Director
John Rumble Purchasing Manager

On Friday September 30, 2016 the committee members met in conference room 3 to discuss the submittals for the Fire Assessment Reevaluation

The submitters were :

Burton & Associates
200 Business Park Circle, Suite 101
St. Augustine, FL 32095

Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308

Mr. Rumble opened the proceedings buy stating that the RFP had been publicly advertised in the Orlando Sentinel Newspaper on August 14th 2016.
Mr. Rumble then asked the committee members to briefly discuss their review of the submittals starting with Chief Keith. Mr. Drury commented next followed by Ms. Houghton. All noted GSG's previous experience with the City of Tavares, a lower cost of services and expertise in the field
Mr. Rumble then requested the score sheets and the totals were as follows

Ranking Scores Sheet Totals	**1**	2	3	TOTAL
GSG	100	100	100	300
Burton and Associates	89	86	81	256

By unanimous consensus it was determined that Government Services Group would be recommended to the Tavares City Council as the selected provider of services

Respectfully submitted,

John Rumble
Purchasing Manager

America's Seaplane City™

CITY OF TAVARES
MINUTES OF BID OPENING
September 15, 2016
Request for Proposal
Re-Evaluation of Fire District Special Assessment Program Fees
Bid No. 2016-0020

TAVARES CITY HALL

PRESENT

John Rumble, Purchasing Manager
Kay Mayes, Admin Assistant, Finance

Mr. Rumble noted today's date as Thursday, September 15, 2016. This is the opening of submission packages received in response to Bid No. 2016-0020, Request for Proposal for Re-Evaluation of Fire District Special Assessment Program Fees. There were two proposals received:

1) Burton & Associates
   200 Business Park Circle, Suite 101
   St. Augustine, FL 32095

2) Government Services Group, Inc.
   1500 Mahan Drive, Suite 250
   Tallahassee, FL 32308

It was noted the packages would be evaluated and recommendations presented to City Council.

Respectfully submitted,

Kay Mayes

Kay Mayes
Admin Assistant, Finance

ADVERTISEMENT/INVITATION RFP 2016-0020
REQUEST FOR PROPOSAL FOR RE-EVALUATION OF FIRE DISTRICT SPECIAL ASSESSMENT FEES FOR THE CITY OF TAVARES, FLORIDA

Pursuant to Section 287.055, Florida Statutes, the City of Tavares (the "City") invites qualified firms to submit statements of their Proposal to Update the City's Fire Assessment Program for the City in response to this Request for Proposal (the "RFP").

Sealed bids are invited by the City of Tavares, to be received at the office of the City Clerk, 201 East Main Street, Tavares, Florida, 32778 so as to be received **not later than 2:00 PM on Thursday, September 15, 2016. Bids received after this specified time and date will not be considered.**

The City Council of the City of Tavares, Florida is seeking Request for Proposals from firms/ individuals to provide a Re-evaluation of existing Fire District Special Assessment Fees. The successful proposer shall be familiar with municipal and County fees, rates and assessment schedules and structures and the Florida Statutes, Laws, Rules and promulgations thereby that govern local government fee assessments and budgeting processes.

Copies of contract (bid) documents consisting of bidding requirements, contract forms, and conditions of the contract may be examined at City Hall, 201 E. Main St., Tavares, Florida, telephone (352) 742-6131. Bidders with access to DemandStar.com can obtain the front end documents by calling 1-800-711-1712, or on the web at http://www.demandstar.com.

John Rumble
Purchasing Manager
jrumble@tavares.org

LAK4382326 8/14/16

AGENDA SUMMARY
TAVARES CITY COUNCIL
October 5, 2016

AGENDA TAB NO. 13
SUBJECT TITLE: City Administrator Report
OBJECTIVE: To inform Council on city related matters.
SUMMARY: Will be presented at meeting

City Council Regular Meeting	*October 5, 2016 – 4:00 p.m., and October 19, 2016 – 4:00 p.m.*
Library Board	*October 19, 2016 – 2:30 p.m. – Library Conference Room*
Planning & Zoning Board	*October 20, 2016 – 3:00 p.m. – City Council Chambers*
Code Enforcement Hearing	*October 25, 2016 – 5:00 p.m. – City Council Chambers*

CITY SPONSORED OR AFFILIATED EVENTS

Rocktober Fest	*October 8, 2016 – Wooton Park*
Tavares Chamber of Commerce Red Carpet Gala	*October 21, 2016 – Lake Receptions 6:00 to 10:00 pm*
Boo Festival Family Fall Festival	*October 28, 2016 – 6 pm to 9 pm Wooton Park*
Monster Splash	*October 29, 2016 – Wooton Park – contest begins at 11:0 am*
Hydro-Turf Jet Ski	*November 5-6, 2016 World Championship*
General Election	*November 8, 2016 (City Hall is a Precinct)*
Tavares Chamber Taste of Tavares	*November 10, 2016 – Pavilion on the Lake*
CRA Fall Thunder Regatta	*November 18-20 – Wooton Park*
Christmas Parade & Celebration	*December 3, 2016 Parade at 5:00 p.m. on Main Street*

OTHER COMMUNITY EVENTS

Chamber Business Luncheon	*October 26, 2016 – Civic Center 11:30 – 1:30*
Golden Triangle YMCA Turkey Trot	*November 24, 2016 – 8:00 a.m.*

OTHER OUTSIDE AGENCY MEETINGS

Lake County League of Cities	*Friday, October 14, 2016 – 12:00 noon Elks Lodge*
Lake Sumter MPO	*October 26, 2016 – 2:00 p.m. – Leesburg MPO office*

AGENDA SUMMARY
TAVARES CITY COUNCIL
October 5, 2016

AGENDA TAB NO. 14

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

Council will be offered an opportunity to provide a report at the meeting.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A