

DESIGN/BUILD AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of January, 2016 between the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation ("**CITY**") and **Garney Companies, Inc.**, a Florida corporation ("**DESIGN/BUILDER**").

WHEREAS, the **CITY** desires to have designed and constructed the West Central Blvd. Gravity Sewer, Roadway, Utility, and Streetscape Design Build Project, according to the requirements in CITY Request for Proposal RFP15-0344, dated as of July 27, 2015 ("*Project*").

NOW, THEREFORE, **CITY** and **DESIGN/BUILDER**, in consideration of the mutual covenants contained herein and given one party to the other, the sufficiency of which is hereby acknowledged, hereby agree as follows:

ARTICLE 1. DEFINED TERMS

Terms used in this DESIGN/BUILD AGREEMENT which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

ARTICLE 2. THE CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between **CITY** and **DESIGN/BUILDER** are incorporated herein and made a part hereof, and consist of the following:

- 2.1 Design/Build Agreement, including Exhibits, if any.
- 2.2 Certificates of Insurance and Endorsements.
- 2.3 Performance and Payment Bonds.
- 2.4 General Conditions.
- 2.5 Supplementary Conditions.
- 2.6 Addenda as issued.
- 2.7 Any Modification, including Change Orders and Field Orders.
- 2.8 Request for Proposal, Proposal, Summary of Costs, Affidavits, Certification and Design Criteria.
- 2.9 General Requirements.
- 2.10 Design Requirements.
- 2.11 Pre-Construction Agreement and any amendments thereto.
- 2.12 Plans, Specifications and other design documents prepared and approved in accordance with Article 2.2 of the General Conditions.
- 2.13 Forms listed on page 00900-1.

ARTICLE 3. THE WORK

3.1 Subject to and in accordance with the terms and provisions of the Contract Documents, the **DESIGN/BUILDER** agrees to design and construct for the **CITY** the Project, located as shown in the Contract Documents ("*Property*" or "*Site*").

3.2 The **DESIGN/BUILDER** agrees to provide all the professional design services, labor, material, supplies, equipment, transportation, apparatus, light, energy, scaffolding and tools necessary for the

proper design, construction and completion of the Work described in the Contract Documents. Prior to the commencement of any part of the Work, the plans and specifications for that part of the Work must be approved by **CITY**, **ENGINEER** and all governmental authorities having jurisdiction thereof.

3.3 The **DESIGN/BUILDER** shall remain fully liable to **CITY** for the adequacy of the Plans and Specifications and other documents, the ultimate and acceptable design and construction of the PROJECT, and for any errors and omissions that may exist thereon, whether the work is done in house by the **DESIGN/BUILDER**, by joint venture, or by retention of a design professional by the **DESIGN/BUILDER**.

3.4 The agreement of the parties hereto is that the **DESIGN/BUILDER** shall bear all costs and expenses of any kind, type or nature for Work specified in the Contract Documents and such additional work as may be reasonably inferred therefrom, and deliver to **CITY** at the Contract Price, the Project as specified in the Contract Documents, which upon completion and delivery, shall be satisfactory to the **CITY**, **ENGINEER** and all governmental authorities having jurisdiction thereof.

3.5 The Plans and Specifications prepared by **DESIGN/BUILDER**, **DESIGNER**, and Subcontractors in connection with the Project shall be a "work made for hire" and the **CITY** shall be vested with all rights of ownership thereto. Any use by the **CITY** of such Plans and Specifications for other projects unrelated to this Project without the prior written consent of the **DESIGN/BUILDER** shall be at the **CITY's** sole risk.

ARTICLE 4. LIQUIDATED DAMAGES

The **CITY** and **DESIGN/BUILDER** recognize that time is of essence of this Agreement and that **CITY** will suffer financial loss if the Work is not completed within the times specified in Article 5.3 below, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by **CITY** if the Work is not completed on time. Accordingly, instead of requiring any such proof, **CITY** and **DESIGN/BUILDER** agree that as liquidated damages for delay (but not as a penalty) if **DESIGN/BUILDER** fails to complete the remaining Work within the time specified in Article 5.3 for completion and readiness for final payment, **DESIGN/BUILDER** shall pay **CITY** in the amount of **Five Thousand Dollars (\$5,000.00)** for each day that expires after the time specified in Article 5.3 for completion and readiness for final payment for all work regarding Phase I. For work relating to Phase II, which shall be identified by separate written amendment among the Parties, the liquidated damages for delay (but not as a penalty) will be calculated in the amount of **One Thousand Dollars (\$1,000.00)** for each day that expires after the time specified in Article 5.3 for completion and readiness for final payment for all work regarding Phase II.

ARTICLE 5. TIME OF COMMENCEMENT AND COMPLETION

5.1 **DESIGN/BUILDER** shall commence the Work to be performed under this Agreement upon the date stated in the Notice to Proceed.

5.2 Time is of the essence for all Work under this Agreement.

5.3 **DESIGN/BUILDER** shall complete the Work in accordance with the Work Schedules required by SECTION 01311 of the Contract Documents. Such Work Schedules shall be satisfactory to the **CITY**, both in regard to the substantial and final completion dates. The Substantial Completion Date for work performed in Phase I is scheduled to be September 11, 2016. In no event shall the Work to be performed under this Agreement and the Contract Documents be considered completed until all construction items

required by the drawings, plans and specifications have been fully completed and approved by the **CITY**, **ENGINEER**, and all governmental authorities having jurisdiction thereof, and a Certificate of Final Inspection and **DESIGN/BUILDER's** Release have been issued.

ARTICLE 6. DESIGN/BUILDER'S DUTIES AND STATUS

6.1 The **DESIGN/BUILDER** hereby represents and warrants to **CITY** that **DESIGN/BUILDER** is skilled and experienced in the design and construction of projects of the type depicted in the Proposal Documents, and that the **DESIGN/BUILDER** by careful examination has satisfied itself as to the general area in which the improvements are to be located, including, but not by way of limitation, climate conditions, available labor supply and cost, all local governmental requirements, and available equipment supply and cost as well as all other items which in the **DESIGN/BUILDER's** judgement could in any manner affect the timely performance of the Work.

6.2 The **DESIGN/BUILDER** recognizes the relationship of trust and confidence established between him and the **CITY** by the Contract Documents. He covenants with the **CITY** to furnish his best skill and judgement, to cooperate with the **CITY** to incorporate in the Work only materials which shall be new and of the best of the kind of grades specified to insure that all workmanship shall be to the best of the recognized standard known to the various trades, to furnish efficient business administration and supervision, to keep at all times an adequate supply of workers and materials at the site, and to prosecute the completion of the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the **CITY**. It shall be the **DESIGN/BUILDER's** sole responsibility to procure and evaluate any and all topographical surveys, soil tests, drainage plans and any other engineering reports, plans or tests required to insure that sufficient information is available for the completion of the Work. Any additional work, regardless of its nature and scope, required as a result of said surveys, tests, reports or plans in order to complete the Work shall be performed at **DESIGN/BUILDER's** sole cost and expense.

ARTICLE 7. DESIGN APPROVALS

The **DESIGN/BUILDER** shall timely submit to the Engineer, for review and approval, schematic design documents including, but not limited to, site plans, floor plans, elevations, sections and outline specifications which are based on and comply with the Design Criteria and the Proposal Documents. The **DESIGN/BUILDER** shall timely submit to the Engineer, for review and approval, design development documents including, but not limited to, site plans, floor plans, elevations, enlarged floor plans, miscellaneous details and updated outline specifications which are based on and comply with the Design Criteria, the Proposal documents and the Engineer-approved schematic design documents. The **DESIGN/BUILDER** shall timely submit to the Engineer, for review and approval, final Plans and Specifications which shall be based on compliance with the Design Criteria, the Proposal Documents and the Engineer-approved design development documents.

ARTICLE 8. CONTRACT PRICE

8.1 **CITY** shall pay **DESIGN/BUILDER**, in accordance with Article 14 of the General Conditions, a Contract Price equal to **DESIGN/BUILDER's** Fee (as defined in Article 8.2 hereof), plus the Cost of the Work (as defined in Article 8.3 hereof), subject to any GMP established in Article 8.5 hereof, and any adjustments made in accordance with the General Conditions.

8.2 **DESIGN/BUILDER's** fee ("Fee") shall be: **Two Hundred Fifty-Eight Thousand Seven Hundred Eighty-Seven Dollars (\$258,787.00)** as adjusted in accordance with the following.

DESIGN/BUILDER's Fee will be adjusted as follows for any changes in the Work: The final Design Builder's fee is 7% of the final total cost of the work.

8.3 The term cost of the work ("Cost of the Work") shall mean costs reasonably incurred by **DESIGN/BUILDER** in the proper performance of the Work. The Cost of the Work shall include only the following:

(a) Wages of direct employees of **DESIGN/BUILDER** performing the Work at the Site or, with **CITY's** agreement, at locations off the Site, provided however, that the costs for those employees of **DESIGN/BUILDER** performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in the Summary of Costs.

(b) Wages or salaries of **DESIGN/BUILDER's** supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

(c) Costs incurred by **DESIGN/BUILDER** for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by **DESIGN/BUILDER**, to the extent such costs are based on wages and salaries paid to employees of **DESIGN/BUILDER** covered under Articles 8.3(a) and 8.3(b) hereof.

(d) Payments properly made by **DESIGN/BUILDER** to DESIGNER and Subcontractors for performance of portions of the Work.

(e) Costs, including transportation, inspection, testing, storage and handling of materials, equipment and supplies incorporated or reasonably used in completing the Work.

(f) Costs less mutually agreed upon salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of **DESIGN/BUILDER**, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

(g) Costs of removal of debris and waste from the Site.

(h) The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office.

(i) Rental charges and the costs of transportation, installation, dismantling and removal of temporary facilities, machinery, and equipment which are provided by **DESIGN/BUILDER** at the Site, whether rented from **DESIGN/BUILDER** or others, and incurred in the performance of the Work, at costs consistent with those prevailing in Orange County, Florida.

(j) All fuel and utility costs incurred in the performance of the Work.

(k) Sales, use or similar taxes incurred in the performance of the Work for which the **DESIGN/BUILDER** is liable.

(l) Costs for permits, royalties, licenses, tests and inspections incurred by

DESIGN/BUILDER as a requirement of the Contract Documents.

(m) Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

(n) Costs of the **DESIGN/BUILDER's** General Conditions (i.e., Site-related expenses).

(o) Costs incurred for Project-specific employee training in accordance with the **DESIGN/BUILDER's** standard training program.

(p) Costs for security services for the Work, if approved by the **CITY**.

(q) Costs associated with the **DESIGN/BUILDER's** standard holiday and sick day policies.

8.4 The following shall be excluded from the Cost of the Work:

(a) Compensation for **DESIGN/BUILDER's** personnel stationed at **DESIGN/BUILDER's** principal or branch offices.

(b) Overhead and general expenses (i.e., expenses associated with **DESIGN/BUILDER's** principal office).

(c) The cost of **DESIGN/BUILDER's** capital used in the performance of the Work.

(d) If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

(e) The cost of correcting damaged or defective or non-conforming Work (or any resultant delay to the Contract Time) made necessary because of defective workmanship or defective materials, design errors or omissions or other causes attributable to the **DESIGN/BUILDER**, **DESIGNER**, Subcontractors, Suppliers or anyone else for whom they are responsible.

8.5 **DESIGN/BUILDER** guarantees that the Contract Price shall not exceed the GMP of **Four Million One Hundred Fifty-Two Thousand Three Hundred Eighty-Two Dollars and Eighty-Two Cents (\$4,152,382.82)**. **DESIGN/BUILDER** does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. Documents used as a basis for the GMP shall be identified in the Summary of Costs. The GMP includes a contingency ("Contingency") in the amount of **Three Hundred Thirty-Six Thousand Eighty-Six Dollars (\$336,086.00)** which is available for **DESIGN/BUILDER's** use for costs that are incurred in performing the Work that are not included in a specific line item or the basis for a Change Order under the Contract Documents. Such costs are limited to trade buy-out differentials, overtime, acceleration, and Subcontractor defaults. Except as provided below, the Contingency is not available to the **CITY**, for changes in scope. **DESIGN/BUILDER** shall provide the **CITY** with reasonable advance notice of all anticipated charges against the Contingency. Charges against the Contingency are subject to the **CITY's** prior approval, which shall not be unreasonably withheld. Any amounts remaining in the Contingency at Final Completion shall be deducted from the Contract Price by Change Order.

ARTICLE 9. TERMINATION OF CONTRACT BY CITY

9.1 The **CITY** may terminate the services of the **DESIGN/BUILDER** as provided in Article 15 of the General Conditions.

9.2 In the event of termination, **CITY** will pay to **DESIGN/BUILDER**, fair compensation, either by purchase or rental, at the election of the **CITY**, for any equipment of **DESIGN/BUILDER** retained and used to complete the Work. **DESIGN/BUILDER** shall execute and deliver all such papers and documents and take all such steps (including the assignment of any of its contractual rights related to the Work) as the **CITY** may require.

ARTICLE 10. PAYMENT PROCEDURES

DESIGN/BUILDER shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

10.1 Progress Payments. **CITY** shall make progress payments on the basis of **DESIGN/BUILDER's** Applications for Payment as recommended by ENGINEER, in accordance with Article 14 of the General Conditions.

10.1.1 Prior to completion of fifty percent (50%) of the Work (which shall be defined for purposes of this Article as the point when the **CITY** has paid the **DESIGN/BUILDER** fifty percent (50%) of the Contract Price including approved Change Orders), progress payments will be in an amount equal to ninety percent (90%) of the Work completed, and the **CITY** will pay an amount equal to ninety percent (90%) of materials and equipment not incorporated in the Work but delivered and suitably stored on site, less in each case the aggregate of payments previously made. In no event shall payments for materials and equipment stored exceed ninety percent (90%) of the value of the related cost for the specific item of work shown in the breakdown of Contract Price regardless of the stated value of the materials or equipment. **CITY** may, at its sole option, pay an amount equal to ninety percent (90%) of materials and equipment not incorporated in the Work stored offsite if stored in a manner acceptable to **CITY**, as stated above for on-site stored materials. When payment to **DESIGN/BUILDER** is made for stored materials and equipment, **DESIGN/BUILDER** shall submit invoices marked paid by the supplier with the next month's request for payment to document that **DESIGN/BUILDER** has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) or retainage for any stored materials not so properly documented. The **DESIGN/BUILDER** shall provide lien releases from all Subcontractors and Suppliers with each pay application.

10.1.2 Upon completion of fifty percent (50%) of the Work, progress payments will be in the amount equal to ninety-five percent (95%) of the Work completed, and the **CITY** will pay an amount equal to ninety-five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored on site, less in each case the aggregate of payments previously made. In no event shall payments for materials and equipment stored exceed ninety-five percent (95%) of the value of the related cost for the specific item of work shown in the breakdown of Contract Price regardless of the stated value of the materials or equipment. **CITY** may, at its sole option, pay an amount equal to ninety-five percent (95%) of materials and equipment not incorporated in the Work stored offsite if stored in a manner acceptable to **CITY**, as stated above for on-site stored materials. When payment to **DESIGN/BUILDER** is made for stored materials and equipment, **DESIGN/BUILDER** shall submit invoices marked paid by the supplier with the next month's request for payment to document that **DESIGN/BUILDER** has paid for said materials and equipment

or the previously paid amount for stored materials shall be deducted from any remaining payment(s) or retainage for any stored materials not so properly documented. The **DESIGN/BUILDER** shall provide lien releases from all Subcontractors and Suppliers with each pay application. Upon completion of fifty percent (50%) of the Work, the **DESIGN/BUILDER** may request the **CITY** to reduce withheld retainage from ten percent (10%) to five percent (5%). The **CITY** will reduce retainage pursuant to this request unless the **CITY** has grounds for withholding the payment of retainage, such as a good faith dispute, a claim brought pursuant to §255.05, *Florida Statutes*, or otherwise a claim or demand by the **CITY** or **DESIGN/BUILDER**.

10.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.9.1 of the General Conditions, **CITY** shall pay the remainder of the Contract Price as provided in said paragraph 14.9.1

10.3. Living Wage. **DESIGN/BUILDER**, as well as its **DESIGNER** and Subcontractors at all tiers, shall pay to all of their employees providing services pursuant to a contract with the **CITY**, a living wage for the time spent providing services to the **CITY**. (This provision does not include general administrative personnel unless they are assigned to a **CITY** project.) "Living wage" means compensation for employment of not less than \$8.50 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision and the **DESIGN/BUILDER** shall allow the **CITY** to audit (at **DESIGN/BUILDER's** place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future **CITY** contracts at the sole option of the **CITY**.

10.4. Responsible Contractor's Policies.

10.4.1. The **DESIGN/BUILDER**, when paying its workers on this Project, shall pay such workers an hourly wage, based on classification for the Orlando region (Orange County, Building, FL150030 03/20/2015, FL30) established by the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5) (hereinafter "hourly wage"). Additionally, **DESIGN/BUILDER** shall provide said workers with health benefits. **DESIGN/BUILDER** may satisfy this health benefits requirement by providing to its workers on this project either 1) health benefits through a bona fide program or 2) by increasing the hourly wage by 20%. Evidence of the existence of a bona fide health benefits program must be submitted to the **CITY** with the bid at the time of bid opening. The **CITY**, in its sole discretion, will determine whether a bona fide health benefits program is acceptable to the **CITY**. Payment of the appropriate wages must be documented in **DESIGN/BUILDER's** progress payment applications by the submission of certified payrolls by **DESIGN/BUILDER** for the duration of this Agreement. Moreover, **DESIGN/BUILDER** shall require compliance with these provisions for health benefits, Davis-Bacon hourly wages and certified payrolls by **all** Subcontractors at every tier, and **DESIGN/BUILDER** will be held responsible for compliance by any Subcontractor or lower tier Subcontractor. Notwithstanding the foregoing, **DESIGN/BUILDER** acknowledges and agrees that no hourly wage paid on this project by the **DESIGN/BUILDER** and Subcontractors will be less than the living wage referenced in this Agreement.

10.4.2. The **DESIGN/BUILDER** and construction Subcontractors at all tiers shall each classify all of their workers as either independent contractors or employees in accordance with the requirements of Laws and Regulations. Workers who are employees as defined by Laws and Regulations shall not be classified as independent contractors. The **DESIGN/BUILDER** and construction Subcontractors shall each provide written notice to their workers classified as independent contractors of their classification status within seven (7) days after contract award or within seven (7) days of hiring if hired subsequent to contract award. Documentation demonstrating compliance with this requirement for each worker

classified as an independent contractor shall be submitted by the **DESIGN/BUILDER** with its first Application for Payment. For those workers classified as independent contractors hired after submittal of the first Application for Payment, documentation demonstrating compliance with this requirement shall be provided with the first Application for Payment submitted subsequent to the worker's hiring.

10.4.3. The **DESIGN/BUILDER** shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the **DESIGN/BUILDER** during the term of the Contract. In addition, **DESIGN/BUILDER** shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. Documentation of E-verify confirmation shall be submitted by the **DESIGN/BUILDER** with the first Application for Payment, or for those workers hired after submittal of the first Application for Payment, with the first Application for Payment submitted subsequent to the worker's hiring.

10.4.4. The **DESIGN/BUILDER** shall post a copy of the **CITY's** Living Wage and Responsible Contractor's policies at designated locations on the Project site as required by the Contract Documents.

ARTICLE 11. MATERIALS AND WORKMANSHIP

11.1 The **DESIGN/BUILDER** shall furnish to **CITY** such certificates as may be required to show that the requirements of the Contract Documents have been satisfied. If several materials are specified by name for one use, **DESIGN/BUILDER** may select any of those so specified, and if an item or class of material is specified exclusively by trade name or by name of the maker or by catalog reference, only such items shall be used (unless the **ENGINEER** approves a substitution therefor in writing). **DESIGN/BUILDER** may substitute another material for one or more specified by name only after receiving prior written approval of **ENGINEER** therefor. **DESIGN/BUILDER** shall inform the **ENGINEER** of any reduction or increase in cost incurred by the use of such substituted material as well as provide data and samples for the **ENGINEER's** consideration. No such material shall be used unless approved in writing by the **ENGINEER**. Wherever the words "approved by", "satisfactory to", "as directed by", "submitted to", "inspected by", or similar phrases are used in the specifications, they shall be understood to mean that the material or item referred to shall be approved by and be satisfactory to the **ENGINEER**. No substitution shall be made for any materials, articles or process herein specified or shown on the drawings unless approved in writing by the **ENGINEER**.

ARTICLE 12. NOTIFICATION

All offers, notices, elections, and acceptances required to be made under the Contract Documents shall be in writing, signed by the party making same, and shall be given by hand delivery, facsimile transmission, or United States mail, postage prepaid, to the party intended to be notified, and shall be deemed given when delivered in person, when electronic confirmation is received of facsimile transmission, or post marked three (3) days after if mailed, to the **DESIGN/BUILDER** at the following address:

Fax: _____

and to the **CITY** at the following address:

Design-Build Agreement
West Central Blvd. Gravity Sewer, Roadway, Utility, and Streetscape

00500-8

Rick Howard, P.E.,
Director of Public Works
CITY OF ORLANDO
400 South Orange Avenue, 8th Floor
Orlando, Florida 32801
Fax: 407-246 2892

With a copy to:
David Billingsley, CPSM, C.P.M.
Chief Procurement Officer
CITY OF ORLANDO
400 South Orange Avenue, 4th floor
Orlando, Florida 32801

which addresses may, by appropriate notice, be changed by either **DESIGN/BUILDER** or **CITY**, such notice becoming a supplement to this Agreement.

ARTICLE 13. INDEPENDENT CONTRACTOR

DESIGN/BUILDER shall perform all Work under this Agreement as an Independent Contractor and shall not be considered an agent of **CITY**, nor shall **DESIGN/BUILDER's** DESIGNER, Subcontractors or Suppliers or employees be considered agents of **CITY**. **DESIGN/BUILDER** and not the **CITY** shall be solely responsible to the DESIGNER, any and all Subcontractors and Suppliers, and all those employed by them for their costs, expenses, fees and profits, if any, in performing the Work.

IN WITNESS WHEREOF, the parties hereto have signed two copies of this Agreement. At least one counterpart each has been delivered to **CITY** and **DESIGN/BUILDER**.

CITY OF ORLANDO, FLORIDA

GARNEY COMPANIES, INC.

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Name: _____
(Type)

Title: _____

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City
of Orlando, Florida only

_____, 2016

Assistant City Attorney
Orlando, Florida