



**Art Walker Construction, Inc.**

P.O. Box 267 • Lowell, FL 32663  
Phone: 352-629-1466  
Email: office@artwalkerconstruction.com

1/28/2021

Mittauer & Associates, Inc.  
Attn: Kellen Lindsey, P.E.  
580-1 Wells Road  
Orange Park, FL 32073

RE: DEP SRF Sewer Rehab (Town of White Springs)  
Change Order Request No. 4

We hereby propose the following prices:

Item No.	Item Description	Quantity	UM	Unit Price	Ext. Amount
1	6"x2" Wet Tap	1	EA	\$ 2,170.00	\$ 2,170.00
2	2"x2" Wet Tap	1	EA	\$ 1,200.00	\$ 1,200.00
3	2" Water Main	64	LF	\$ 13.00	\$ 832.00
4	Cut & Cap Existing 2" Water Main	1	EA	\$ 735.00	\$ 735.00
				<b>Total:</b>	<b>\$ 4,937.00</b>

<b>Total Change Order Request:</b>	<b>\$ 4,937.00</b>
------------------------------------	--------------------

Notes:

- 1 An additional two (2) days must be added to the contract in order to complete proposed work.
- 2 Relocation of 2" water main due to conflict with gravity sewer on Bridge St.

*Tim Walker*

Tim Walker  
Art Walker Construction, Inc.  
[tim.walker@artwalkerconstruction](mailto:tim.walker@artwalkerconstruction)

Mittauer & Associates, Inc.





**Art Walker Construction, Inc.**

P.O. Box 267 Lowell FL 32663  
Phone: 352-629-1466  
Email: office@artwalkerconstruction.com

1/28/2020

Mittauer & Associates, Inc.  
Attn: Kellen Lindsey, P.E.  
580-1 Wells Road  
Orange Park, FL 32073

RE: DEP SRF Sewer Rehab (Town of White Springs)  
Change Order Request No. 5

We hereby propose the following prices:

Item No.	Item Description	Quantity	UM	Unit Price	Ext. Amount
1	Remove Asphalt & Refinish Existing Limerock	723	SY	\$ 8.65	\$ 6,253.95
2	Stabilized Subgrade (credit)	-792	SY	\$ 3.85	\$ (3,049.20)
	Limerock Base				
3	6-inch Thick (credit)	-723	SY	\$ 9.10	\$ (6,579.30)
<b>Total:</b>					<b>\$ (3,374.55)</b>

<b>Total Change Order Request:</b>	<b>\$ (3,374.55)</b>
------------------------------------	----------------------

Notes:

1 Remove asphalt & rework, regrade and compact existing limerock in lieu of full depth pavement restoration on east end of Collins St.

*Tim Walker*

Tim Walker  
Art Walker Construction, Inc.  
[tim.walker@artwalkerconstruction.com](mailto:tim.walker@artwalkerconstruction.com)

Mittauer & Associates, Inc.



**Art Walker Construction, Inc.**

P.O. Box 267 → Lowell FL 32663  
Phone: 352-629-1466  
Email: office@artwalkerconstruction.com

5/6/2021

Mittauer & Associates, Inc.  
Attn: Kellen Lindsey, P.E.  
580-1 Wells Road  
Orange Park, FL 32073

RE: DEP SRF Sewer Rehab (Town of White Springs)  
Revised Change Order Request No. 6

We hereby propose the following prices:

Item No.	Item Description	Quantity	UM	Unit Price	Ext. Amount
1	Removal & Replacement of Roadway Unsuitable Soils	720	LF	\$ 48.85	\$ 35,172.00
				<b>Total:</b>	<b>\$ 35,172.00</b>

<b>Total Change Order Request:</b>	<b>\$ 35,172.00</b>
------------------------------------	---------------------

Notes:

- 1 An additional five (5) days must be added to the contract in order to complete proposed work.
- 2 Unsuitable material will be 24' wide and 2' below limrock base.

*Tim Walker*

\_\_\_\_\_  
Tim Walker

Art Walker Construction, Inc.  
[tim.walker@artwalkerconstruction.com](mailto:tim.walker@artwalkerconstruction.com)

\_\_\_\_\_  
Mittauer & Associates, Inc.



**Art Walker Construction, Inc.**

P.O. Box 267 Lowell FL 32663  
Phone: 352-629-1466  
Email: [office@artwalkerconstruction.com](mailto:office@artwalkerconstruction.com)

4/7/2021

Mittauer & Associates, Inc.  
Attn: Kellen Lindsey, P.E.  
580-1 Wells Road  
Orange Park, FL 32073

RE: DEP SRF Sewer Rehab (Town of White Springs)  
Change Order Request No. 7

We hereby propose the following prices:

Item No.	Item Description	Quantity	UM	Unit Price	Ext. Amount
1	Long Service (East end of River St. 150')	1	EA	\$ 6,000.00	\$ 6,000.00
<b>Total:</b>					<b>\$ 6,000.00</b>

<b>Total Change Order Request:</b>	<b>\$ 6,000.00</b>
------------------------------------	--------------------

Notes:

1 An additional two (2) days must be added to the contract in order to complete proposed work.

 Walker

Tim Walker  
Art Walker Construction, Inc.  
[tim.walker@artwalkerconstruction.com](mailto:tim.walker@artwalkerconstruction.com)

Mittauer & Associates, Inc.



**Art Walker Construction, Inc.**

P.O. Box 267 Lowell FL 32663  
Phone: 352-629-1466  
Email: office@artwalkerconstruction.com

4/7/2021

Mittauer & Associates, Inc.  
Attn: Kellen Lindsey, P.E.  
580-1 Wells Road  
Orange Park, FL 32073

RE: DEP SRF Sewer Rehab (Town of White Springs)  
Change Order Request No. 8

We hereby propose the following prices:

Item No.	Item Description	Quantity	UM	Unit Price	Ext. Amount
1	Manhole/Locate/Uncover and Raise to Grade E-20A (2'1") MH	1	EA	\$ 2,070.00	\$ 2,070.00
2	Manhole/Locate/Uncover and Raise to Grade E-20C (2') MH	1	EA	\$ 2,070.00	\$ 2,070.00
3	Manhole/Riser 5'ID Suwannee Springs Lift Station (2')	1	EA	\$ 2,670.00	\$ 2,670.00
				<b>Total:</b>	<b>\$ 6,810.00</b>

<b>Total Change Order Request:</b>	<b>\$ 6,810.00</b>
------------------------------------	--------------------

Notes:

! An additional four (4) days must be added to the contract in order to complete proposed work.

*Tim Walker*

Tim Walker  
Art Walker Construction, Inc.  
[tim.walker@artwalkerconstruction.com](mailto:tim.walker@artwalkerconstruction.com)

Mittauer & Associates, Inc.



**Art Walker Construction, Inc.**

P.O. Box 267 • Lowell FL 32663  
Phone: 352-629-1466  
Email: [office@artwalkerconstruction.com](mailto:office@artwalkerconstruction.com)

5/10/2021

Mittauer & Associates, Inc.  
Attn: Kellen Lindsey, P.E.  
580-1 Wells Road  
Orange Park, FL 32073

RE: DEP SRF Sewer Rehab (Town of White Springs)  
Change Order Request No. 9

We hereby propose the following prices:

Item No.	Item Description	Quantity	UM	Unit Price	Ext. Amount
1	Duke Energy Invoice #F3442668301 - Suwannee Springs Lift Station Connection	1	LS	\$ 15,046.61	\$ 15,046.61
				<b>Total:</b>	<b>\$ 15,046.61</b>

**Total Change Order Request: \$ 15,046.61**

Notes:

*Tim Walker*

Tim Walker  
Art Walker Construction, Inc.  
[tim.walker@artwalkerconstruction.com](mailto:tim.walker@artwalkerconstruction.com)

Mittauer & Associates, Inc.

**ORDINANCE NO. 2021-03**

**AN ORDINANCE OF THE TOWN OF WHITE SPRINGS, FLORIDA AMENDING AND RESTATING ORDINANCE NO. 16-01 RELATING TO THE USE OF GOLF CARTS ON TOWN STREETS; TO REQUIRE COMPLIANCE WITH THIS ORDINANCE AND STATE LAW; ESTABLISHING LICENSING REQUIREMENTS WITH MINIMUM AGE REQUIREMENTS FOR OPERATING GOLF CARTS WITHIN THE TOWN OF WHITE SPRINGS, FLORIDA; PROVIDING FOR CERTAIN ENFORCEMENT PROVISIONS RELATING TO THE OPERATION OF GOLF CARTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is the intent of this ordinance to permit and regulate the use of golf carts, which have passed a safety inspection, within the designated streets of the Town, during nonrestricted hours as provided herein; and

**WHEREAS**, the Town has determined that it is in the best interest of and for the safety of the citizens of the Town to enact this ordinance regulating the use of golf carts on Town streets.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WHITE SPRINGS, FLORIDA, THAT:**

**Section 1. DEFINITIONS:**

1. *Designated Streets* - All streets within the Town except US Highway 41.
2. *Golf Cart* - A motor vehicle designated and manufactured for operation on a golf course for sporting or recreational purposes as defined in Section 316.003(28), Florida Statutes.
3. *Utility Vehicle* - Means a motor vehicle designed and manufactured for general maintenance, security, and landscaping purposes, but the term does not include any vehicle designed or used primarily for the transportation of persons or property on a street, or a golf cart or an all-terrain vehicle as



8. Obstructing or interfering with normal traffic flow.
9. Carrying more passengers than those for which the Golf Cart or Utility Vehicle was designed.

**Section 4. INSPECTION:**

1. The Town shall inspect each Golf Cart or Utility Vehicle annually.
2. Upon submitting a completed Permit application, proof of insurance and the payment of \$30.00 annual application fee, the Town will schedule an inspection to ensure that the required equipment is installed and operating properly.
3. The application fees will be deposited into the General Operating Funds of the Town.
4. The Town shall issue a Permit to a Golf Cart or Utility Vehicle, which passes the required inspection. The Permit shall be displayed in a conspicuous location on the Golf Cart or Utility Vehicle.

**Section 5. REQUIRED EQUIPMENT:**

A Golf Cart or Utility Vehicle must be equipped with:

1. Efficient brakes;
2. Reliable steering apparatus;
3. Safe tires;
4. Rear view mirrors;
5. Red reflectorized warning devices, both in front and in rear;
6. Rear stop lamps meeting the minimum standards of Section 316.234 (1), Florida Statutes (required for sunset to sunrise operation); and
7. Turn signals meeting the minimum standards of Section 316.234 (2), Florida Statutes (required for sunset to sunrise operation).

**Section 6. SPECIAL EVENT PERMIT:**

During any festival or special event, a special permit may be issued by the Town. This permit shall be valid for no longer than five (5) calendar days. Upon submitting a completed Permit application, proof of insurance and the

**Section 12. EFFECTIVE DATE:**

This Ordinance shall take effect immediately upon its adoption by the Town of White Springs, Florida in accordance with the provisions of Florida Statutes.

**PASSED** upon first reading this 13<sup>th</sup> day of April 2021.

**PASSED AND DULY ADOPTED** upon second and final reading during regular session this 11<sup>th</sup> day of May 2021.

TOWN COUNCIL  
TOWN OF WHITE SPRINGS, FLORIDA

\_\_\_\_\_  
ANITA RIVERS, Vice Mayor

ATTEST: \_\_\_\_\_  
Audre' J. Ruise, Town Clerk

APPROVED as to Form and Legality

\_\_\_\_\_  
Joel Foreman, Town Attorney

**INTERLOCAL AGREEMENT FOR ENHANCED LAW ENFORCEMENT SERVICES**

**Town of White Springs, Florida  
Hamilton County Sheriff's Office**

**THIS INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES ("Agreement") is made and entered into by and between the TOWN OF WHITE SPRINGS, FLORIDA, a Florida municipal corporation (the "Town") and the HAMILTON COUNTY SHERIFF'S OFFICE ("Sheriff").**

**WITNESSETH**

**WHEREAS, Sections 166.021 and 163.01, Florida Statutes provide that two local governmental agencies may contract to provide law enforcement services within a municipality's boundaries; and**

**WHEREAS, the Town is a municipality within the boundaries of Hamilton County, Florida, and**

**WHEREAS, the Town is desirous of providing a high level of competent law enforcement services in conjunction and in harmony with its fiscal policies of sound economic management; and**

**WHEREAS, the Town and Sheriff acknowledge that the Sheriff provides base level law enforcement services to the Town by virtue of the fact that residents of the Town are taxpayers of County; and**

**WHEREAS, the Town has requested that the Sheriff furnish enhanced law enforcement services within the Town; and**

**WHEREAS, the Town desires that the Sheriff furnish enhanced law enforcement services on a full-time basis and duly performs any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement agency for the Town; and**

**WHEREAS, the Town Council has determined that the most efficient way to fulfill its desire to provide enhanced police protection in a responsible manner for the term beginning May 1, 2021, and ending September 30, 2022, unless otherwise entered as provided for herein, is to enter into this Interlocal Agreement; and**

**WHEREAS, the Sheriff has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned and as provided herein; and**

6:00PM until 2:00AM each day. Said deputies shall be provided within the Town based on one (1) deputy at all relevant times. Sheriff will, to the extent practicable, coordinate with the Town Council in the selection of deputies to fill these shifts, and will maintain a consistent roster of the deputies and provide the roster to the City Manager upon request. Sheriff will, to the extent practicable, maintain a roster as such that the minimum average tenure for a deputy assigned to the Town City is 12 months. Deputies assigned within the Town will not patrol unincorporated areas of the County during the enhanced law enforcement hours, except when rendering mutual aid assistance to ensure public safety in extraordinary circumstances consistent with past practices and mutual aid agreements. Sheriff agrees to provide advanced notice to the City Manager or designee at any time the Town is to be without at least one deputy within the Town limits during the shifts provided under this agreement.

b. The Sheriff will meet quarterly, or more often as necessary if the need arises, with the Town Manager to review the progress of this contract, review and develop schedules and work programs to best fit the needs of the Town, and review crime statistics and trends. Sheriff agrees to provide advanced notice to the Town Manager or designee at any time there is a deviation from the aforementioned agreed upon schedule and/or work program that would result in a reduction of the number of deputies working within the Town.

c. The Sheriff will provide supervision of deputies and interactive community service to communicate law enforcement activities to Town businesses and residents. Deputies shall be authorized, and will enforce all Town regulations, ordinances, and codes to include writing Town citations. During extraordinary events, including but not limited to storm events such as hurricane/tropical storm warnings, and other occurrences of similar scope and magnitude, the Hamilton County Sheriff's Office shall provide such additional deputies and additional response as is warranted by the event according to standard law enforcement practices.

d. The Sheriff will make all basic services of the Sheriff's Office available to the Town during the term of this Agreement at the same level of service provided to the unincorporated areas of Hamilton County. These services include but are not necessarily limited to K-9, detective division, vice and narcotics unit, forensics, crime watch assistance, report writing, record retention, emergency management operations, dispatch operations, media interaction and community service programs. The Sheriff will conduct periodic speed monitoring of the Town's vehicular traffic.

e. The Sheriff will provide technical assistance to the Town in its efforts to establish new or updated codes, ordinances, and policies that would be enforced under this contract as to improve compliance and enforceability.

## **6. CONSIDERATION.**

a. The Town shall pay to the Hamilton County Sheriff's Office, as payment in full for the enhanced services described herein and agreed to be performed by the Sheriff, the sum of

Statutes. The Sheriff will make a good faith effort to ensure that any request for expenditure of funds seized within the limits of the Town is intended to benefit the Town or, when possible, directed to fund projects identified by the Town as priorities.

d. Grant Funds and Miscellaneous Revenues. The Sheriff shall cooperate with the Town and, to the extent allowable by law, act as the law enforcement agent on behalf of the Town in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The Town will make these funds available to Sheriff to carry out the intent of the grant program as approved by the granting agency and the Town.

**9. PERFORMANCE REPORTS AND CRIME REPORTING.**

a. The Sheriff shall maintain performance reports and statistical records regarding police activity within the Town and shall provide such to the Town so that the Town may review Sheriff's performance under this Agreement. These records will include, but will not necessarily be limited to, the number and type of crimes committed, the number of arrests made for each type of crime, the number of calls for service, offense reports, alarm responses, location and nature of calls, response times, number and type of traffic citations number and type of vehicle accidents, and number and type of Town code violations. The Sheriff will present these performance reports and statistical records to the Town Council at least once per year. Records shall also be provided in a format that is readily publishable to the Town's website.

**10. HIRING DECISIONS.** The Sheriff shall be responsible for the hiring, training, assignment, discipline and dismissal of all personnel performing services under this Agreement as such individuals are Sheriff's employees, provided that the Sheriff will confer with the Town to ensure there are no specific, compelling objections to the staffing of any particular deputy or deputies to provide enhanced law enforcement services under this agreement.

**11. UNIFORMS AND VEHICLE MARKINGS.** The Sheriff shall have the authority to designate the uniform dress of the Deputy Sheriffs performing law enforcement services under this Agreement and the marking of patrol units, however, the Sheriff may place the Town insignia or seal on vehicles associated with this contract.

**12. INDEMNIFICATION AND HOLD HARMLESS.** The Sheriff shall be legally responsible for the actions of Sheriff's law enforcement personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by the Sheriff in accordance with normal procedures and the Sheriff shall indemnify and hold the Town harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims, demands, costs and expenses, of any kind whatsoever, in law or in equity, which may result from or arise out of Sheriff's use of the Town property or the intentional or negligent acts of the Sheriff, Sheriff's deputies and Sheriff's employees. the Town agrees to indemnify and hold the Sheriff harmless from any and all manner of actions, causes of action, suits, judgments, executions, claims,

**HAMILTON COUNTY SHERIFF'S OFFICE:**

**15. TERM.** This Agreement shall take effect on May 1, 2021, at 12:01 a.m. and continue in effect thereafter through September 30, 2022. This Agreement shall automatically renew for additional 12-month terms, unless either party sends a notice as provided for herein to the non-terminating party of its intent to terminate, no less than 90 days and no more than 150 days prior to the expiration of the term then in effect.

**16. SCOPE OF AGREEMENT.** This document reflects the full and complete understanding of the parties, supersedes any other agreements entered by and between the parties hereto and may be modified or amended only by a written document signed by all of the parties hereto.

**17. GOVERNING LAW.** This Agreement and all of the rights and obligations of the Parties hereto shall be governed according to the laws of the State of Florida and that jurisdiction regarding the rights and obligations of either Party under this Agreement shall be vested in the Third Judicial Circuit, in and for Hamilton County, Florida.

**18. SEVERABILITY.** If any provision of this agreement is declared void by a court of law, all other provisions shall remain in full force and effect.

**19. RECORDING OF AGREEMENT, EFFECTIVE DATE.** The Sheriff, upon execution of this agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Columbia County, Florida. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Hamilton County.

**IN WITNESS WHEREOF** the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

**TOWN OF WHITE SPRINGS, FLORIDA**

**HAMILTON COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
, Mayor

\_\_\_\_\_  
J. Harrell Reid, Sheriff

Attest:

Approved as to Form:

\_\_\_\_\_  
Audre' Ruise, Town Clerk

\_\_\_\_\_  
, General Counsel

Approved as to Form:

\_\_\_\_\_  
Joel Foreman, Town Attorney

[Print](#) | [Close Window](#)

**Subject:** 1001-07-1 White Springs Sewer Rehab - Change Order No. 10 for Council Consideration and Approval - June Council Meeting Agenda

**From:** Kellen Lindsey <KLindsey@mittauer.com>

**Date:** Mon, May 17, 2021 7:14 pm

**To:** "White Springs 0802 (clerk@whitespringsfl.us)" <clerk@whitespringsfl.us>  
"Vanessa George (manager@whitespringsfl.us)" <manager@whitespringsfl.us>, "rvaughn@whitespringsfl.us" <rvaughn@whitespringsfl.us>, "rvaughn@whitespringsfl.us" <rvaughn@whitespringsfl.us>, office <office@artwalkerconstruction.com>, Tim Walker <tim.walker@artwalkerconstruction.com>, 'Robert Wellington' <rewellington@yahoo.com>

**Cc:** <office@artwalkerconstruction.com>, Tim Walker <tim.walker@artwalkerconstruction.com>, 'Robert Wellington' <rewellington@yahoo.com>

**Attach:** image001.jpg  
Change Order No. 10 - Trenchless Removal of Cement and Conduit - Signed by AWC 5-17-21.pdf

Audre',

Please find attached Change Order No. 10 from Art Walker Construction of the Town's SRF Sewer Rehabilitation project to be placed on the 6/8 Council Agenda for their consideration and approval.

As mentioned at the May Council Meeting, the Contractor has identified several locations in the gravity sewer with significant concrete/cement deposits and an old Windstream Conduit, which both may cause future blockages and are preventing the proper CIPP lining of these pipes. This change order will allow for the contractor to bring in a specialized cutter to remove these items and allow for these pipes to be lined. We have requested Art Walker proceed with scheduling this work since the subcontractor was a few weeks out from being able to mobilize. The Town has enough funding remaining in the SRF/RIF agreements to cover this additional scope of work.

If you have any questions on this, please do not hesitate to call or contact me!

Sincerely,

**KELLEN LINDSEY, P.E.**  
SENIOR PROJECT MANAGER  
MITTAUER & ASSOCIATES, INC.  
580-1 Wells Road  
Orange Park, FL 32073  
Office: (904) 278-0030  
Direct: (904) 644-0642  
Email: klindsey@mittauer.com



Copyright © 2003-2021. All rights reserved.

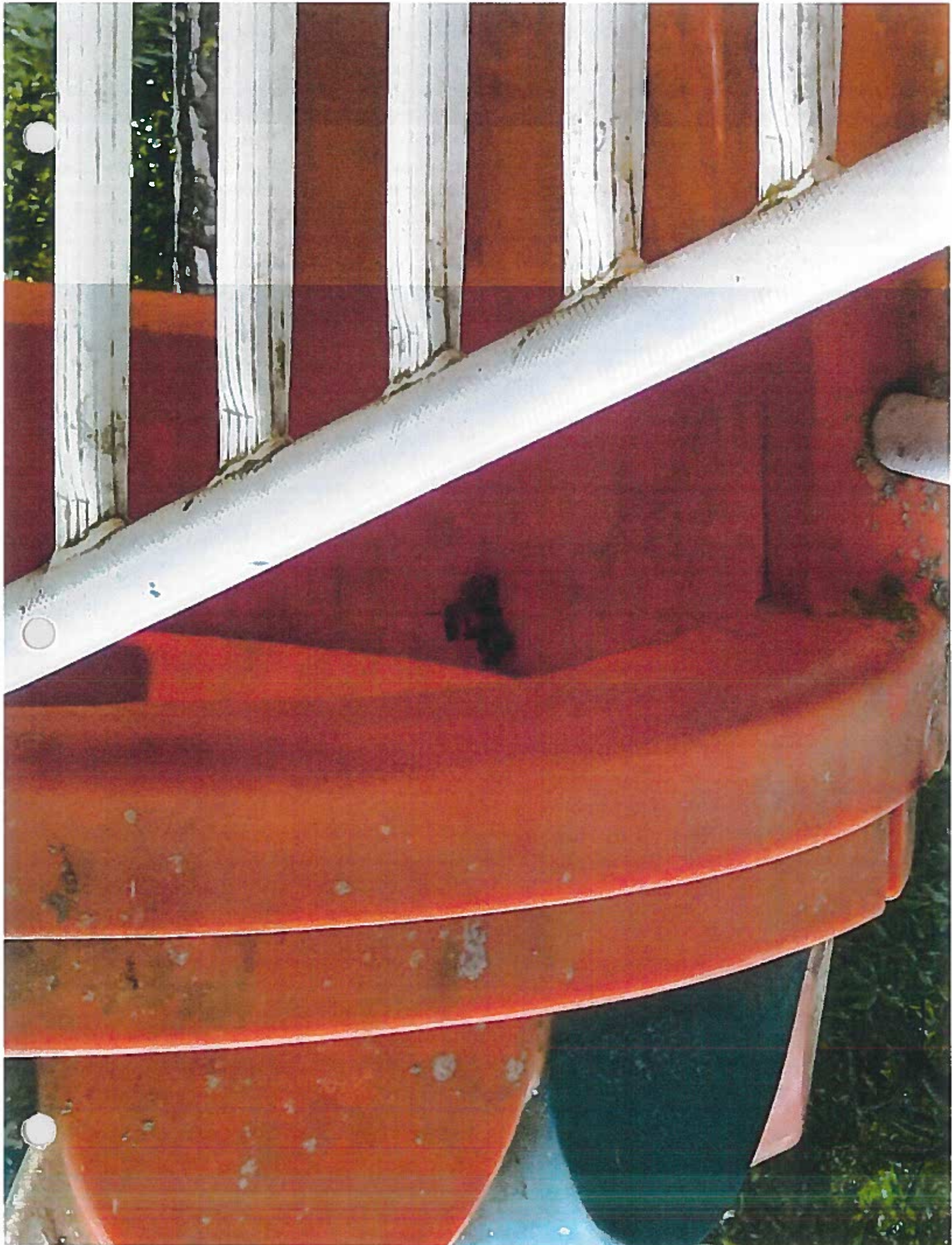






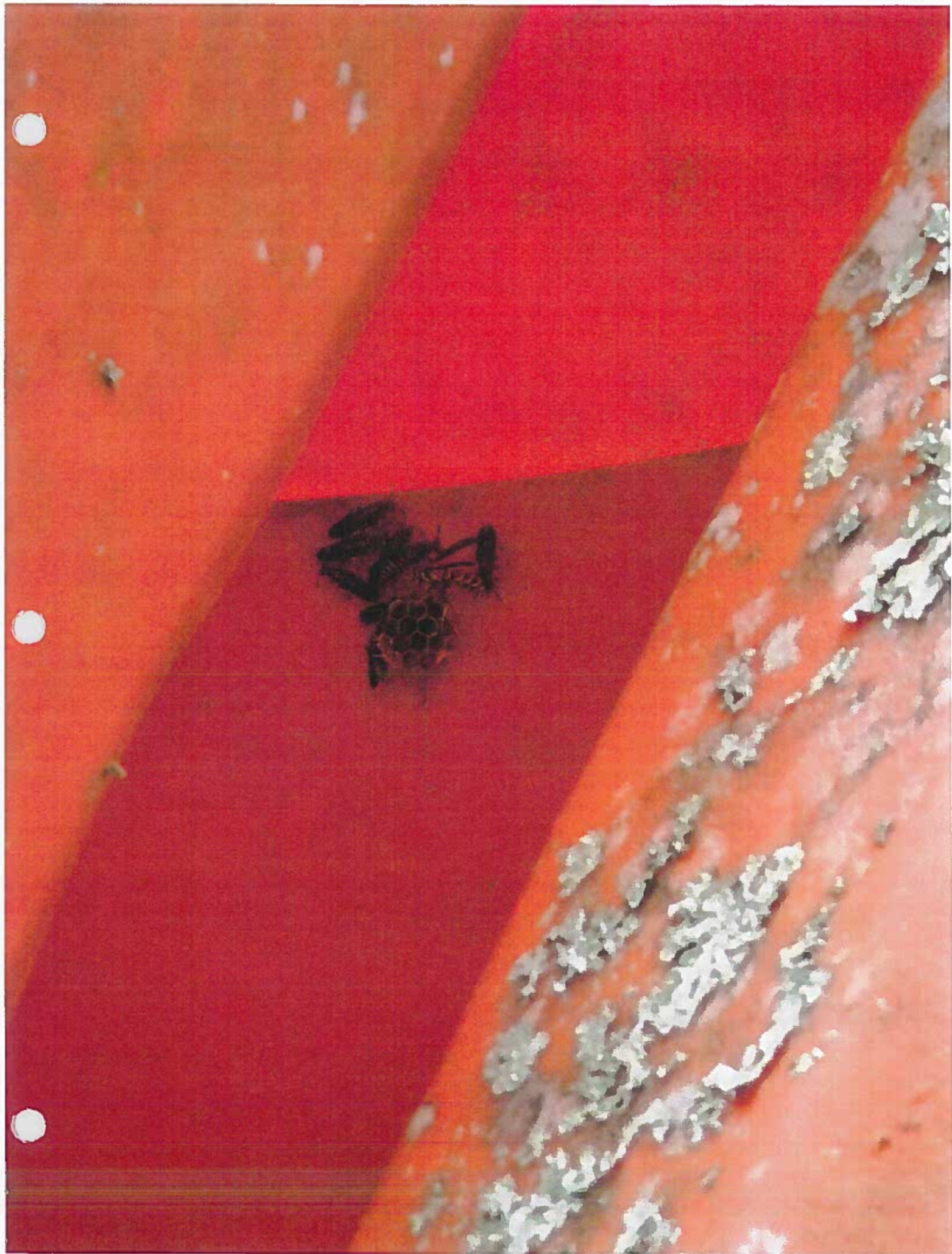














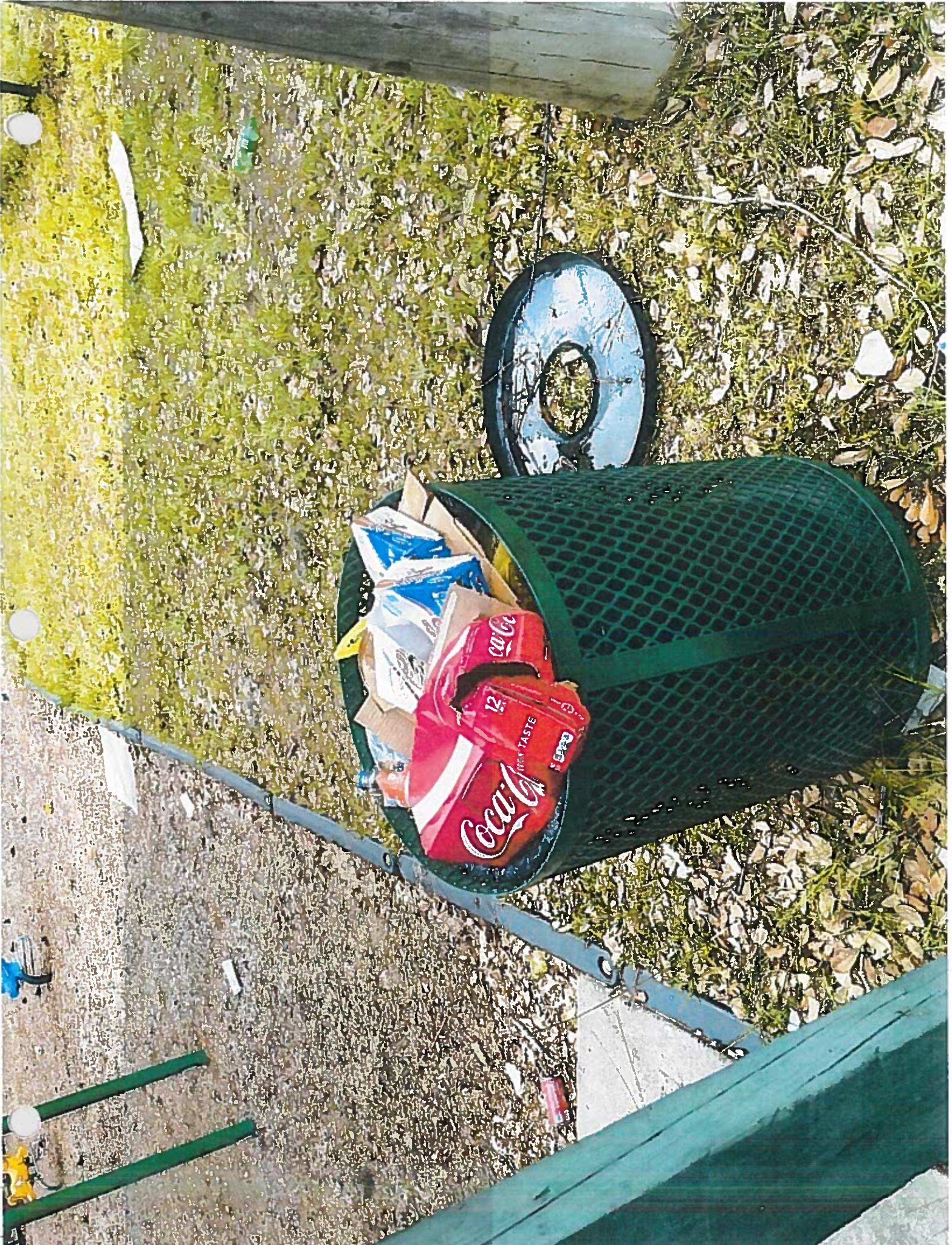
















































# **TURNER PARK RESTROOMS**





















781-4760-401

Barcode and shipping label information on a plastic bag.















**THREE DAYS AFTER CLEANING**







10

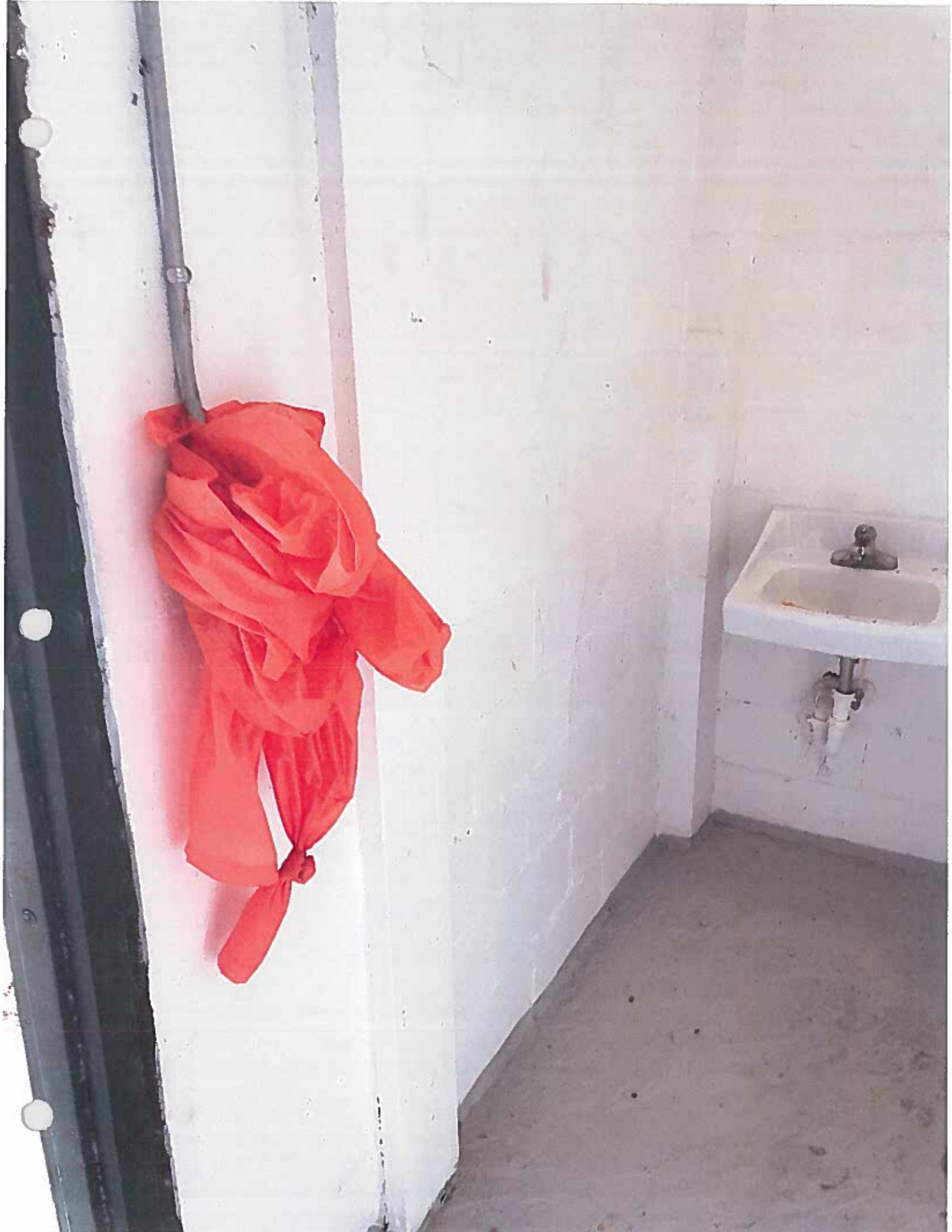






10



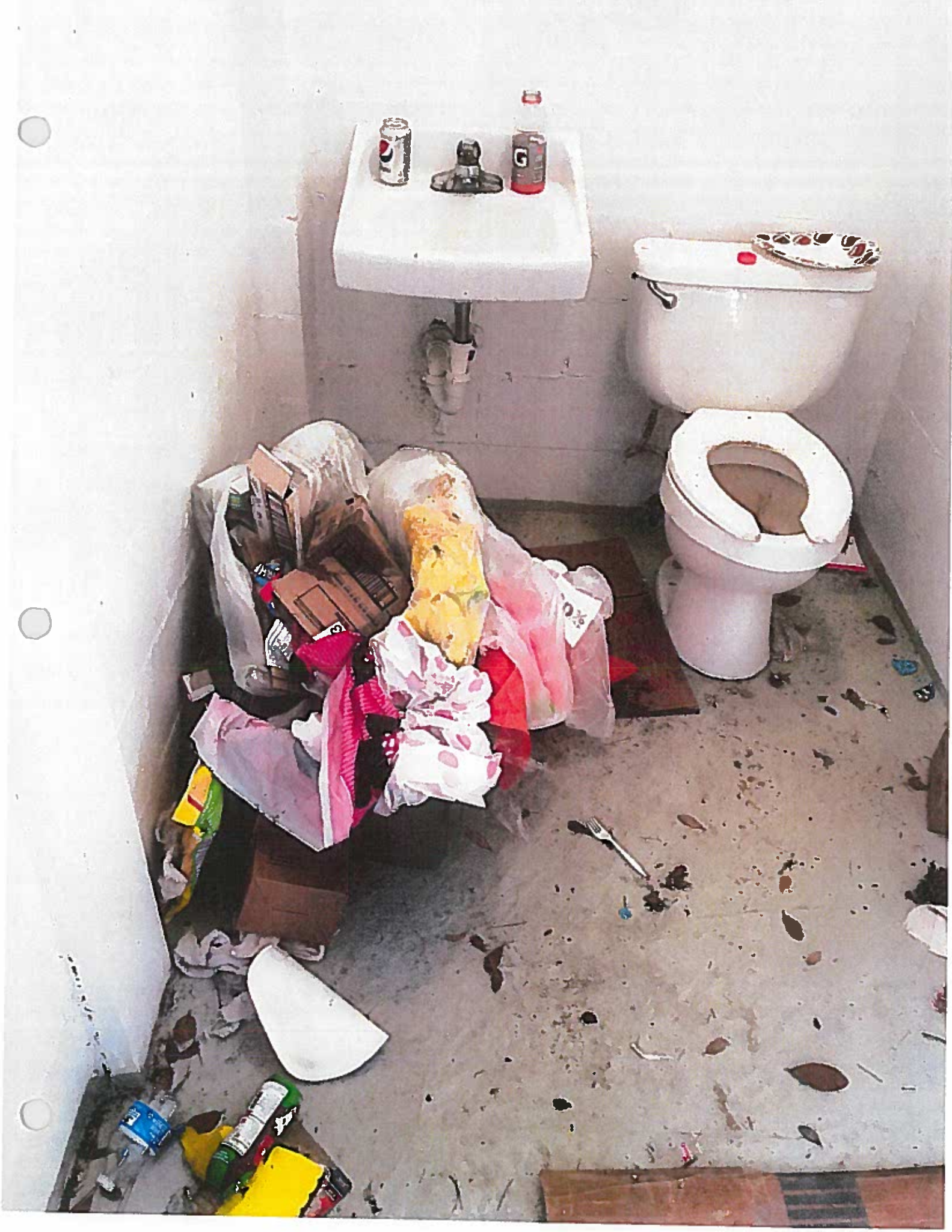






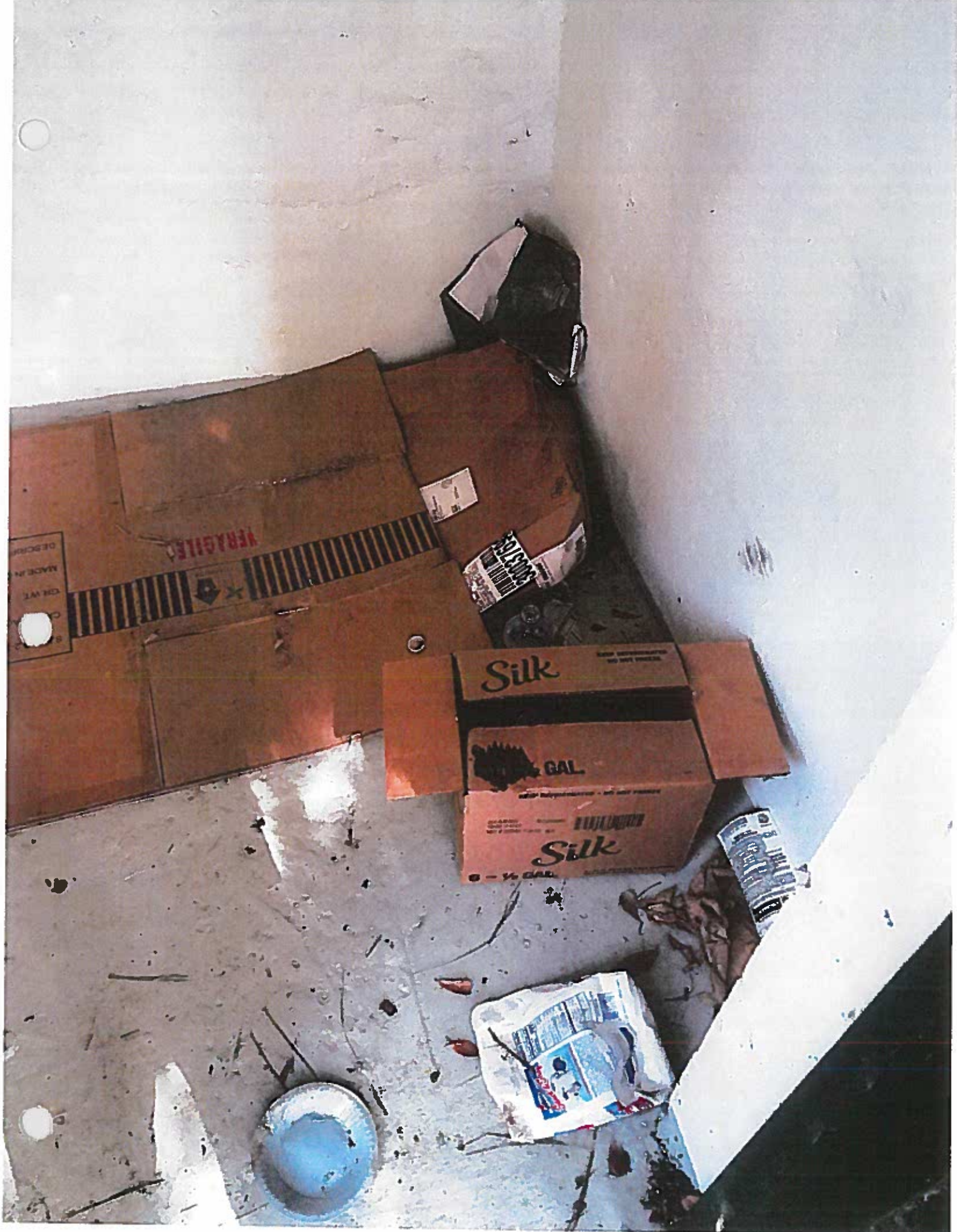
TUESDAY, JUNE 8, 2021  
CLEANED PREVIOUSLY ON THURSDAY  
JUNE 3, 2021











DESCRIPTION  
MADE IN  
OR WT.

FRAGILE

20130303

Silk

1 GAL.

Silk

Blue and red label on a white container, possibly a food or beverage label.

















**CHANGE ORDER NO. 10**

PROJECT: DEP SRF I/I Correction (Sewer Rehabilitation)

DATE OF ISSUANCE: May 17, 2021

EFFECTIVE DATE: June 8, 2021

OWNER: Town of White Springs, Florida

OWNER CONTRACT NO.: WW229041 / SG229042

CONTRACTOR: Art Walker Construction, Inc.

ENGINEER: Mittauer & Associates, Inc.

ENGINEER'S PROJECT NO.: 1001-07-1

You are directed to make the following changes in the Contract Documents.

**Description:** Remove concrete/cement deposits and a Windstream conduit from existing gravity sewer pipes in various locations within FDOT R/W using specialized equipment

**Reason for Change Order:** Concrete/cement deposits and conduit must be removed to allow for CIPP lining of existing gravity sewer lines. Use of traditional mechanical chain cutter ineffective and/or may result in damage to FDOT R/W. FDOT will not allow for traditional excavated point repair within US-41 roadway.

**Attachments** (list documents supporting change): Contractor's Change Order Request No. 10 dated May 13, 2021 and CCTV photos identifying concrete/cement deposits and Windstream conduit

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>3,601,622.00</u>	Original Contract Times Substantial Completion: <u>330</u> Ready for final payment: <u>365</u> days
Net changes from previous Change Orders No. <u>0</u> to No. <u>9</u> \$ <u>64,591.06</u>	Net changes from previous Change Orders No. <u>0</u> to No. <u>9</u> <u>116</u> days
Contract Price prior to this Change Order \$ <u>3,666,213.06</u>	Contract Times prior to this Change Order Substantial Completion: <u>452</u> Ready for final payment: <u>487</u> days
Net Increase (Decrease) of this Change Order \$ <u>19,930.00</u>	Net Increase (Decrease) of this Change Order <u>4</u> days
Contract Price with all approved Change Orders \$ <u>3,686,143.06</u>	Contract Times with all approved Change Orders Substantial Completion: <u>456</u> Ready for final payment: <u>491</u> days

APPROVED:

By: [Signature]

Owner (Authorized Signature)

Date: June 8<sup>th</sup> 2021

ACCEPTED:

By: [Signature]

Contractor (Authorized Signature)

Date: 5/17/21

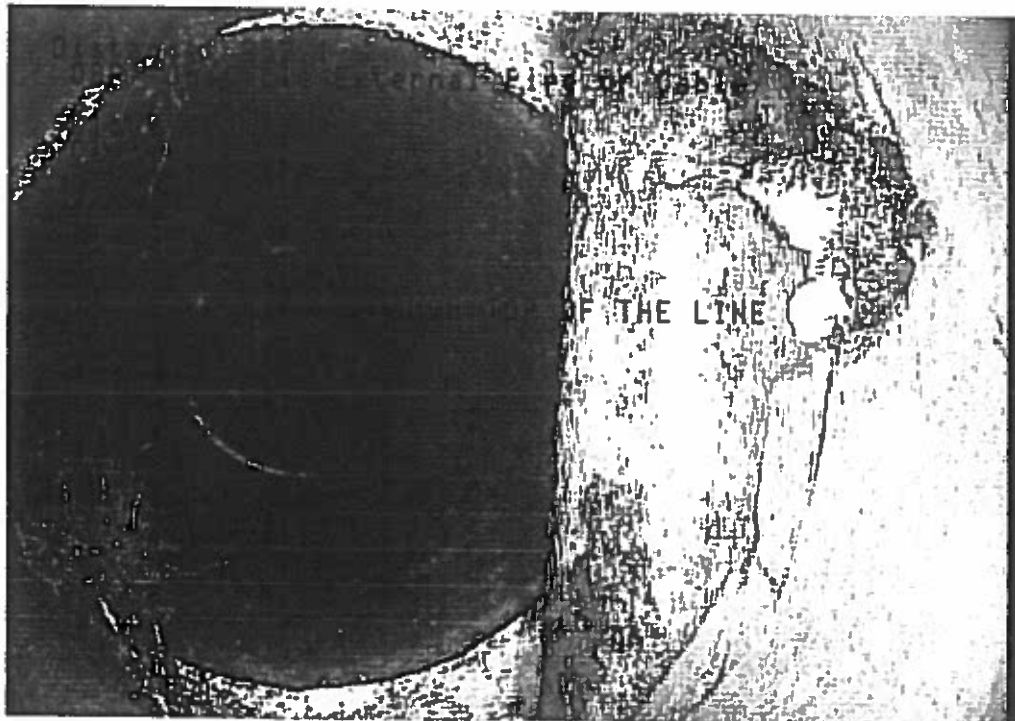




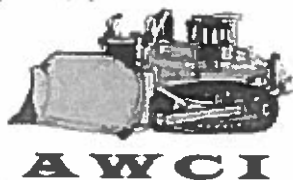


Concrete

Conduit







# Art Walker Construction, Inc.

P.O. Box 267 ♦ Lowell FL 32663  
Phone: 352-629-1466  
Email: office@artwalkerconstruction.com

5/13/2021

Mittauer & Associates, Inc.  
Attn: Kellen Lindsey, P.E.  
580-1 Wells Road  
Orange Park, FL 32073

RE: DEP SRF Sewer Rehab (Town of White Springs)  
Change Order Request No. 10

We hereby propose the following prices:

Item No.	Item Description	Quantity	UM	Unit Price	Ext. Amount
1	Mobilization	1	LS	\$ 2,737.50	\$ 2,737.50
2	Temporary Traffic Control	1	LS	\$ 1,380.00	\$ 1,380.00
3	Bypass/Flow control	1	LS	\$ 4,600.00	\$ 4,600.00
4	Concrete Removal at Joints (Quantity Estimated)	12	EA	\$ 862.50	\$ 10,350.00
5	Protruding Conflict Removal (Pipe)	1	EA	\$ 862.50	\$ 862.50
<b>Total:</b>					<b>\$ 19,930.00</b>

<b>Total Change Order Request:</b>	<b>\$ 19,930.00</b>
------------------------------------	---------------------

Notes:

- 1 An additional four (4) days must be added to the contract in order to complete proposed work.
- 2 Atlantic Pipe Services indicated they are 4-5 weeks out from date of scheduling.

*Tim Walker*

Tim Walker

Art Walker Construction, Inc.  
tim.walker@artwalkerconstruction.com

Mittauer & Associates, Inc.





## PROPOSAL# C0421-0018

Proposal Submitted To: <b>Art Walker Construction, Inc.</b>	Phone: <b>352-629-1466</b>	Date: <b>4/29/2021</b>
Street: <b>2889 NW 63<sup>rd</sup> St</b>	Job Name: <b>White Springs DEP SRF Sewer Rehabilitation</b>	
City, State, Zip: <b>Ocala, FL 34475</b>	Job Location: <b>White Springs, Florida 32096</b>	
Attn: <b>Sean S. Walker, Administrative Assistant</b>	E-Mail: <b>Sean@artwalkerconstruction.com</b>	

**Scope of Work: Furnish CCTV/Cut truck to remove deposit build up and protruding pipe.**

Atlantic Pipe Services will supply all equipment, materials and labor to perform work as follows:

Item No.	Description	Quantity	UOM	Rate	Total
1	Mobilization	1	LS	\$1,750.00	\$1,750.00
2	Concrete Removal at Joints (Quantity Estimated)	12	EA	\$750.00	\$9,000.00
3	Protruding Conflict Removal	1	EA	\$750.00	\$750.00
<b>TOTAL</b>					<b>\$11,500.00</b>

**Notes:**

1. Others to supply 2-inch hydrant meter for cleaning.
2. Others to dewater/bypass flows. (If required)
3. Others to provide reasonable access to line(s) to be rehabilitated.
4. Others to provide Maintenance of Traffic beyond Cones and Road Work Ahead signs.
5. Proposal does not include bonds or permit fees. Bond if required, will be invoiced at 2% of the total contract amount. Permit fees will be invoiced at cost.

Terms: NET 30 DAYS

This proposal is valid for 30 days from the date of submission

APS Representative	Tommy Robertson – CIPP Division Manager		
Signature	<u>Tommy Robertson</u>	Date	4/29/21

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Client Representative:			
Signature	<u>Vanness Lopez</u>	Date	





# ATLANTIC PIPE SERVICES, LLC

## STANDARD TERMS & CONDITIONS OF BUSINESS

**COMPANY:** Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

**CUSTOMER:** Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

**PROPOSAL & QUOTATION:** All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

**PAYMENT TERMS:** Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services /work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

**REMEDIES FOR NON-PAYMENT:** All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

**WARRANTIES:** All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

**INDEPENDENT CONTRACTOR:** Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

**UNFORESEEN OCCURRENCE:** In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

**DOWNTIME/STOPPAGES/ADDITIONAL WORK:** In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

**PROJECT ESTIMATES:** APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

**CUSTOMER PURCHASE ORDERS:** In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

**CONTRACT ACCEPTANCE:** In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

**CUSTOMER RESPONSIBILITIES:** The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a) Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d) Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f) Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.



Distance: 255.3  
OBZ: Obstacle Other

Clock from: 12  
to: 6

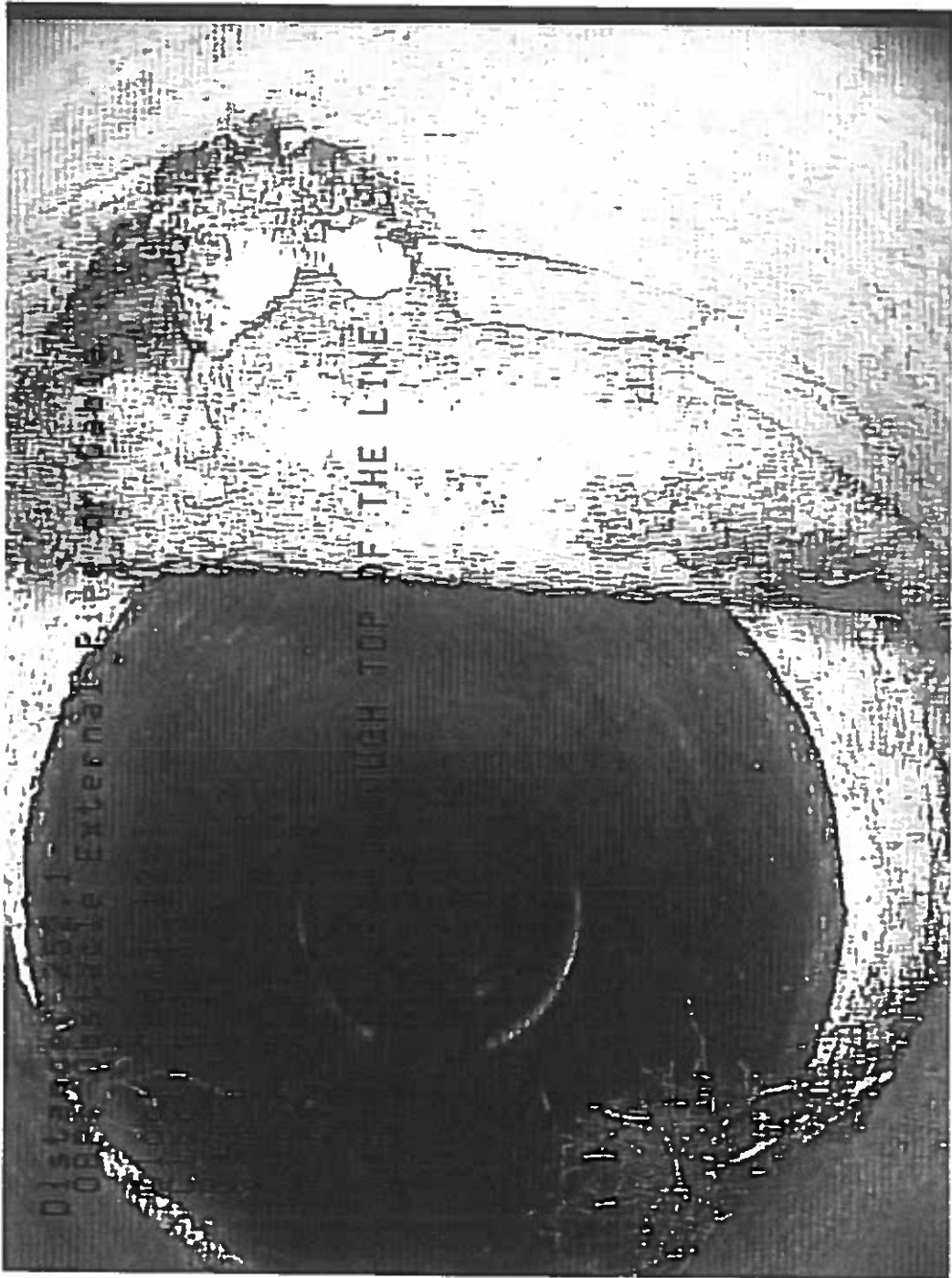
Cross dimensions  
1 10

Remarks: GEMENT IN PIPE













# 1001-07-1 White Springs SRF Sewer Rehab - Change Order No. 10 for Council Approval at Tonight's 6/8 Council Meeting

"Kellen Lindsey" [KLindsey@mittauer.com]

Sent: 6/8/2021 12:07 PM

To: ""manager@whitespringsfl.us"" <manager@whitespringsfl.us>, ""rvaughn@whitespringsfl.us"" <rvaughn@whitespringsfl.us>

Cc: ""clerk@whitespringsfl.us"" <clerk@whitespringsfl.us>

Vanessa/Ray:

Thank you for presenting the Change Order No. 10 to Town Council for approval this evening for the Town's SRF Sewer Rehabilitation project. Like we discussed, this work was mentioned as needing to be done at the last Council Meeting but we hadn't received final pricing from Art Walker Construction at that time to be able to present.

As such, please find below our summary for the Change Order No. 10 to provide to the Town Council:

- Contractor's Change Order No. 10 will allow for specialized equipment to be brought in to remove concrete/cement deposits and an old/inactive Windstream conduit, which were located and identified inside the Town's gravity sewer pipes in FDOT right-of-way. These blockages prevent the Contractor from being able to successfully line the aging sewer pipe and place back into service. The work will be completed trenchlessly, meaning the equipment will enter the pipe through a manhole and occur within the pipe itself, not requiring the roadway to be excavated and dug up. FDOT has approved this work and it is tentatively scheduled to occur later this week. The total cost for the additional work is \$19,930.00, which we find to be a very reasonable price, and they request an additional 4 days onto their contract time. This work will be paid for through the Town's existing project funding, since we currently have funds remaining. We recommend the Council approve this change order to allow for the Contractor to complete the work and needed rehabilitation.

Happy to be available via phone if there are any questions that come up. Assuming the Council approves the change order, please sign or have the Mayor sign the cover sheet on the attached Change Order No. 10 and we will forward on to Art Walker and SRF for their records.

Sincerely,

**KELLEN LINDSEY, P.E.**  
**SENIOR PROJECT MANAGER**  
**MITTAUER & ASSOCIATES, INC.**  
580-1 Wells Road  
Orange Park, FL 32073  
Office: (904) 278-0030  
Direct: (904) 644-0642  
Email: klindsey@mittauer.com



From: clerk@whitespringsfl.us <clerk@whitespringsfl.us>

Sent: Wednesday, June 2, 2021 3:01 PM

To: Kellen Lindsey <KLindsey@mittauer.com>

Cc: manager@whitespringsfl.us; rvaughn@whitespringsfl.us; office <office@artwalkerconstruction.com>; Tim Walker <tim.walker@artwalkerconstruction.com>; Robert Wellington <rewellington@yahoo.com>

Subject: Change Order No. 10 - Town Council Agenda June82021

Hi Kellen,

Thank you, I have received your Change Order #10 item for our Town Council agenda for June 8th as the meeting will start promptly at 630p. We look forward to seeing you next week.

Audre'





## TOWN OF WHITE SPRINGS

"On the Bank of the Suwannee River"

**WELCOME TO WHITE SPRINGS TOWN COUNCIL**

### *Citizen Comment Request Form*

Date JUNE 8, 2021

Name JOE E. GRIFFIN Phone (386) 397-2957

Address 16589 MILL ST WHITE SPRINGS FL zip 32096-1967

Topic of Discussion: TO ADDRESS THE CONCERNS REGARDING  
OUR TOWN MANAGER AND CLERK

Citizens' Comments will be limited to 5 minutes. Please return the form to the Town Clerk prior to the meeting. The Mayor/Vice-Mayor (presiding officer) will ask for those wishing to address the Council to do so at the appropriate time. Please approach the speaker's stand, state your name, and your address for the record, then discuss the topic of interest.

***Please direct your comments solely to the Town Council.***

**We appreciate your interest in the community and hope you will visit again!**

Vanessa George, Town Manager  
Audre' J. Ruise, Town Clerk





**TOWN OF WHITE SPRINGS**  
*"On the Bank of the Suwannee River"*  
**WELCOME TO WHITE SPRINGS TOWN COUNCIL**

***Citizen Comment Request Form***

Date JUNE 9 - 2021

Name KARIN GRIFFIN Phone (386) 397-2957

Address 16589 MILL ST WHITE SPRINGS City FL 32096 - Zip 1967

Topic of Discussion: PERSONAL CONCERNS TO ADDRESS COUNCIL/ATTORNEY

---

---

---

---

---

---

---

Citizens' Comments will be limited to 5 minutes. Please return the form to the Town Clerk prior to the meeting. The Mayor/Vice-Mayor (presiding officer) will ask for those wishing to address the Council to do so at the appropriate time. Please approach the speaker's stand, state your name, and your address for the record, then discuss the topic of interest.

***Please direct your comments solely to the Town Council.***

**We appreciate your interest in the community and hope you will visit again!**

Vanessa George, Town Manager  
Audre' J. Ruise, Town Clerk



# **POLICIES AND PROCEDURES FOR BOARDS AND COMMITTEES OF THE TOWN OF WHITE SPRINGS, FLORIDA**

## **I. EXISTING COMMITTEES AND BOARDS**

The following committees and boards are currently in existence for the Town of White Springs, Florida:

- **Planning and Zoning Board:** Duties and responsibilities are prescribed in Section 8.01
- **Board of Adjustment:** Duties and responsibilities are prescribed in Section 8.02
- **Comprehensive Land Use Planning Committee:** Duties and responsibilities are prescribed in Section 8.03
- **Parks and Recreation Committee:** Responsible for activities largely associated with youth sporting events and recreation, including movie night.
- **Special Events Committee:** Responsible for large scale special events in the Town of White Springs, including but not limited to Martin Luther King, Jr. Day remembrance and parade, Azalea Festival, Breakfast with Santa, etc.
- **Board of Economic Development**
- **Citizens Advisory Task Force:**

## **II. NOMINATIONS AND MEMBERSHIP OF COMMITTEES AND BOARDS**

### **A. NOMINATION**

Pursuant to Section 8.00 of the Town Charter, the Town Council shall by October 1 of each year nominate qualified persons to serve on boards and committees for the ensuing fiscal year. The Town Council shall, by a majority vote, appoint members and alternates to boards and committees from those nominated.

### **B. CHAIRS**

Pursuant to Section 8.00 of the Town Charter, at the first meeting of each board or committee, the board or committee shall appoint a chairman to preside at each meeting from among its members.

### **C. LACK OF RESIDENCY REQUIREMENT FOR ALL BOARDS OTHER THAN PLANNING AND ZONING, BOARD OF ADJUSTMENT AND COMPREHENSIVE LAND USE PLANNING**

With the exception of the Planning and Zoning Board, the Board of Adjustment and Appeals and the Comprehensive Land Use Plan Committee, qualified persons nominated for boards and committees do not have to be residents of the Town of White Springs. If

necessary for the Board of Adjustment and Appeals, the Town Council may by a 4/5 of its members, nominate qualified non-residents to serve.

**D. CURRENT MEMBERSHIP**

1. The **Planning and Zoning Board** consists of 5 members and two alternates for a one-year term as provided by Section 8.01 of the Charter. These individuals are as follows:
  - Tracy Woodard
  - Charles Smith
  - Dorothy Brown
  - Mildred Harris
  
2. The **Board of Adjustment** consists of 5 members and two alternates for a one-year term as provided for by Section 8.02 of the Town Charter. The current members of the Board of Adjustment are as follows:
  
3. The **Comprehensive Land Use Planning Committee** consists of a 5-person committee, chaired by the Town Manager. The remaining members are electors of the Town as found in Section 8.03 of the Town Charter.
  - Tommie Jones, Interim Town Manager (Chair)
  
4. **Parks and Recreation Committee** consists of the following members:
  - Ashley Bryant
  - DeWayne Newsome
  - Ronnie Tomlinson, Jr.
  - Larry Ogburn
  - Nicole Williams
  - Laquavis Paul
  
5. **Special Events Committee** consists of the following members:
  - Sonya Small (President)
  - Marilyn Cowart
  - Rhonda Johnson
  - Tonja Brown
  - Paige Bullard
  - Shonda Werts-Natteal
  - Shirley Aldridge
  - Kizzy Burch
  - Mary Lou Bullard
  - Tracy Godbold
  
6. **Board of Economic Development** consists of the following members:



- Joseph (Joe) H. DeFee, II
- Cathy Fender
- Scott Gay
- Thomas T. Moore
- Carol M. Stob

7. **Citizens Advisory Task Force** consists of the following members:

- Yvonne Bryant
- Frederick Robinson
- Willie Dean Newsome
- Randolph Williams

**D. VACANCIES**

All vacancies shall be filled by the same nominating and confirmation process used to nominate members prior to the beginning of each fiscal year, within sixty days of a permanent vacancy.

**E. REMOVAL**

Pursuant to Section 8.00 of the Town Charter, a member of any board or committee may be removed by a majority vote of the Town Council.

**III. NOTICE**

**A. NOTICE TO COMMITTEE/BOARD MEMBERS**

Meetings of committees and boards should be scheduled so as to allow for maximum participation by the public as well as the members of each committee or board. In order to ensure maximum participation and avoid confusion and scheduling conflicts, each committee/board shall consider setting the regular monthly meeting on a specific day, such as the second Thursday of each month. In the event the committee/board decides not to schedule regular meetings on the same day of the week each month, the Chair shall set the date of each regular meeting, ensuring that all committee/board members receive notification of the date set for the meeting by email no later than 10 days before the date of the meeting. If at all possible, dates for next regularly occurring monthly meeting should be discussed/set in person at the preceding month's meeting.

**B. NOTICE TO THE PUBLIC**

Each board or committee shall give notice of its meetings no later than 7 days prior to meeting. Each meeting notice shall contain the following information:

- The time of the meeting;
- The location of the meeting;

- An agenda containing the requirements set forth in Section IC, or in the alternative, a statement of the general subject matter to be considered.

All meeting notices shall be posted in Town Hall and provided to the Town Clerk or his/her designee for posting on the Town's official website and social media pages.

#### **IV. AGENDAS**

Each board or committee shall endeavor to provide an agenda no later than 7 days in advance of its regular meeting containing a list of the items to be discussed and/or acted upon during the meeting. The agenda for each board/committee meeting shall be set by the Chair or his/her designee. To the extent practicable, all agendas shall be posted in Town Hall along with the meeting notice and provided to the Town Clerk or his/her designee for posting on the Town's official website and social media pages.

#### **IV. MEETINGS**

All committees shall meet at least once per month. Meetings shall only occur after giving no less than 7 days' notice of the meeting to the public and all board/committee members.

#### **V. MINUTES**

Each board or committee shall submit minutes of its meeting to the Town Clerk or his/her designee no later than 5 days after the date of its respective meeting. The minutes shall include the names of all members in attendance at the meeting, while also providing a brief summary reflecting the events of the meeting so as to give notice to those individuals who were unable to attend as to what occurred during the meeting. All meeting minutes should include the date and time of the next regular meeting of the committee or board.

#### **VI. REPORTING TO THE TOWN COUNCIL**

All committees and boards, via the Chair or his or her designee, shall report to the Town Council no less than one time per month, preferably in person during the regular monthly meeting of the Town Council. If a committee/board chair or designee cannot attend a regular meeting of the Town Council in person, the chair or his or her designee shall provide the Town Manager with a written update (either by email or hand delivered) containing a status report of the committee which shall include information regarding upcoming events and the date and time of the last meeting held by the committee and the next meeting to be held by the committee. Reports to the council should also include problems with attendance of any member, and specifically any committee or board member missing at least three consecutive meetings without explanation so that the council may consider whether to remove the member in accordance with Section 8.00 of the Charter.