

**Palmetto City Council
May 29, 2002 5:30 PM**

Elected Officials Present:

**Mary Lancaster, Vice Mayor
Shirley Bryant, Council Member
Tamara Cornwell, Council Member**

Elected Officials Absent:

**Larry Bustle, Mayor
Charlie Grace, Council Member
Brian Williams, Council Member**

Staff and others present:

**Alan Prather, City Attorney
Mary Jean Forrester, Deputy City Clerk
Mike Hickey, Public Works Director
Allen Tusing, Public Works Supervisor
Diane Ponder, Administrative Assistant**

Vice Mayor Lancaster called the meeting to order at 5:30 pm.

Vice Mayor Lancaster informed Council the meeting had been called because there was a problem with the B-2 contract which Attorney Prather was attempting to correct. Attorney Prather reviewed the changes to the Construction Agreement as follows:

- **Contractor's name should read Larry Aldrich Enterprises, Inc., d/b/a L. A. Enterprises**
- **Project price of \$283,823.25 was inserted into paragraph 3**
- **Project completion date was changed to 90 consecutive calendar days to coincide with bid documents**
- **Payment due date was changed to the 15th day of each calendar month, with allowances allowed for weekends and holidays; certified and approved estimates of completed work must be delivered to the City's Public Works Department by the 1st day of each month for verification of accuracy by City staff**
- **Signature lines were changed to allow for execution by the Vice Mayor**

A copy of the corrected Construction Agreement is attached hereto and made a part of these minutes.

Mr. Hickey and Mr. Tusing assured Council that everything was in order to begin the project.

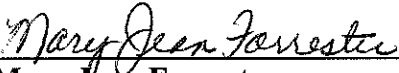
**Palmetto City Council
Special Meeting
May 29, 2002**

MOTION: Ms. Bryant moved, Ms. Cornwell seconded and motion carried unanimously to authorize the Vice Mayor to execute the Construction Agreement regarding system B2, Carr Drain, at 12th Street.

Discussing the Oakridge B-3 project, Attorney Prather advised Council that Top 3% would be submitting a letter of intent proposing to settle the lawsuit. The topic was placed on the June 3, 2002 agenda, with the understanding it could be removed if correct documentation is not in place at the time of the meeting.

Ms. Bryant moved, Ms. Cornwell seconded and motion carried unanimously to adjourn the meeting at 6:55 p.m.

Minutes approved: June 3, 2002



**Mary Jean Forrester
Deputy City Clerk**

SYSTEM B-2 - CARR DRAIN AT 12TH STREET
DRAINAGE IMPROVEMENTS
JEA PROJECT NO. 09502-049-01
PALMETTO, FLORIDA

09502-049-01

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into on the 29 day of May, 2002, by and between Larry Aldrich Enterprises, Inc., d/b/a L. A. Enterprises, herein called First Party, and the City of Palmetto, Florida, herein called Second Party.

WITNESSETH:

That the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all materials and equipment and perform all of the work in the manner and to the full extent set forth in the following enumerated Plans and Specifications therefor prepared by Jones, Edmunds & Associates, Inc., and the Contract Documents relative thereto, including among others the following:

Invitation to Bid, Instruction to Bidders, Form of Proposal, Form of Contract, Form(s) of Bond(s), General Conditions, Special Provisions, Technical Specifications and the contract plans, and all addenda, if any issued prior to the opening of bids, all of which are made a part of this Agreement as complete as if set forth herein. The materials and the manner and extent of the work shall be to the satisfaction of the Second Party or its duly authorized representative, who shall at all times have full opportunity to inspect the materials and the work to be done under this Agreement.

2. That the First Party shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall fully complete all work hereunder within 90 consecutive calendar days from and after said date.

3. The total Contract price award for the work pursuant to this Agreement shall be Two Hundred Eighty-three Thousand Eight Hundred Twenty-three and 25/100 Dollars (\$283,823.25). The Second Party hereby agrees to pay to the First Party for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, as follows:

On or before the 15th day of each calendar month, unless same shall fall on a weekend day or holiday, in which case it shall be the next day that is not a weekend or holiday, the Second Party shall make partial payments to the First Party on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, equal to the contract value of the estimated work performed less ten percent (10%) of the amount of such estimate which is to be retained by the Second Party until the work has been performed strictly in accordance with this Agreement and until such work has been accepted by the Second Party. The

May 29, 2002

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First Party shall deliver to the Second Party on or before the 1st day of each calendar month, unless same shall fall on a weekend day or holiday, in which case it shall be the next day that is not a weekend or holiday, the duly certified and approved estimate of work above referenced for Second Party's review and action as provided herein.

4. Upon submission by the First Party of evidence satisfactory to the Second party that all payrolls, material bills, taxes, and other costs incurred in connection with said construction work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the final completion by the First Party of all work covered by this Agreement and the acceptance of such work by the Second Party.

5. It is further agreed that if, at any time after the execution of this Agreement and the execution of the performance and payment bond(s) hereto attached, the Second Party shall deem the bond(s) or the surety or sureties thereon to be unsatisfactory, or the coverage of the bond(s) to be inadequate, the First Party shall at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond(s) in such form and amount and with such surety or sureties, as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional bond shall be furnished in manner and form satisfactory to the Second Party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in six counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(FIRM:) Larry Aldrich Enterprises, Inc.,
d/b/a L. A. Enterprises

(WITNESS:) _____

(BY:) _____

~~Larry Aldrich~~ Ronald L. Wasden

(TITLE:) Vice President
(First Party)

(SEAL) _____

Mary Jean Forrester

(ATTEST:) ~~Karen A. Conlon~~
Deputy City Clerk

City of Palmetto, Florida

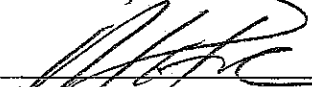
(BY:) _____

City Clerk/Deputy Clerk

(BY:) _____

Mary Lee Lancaster, Vice Mayor
(Second Party)

Approved as to Form:



City Attorney

May 29, 2002