RESOLUTION 16-14

BE IT RESOLVED by the City of Panama City Beach, Florida that the following budget amendment (#3) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2015, and ending September 30, 2016, as shown in and in accordance with the attached and incorporated Exhibit A, to appropriate additional cash reserves for the Aquatic Center hot water heater replacement.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 10th day of November, 2015.

CITY OF PANAMA CITY BEACH
By: Gayle F. Oberst, Mayor

ATTEST:
Diane Fowler, City Clerk
To appropriate additional funding from available cash reserves to replace unanticipated hot water heater failure.

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**Exhibit** A
Memo

Date: 10/16/2015
To: Mario Gisbert, Holly White
From: Cheryl Joyner / Jim Ponek
Subject: Budget adjust/ Aquatic Center Repair

We are asking that an adjustment be made to the Aquatic Center budget in order to cover an unexpected repair. The 120 gallon water heater that provides heated water to the locker rooms and the concession stand needs to be replaced.

Two quotes estimating the cost of the replacement were obtained. Staff is recommending that we go with the lowest bidder, System Service and Engineering for $8700.

Jim Ponek, Leisure Services Director
Proposal for: Water Heater Replacement
For Location: PCB Aquatic Center

Prepared by: Cliff Thorne

October 16, 2015
SYSTEM SERVICE & ENGINEERING, INC.

PROPOSAL DATE: OCTOBER 16, 2015

SERVICE PROVIDER:
System Service & Engineering, Inc.
510 Skyview Dr, Suite A
Panama City, FL 32408
Office: 850-441-3458
Fax: 850-441-3459

BILL TO IDENTITY:
Name: City of Panama City Beach
Street Address: 16200 Panama City Beach Parkway
City, State, Zip: Panama City Beach, Florida 32413

AGREEMENT LOCATION:
Name: Frank Brown Aquatic Center
Street Address: 16200 Panama City Beach Parkway
City, State, Zip: Panama City Beach, Florida 32413

Thank you very much for considering System Service & Engineering, Inc on this project. Please find the below quote with included scope that details the work to be performed.

Install new A.O. Smith 119-gallon Electric Water Heater ......................................................... $8,700.00
*Replacement Approval will waive Service Charges for October 15 & 16

Our Scope Includes:
• Procurement and installation of new water heater as listed above
• Procurement and installation of dielectric unions for corrosion resistance
• Perform piping modifications as needed and final sealed connection to existing Plumbing System
• Start and test equipment for proper leak-free operation
• Removal and disposal of existing water heater
• General cleanup of work area upon completion of the install
• All equipment, labor, and basic materials necessary to complete the project.

Our Scope Excludes:
• Any other work not mentioned or specifically excluded above
• Painting, patching, cosmetic work or any work not pertaining to the HVAC or plumbing system

WARRANTY: Our warranty on work performed is one (1) year, parts and labor. Standard equipment warranty from manufacturer.

TERMS OF PAYMENT: Due upon receipt of invoice. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

This Agreement is the property of System Service & Engineering, Inc. and is provided for the owner/customer’s use only. System Service & Engineering, Inc. guarantees the price stated in this Agreement for thirty (30) days from the proposal date above. Upon execution as provided below, this Agreement, including all pages attached (collectively known as the “Agreement”), shall become a binding and enforceable Agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached scope of work, any included terms and conditions and has the authority to enter into this Agreement.

Signed: [Signature]
Date: [Date]

SS&E, Inc. Signature

[Signature]
Date: [Date]
For contracts greater than $2,500.00:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A 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, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

_____________________________________
Customer Signature

_____________________________________
Date