

RESOLUTION 12-078

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2012-049 AND PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised General Fund and Capital Acquisition Fund for fiscal year 2011-2012, Budget Amendment/Transfer BA 2012-049 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 7th day of August 2012.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:

Kenneth B. Cuyler
Kenneth B. Cuyler, City Attorney

8/1/12
Date

Vote of Councilmembers:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

MEMORANDUM

DATE: August 7, 2012
TO: City Council
THROUGH: City Manager Judie Zimomra
FROM: Acting Public Works Director Scott Krawczuk
RE: Request Budget Amendment to perform Finance Department visitor reception area interior remodel in the amount of \$24,514.88

The entrance area or visitor reception area of the Finance Department Wing of City Hall building requires modifications due to the following issues:

- Handicapped accessibility issues
- Security issues identified in the audit process
- MIS and storage issues

This work is an unfunded project for the current fiscal year. A budget amendment is requested to transfer \$24,514.88 from reserves to the Public Facilities portion of the general fund to perform this work.

cc: Finance Director Sylvia Edwards
City Attorney Ken Cuyler

Proposal

Prepared for:
CITY OF SANIBEL FINANCE DEPARTMENT



Michael J. McGinn, Inc.

General Construction Services

Serving Sanibel/Captiva

Since 1988

CGC 1505919

**Remodel ♦ Renovation ♦ Piling Replacements ♦ Property Inspection
Restoration ♦ Infrared Building Scans ♦ Home Watch Services**

1619 Periwinkle Way, Suite 105, Sanibel, FL 33957

Phone: (239) 472-6390 Fax: (239) 472-9389

E-mail: mcginninc@earthlink.net

Website: www.michaeljmcginn.com

Proposal

July 30, 2012

Owner/Agent:

City of Sanibel Finance Department
800 Dunlop Road
Sanibel, FL 33957

Property Address:

City of Sanibel Finance Department
800 Dunlop Road
Sanibel, FL 33957

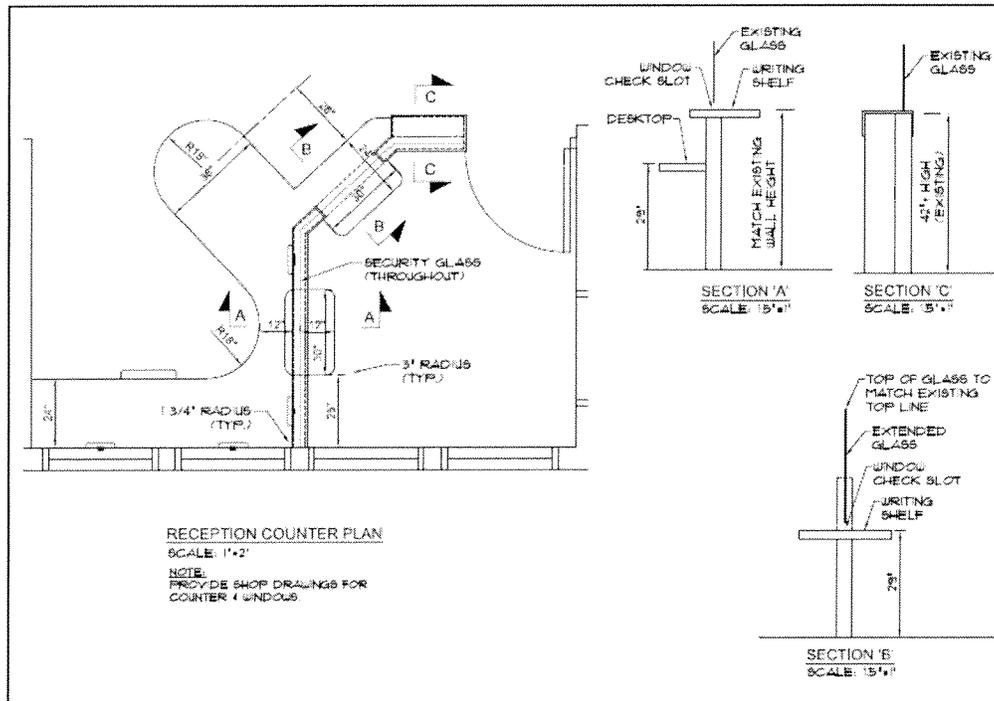
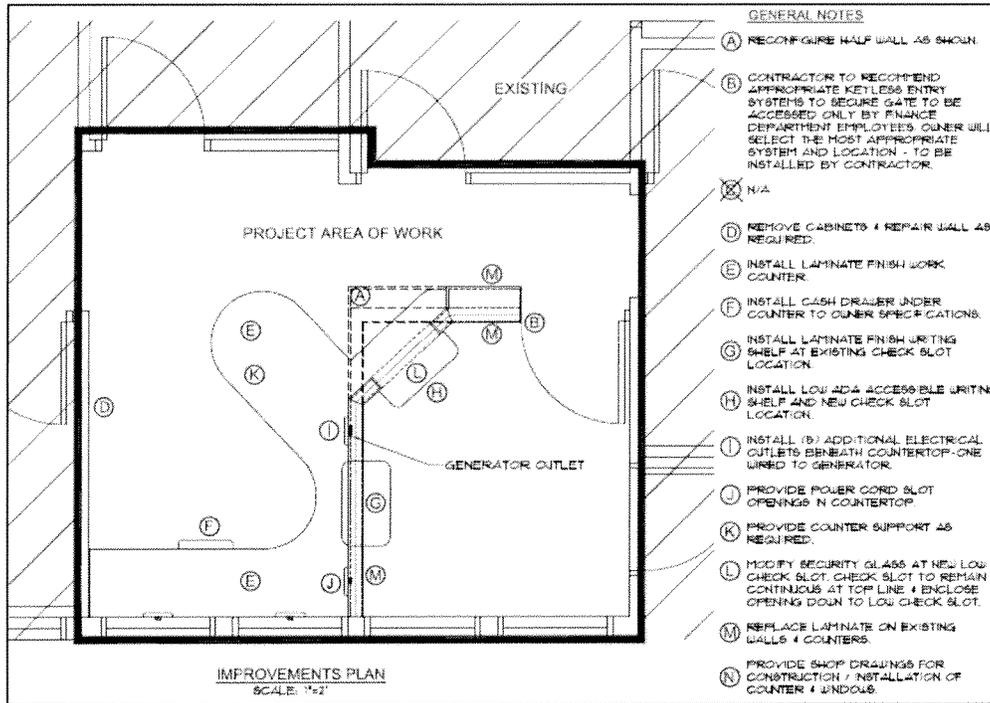
We hereby submit specifications and estimate for work as follows:

- Remove existing Plexiglas.
- Modify square corner as per plan by adding a new angled half wall.
- Install writing shelf with support at existing check slot.
- Add new tempered glass at angled wall with check slot and ADA compliant writing shelf.
- Add new tempered glass on remaining half walls.
- Add new keyless entry lockset at entry gate.
- Add new laminate work tops as per plan with approved selection.
- Add cash drawer as per plan.
- Remove existing cabinets.
- Fill holes and repair walls to prepare for paint.
- Install five additional electrical outlets with one wired to generator.
- Add new flooring as per plan.
- Paint primary walls with Sherwin Williams SW 6126 Navaho White.
- Paint accent wall with Sherwin Williams SW 6473 Surf Green.
- Add new brochure rack, size and location to be determined.
- Relocate and reuse file cabinets as per plan.
- Remove project related debris.
- Estimated cost: \$ 24,514.88

INITIALS _____

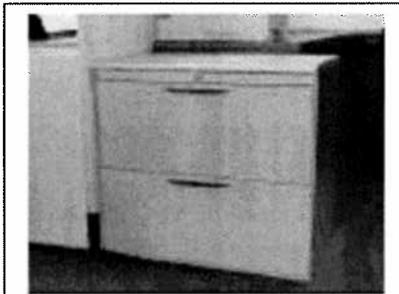
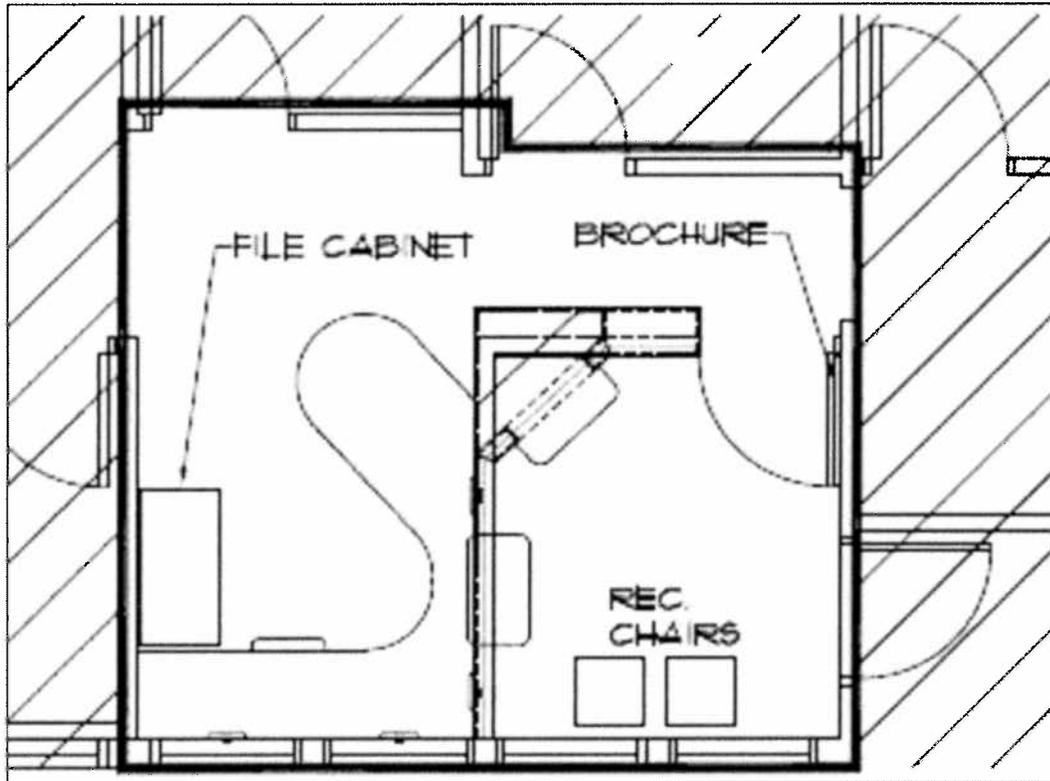
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Improvement and Counter Plan



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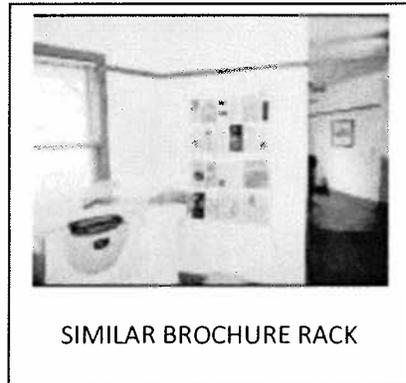
File Cabinets, Brochure Rack, and Chairs



SIMILAR FILE CABINET



SIMILAR STYLE CHAIR BY
OWNER

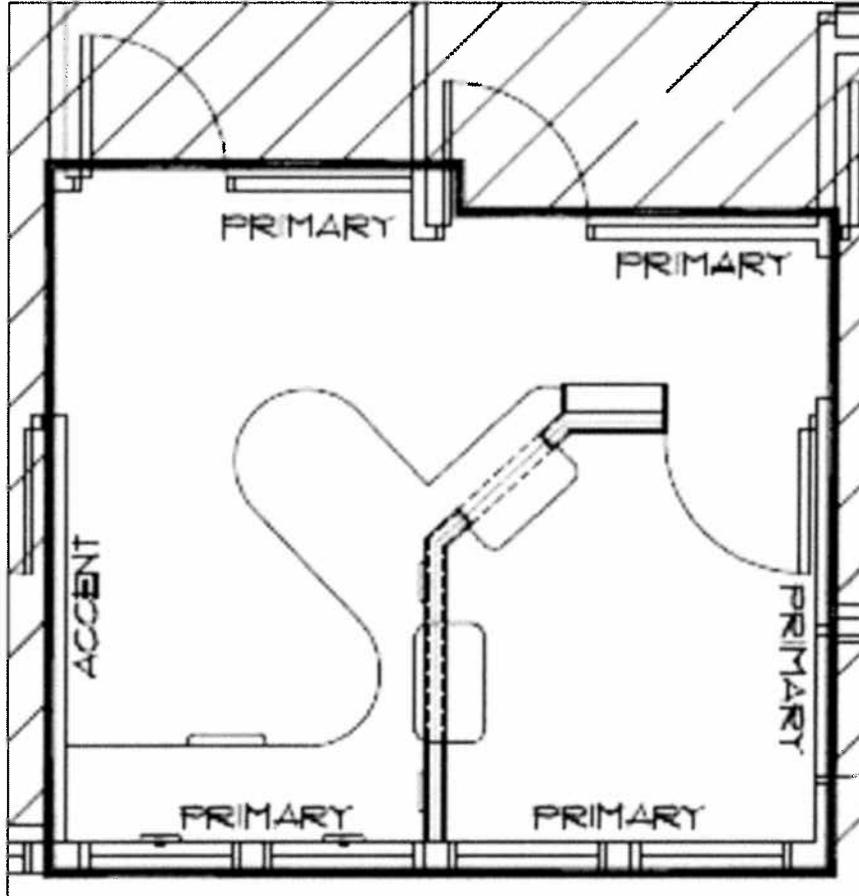


SIMILAR BROCHURE RACK

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Color Plan



NEW FLOORING TO MATCH
EXISTING IN MAIN LOBBY

SHERWIN-WILLIAMS PAINT

PRIMARY WALLS: SW 6126

NAVAJO WHITE

ACCENT WALL: SW 6473

SURF GREEN

**COUNTER/DECK TOP: SW
6471**

HAZEL - SIMILAR COLOR FOR
PLASTIC LAMINATE



COLORS TO HARMONIZE WITH
CITY SEAL

INITIALS _____

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Estimate and Payment:

All of the above is offered for the sum of:

See above

Deposit request upon acceptance of Proposal:

Terms: Progress Billing, Net 30 days Upon Receipt of Invoice

NOTIFICATION:

This Proposal is based on visual inspection only. Additional repair may be required if concealed damage is present.

If Owner does not execute this Proposal within (30) days from the date indicated next to Contractor's signature, the offer embodied in this Proposal shall be deemed automatically withdrawn.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I (We) have read the Estimate and Estimate Clarifications and have received a full copy for personal records.

OWNER:

Signature

Date: _____

Print Name: _____

Ask us about our home watch services



MICHAEL J. MCGINN:

Signature

Date: _____

Michael J. McGinn
Vice President



PLEASE READ ALL ESTIMATE CLARIFICATIONS CAREFULLY

1. Michael J. McGinn Inc, General Construction Services is a State of Florida Certified General Contractor.
2. The General contractor shall provide required general liability insurance, completed operations insurance and workman's compensation insurance as required by the State of Florida, Lee County and the City of Sanibel. All sub-contractors shall be licensed and insured as required by the Department of Business and Professional Regulation. The Owner shall carry fire and vandalism insurance to protect both Contractor and Owner during the course of the project.
3. The Owner's utilities including electrical, toilet if required, and water shall be made available for worker use during the time required to complete the project. If a toilet is required and not available a portable temporary toilet will be delivered to the job site and remain until completion. The delivery, maintenance and placement cost of a temporary toilet is not included in the estimate and shall be considered an extra billable item.
4. If the property is furnished and/or occupied, the Contractor will endeavor to complete the work with as little inconvenience to the Owner or Tenant as possible. The Contractor shall remove project related debris to an on-site dumpster or truck from the site to the appropriate landfill. The work site shall be available for workers beginning at 7:00 AM through 5:00 PM Monday through Friday and Saturday if approved by Owner/Occupant. Upon completion, the property shall be professionally cleaned in the work areas only.
5. This Estimate is based on using existing access to construction areas. The Contractor will use normal care in moving material and/or equipment through finished areas but unless specified, no costs have been included for potential repairs to access areas such as grass, driveways, sprinkler heads, walkways, shrubs or other finished areas.
6. Any required Change Orders shall be submitted to the Owner for "approved" or "not approved" signature and returned to the Contractor as quickly as possible by either U.S. mail, fax or e-mail. Verbal changes with any estimated cost changes included shall be confirmed within five (5) working days by U.S. mail, fax or e-mail. Additional Work Authorization documents shall be signed and dated indicating acceptance of specifications, conditions and cost increases, if any, and returned to the Contractor as quickly as possible by U.S. mail, fax or E-mail.
7. The Contractor will provide the first three (3) customer requested change orders with no administrative cost. After the third customer requested change order, there shall be a \$75.00 administrative fee for each change. Change orders that result in an extra charge shall be due and payable in full at the next payment or deposit.
8. Unforeseen conditions are defined as conditions not visibly apparent during the preparation of the Estimate. Any such conditions shall be brought to the owner's attention upon discovery for decision as to procedure and potential cost increase to the cost Estimate. Examples of unforeseen conditions include but are not limited to:
 - A. Depths or footings and/or pilings exceeding either standard depths or depths as shown or indicated on plans
 - B. Discovery of pipes, electrical wires and /or conduits, HVAC components, vents or structural columns requiring modification not visibly apparent until the finished wall surface material has been removed
 - C. Discovery of pest or termite damage requiring repair, replacement or treatment not visibly apparent until finished wall surface material has been removed
 - D. Discovery of wood rot requiring repair, replacement or treatment not visibly apparent until finished wall surface material has been removed
 - E. Minor damage including, but not limited to, drywall or plaster cracks, nail or screw pops occurring near work areas due to vibration and/or material movement that cannot be prevented or anticipated
 - F. Discovery of any potentially hazardous materials requiring special treatment for removal and/or handling not visibly apparent until work begins
9. Due to the changing availability and cost of materials, the Contractor cannot guarantee specified materials will be available at the price quoted on the Estimate date. Changes in availability and/or cost will be discussed with the Owner to discuss either material substitution or potential price increase.
10. Substantial Completion is the date that work, as detailed in the Estimate, has reached the point that the repair, improvement or remodeling project can be used for its intended purpose. Substantial completion dates are approximate due to potential delays caused by change orders, material availability, sub-contractor availability and the number of unworkable days or hours encountered.
11. All specified allowances included in the estimate include all taxes, installation and manufacturer's warranty. Variations in allowances shall be reconciled on the next billing or deposit payment.
12. General Construction Services will provide an overall Release of Lien document upon completion and acceptance of full payment. A Certificate of Completion will be issued by the Sanibel Building Department upon final inspection and approval of the project.
13. Two recorded documents are required by the City of Sanibel, and the State of Florida. These documents are the Owners Authorization and the Notice of Commencement. The Owners Authorization grants permission to work on the property. The Notice of Commencement informs the property owner work including, but not limited to, site visits, preliminary plans and engineering has started on the property. These original documents must be signed, notarized and returned to the Contractor as soon as possible. The Contractor must record the Notice of Commencement and the Owner will receive a certified copy by mail of the recorded document within forty five (45) days. Major material suppliers or subcontractors may elect to send, by registered mail, a Notice to Owner document. This document, if served by any major subcontractor or material supplier, informs the property owner services are being performed and/or materials have been delivered to the job site. These documents are required under the existing State of Florida lien laws. Upon request, the Contractor will provide lien waivers to the Owner from any subcontractor or material supplier electing to serve the Notice To Owner document upon completion and acceptance of final payment.
14. The Contractor agrees to diligently continue work until completion but will not be held responsible for delays due to:
 - A. Failure to receive required development or building permits within a reasonable time
 - B. Acts of neglect or emissions by owner, owners agent, owners employees and/or sub-contractors or owners interior decorator or designer
 - C. Funding of loans
 - D. Inclement or stormy weather including, but not limited to, hurricanes, tropical storms or tornadoes
 - E. Additional work requested by Owner
 - F. Inability to secure special ordered material within the estimated time of arrival as specified by either vendors and/or manufacturers
 - G. Failure by customer to make in-process payments or deposits when due
 - H. Unexpected inspections and/or changes ordered by inspectors
 - I. Unexpected engineering changes, design modifications, interior design changes or changes requested by the Owner or building officials
 - J. Placing in-process "elective" projects, not affecting livability, "on hold" indefinitely to permit temporary repairs or enclosures to storm damaged properties to mitigate damages as determined by General Construction Services.
15. In the case of structural defects, all work is warranted for one (1) year from the date of Substantial Completion. Warranties on appliances, fixtures and other manufactured components

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are covered by the manufacturer's limited warranty to the original Owner. Normal shrinkage, expansion, warping and movement of materials are excluded from warranty.

16. All warranties are effective to original owners and commence from the date of Substantial Completion and providing the job has been paid for in full. Warranty is void if failure is due to neglect, unreasonable use, damage or alterations. Items such as caulking and sealants, both interior and exterior, shall be considered maintenance items and must be inspected annually as part of a maintenance program.

17. All claims, disputes and matters in question arising from or relating to this Agreement or the breach thereof, except for claims which have been waived by the making and acceptance of final payment, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless all parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

18. If any legal action or any arbitration or other proceeding is brought before the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys fees, paralegal fees, and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

19. The Owner shall not be entitled to Damage Limitation For Delay monetary damages from the Contractor in excess of Contractor fees sustained as a result of any delay caused by the Contractor, its subcontractors or suppliers

20. Florida law contains important requirements the Owner must follow before filing a lawsuit for defective construction against a Contractor, subcontractor, supplier or design professional for an alleged construction defect. Sixty days before filing a lawsuit you must deliver to the contractor, subcontractor, supplier or design professional a written notice of any construction conditions allegedly defective and provide the Contractor, any subcontractors, suppliers or design professionals the opportunity to inspect the alleged construction defects and make an offer to either repair or pay for the alleged construction defects. The Owner is not obligated to accept any offer made by the Contractor, subcontractor, supplier or design professional. There are strict deadlines and procedures under Florida law

21. Section 713.015 of the Florida Statutes, a section of the Florida Lien Law, requires a construction lien disclosure is to be included in direct contracts between the property Owner and a Contractor. The law includes mandatory provisions for direct contracts to include and read as follows:

22. Any direct contract between an Owner and a Contractor related to improvements to real property consisting of single or multiple family dwelling up to and including four units must contain the following provision printed in no less than 18 point, capitalized, boldfaced type as follows:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES) THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID-IN-FULL HAVE THE RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS THE PEOPLE WHO ARE OWED THE MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN AGAINST YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED AGAINST YOUR PROPERTY IT COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS OR OTHER SERVICES THAT YOUR CONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES YOU CONSULT AN ATTORNEY.

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