

2D-9)



**City Council Agenda Item**  
**Meeting of January 8, 2013**

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**TO:** The Honorable Mayor and Members of the City Council  
**FROM:** James R. O'Connor, City Manager   
**DATE:** December 18, 2012

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**SUBJECT:** Final Payment for Power Plant Cooling Tower Work  
**REQUESTED BY:** City Manager/Power Resources Director

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The following is requested as it relates to the above-referenced agenda item:

- Request Council review and approval based on the attached supporting documentation.
- No action required. (Information only)

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# Memo

**To:** Jim O'Connor – City Manager  
**From:** Tom Richards – Director of Power Resources  
**Date:** 11/26/12  
**Re:** Final Payment for Power Plant Cooling Tower Work



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Recommendation:

I am requesting that the above item be placed on the December 4, 2012 Council agenda for approval.

- Authorize the final payment to Midwest Towers Inc. for the amount of \$56,823.50. This is the authorization of final payment for the work performed under contract number 1569-C.

Funding:

- Funding for this item will come from Power Plant Cooling Tower Repair, Account # 403.5000.531.610312.

Background:

- FY 2011-2012 Capital Project Cooling Tower Repair was required to keep the Cooling Tower operational. All repairs were needed as there was extensive storm damage to said towers.

Please advise if there are any questions concerning this matter.



\*\* INVOICE \*\*

MIDWEST TOWERS, INC  
 P.O. BOX 1465  
 Chickasha, OK 73023  
 Telephone 405-224-4622

Invoice # 44309  
 Invoice Date 11/07/12  
 Due Date: 12/07/12  
 Ship Date: VARIOUS

Bill To: CITY OF VERO BEACH  
 P.O. BOX 1389

Deliver To: CITY OF VERO BEACH  
 100 17TH STREET  
 VERO BEACH, FL 32960

VERO BEACH, FL 32961-1389

Customer #: CITY VERO YOUR PO # 1569-C 12R1285 Terms: NET 30  
 SHIP VIA MOTOR FRT JOB # 12R1285 TAX CODE EXE TAX #

Item-#	Description	Qty	Unit	Price	Ext-price
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CONTRACT 1569-C					
CONTRACT \$449,946.00					

FURNISH EQUIPMENT, LABOR, MATERIALS  
 AND SERVICES FOR REPAIR OF TOWER  
 PLANT MARLY COOLING TOWER CT MODEL  
 #6516-3-03 LOCATED IN CITY OF VERO  
 BEACH'S POWER PLANT IN ACCORDANCE  
 WITH MIDWEST TOWERS PROPOSAL  
 #AB-R-1214.1 7.20.12

LABOR	\$244,145.00
EQUIPMENT	\$ 17,186.00
MATERIAL	\$165,771.00
FREIGHT	\$ 16,094.00
BID BOND	\$ 6,750.00
TOTAL CONTRACT	\$449,946.00

FINAL AND RETENTION BILLING

LABOR @ 100%	\$244,145.00	36,145.03
LESS PREV INV'S	(\$207,999.97)	
TOTAL THIS INVOICE	\$ 36,145.03	

EQUIPMENT @ 100%	\$ 17,186.00	2,491.97
LESS PREV INVOICE	(\$ 14,694.03)	
TOTAL THIS INVOICE	\$ 2,491.97	



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SHIP VIA MOTOR FRT JOB # 12R1285 TAX CODE EXE TAX #

Item-#	Description	Qty	Unit	Price	Ext-price
MATERIAL @ 100%	\$165,771.00				16,577.10
LESS PREV INVOICE (\$149,193.90)					
TOTAL THIS INVOICE \$	16,577.10				
FREIGHT @ 100%	\$ 16,094.00				1,609.40
LESS PREV INVOICE (\$ 14,484.60)					
TOTAL THIS INVOICE \$	1,609.40				

TOTAL	56,823.50
SALES TAX	0.00
BALANCE DUE	56,823.50
PAYMENT	0.00
BALANCE	56,823.50

**CITY OF VERO BEACH POWER RESOURCES DEPARTMENT**  
**WAIVER AND RELEASE OF ALL CLAIMS UPON FINAL PAYMENT**

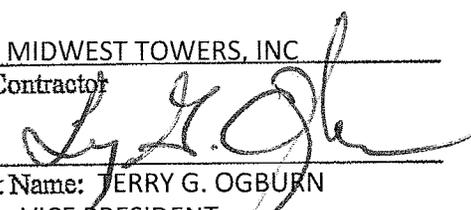
Project: COOLING TOWER REPAIRS  
Date of Contract: 7/20/12

Project No. \_\_\_\_\_  
Contract No. 1569-C

The undersigned contractor for the above-referenced contract, in consideration of final payment in the sum of \$ 56,823.50, the receipt and sufficiency of which is acknowledged, hereby waives and releases any and all claims and right to make any claim for any and all labor, services, materials, and equipment furnished to the City of Vero Beach ("City") and arising under or by virtue of the above-referenced contract and changes thereto and hereby agrees to indemnify and hold harmless the City from any and all claims of any subcontractor having an interest in the contract. The term "subcontractor," as used herein, shall include any and all persons and firms furnishing labor, materials, services, or equipment incorporated into or supplied for the work under the contract, stockpiled for the project, or arising under any equipment-rental agreements.

This waiver and release of all claims is executed by the contractor for itself and its representatives, assigns and successors and covers all past and existing claims for work under the contract. In executing this waiver and release of all claims, I represent and certify to the City that I possess the authority and capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors, and to thereby bind them, and I agree to personally indemnify and hold harmless the City from any and all liabilities and costs, including attorney's fees, as may be imposed upon or incurred by the City because of any defect in or lack of my authority or legal capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors.

MIDWEST TOWERS, INC  
Contractor

By:   
Print Name: TERRY G. OGBURN  
Title: VICE PRESIDENT

STATE OF ~~FLORIDA~~ OKLAHOMA  
COUNTY OF GRADY

Sworn to and subscribed before me this 13<sup>th</sup> day of November, 2012, by Terry G. Ogburn, who \_\_\_\_\_ is personally known to me OR \_\_\_\_\_ produced \_\_\_\_\_ as identification.

  
Notary Public  
Print Name: Sharon L. Franklin  
My Commission Expires: August 18, 2013