

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made as of the ____ day of _____ in the year 2021 by and between, the City of Marianna, (hereinafter called OWNER) and, Bill Smith Electric, Inc. (hereinafter called CONTRACTOR),

WITNESSETH THAT OWNER AND CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The CONTRACTOR shall perform the work specified in the CONTRACTOR's quote dated March 4, 2021 attached as (**Attachment A**), and to provide all services and to complete the project within the time set forth in Article 2, and at the prices set below in this Agreement.

Article 2. CONTRACT TIME. The work specified in the first bullet point in Attachment A shall be completed within ten (10) calendar days from the date of execution of this Agreement. The work specified in the remaining three bullet points in Attachment A shall be completed within ninety (90) calendar days from the date of execution of this Agreement.

Article 3. CONTRACT PRICE. Owner shall pay Contractor for performance of the work in accordance with the contractor's proposal (Attachment A). The work identified in the proposal is a lump sum fee of \$11,657.00.

Article 4. APPLICATIONS FOR PAYMENT. Contractor may submit an Application for Payment. Application for Payment will be reviewed and approved by the Owner and/or Owner's engineer for verification of the work performed when the project is complete as determined by the Owner and/or Owner's engineer.

Article 5. MISCELLANEOUS.

5.1 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any monies due or to become due without the prior written consent of Owner.

5.2 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

5.3 The Contract Documents constitute the entire Agreement between Owner and Contractor and may be altered, amended or repealed only by a duly executed written instrument, in the form of a Change Order.

Article 6. WARRANTY. Contractor shall warrant his work for one-year period from date of completion. Any failures shall be repaired by the Contractor at no cost to the Owner.

*City of Marianna
Fuel Farm Automatic Transfer Switch Replacement*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

OWNER:

By _____
Name & Title

Attest _____

(SEAL)

CONTRACTOR:

Bill Smith Electric, Inc. _____

By _____
Name & Title

Attest _____

(SEAL)



PO Box 1057
Gonzalez, FL 32560
Office (850) 968-6500
BillSmithElectric.com

March 4, 2021

Subject: Marianna Municipal Airport Damaged ATS Replacement

We are pleased to provide you with the following proposal per the following scope of work:

Scope of work:

- Demo internals of ATS. Safe off generator feeders and generator. Splice existing panel wiring to temporarily restore power to fuel farm.
- Demolish existing damage ATS.
- Install new ATS and test for functionality.
- Includes factory start-up/ programming by generator supplier.

Total Amount: \$11,657.00

Clarifications/exclusions:

1. Excludes repair of existing conduit damaged by contractor. Quote for ATS repair only.
2. Quote is only good for 60 days.
3. Bonding not included.

Please call if you have any questions.

Regards,

Derek Gilmore

Derek Gilmore, 850-777-9476Cell
Project Manager

AGENCY GRANT #	FDOT JPA Funding #425629-8	FDOT JPA Funding #425629-9	FDOT JPA Funding #423820-5	FAA Funding AIP Grant	FAA Funding AIP Grant
DATE EXPIRES	Expires 6/30/2020	Expires 8/30/2021	Expires 8/30/2021	N/A	3-12-0045-019-2020
PURPOSE	Fuel Farm	Hanger Improve Fuel Farm Access Rd Ind. Pk Dr. Rehab	Fuel Farm	Master Plan	Ind. Pk. Dr. Rehab.
AMOUNT	\$328,179.00	\$453,747.00	\$675,000.00	\$254,889.00	\$501,216.00
ALLOCATION OF EXPENSE - BALANCE	\$0.00	\$0.00	\$11,943.57	\$0.00	\$0.00
Master Plan \$276,710	\$21,821.00			\$254,889.00	
Fuel Farm Relocation					
Engineer - Fuel Farm New - \$63,390	\$63,390.00				
Construction - Fuel Farm New - \$771,851	\$242,968.00		\$528,883.00		
Testing - Fuel Farm New - \$2,518			\$2,518.00		
Hanger Improvements					
Construction - \$81,666.40		\$81,666.40			
Fuel Farm Access Road					
Design and Permitting - \$35,375		\$35,375.00			
Construction - \$224,739.35		\$224,739.35			
Material Testing Acceptance - \$8,000		\$8,000.00			
Automatic Transfer Switch - \$11,657			\$11,657.00		
Industrial Pak Dr. Rehabilitation					
Design, Bid, Construction Admin \$56,550		\$56,550.00			\$501,216.00
Construction - \$501,216		\$10,000.00			
Testing Material - \$10,000					
CEI Services DHM - \$10,000 (Road Proj)		\$10,000.00			
Change Order #1 - Road Proj - \$132,694.68		\$27,416.25	\$105,278.43		
Change Order #2 - Road Proj - \$14,720.00			\$14,720.00		
BALANCE OF FUNDS					\$11,943.57

Jim Dean

From: Collins, John_P.E. <jcollins@avconinc.com>
Sent: Monday, March 15, 2021 1:05 PM
To: Strickland, Vanessa; Williams, Quinton
Cc: Lewis, Virgil
Subject: Automatic Transfer Switch and power line improvements at Marianna Municipal Airport
Attachments: BSE Quote Marianna ATS Replacement Revised.pdf

Vanessa and Quint,

As we discussed this morning, the Automatic Transfer Switch (ATS) for the fuel farm/backup generator and power cables for the fuel farm emergency shutoff switches need to be replaced to support the new fuel farm. Both of these items are specialized equipment and need to be installed by contractors with specific knowledge of the installation. We coordinated a proposal with Bill Smith Electric to replace and configure the ATS (attached) for \$11,657. We are currently coordinating a price with the contractor who installed the emergency shutoff switches and will provide you with an update as soon as we receive it. There is sufficient funds in the existing grant to cover these costs.

The City of Marianna is planning to contract directly with the electrical contractors to accomplish this work and request reimbursement from the FDOT as part of their regular reimbursement request. Can you confirm these costs are eligible and the City can contract for this work directly?

Thanks.

John Collins, PE
Project Manager | AVCON, INC.



Niceville, FL | 850.678.0050 Ext. 117 | Cell: 850.737.0415 | www.avconinc.com

Transforming Today's Ideas into Tomorrow's Reality Since 1988

This e-mail, and any files transmitted with it, are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.