
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

October 17, 2022 at 6:00 PM

Venue: City Hall

AGENDA

The meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this Agenda.

Pledge of Allegiance

Invocation - Council Member Eugene Jefferson

Roll Call

Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.

As a reminder, persons are not to openly carry a handgun or carry a concealed weapon or firearm while the governing body is meeting.

Proclamations - None

Minutes

- [1.](#) October 3, 2022 Regular Session

Approval of Agenda

Public Participation/Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to submissions@lcfla.com no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Approval of Consent Agenda

- [2.](#) Permit application from Blue Grey Army, Inc. to hold the Olustee Battle Festival starting with the set-up on Thursday, February 16, 2023. The festival will be held on Friday, February 17, 2023 through Saturday, February 18, 2023. All supporting documents, excluding the certificate of insurance, have been provided. This approval is contingent upon receipt of the certificate of insurance prior to the event.

Presentations

- [3.](#) Mavis Georgalis, Chair of the Planning and Zoning Board, Historical Preservation Board and Board of Adjustment to introduce new Chair, Christopher Lydick and Vice Chair James Carter and to update Council on the number of petitions heard this year.
4. Discussion and Possible Action - Gun Buyback Program (Presenter: Ms. Chevella Young)
- [5.](#) Discussion and Possible Action - Curtis Burgess requesting donation of \$8,795.00 to the Columbia Youth Football Association for the 2nd Annual Vince Timmons Youth Football Tournament.

Old Business

Ordinances - None

Other Items - None

New Business

Ordinances

- [6.](#) City Council Ordinance No. 2022-2232 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new Section Number 86-110.18 to Article III, Chapter 86, which provides for the permanent vacating of the South 50.00 feet of the North 158.00 feet of Block 15, McFarlane Park Subdivision, a subdivision according to the plat thereof recorded in Plat Book B, Page 5, of the public records of Columbia County, Florida; providing for conflicts; providing for severability, providing for codification; and providing an effective date.

Adopt City Council Ordinance No. 2022-2232 on first reading

Resolutions

- [7.](#) City Council Resolution No. 2022-111 - A resolution of the City Council of the City of Lake City, Florida authorizing the acceptance of a utility easement from

TWAS Properties LLC; providing for the relocation of an existing sewer gravity main and sanitary sewer manhole; and providing for an effective date. (Tidal Wave Auto Spa/TWAS)

- [8.](#) City Council Resolution No. 2022-119 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Four to the continuing contract with Gmuer Engineering, LLC; providing for an application for a permit for the maintenance of an existing drainage ditch at Evergreen Drive; providing for a cost not-to exceed \$4,700.00; and providing for an effective date.
- [9.](#) City Council Resolution 2022-120 - A resolution of the City Council of the City of Lake City, Florida, declaring certain property owned by the City to be either surplus to its needs and sold at public notice sale, or determined to be obsolete, non-serviceable, or beyond economic repair pursuant to and in accordance with the provisions and requirements of Section 2-183 of the City Code; authorizing the City to remove such surplus property when sold or disposed of from the fixed assets of the City.
- [10.](#) City Council Resolution No. 2022-121 - A resolution of the City Council of the City of Lake City, Florida, authorizing the Lake City Police Department to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of \$13,222.00; providing for the procurement of equipment for the use and benefit of the Police Department; and providing for an effective date.
- [11.](#) City Council Resolution 2022-122 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a grant agreement with the State of Florida, Department of Financial Services; providing for the acceptance of a grant award of up to \$500,000.00 in reimbursable costs associated with the construction of a fire station located on the Westside of the City of Lake City, Florida; and providing for an effective date.

Other Items

- [12.](#) Discussion and Possible Action - Planning and Zoning Board
(Presenter: Mayor Stephen Witt)

Mavis Georgalis has resigned from the Planning and Zoning Board effective October 31, 2022. The Board now has a board member vacancy.

Departmental Administration

- [13.](#) Discussion and Possible Action - Approval of additional three (3) firefighter position through the Safer Grant (Presenter: Chief Wehinger)

Comments by Council Members

Adjournment**UPCOMING DATES OF INTEREST****Monday, November 21:****6:00 PM City Council Meeting - Swearing in of new Council Members and recognition of outgoing Council Member Eugene Jefferson at Columbia County School Board Auditorium****YouTube Channel Information**

Members of the public may also view the meeting on our YouTube channel at:
<https://www.youtube.com/c/CityofLakeCity>

Pursuant to 286.0105, Florida Statutes, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

SPECIAL REQUIREMENTS: *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

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SPECIAL REQUIREMENTS: *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

File Attachments for Item:

1. October 3, 2022 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on October 3, 2022 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen Witt

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.
Eugene Jefferson
C. Todd Sampson
Frederick Koberlein, Jr.
Paul Dyal
Chief Gerard Butler
Audrey Sikes

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

PROCLAMATIONS – None

MINUTES

- 1. September 19, 2022 Regular Session
- 2. September 27, 2022 Emergency Meeting

Mr. Jefferson made a motion to approve the September 19, 2022 Regular Session and September 27, 2022 Emergency Session minutes as presented. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

Mr. Jefferson made a motion to approve the agenda as presented. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL – None

APPROVAL OF CONSENT AGENDA - None

PRESENTATIONS – None

OLD BUSINESS

Ordinances – None

Other Items

- 3. City Hall Update - (Presenter: City Manager Paul Dyal)

Mr. Dyal requested guidance from members on moving forward with the reassessment of City Hall to be performed by Tetra Tech, the lowest bidder.

Members concurred to wait until the full council is seated before deciding on the assessment of the current City Hall building.

- 4. Correspondence from Koberlein Law Offices regarding Coker v City Case No: 21-268-CA & 21-288-CA

Mr. Koberlein reported the City's motions to dismiss the two lawsuits were granted, and the correspondence provided in the agenda is for informational purposes only.

Mr. Hill inquired as to whether Ricky Jernigan could be sworn in any earlier than November due to the Court's rulings, to which Mr. Koberlein stated no, per the City Charter he would be sworn in the same time as Ms. Chevella Young.

NEW BUSINESS

Ordinances – None

Resolutions

- 5. City Council Resolution No. 2022-099 - A resolution of the City Council of the City of Lake City, Florida, authorizing and ratifying the appointment of a City Attorney; providing for the appointment of the law firms of Robinson, Kennon & Kendron, P.A., and Folds & Walker, LLC; providing for the execution of an agreement for legal services; and providing for an effective date. **Mr. Hill made a motion to approve City Council Resolution No. 2022-099, authorizing and ratifying the appointment of a City Attorney; providing for the appointment of the law firms of Robinson, Kennon & Kendron, P.A., and Folds & Walker, LLC, and providing for the execution of an agreement for legal services. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Jefferson	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

- 6. City Council Resolution No. 202-108 - A resolution of the City Council of the City of Lake City, Florida, awarding a project at the Lake City Gateway Airport to CGC, Inc.; providing for the Taxiway C realignment, and the rehabilitation of the transient apron and taxilanes; providing for the execution of a contract; providing

for a total cost not-to-exceed \$2,509,228.50; and providing for an effective date. **Mr. Hill made a motion to approve City Council Resolution No. 2022-108, awarding a project at the Lake City Gateway Airport to CGC, Inc.; providing for the Taxiway C realignment, and the rehabilitation of the transient apron and taxilanes; providing for the execution of a contract, and providing for a total cost not-to-exceed \$2,509,228.50. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill Aye
Mr. Jefferson Aye
Mr. Sampson Aye
Mayor Witt Aye

- 7. City Council Resolution No. 2022-109 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with the North Central Florida Regional Planning Council; providing for Comprehensive Planning Services and Growth Management Services; providing for a term of twelve months beginning October 1, 2022; providing for a fixed fee amount of \$23,500.00; and providing for an effective date. **Mr. Jefferson made a motion to approve City Council Resolution No. 2022-109, authorizing the execution of an agreement with the North Central Florida Regional Planning Council; providing for Comprehensive Planning Services and Growth Management Services; providing for a term of twelve months beginning October 1, 2022, and providing for a fixed fee amount of \$23,500.00. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jefferson Aye
Mr. Hill Aye
Mr. Sampson Aye
Mayor Witt Aye

Other Items

- 8. Discussion and Possible Action: Consider having the City Council Meeting for November 21, 2022 at the Columbia County School Board Auditorium for the swearing in of the two new council members (Presenter: Mayor Stephen Witt)

All members concurred to change the location of the November 21, 2022 City Council Meeting to the Columbia County School Board Auditorium.

- 9. Discussion and Possible Action - Lake City Municipal Police Officer's Pension Trust Fund (Presenter: Mayor Stephen Witt)

On September 21, 2022 Clarence Cannon resigned from the Board of Trustees. The Board now has two board member vacancies.

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL MEMBERS

Mr. Hill apologized for being late and thanked City employees for being on call throughout Hurricane Ian.

Mr. Sampson reminded members Coffee with a Cop would be Wednesday, October 5, between 9-10:30 AM.

Mayor Witt announced the upcoming dates of interest:

Tuesday, October 4	8:00 APM National Night Out Lake City Police & Fire Parking Lot – 161 NW Main Blvd
Monday, November 21	City Council Meeting - Swearing in of new Council Members

ADJOURNMENT

All matters having been handled, the meeting adjourned at 6:18 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

2. Permit application from Blue Grey Army, Inc. to hold the Olustee Battle Festival starting with the set-up on Thursday, February 16, 2023. The festival will be held on Friday, February 17, 2023 through Saturday, February 18, 2023. All supporting documents, excluding the certificate of insurance, have been provided. This approval is contingent upon receipt of the certificate of insurance prior to the event.

509

Application #: 509

Attached is the permit application for approval for each of the following departments. Initial and date by your department below and place your signature and date on the last page of the application for approval. Please note by approving the application you are then responsible for scheduling the work, man power, clean up that is needed for the event by your department. Forward the application to the next highlighted department listed below your department. When the last department has initialed please return to Terri Phillips, Community Program Manager.

Public Works

Initials: LB

Date: 9-27-22

Lake City Police Department

RECEIVED

Initials: [Signature]

Date: 10/3/22

SEP 28 2022

Growth Management

OFFICE OF THE CHIEF

Initials: [Signature]

Date: 10/4/22

City Manager (parking lot Closures)

Initials: _____

Date: _____

Council (Road Closures)

Initials: _____

Date: _____

City of Lake City Special Event Checklist

Event: Olester Festival Event Date: Feb 17-18, 2023

Contact Name: Faye Bowling Warren Phone #: 386-755-1097

On behalf of the City of Lake City, we thank you for contributing to the spirit and vitality of our City through the staging of your event. If you have any questions, please feel free to contact the Lake City Recreation Department at (386) 758-5427.

Supporting Documentation Checklist

- Letter On Letterhead Requesting Use Of Park Or Facility
- Special Event Application
- Hold Harmless Agreement Signed And Notarized
- Policies/Procedures and General Provisions for use of Wilson Park & Darby Pavilion
- Insurance Documentation
- Temporary Closing and Special Use of State Roads
- Map Indicating Electrical Use At Parks
- Map Indicating Road Closures

Please mail or drop off the completed application along with the supporting documentation to:

City of Lake City
205 North Marion Avenue
Lake City, FL 32055

City of Lake City

Darby Pavilion

Special Events

and Wilson Park

Application

Applicant Information

Organization/Applicant Name: *Blue Grey Army Inc.*

What is Event For?: *Olester Festival*

Contact Name: *Faye Bowling Warren*

Phone: *386-755-1097*

Address: *630 NW Old Mill Drive*

City: *Lake City*

State: *Florida*

ZIP Code: *32055*

Email: *bowlingwarren@comcast.net*

Facility/Park Requested: *Darby Pavilion
Wilson Park*

Date Of The Event: *Feb. 17-18 2023*

Setup of Vendors
Time Requested: *Feb. 16, 2023*

Estimated Attendance: *5,000 - 10,000* *2-day festival*

Darby Pavilion Only

Alcohol: YES NO

Set Up Time: *Thursday - Feb 16, 2023*

Event Time: *9 AM 2/17/23*

Clean Up Time:

Parade Information

Line Up Place and Time: *N/A*

Inclement Weather Date:

Anticipated number of vehicles to be used in the parade:

Parade Start Time:

Location and desired route (state starting point, route and point of termination. Use the appropriate street names and direction. Attach a map of the parade route.)

Event Information

Will you be collecting admissions/donations of any type at this event?: *NO*

Will any items be sold at this event (including food)?: *yes*

What kind?: *Variety festival foods -
hotdogs, hamburgers, etc*

Are you having other vendors participate in this event?: *yes*

Please list: *Arts, crafts and food
with entertainment*

Is this event open to the public?: *yes*

What Activities are planned?: *Various musical
performances*

Will tents be used?: *yes*

Will bounce houses be used?: *yes*

Will you be serving food?: *Approximate 20+ food vendors*

RECEIVED

SEP 28 2022 *SC*

OFFICE OF THE CHIEF

Services Requested (Fees Apply)

Security/Crowd Control Requested?: Yes

Clean Up Requested?: Yes

Will you need access to electricity?: Yes If Yes, will you need 20 30 50 Amp Service (please circle one)

Road/Parking Lot Closure Requested: If Yes, please state (using appropriate names) which streets/parking lots are being requested closed; also submit a map showing all road closures or route;

- A portion of Lake Desoto Drive for the Staging.
- Over-flow area for Art & Craft vendors - N. Hernando St.
- Franklin St. - portion used for Parking - Possible display of Antique Cars

Please note clean up, electric, and police presence is an additional fee

Organization Information

Type of Organization (please circle one): Not for Profit (must provide 501c3 letter) For Profit Individual

Federal ID#: 59-1896145 Tax Exempt #: 85-80162555300-4

Fee Schedule

Young's Park: \$50.00 daily fee - \$25.00 electricity fee - under 100 people \$100.00 deposit (refundable after event with satisfactory clean up) 100 or more people \$200.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

Olustee Park (Gazebo): \$100.00 daily fee - \$25.00 electricity fee - under 100 people \$50.00 deposit (refundable after even with satisfactory clean up) 100 or more people \$100.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

OLUSTEE PARK IS A PASSIVE PARK RENTED FOR CEREMONIAL EVENTS ONLY SUCH AS, BUT NOT LIMITED TO; WREATHS ACROSS AMERICA, HOMELESS CANDLE VIGIL, NATIONAL DAY OF PRAYER, FALLEN HEROES, WEDDINGS (CEREMONY ONLY), AND OTHER SIMILAR USES

OLUSTEE PARK IS NOT RENTED TO THE PUBLIC DURING THE MONTHS OF NOVEMBER AND DECEMBER

Teen Town: \$40.00 per hour usage fee, \$100.00 deposit -) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

Memorial Stadium: \$400.00 per day - \$100.00 per night use of stadium lights - \$200.00 deposit - \$1,000,000 Liability Insurance required listing the City as "Additional Insured".

Rental Guidelines on the above Parks: *NO ALCOHOL PERMITTED ON THE ABOVE LISTED CITY PROPERTIES, *No vehicles allowed in the park, *No tents, poles or signs allowed in the grass area of the parks, *No nails or tape on the gazebo, *All Trash Cans must be emptied by the organizer.

Wilson Park Only
828 NE Lake Desoto Circle
Hours of operation 9am-11pm

Darby Pavilion Only: \$100 daily fee - includes tables and seating for 160 people, trash receptacles, use of restrooms and warming kitchen. - Required Deposits; up to 100 people \$100.00, up to 500 people \$200.00, over 500 people \$300.00 (deposits will be refunded in the form of a check issued by the City of Lake City provided there is no damage or outstanding fees owed) - \$1,000,000 Liability Insurance required "Additional Insured".

THERE ARE NO WAIVERS OF FEE'S OR DEPOSIT'S FOR NON-PROFIT ORGANIZATIONS
ONLY CITY SPONSORED EVENTS ARE WAIVED FROM FEE'S AND DEPOSITS

Fire Pit Water Features: includes wood and City Staff to light 10 lighted pits \$200.00 20 lighted pits \$300.00

Electrician: CITY OF LAKE CITY PERSONNEL ONLY over 110 volts breaker fee \$25.00 per breaker Number Needed?

Extra Security: Security is required for public/private events with 200+ anticipated attendance or if alcohol will be served. All applications are reviewed by the Lake City Police Department and Security determinations are based on recommendations from that department. Fees are based on a \$25.00 per hour (4 hour minimum) per Officer. Security requirements and costs will be negotiated on a case by case basis. Security fees are paid in advance.

3502

Staff Use Only		
Approved (All signatures required for approval)	Deposit Amount:	Map Attached: D.O.T.
	Date Due:	Approval:
Denied	Electricity Needed:	Proof of Insurance:
	Electricity Charge:	Road Closures:
Rental Fee:	Total Received:	Parking Lot Closures:
		Deposit Returned:
		Date: Amount:
Applicant Signature: <i>Tracey Paulig Warren</i>		Date: <i>8/22/22</i>
Department Approval		
Public Works Official:	<i>Lundie Bell</i>	Date: <i>9/27/22</i>
Police Department Official:	<i>Sgt. A. H. 251</i>	Date: <i>10/3/22</i>
DOT Release (if applicable)		Date:
City Manager:		Date:
City Council:		Date:
CRA Official:		Date:
Recreation Department Official:	<i>J. Paulig</i>	Date: <i>9/26/22</i>

Hold Harmless Agreement: The Contractor, Vendor, or User hereby promises and agrees to indemnify and save harmless the City of Lake City, a municipal corporation, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Contractor, Vendor, Officers, agents, servants, employees, or other or because of or due to the mere existence of the agreement between the parties.

The applicant will supply a "Certificate of Insurance" reflecting minimum coverage of the amount deemed by City Staff per occurrence for bodily injury and property damage. The City of Lake City, 205 North Marion Avenue, Lake City, FL 32055, must be shown as "Additional Insured" which will be noted on the Certificate. The Certificate will indicate that the applicant's insurance policy will not be cancelled without thirty day prior written notice to the City. The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply a "Certificate of Insurance" to the Lake City Recreation Department no later than five (5) calendar days prior to program/event date.

Copyright Law: Licensee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any event covered under this agreement and licensee agrees to indemnify and hold harmless devices, processes or dramatic rights furnished or used by licensee in connection with the agreement and will defend the City from any such suit or action, regardless of whether it is grounded or fraudulent.

Certification by Applicant: I certify that I have read this application and that all information contained in this application is true and correct. Any falsehoods or misrepresentations will constitute a criminal violation of the Florida State Statute. I agree to comply with and be bound by any and all applicable provisions of the city code. I understand the event may be cancelled by the Chief of Police or the Fire Chief should any conditions of the application or city ordinance or state statute be violated, I certify that I am authorized by the organization named herein to act as its agent for the herein described activity. I also have received the notice informing me of my responsibilities and obligations should I cancel the event.

By filing this application, I and the organization on whose behalf this application is made, contract and agree that we will jointly and severally indemnify and hold the City of Lake City harmless against liability, including court costs and attorney's fees, for trial and on appeal, for any and all claims for damage to property or injury to, or death of, persons arising out of or resulting from the approval of the Special Events application or the conduct of the activity or its participants.

Faye Bowling Warren

Licensee Signature

8/22/22

Date

LICENSEE CERTIFICATION

I hereby certify that all the information contained herein is true and correct to the best of my knowledge. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any approval previously given.

Signature of Applicant: Faye Bowling Warren Date: _____

Subscribed and affirmed 8/22/22 By (Print Applicant Name) Faye Bowling Warren
He/she is personally known to me OR has presented _____ as identification and who did take an oath.

Notary Signature and Seal: Teresa Phillips
My commission Expires: 2/14/26



Americans with Disabilities Act:

The applicant understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the special event, and further agrees to indemnify, hold harmless and defend the City of Lake City, its elected officials, officers, agents, employees and volunteers, from any claims or liability arising out of or by virtue of the Americans with Disabilities Act.

The Program/Event will be terminated should licensee cause any violation of Local, State, or City of Lake City Laws and ordinances.



Hand Delivered

September 3, 2022

Mr. Paul Dyal
City Manager
City of Lake City
205 N. Marion Ave.
Lake City, Fl. 32055

RE: Request to use Darby Pavilion and Wilson Park and Lake
Desoto Drive/Portion of N. Hernando St.

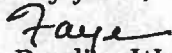
Dear Mr. Dyal,

Enclosed you will find our application to use the above areas for our Annual Olustee Festival which will be held on February 17-18, 2023. The set-up day for the event will be the day before or February 16, 2023.

Some information that you would need and should be passed on to the Public Works Department and Police and Fire Departments in our planning of the festival involves the use of N. Hernando Street (as we did last year), beginning at Halpatter Brewing to N. Franklin Street for the over-flow of the vendors to that area. Since the entertainment stage is to be placed as it was previously, we will need to close a portion of Lake Desoto Drive in front of Wilson Park. We will need street barriers placed at both intersections. Most of the performers will be coming in from the side next to Lake Shore Hospital. This will include school children who will be performing in the school choirs.

We will provide the liability insurance coverage required by the City of Lake City along with the non-profit certification issued by the State of Florida, a map of the site, and hold harmless agreement required in the application. I have also enclosed a letter from our insurance carrier, The Wheeler Agency of Lake City. We will be getting a quote from the City's insurance provider for events to see if we can have the event covered under the TULIP policy. Should you have any question, please call me at 386-755-1097 or my email is bowlingwarren@comcast.net.

Sincerely yours,


Faye Bowling Warren
Executive Director
Blue Grey Army, Inc.

cc: Dr. Tony Buzzella, President
Blue Grey Army, Inc.



FBW

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER NICOLE "NIKKI" FRIED

August 17, 2022

Refer To: **CH11630**

BLUE/GREY ARMY, INC.
PO BOX 2224
LAKE CITY, FL 32056-2224

RE: BLUE/GREY ARMY, INC.
REGISTRATION#: CH11630
EXPIRATION DATE: August 29, 2023

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

Deleah J Sims
Regulatory Consultant
850-410-3719
Fax: 850-410-3804
E-mail: deleah.sims@fdacs.gov



The Wheeler Agency

622 SW Main Blvd, Lake City, FL 32025

Ph: (386) 752-8660 Fax: (386) 752-9802

www.thewheeleragency.com

08/31/2022

Blue Grey Army, Inc
Faye Bowling-Warren
P.O. BOX 2224
LAKE CITY, FL 32056-2224

RE: Event Liability - Pending - Olustee Battle Festival
02/17/2023 to 02/18/2023

Dear Faye:

Please let this confirm that the attached event liability estimate provided to you through American Specialty Insurance is a short-term special event policy covering the Olustee Festival during the dates captioned above. An additional 5 days of coverage is automatically added before and after the event for set-up and tear-down. Please be advised, the following activities and amusements are excluded:

Inflatables
Animals
Climbing walls
Parades

Because it is not possible to bind coverage more than 45 days prior to the event, we are not able to provide you with a Certificate of Liability at this point. At the time of binding, we will be happy to provide such certificates and additional insured status to the City of Lake City.

Respectfully yours,


John Wheeler

Policies/Procedures and General Provisions for use of Wilson Park & Darby Pavilion

Pavilion/Park/Gazebo

- » All rentals are by the day between the hours of 9am – 11pm.
- » All rental times must include deliveries, decorating, rehearsals, set-ups, break-downs and clean-up time.
(Renter must be cleaned up and out of the pavilion by 12am)
- » Tables must remain within the space of the rented pavilion.
- » The use of rice is not permitted, as it can be harmful to Lake DeSoto wildlife if ingested and is not biodegradable. We recommend the use of rose petals, birdseed, bubbles, or butterflies.
- » Vehicles are not permitted in the park without prior written approval.

Pets/People

- » All pets must be on a leash at all times while in the park.
- » Pet owners accept full responsibility for his/her pet while in the park including cleaning up after them.
- » Because Wilson Park is a public park, visitors may stop and watch your wedding/event.

Catering/Food

- » Leaser's may provide homemade/store bought food, free of charge, to their guests.
- » When hiring a catering company copy of license and registration must be provided.
- » For Public Events only Licensed and Registered Food trucks are permitted to sell food.
- » Grills are **not allowed on the concrete slab** under any circumstances.

Decorations

- » All decorations must be free standing. Decorations cannot be glued, taped, nailed, stapled (or any other way that will leave a residual mark) to any wall, pillar or table. Decorations cannot be suspended or hung from the ceiling. Hardware has been installed at strategic spots throughout the pavilion to allow for proper access for suspending decorations.
- » Renters shall be responsible for any outside vendors that they hire.

Janitorial

- » The City staff will provide **general** cleaning of the rental area before and after the event.
- » The renter is responsible for the clean-up of the area rented. Clean-up must be completed within the rental time frame. The cleaning of the facility is the responsibility of the person signing the rental agreement. You must leave the pavilion as you found it.
- » Renter shall be responsible for the removal of any and all food, beverages, dishes, trash etc. from the building/park.
- » Any cost incurred by the City for excessive trash, decoration removal and/or cleaning shall be charged directly to the renter.

Security Deposit

- » This fee is refundable provided there is no damage or outstanding fees owed.
- » All refunds will be in the form of a check 2-3 weeks after your event. It will be mailed to the contact person and mailing address provided on this application unless otherwise noted.

Cancellations

- » Refunds will not be issued for inclement weather or cancellations. This is an outdoor facility with covering inclement weather needs to be considered when renting this facility.

General Provisions

- » Event reservations are on a first come – first serve basis. **A Reservation is not confirmed until the rental fee and full amount of security deposit is received.**
- » Area is rented as is. We do not rent or set-up any items.
- » Amplifiers, band equipment and or instruments are permitted.
- » Use of personal fireworks is prohibited.
- » Glass bottles or containers are permitted for serving purposes ONLY. Plastic or aluminum containers are required for all drinks and food.
- » Renter shall not leave rented or personal equipment in City park overnight.
- » The renter is liable for any and all damages incurred during the use of the area rented.

Failure to abide by the above stated guidelines may result in termination of rental and be grounds for any future rentals. The City of Lake City reserves the right to terminate any event if it is deemed that a violation has occurred. Should an event extend beyond the approved time, a fee of \$25.00 per ½ hour will be assessed and deducted from the security deposit. Any minute past the ½ hour mark will be rounded up to the next ½ hour for purposes of calculating the late fee.

This facility is located in a public park which is open to the general public. By renting this facility, you agree and understand that the actions of a 3rd party (of the general public) accessing or using the park cannot be controlled by the City. By renting this facility, you agree and understand that the City will not be responsible for any actions of the general public during your rental, financially or otherwise. Examples shall include, but not limited to; interruptions in events; loud music or weather interference.

In consideration of the City of Lake City, hereinafter referred to as the "City", permitting the undersigned to lease, rent or use the property described as 828 NE Lake DeSoto Circle, Lake City, FL 32055, hereinafter referred to as the "Property" on the above requested date. The undersigned has agreed and does hereby agree to indemnify, save and hold harmless the City and their employees for loss of or damage to the property and from any and all liability for damages or injuries, or claims for damages or injuries, to any person or property suffered while on or arising during the use of the property and pay to the City, upon demand, all damages, costs, expenses and Attorney's fees that the City may sustain, or become liable or answerable for, or shall pay, upon or in consequence of the use of the property by the undersigned, individually, or by the employees, licensees, guests members and invitees of the undersigned or by any other person with the consent of the undersigned.

I have read, understand and agree to abide by all policies/procedures and general provisions as outlined above.

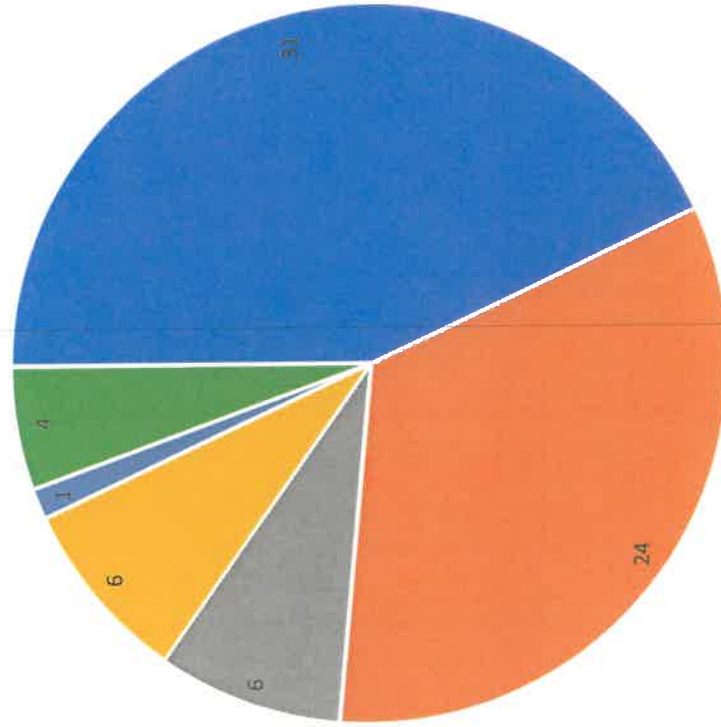
Signature: Faye Bowling Warren Date: 8/22/22

File Attachments for Item:

3. Mavis Georgalis, Chair of the Planning and Zoning Board, Historical Preservation Board and Board of Adjustment to introduce new Chair, Christopher Lydick and Vice Chair James Carter and to update Council on the number of petitions heard this year.

Petition Type	11/21 thru 10/22	11/22 thru 10/23	11/23 thru 10/24	11/24 thru 10/25
Certificate of Appropriateness	31			
Site Plan Review	24			
Rezoning	6			
Comprehensive Plan Amendment	6			
Variance	1			
Special Exception	4			

11/21 thru 10/22



■ Certificate of Appropriateness
 ■ Site Plan Review
 ■ Rezoning
 ■ Comprehensive Plan Amendment
 ■ Variance
 ■ Special Exception

File Attachments for Item:

5. Discussion and Possible Action - Curtis Burgess requesting donation of \$8,795.00 to the Columbia Youth Football Association for the 2nd Annual Vince Timmons Youth Football Tournament.

CURTIS BURGESS
COLUMBIA YOUTH FOOTBALL ASSOCIATION
PO BOX 3161 - LAKE CITY, FL 32056

May 1, ~~2021~~ 2022

Please send All Donations
to:

Columbia Youth Football
Association,

PO Box 3161, Lake city
FL, 32056

Name
Company
Address
City, State, Zip Code

Re: Donation

Dear Sir or Madam:

Greetings! We are excited to announce the ^{2nd} Annual Vince Timmons Youth Football Tournament of the Columbia Youth Football Association in honor of our dear friend, youth mentor, and volunteer, Vince Timmons. Vince was committed to young people in our community and committed to creating opportunities that could change the course of their lives.

In his absence, I am asking you to join us and continue his commitment to the future of our community and help us keep providing choices to the youth. We are asking for your financial support to help us cover \$8,795 in expenses as broken down below. Any and all assistance provided will help us reach the goal. Your donation is 100% tax deductible to Columbia Youth Football Association EIN 56-2368656.

Ref. Fees:	\$40. Per game x4 = \$160 per game (21 games) (\$160 x 21 = \$3,360)
Chain Crew:	\$20. Per game x 3 = \$60 per game (21 games) (\$60 x 21 = \$1,260)
Ticket Takers:	\$25. Per game (21 games) (\$25 x 21 = \$525)
Scorekeepers:	\$25. Per game (21 games) (\$25 x 21 = \$525)
Clock Operators:	\$25. Per game (21 games) (\$25 x 21 = \$525)
Security:	\$35. Per hour (40 hours) (\$35. X 40 = \$1,400)
Trophies:	\$400 per age group (\$400 x 3 = \$1,200)

Please join us and make a difference with your donation. I am happy to answer any questions you may have so feel free to reach me at 386.292.2540.

Make All Checks
payable to Columbia
Youth Football Association

Sincerely,

Curtis Burgess

ANNUAL VINCE TIMMONS

YOUTH FOOTBALL TOURNAMENT SINGLE ELIMINATION

PLACE:

Lake City, FL

PLAYING DATES:

Nov. 13th - First Round
Nov. 20th - Semi Final
Nov. 23rd - Championship Night

ENTRY FEE:

\$200. Per team

FEE DEADLINE:

Schedules released Nov.

CHECKS TO:

Columbia Youth Football Association
PO Box 3161, Lake City, FL 32056

AGE GROUPS:

(5 - 7) (8 - 10) (11-13) Top 8 teams in each age group

RULES: League playing age determined by age of player as of Sep. 1st of current playing season.

WEIGHT:

* See attached Rules

BANTAM MIDGET:

(5-7) Player has to be 5 yrs. of age by and cannot turn 8 yrs. before Sep. 1st.

JUNIOR MIDGET:

(8 - 10) Player has to be 8 yrs. of age by and cannot turn 11 yrs. before Sep. 1st (11 year olds see exceptions)

MIDGET:

(11 - 13) Player has to be 11 yrs. Of age by and cannot turn 14 yrs. before Sep. 1st.

MORE INFO

386.292.2540

File Attachments for Item:

6. City Council Ordinance No. 2022-2232 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new Section Number 86-110.18 to Article III, Chapter 86, which provides for the permanent vacating of the South 50.00 feet of the North 158.00 feet of Block 15, McFarlane Park Subdivision, a subdivision according to the plat thereof recorded in Plat Book B, Page 5, of the public records of Columbia County, Florida; providing for conflicts; providing for severability, providing for codification; and providing an effective date.

Adopt City Council Ordinance No. 2022-2232 on first reading

ORDINANCE NO. 2022-2232

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY CODE TO ADD A NEW SECTION NUMBER 86-110.18 TO ARTICLE III, CHAPTER 86, WHICH PROVIDES FOR THE PERMANENT VACATING OF THE SOUTH 50.00 FEET OF THE NORTH 158.00 FEET OF BLOCK 15, McFARLANE PARK SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 5, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, McFarlane Park Subdivision, a subdivision recorded in the public records of Columbia County, Florida (herein “McFarlane Park, Subdivision”), contains various parcels of real property that are neither developed or used by the public; and

WHEREAS, maintenance of such undeveloped and unused parcels (right-of-way) creates potential liability, additional work, and costs to the City of Lake City, Florida (hereinafter the “City”); and

WHEREAS, the abutting landowner of a parcel of real property has petitioned the City in accordance with Section 86, Code (Sections 86-96 – 86-101), to vacate the following: THE SOUTH 50.00 FEET OF THE NORTH 158.00 FEET OF BLOCK 15, MCFARLANE PARK SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 5, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA (hereinafter the “Parcel”; further identified in the Petitioner attached hereto); and

WHEREAS, the City Council finds that it is in the public interest to permanently close, vacate, and abandon the Parcel.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are hereby incorporated herein and made a part of this ordinance.

Section 2. The Code of the City of Lake City is hereby amended by adding a section to Chapter 86, Article III, to be numbered Section 86-110.18 which section reads as follows:

Section 86-110.18 VACATING PORTIONS OF THE RIGHT OF WAY IDENTIFIED AS THE SOUTH 50.00 FEET OF THE NORTH 158.00 FEET OF BLOCK 15, MCFARLANE PARK SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B PAGE 5 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

Section 3. The City finds the Parcel to be surplus to its needs and that it is in the public interest to close and vacate the Parcel.

Section 4. The City shall convey by Quit Claim Deed to each abutting record title owner that portion of the vacated Parcel to its centerline and reserving a perpetual easement for utilities.

Section 5. All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

Section 6. If any section, subsection, sentence, clause or phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

Section 7. It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida, and that the sections of this ordinance may be numbered appropriately in order to accomplish such intentions.

[Remainder of this page left blank intentionally.]

Section 8. Effective Date. This ordinance shall become effective upon adoption.

PASSED upon first reading this _____ day of _____ 2022.

NOTICE PUBLISHED on this _____ day of _____ 2022.

PASSED AND ADOPTED on the second and final reading this _____ day of _____ 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney



DEPARTMENT OF GROWTH MANAGEMENT

205 North Marion Avenue

Lake City, FL 32055

Telephone: (386) 719-5766

growthmanagement@lcfla.com

APPLICATION FOR VACATING RIGHT-OF-WAY

PETITION# VRW22-02

1. Name of Petitioner George H. Hudson Jr.

Telephone 386-623-2066

Residence Address 309 SW Lakeview Ave Lake City, FL 32025

Mailing Address 309 SW Lakeview Ave Lake City, FL 32025

THE FOLLOWING IS TO BE ATTACHED SEPERATELY

2. Legal description of road, street, alleyway or portion of the same sought to be vacated.
3. Certification that the petitioner is the owner of fee simple title to the lands abutting at least one side of the right-of-way sought to be vacated.
4. If the petitioner owns the lands abutting only one side of the subject right-of-way, the names, residence and mailing address of the owners of the remaining lands abutting the subject right-of-way.
5. Certification that the right-of-way sought to be vacated is not used by the public and that no person will be denied access to any other lands should the petition be granted.
6. A sketch or drawing containing sufficient information to identify the right-of-way or portion of right-of-way sought to be vacated in relation to adjacent lands and cross streets.
7. Payment to the City of a nonrefundable filing fee of \$400.00.

Signature of applicant

9/15/2022
Date Signed



DEPARTMENT OF GROWTH MANAGEMENT

205 North Marion Avenue

Lake City, FL 32055

Telephone: (386) 719-5766

growthmanagement@lcfla.com

- Sec. 86-96. - Petition—Required.

Prior to vacating any road, street, alleyway or other public right-of-way within the city, the city council shall require the submission of a written petition to vacate, close and abandon such right-of-way, which petition shall include the following:

(1) Name, residence and mailing address of the petitioner.

(2) Legal description of the road, street, alleyway or portion of the same sought to be vacated.

(3) Certification that the petitioner is the owner of fee simple title to the lands abutting at least one side of the right-of-way sought to be vacated.

(4) If the petitioner owns the lands abutting only one side of the subject right-of-way, the names, residence and mailing address of the owners of the remaining lands abutting the subject right-of-way.

(5) Certification that the right-of-way sought to be vacated is not used by the public and that no person will be denied access to any other lands should the petition be granted.

(6) A sketch or drawing containing sufficient information to identify the right-of-way or portion of right-of-way sought to be vacated in relation to adjacent lands and cross streets.

(7) Payment to the city of a nonrefundable filing fee of \$400.00.

(Code 1968, § 23-51)

- Sec. 86-97. - Same—Review.

Upon receipt of a petition complying with the requirements of Section 86-96, the petition shall be reviewed by all proper city departments and public utilities holding franchises from the city, each of which shall determine whether the closing of such street or road would adversely affect the public health, safety or welfare.

(Code 1968, § 23-52)

- Sec. 86-98. - Ordinance to be prepared.

If the city council determines that the proposed street or road closing should be considered further, an appropriate ordinance shall be prepared to vacate the right-of-way, which ordinance shall then be noticed, read and acted upon in accordance with applicable laws of the state.



DEPARTMENT OF GROWTH MANAGEMENT

205 North Marion Avenue

Lake City, FL 32055

Telephone: (386) 719-5766

growthmanagement@lcfla.com

• **Sec. 86-99. - Conditions of vacation.**

Prior to and as a condition to adopting an ordinance vacating a municipal right-of-way, the city shall:

- (1) Cause the subject right-of-way to be appraised by generally accepted appraisal methods and valued at a value comparable to unimproved lands contiguous thereto; and
- (2) Require the payment to the city as a closing charge, the value of the right-of-way as established under this section.

(Code 1968, § 23-54)

• **Sec. 86-100. - Expenses.**

Upon the granting of the petition and the adoption of an ordinance vacating the right-of-way, the petitioner shall pay to the city all expenses incurred in connection therewith including, but not limited to, proof of ownership of adjacent lands, surveyor's fees, appraiser's fees, legal fees and expenses and publication expense. The nonrefundable fee paid to the city as required by section 86-96(7), shall be applied toward the payment of the closing charges and expenses required under this article to be paid by the petitioner.

(Code 1968, § 23-55)

• **Sec. 86-101. - Easements.**

Each ordinance adopted in accordance with this article vacating a municipal right-of-way shall contain a reservation unto the city of a perpetual easement for utilities, unless this requirement is waived or modified by formal action of the city council in open session.

(Code 1968, § 23-56)



DEPARTMENT OF GROWTH MANAGEMENT

205 North Marion Avenue

Lake City, FL 32055

Telephone: (386) 719-5766

growthmanagement@lcfla.com

FOR USE BY THE LAKE CITY GROWTH DEPARTMENT ONLY

Attachments - Checklist

Legal Description ✓ *AW*
Title ✓ *AW*
Other Abutting Land Owners ✓ *AW*

Right-of-Way Cert _____

Sketch/Drawing ✓ *AW*

Payment ✓ *AW*

Review and Initial all Requirements *AW*

Petitioner:

**George H. Hudson Jr.
309 SW Lakeview Ave
Lake City, Fla. 32025
residence and mailing address are the same**

Legal Description:

The south 50.00 feet of the North 158.00 feet of block 15, McFarlane Park Subdivision, a subdivision according to the plat thereof recorded in plat book B, page 5 of the public records of Columbia County, Florida.

Land abutting the subject right away:

**Patricia A Caldwell
339 SW Lakeview Ave
Lake City, Fla. 32025
Mailing Address:
PO Box 2843
Lake City, Fla. 32056**



Columbia County Property Appraiser Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 00-00-00-12601-001 (41141) | SINGLE FAMILY (0100) | 0.316 AC
 W DIV: N 108 FT OF BLOCK 15 MCFARLANE PARK S/D & S1/2 OF SPRING ST LYING E OF SEVENTH ST (NKA SW LAKEVIEW AVE) SAID PORTION OF CLOSED ST LYING N OF &

Owner: HUDSON GEORGE H JR		2022 Working Values			
309 SW LAKEVIEW AVE		Mkt Lnd	\$22,950	Appraised	\$229,361
LAKE CITY, FL 32055		Ag Lnd	\$0	Assessed	\$171,508
Site: 309 SW LAKEVIEW Ave, LAKE CITY		Bldg	\$197,261	Exempt	\$50,000
		XFOB	\$9,150	county:	\$121,508
Sales		Just	\$229,361	city:	\$121,508
4/26/2012 \$100 I(U)				other:	\$0
12/15/2004 \$100 I(U)				school:	\$146,508
Info					
12/22/2003 \$100 I(U)					

NOTES:



This information was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. GrizzlyLogic.com



0 73 146 219 292 365 438 511 584 657 730 ft

Columbia County Property Appraiser Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 00-00-00-12601-000 (41140) | MUNICIPAL IMP-EX (8900) | 0.552 AC
 W DIV: ALL BLOCK 15 MCFARLANE PARK S/D & N1/2 OF SPRING ST, EX N 108 FT OF BLK 15 & EX S1/2 OF SPRING ST AS LIES E OF SEVENTH ST (NKA SW LAKEVIEW AVE)

Owner: CITY OF LAKE CITY
 205 N MARION AVE
 LAKE CITY, FL 32055

Site:
Sales Info NONE

		2022 Working Values	
Mkt Lnd	\$31,238	Appraised	\$31,238
Ag Lnd	\$0	Assessed	\$31,238
Bldg	\$0	Exempt	\$31,238
XFOB	\$0	Total	county:\$0 city:\$0
Just	\$31,238	Taxable	other:\$0 school:\$0

NOTES:



This information, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office.

GrizzlyLoglc.com

HOME

Record Search Search Results Parcel Details GIS Map



Tools

- ▶ MEASURE OUTPUT
- ▶ SAVE MAP IMAGE
- ▶ PRINT MAP

Paper Size: 8.5 x 11 Show map center outline

Paper Orientation: Portrait

Highlight Current Parcel: (if any)
 Outline Color Fill Label

Notes for Title Block: (optional)

Print Preview / Send to Printer

Please read Printer Settings below

Printer Settings

- You must set the same Paper Size and Orientation in the system Printer Dialog box to match the settings above.
- For best results: Use your printer's minimum margin setting (0.5" on sides and top). You may need to test several margins settings for your specific printing device.
- Turn off any "Shrink to Fit" option or set scale factor to 100%

DISCLAIMER:

- Web browsers are not designed to print maps to scale, this site makes no guarantee of the accuracy of the final product.
- Please do not use this website to obtain printed maps to scale.



▼ OPTIONS

- Show Scalebar
- Auto-hide PRINT panel
- Show Zoom IN/OUT menu icons

M. S. MARIAN S. HUDSON, JR.
1234 5th Street, Lake City, FL 32165

MARIAN S. HUDSON, JR.
1234 5th Street, Lake City, FL 32165
M. S. MARIAN S. HUDSON, JR.
1234 5th Street, Lake City, FL 32165

FILED BY THE CLERK OF COURTS
COLUMBIA COUNTY, FLORIDA
DATE: 5/9/2012

CORRECTIVE WARRANTY DEED

THIS INSTRUMENT made this 26 day of April, 2012 between MARIAN S. HUDSON, as Trustee of the George H. Hudson, Sr. Living Trust and as Trustee of the Marian S. Hudson Living Trust, whose address is P.O. Box 2499, Lake City, Florida 32165, party of the first part, and GEORGE H. HUDSON, JR., whose address is 709 SW Lakewood Avenue, Lake City, Florida 32165, party of the second part.

WITNESSETH

WHEREAS GEORGE H. HUDSON, SR. and his wife MARIAN S. HUDSON, conveyed the real property more particularly described below (the "Property") to George H. Hudson, Sr. by that certain Warranty Deed dated December 15, 2004, and recorded as Official Records Book 1033, Page 547 of the public records of Columbia County, Florida ("Original Deed") and

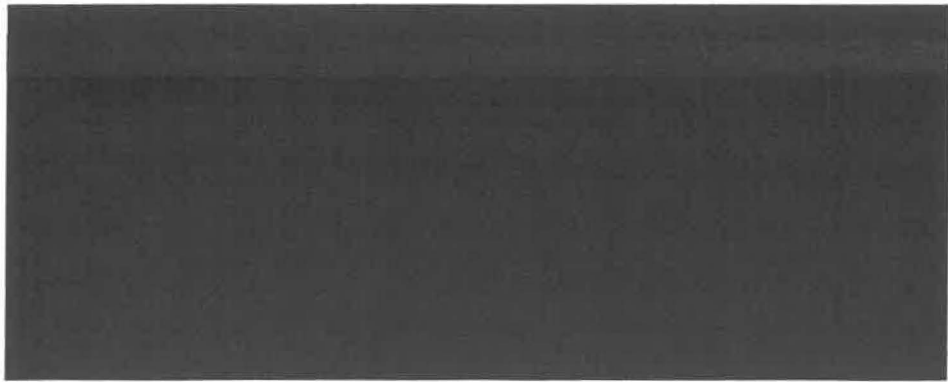
WHEREAS due to scrivener's error, the Original Deed set forth the name of the grantor therein as George H. Hudson, Sr. and his wife, Marian S. Hudson rather than George H. Hudson, Sr. as Trustee of the George H. Hudson, Sr. Living Trust as to a 50% interest and Marian S. Hudson as Trustee of the Marian S. Hudson Living Trust as to a 50% interest and further omitted certain statements regarding trustee powers; and

WHEREAS GEORGE H. HUDSON, SR. died on October 30, 2011, as a result of his death, MARIAN S. HUDSON became the sole Trustee of the George H. Hudson, Sr. Living Trust; and

WHEREAS, the said party of the first part desires to clear up any cloud which may exist on the title to the Property in the party of the second part by reason of such scrivener's errors and to convey to the party of the second part the Property;

NOW THEREFORE, the said party of the first part, in consideration of love and affection has granted, bargained, and conveyed to the said party of the second part, his heirs, successors and assigns forever, the following described lands, situate, lying and being in Columbia County, Florida, to wit:

Lot North 100 feet of Block 15, McFARLANE PARK SUBDIVISION, a subdivision according to the plat thereof recorded in Plat Book B, Page 507 of the Public Records of Columbia County, Florida.



ALSO

The South End Spring Street (being East of Seventh Street) Block Avenues in
MARIANE SUBDIVISION

Real State Assessment No. 0000001260000

Subject to covenants, restrictions, easements, mortgages and all other encumbrances of
record and taxes assessed subsequent to December 31, 2011, provided, however, this reference
will not serve to reimpose any such covenants, restrictions or easements.

MARIAN S. HUDSON, hereby certifies that the above described property does not
constitute her constitutional homestead as made and provided by the laws of the State of Florida.

TO HAVE AND TO HOLD for same together with all and singular the appurtenances
hereunto in anywise appertaining, to the estate, right, title, interest, here, equity and
claim whatsoever of the said party of the first part, either in law or equity, to the only property
within and below of the said party of the second part, his successors and assigns forever.

IN WITNESS WHEREOF, the undersigned, has hereunto set her hand and seal the day and
year first above written.

Signed and Sealed in Our
Presence:

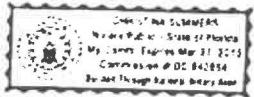
Notary: [Signature]
Print Name: [Name]

[Signature]
MARIAN S. HUDSON, TTE
Trustee of the George H. Hudson, Sr.
Living Trust and as Trustee of the
Marian S. Hudson Living Trust

Sign: [Signature]
Print Name: RICHARD GREEN

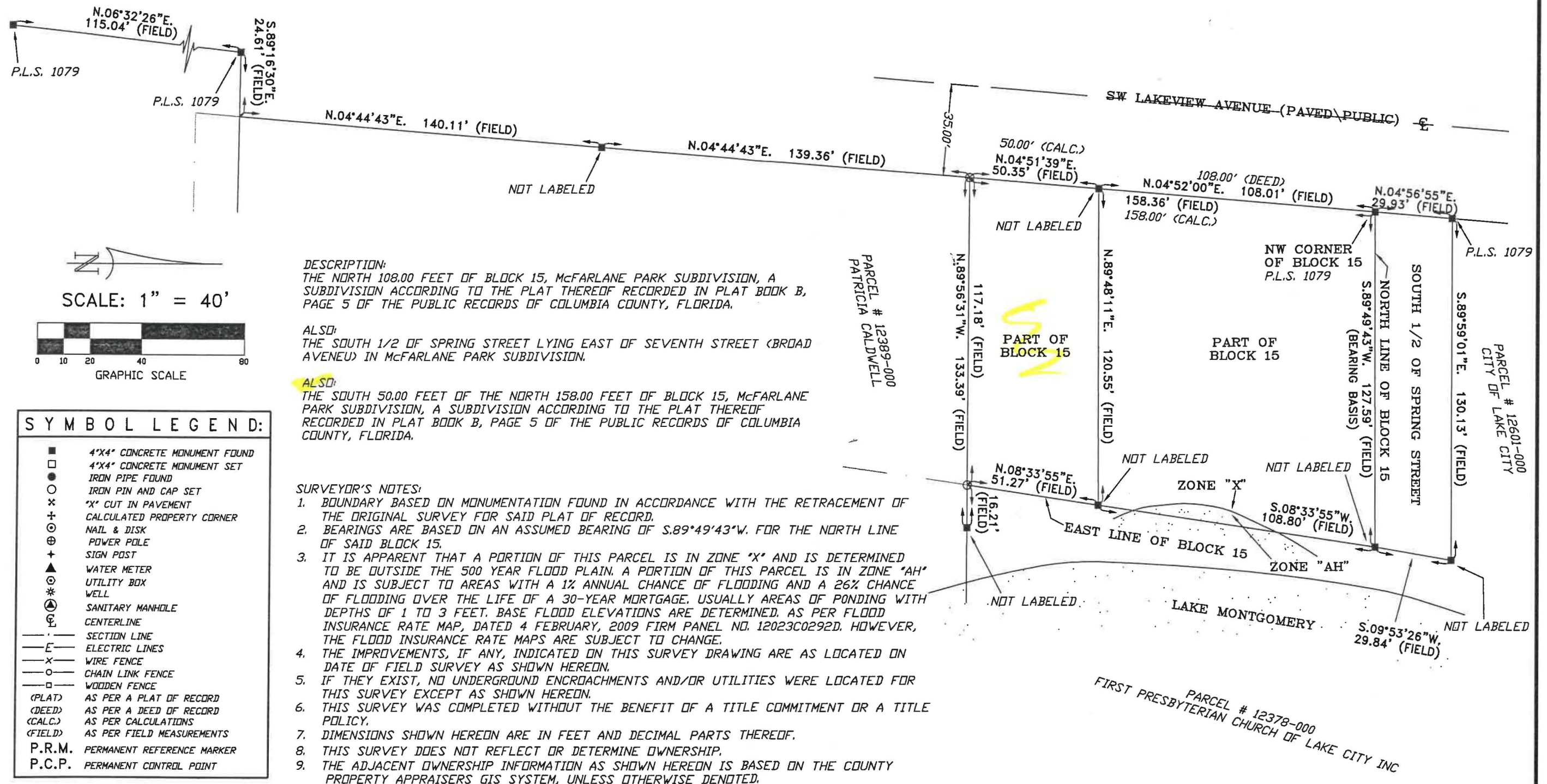
STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 26 day of April
2012, by MARIAN S. HUDSON, as Trustee of the George H. Hudson, Sr. Living Trust and as
Trustee of the Marian S. Hudson Living Trust, NOTARY PUBLIC STATE OF FLORIDA, who is
personally known to me or [] who has produced a current [State] []
driver's license as identification.

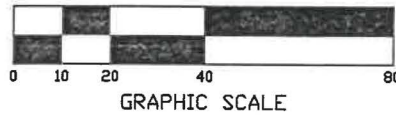


[Signature]
Notary: [Name]
NOTARY PUBLIC, State of Florida
Commission Number: 012592254

BOUNDARY SURVEY IN SECTION 31, TOWNSHIP 3 SOUTH,
RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.



SCALE: 1" = 40'



SYMBOL LEGEND:

■	4"x4" CONCRETE MONUMENT FOUND
□	4"x4" CONCRETE MONUMENT SET
●	IRON PIPE FOUND
○	IRON PIN AND CAP SET
×	"X" CUT IN PAVEMENT
+	CALCULATED PROPERTY CORNER
⊙	NAIL & DISK
⊕	POWER POLE
+	SIGN POST
▲	WATER METER
⊙	UTILITY BOX
*	WELL
⊙	SANITARY MANHOLE
⊕	CENTERLINE
---	SECTION LINE
-E-	ELECTRIC LINES
-x-	WIRE FENCE
-o-	CHAIN LINK FENCE
-□-	WOODEN FENCE
(PLAT)	AS PER A PLAT OF RECORD
(DEED)	AS PER A DEED OF RECORD
(CALC.)	AS PER CALCULATIONS
(FIELD)	AS PER FIELD MEASUREMENTS
P.R.M.	PERMANENT REFERENCE MARKER
P.C.P.	PERMANENT CONTROL POINT

DESCRIPTION:
THE NORTH 108.00 FEET OF BLOCK 15, McFARLANE PARK SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 5 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

ALSO:
THE SOUTH 1/2 OF SPRING STREET LYING EAST OF SEVENTH STREET (BROAD AVENUE) IN McFARLANE PARK SUBDIVISION.

ALSO:
THE SOUTH 50.00 FEET OF THE NORTH 158.00 FEET OF BLOCK 15, McFARLANE PARK SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 5 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- BOUNDARY BASED ON MONUMENTATION FOUND IN ACCORDANCE WITH THE RETRACEMENT OF THE ORIGINAL SURVEY FOR SAID PLAT OF RECORD.
- BEARINGS ARE BASED ON AN ASSUMED BEARING OF S.89°49'43"W. FOR THE NORTH LINE OF SAID BLOCK 15.
- IT IS APPARENT THAT A PORTION OF THIS PARCEL IS IN ZONE "X" AND IS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN. A PORTION OF THIS PARCEL IS IN ZONE "AH" AND IS SUBJECT TO AREAS WITH A 1% ANNUAL CHANCE OF FLOODING AND A 26% CHANCE OF FLOODING OVER THE LIFE OF A 30-YEAR MORTGAGE. USUALLY AREAS OF PONDING WITH DEPTHS OF 1 TO 3 FEET. BASE FLOOD ELEVATIONS ARE DETERMINED, AS PER FLOOD INSURANCE RATE MAP, DATED 4 FEBRUARY, 2009 FIRM PANEL NO. 12023C0292D. HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
- THE IMPROVEMENTS, IF ANY, INDICATED ON THIS SURVEY DRAWING ARE AS LOCATED ON DATE OF FIELD SURVEY AS SHOWN HEREON.
- IF THEY EXIST, NO UNDERGROUND ENCROACHMENTS AND/OR UTILITIES WERE LOCATED FOR THIS SURVEY EXCEPT AS SHOWN HEREON.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR A TITLE POLICY.
- DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.
- THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
- THE ADJACENT OWNERSHIP INFORMATION AS SHOWN HEREON IS BASED ON THE COUNTY PROPERTY APPRAISERS GIS SYSTEM, UNLESS OTHERWISE DENOTED.

CERTIFIED TO:

GEORGE H. HUDSON JR.

FIELD BOOK: 383 PAGE(S): 35

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES.

06/28/22 07/08/22
FIELD SURVEY DATE DRAWING DATE

L. SCOTT BRITT, P.S.M.
CERTIFICATION # 5757

NOTE: UNLESS IT BEARS THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



BRITT SURVEYING & MAPPING, LLC

LAND SURVEYORS AND MAPPERS, L.B. # 8016

1438 SW MAIN BLVD, LAKE CITY, FLORIDA 32025

(386)752-7163 FAX (386)752-5573

www.brittsurvey.com

WORK ORDER # L-28678

File Attachments for Item:

7. City Council Resolution No. 2022-111 - A resolution of the City Council of the City of Lake City, Florida authorizing the acceptance of a utility easement from TWAS Properties LLC; providing for the relocation of an existing sewer gravity main and sanitary sewer manhole; and providing for an effective date. (Tidal Wave Auto Spa/TWAS)

CITY COUNCIL RESOLUTION NO. 2022-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE ACCEPTANCE OF A UTILITY EASEMENT FROM TWAS PROPERTIES LLC; PROVIDING FOR THE RELOCATION OF AN EXISTING SEWER GRAVITY MAIN AND SANITARY SEWER MANHOLE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida, (hereinafter the "City"), has identified a need for a utility easement to relocate an existing sewer gravity main and sanitary sewer manhole along the boundary line of a piece of real property identified by the Columbia County Property appraiser as Parcel ID 35-3S-16-02573-004, (hereinafter the "Property"); and

WHEREAS, TWAS Properties LLC (hereinafter "TWAS") is the owner of the aforementioned Property and the City has requested that TWAS grant a public utility easement to the City; and

WHEREAS, in return for granting a public utility easement to the City, the City shall assume the ownership and maintenance of said utilities up to the property line of the aforementioned Property; and

WHEREAS, TWAS has agreed to convey a utility easement, a copy of which is attached hereto, to the City and the City Council finds that it is in the best interests of the City to accept the grant of the utility easement deed a copy of which is attached hereto and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to accept the grant of a utility easement deed from TWAS for the purpose of relocating an existing sewer gravity main and sanitary sewer manhole.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED a meeting of the City Council this ____ day of October 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

Return to:
City of Lake City, Florida
Attn: City Clerk
205 N. Marion Ave
Lake City, Florida 32055

WARRANTY DEED FOR UTILITY EASEMENT

THIS INDENTURE, made this ____ day of _____, 2022, by TWAS PROPERTIES LLC who has a mailing address of 115 East Main Street, Thomaston, Georgia 30286, (hereinafter the “Grantor”), grants, conveys, and warrants unto City of Lake City, Florida, a municipal corporation organized under the laws of the State of Florida, which has a mailing address of 205 N. Marion Avenue, Lake City, Florida 32055, (hereinafter the “Grantee”).

WITNESSETH:

That Grantor, for and in consideration of the mutual obligations herein contained, and other valuable consideration, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, its successors and assigns, an easement on, over, under, and across real property in Columbia County, Florida, described in “Exhibit A” attached hereto and incorporated herein (the “Property”).

Grantor hereby warrants and covenants, (a) that it is the owner of the fee simple title to the premises in which the above described Property is located, (b) that it has full right and lawful authority to grant and convey this easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use, and enjoyment of the Property as to Grantor’s interest.

Grantor and Grantee acknowledge and agree that the Grantee shall be entitled to alter the easement for the purpose of relocating an existing sewer gravity main and sanitary sewer manhole, together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the Property to the Grantee, its successors and assigns, for the purpose of exercising its rights provided for herein.

Grantor hereby covenants and agrees that no buildings, structures or obstacles shall be located, constructed, excavated or created within the Property. If the Property is fenced, Grantor shall install gates of sufficient width to allow for trucks and equipment to have ready access to Grantee’s Property. If the gates are locked, Grantor shall provide Grantee with keys. If

signs are placed upon the Property, they shall be erected in a manner so as not to interfere with the purposes of the Property. If Grantor's future orderly development of Grantor's adjacent premises is in physical conflict with Grantee's Property, Grantee shall, within sixty (60) days after receipt of written request from Grantor, relocate Grantee's Property to another mutually agreed upon Property in Grantor's premises, provided that such relocation is feasible based upon general accepted engineering principles, and provided that prior to the relocation of Grantee's Property: (a) Grantor shall pay to Grantee the full expected cost of the relocation as estimated by Grantee, and (b) Grantor shall execute and deliver to Grantee an acceptable and recordable easement to cover the relocated facilities. Upon completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by such relocation.

[remainder of this page intentionally left blank]

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed under seal on the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

TWAS PROPERTIES LLC

Witness' Signature

Print Name

By: _____
Scott S Blackstock, Chief Executive
Officer

Witness' Signature

Print Name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of ____ physical presence or ___ online notarization, this _____ day of _____, 2022 by SCOTT S BLACKSTOCK, who is personally known to me or produced _____ as identification.

Notary Public – Signature

Notary Name - Printed

EXHIBIT A

Parcel#02573-004

Easement Description:

COMMENCE at the point where the southeast corner at Lot "B" BROOKSIDE SUBDIVISION a subdivision according to the plat thereof, as recorded in Plat Book 3, Page 45, of the Public Records of Columbia County, Florida intersects the Northerly right-of-way line of State Road No. 10 (U.S. Highway 90) as now exists, thence North $03^{\circ} 17' 26''$ East for a distance 274.19 feet to the **POINT OF BEGINNING**; thence S $47^{\circ} 25' 37''$ W a distance of 71.51 feet; thence, N $87^{\circ} 24' 37''$ W for a distance of 59.55 feet; thence, N $32^{\circ} 47' 46''$ W for a distance of 82.67 feet; thence, N $73^{\circ} 34' 51''$ W for a distance of 16.97 feet; thence, N $06^{\circ} 35' 59''$ E for a distance of 30.45 feet; thence, S $73^{\circ} 34' 51''$ E for a distance of 33.31 feet; thence, S $32^{\circ} 47' 46''$ E for a distance of 78.33 feet; thence, S $87^{\circ} 24' 37''$ E for a distance of 31.59 feet; thence, N $47^{\circ} 25' 37''$ E for a distance of 89.96 feet; thence, S $03^{\circ} 17' 26''$ W for a distance of 43.08 feet to the **POINT OF BEGINNING**.

Containing 0.16 acres, more or less.

SKETCH AND LEGAL DESCRIPTION
OF NEW 30 FOOT WIDE UTILITY EASEMENT
LOCATED AT PARCEL 2 AT LOT "B"
BROOKSIDE SUBDIVISION

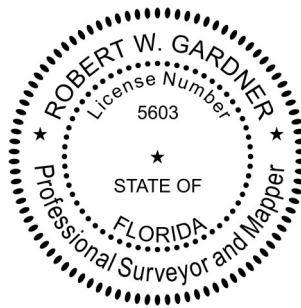
SURVEYOR'S DESCRIPTION:

COMMENCE at the point where the southeast corner at Lot "B" BROOKSIDE SUBDIVISION a subdivision according to the plat thereof, as recorded in Plat Book 3, Page 45, of the Public Records of Columbia County, Florida intersects the Northerly right-of-way line of State Road No. 10 (U.S. Highway 90) as now exists, thence North 03° 17' 26" East for a distance of 274.19 feet to the **POINT OF BEGINNING**; thence S 47° 25' 37" W a distance of 71.51 feet; thence, N 87° 24' 37" W for a distance of 59.55 feet; thence, N 32° 47' 46" W for a distance of 82.67 feet; thence, N 73° 34' 51" W for a distance of 16.97 feet; thence, N 06° 35' 59" E for a distance of 30.45 feet; thence, S 73° 34' 51" E for a distance of 33.31 feet; thence, S 32° 47' 46" E for a distance of 78.33 feet; thence, S 87° 24' 37" E for a distance of 31.59 feet; thence, N 47° 25' 37" E for a distance of 89.96 feet; thence, S 03° 17' 26" W for a distance of 43.08 feet to the **POINT OF BEGINNING**.


Containing 0.16 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on Easterly Boundary Line being North 03°17'26" East.
2. I hereby certify that the "Sketch and Legal Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

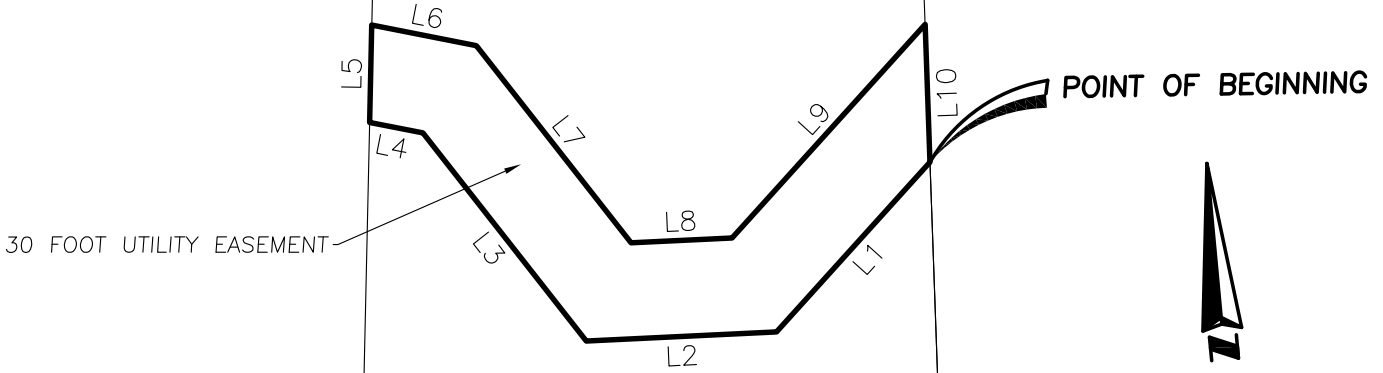


SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
8641 Baypine Road, Suite 5
Jacksonville, Florida 32256
(904) 737-5990
e-mail: info@southeasternsurveying.com

SKETCH AND DESCRIPTION	Date: N/A JLVM		Certification Number LB2108 67207002
	Job Number: 67207	Scale: 1" = 60'	 Robert W Gardner <small>Digitally signed by Robert W Gardner DN: c=US, o=Florida, dnQualifier=A01410D00000179CC B05D8C000164B9, cn=Robert W Gardner Date: 2022.09.06 11:34:39 -04'00'</small>
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		<small>ROBERT W. GARDNER REGISTERED LAND SURVEYOR No. 5603</small>

SKETCH OF DESCRIPTION
 A PROPOSED 30 FOOT WIDE UTILITY EASEMENT
 LOCATED AT LOT "B"
 PER PLAT BOOK 3, PAGE 45
 BROOKSIDE SUBDIVISION

LOT "B"
 BROOKSIDE SUBDIVISION
 PLAT BOOK 3, PAGE 45



30 FOOT UTILITY EASEMENT

PID# 35-3S-16-02573-003
 OWNER: THOMAS-BAIN INC

PID# 35-3S-16-02573-001
 OWNER: NELSON LIVING TRUST

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S47°25'37"W	71.51'
L2	N87°24'37"W	59.55'
L3	N32°47'46"W	82.67'
L4	N73°34'51"W	16.97'
L5	N06°35'59"E	30.45'
L6	S73°34'51"E	33.31'
L7	S32°47'46"E	78.33'
L8	S87°24'37"E	31.59'
L9	N47°25'37"E	89.96'
L10	S03°17'26"W	43.08'

N03°17'26"E 274.19'

STATE ROAD NO. 10 (US HIGHWAY 90)
 RIGHT OF WAY VARIES
 PER FLORIDA DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP SECTION 29010-2549



SSMCTM
 SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING
 AND MAPPING CORPORATION
 8641 Baypine Road, Suite 5
 Jacksonville, Florida 32256
 (904) 737-5990

Certification Number LB2108
 e-mail: info@southeasternsurveying.com

Drawing No. 67207002
 Job No. 67207
 Date: N/A
 SHEET 2 OF 2
 See Sheet 1 for Description

THIS IS NOT A SURVEY.
 NOT VALID WITHOUT SHEET 1 THROUGH 2

File Attachments for Item:

8. City Council Resolution No. 2022-119 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Four to the continuing contract with Gmuer Engineering, LLC; providing for an application for a permit for the maintenance of an existing drainage ditch at Evergreen Drive; providing for a cost not-to exceed \$4,700.00; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2022-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER FOUR TO THE CONTINUING CONTRACT WITH GMUER ENGINEERING, LLC; PROVIDING FOR AN APPLICATION FOR A PERMIT FOR THE MAINTENANCE OF AN EXISTING DRAINAGE DITCH AT EVERGREEN DRIVE; PROVIDING FOR A COST NOT-TO-EXCEED \$4,700.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with Gmuer Engineering, LLC (hereinafter “Gmuer”), as authorized by City Council Resolution No. 2021-179 with respect to engineering and consulting services for City projects; and

WHEREAS, the Continuing Contract provides that Gmuer shall perform services to the City only when requested and authorized in writing by the City, and that each request for services shall be for a specific project with the scope of the work to be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City Council desires to enter into Task Assignment Number Four to its Continuing Contract with Gmuer for permitting services for the maintenance of an existing drainage ditch at Evergreen Drive, along with additional services, all of which are identified in the terms and conditions of Task Assignment Number Four, a copy of which is attached hereto and made a part of this resolution and the Continuing Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are made a part of this resolution.

Section 2. The City Council hereby authorizes the execution of Task Assignment Number Four with Gmuer for the professional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Four as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Gmuer to exceed the pricing referenced herein. The Mayor is authorized and directed to execute and deliver Task Assignment Number Four in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Gmuer shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of October 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

TASK ASSIGNMENT FOUR TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND GMUER ENGINEERING, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE PERMITTING FOR MAINTENANCE OF AN EXISTING DRAINAGE DITCH LOCATED AT EVERGREEN DRIVE.

THIS TASK ASSIGNMENT NUMBER FOUR is made and entered into this ____ day of October 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as the "City") and GMUER ENGINEERING, LLC, a Florida limited liability company, having a mailing address of 1135 NW 23rd Ave, Suite G, Gainesville, Florida 32609 (hereinafter referred to as "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional services as authorized by City Council Resolution No. 2021-179 (the "Continuing Contract").

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City desires to apply for a permit for the maintenance of a drainage ditch located at Evergreen Drive, and desires to enter into Task Assignment Number Four with Consultant for such services pursuant to the terms and conditions contained in Exhibit A, attached hereto, (hereinafter the "Services").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of Task Assignment Number Four.
2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the Services identified in Exhibit A.
3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for each of the five (5) services listed in Exhibit A and the total projected cost of the project shall not exceed \$4,700.00. Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.
4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in and made a part of this Task Assignment and shall be binding on, and complied with by, the Consultant.
5. **ATTORNEYS' FEES AND COSTS**. In the event of breach by either party of the Continuing Contract or Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or Task Assignment Number Four, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Number Four and the Continuing Contract constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachments hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number Four may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number Four shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

8. **EXECUTION IN COUNTERPARTS AND AUTHORITY TO SIGN.** This Task Assignment, any amendments, or change orders related to the Task Assignment, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Four as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

GMUER ENGINEERING, LLC

By: _____
Christopher A Gmuer
Authorized Member - President

MEETING DATE
10/17/2022

CITY OF LAKE CITY

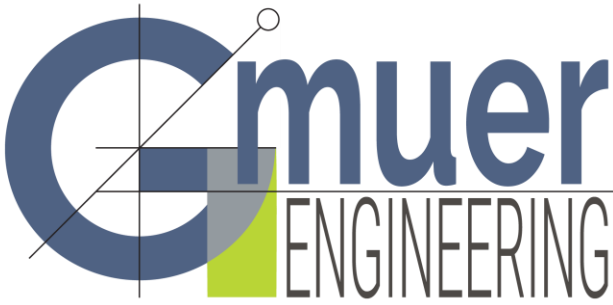
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Engineering for ditch maintenance - Evergreen Drive

DEPT / OFFICE: Public Works

Originator: Steve Brown		
City Manager Paul Dyal	Department Director Steve Brown	Date 9/21/2022
Recommended Action: Proceed with the engineering as recommended and provide a task assignment.		
Summary Explanation & Background: While attempting to complete maintenance on the drainage ditch located at 508 Evergreen the city performed work that was viewed as exceeding our permit issued by SRWMD. After a field inspection with SRWMD they have requested an additional permit to complete the restoration and maintenance on the project.		
Alternatives: None		
Source of Funds: 001-15-541-030.31		
Financial Impact: Approximately \$4,7000		
Exhibits Attached: Please see attached		



September 9, 2022

Owner: Lake City
Stephen Brown, Director

Re: 508 Evergreen Drainage Restoration

Dear Stephen,

Thank you for the opportunity to submit this proposal for professional services. The project scope and services are listed below and our standard agreement for professional services is attached for your signature. Contact us if you have any questions or would like changes made to this proposal. When returning the signed agreement, please indicate whether we should proceed immediately or wait for future direction. We look forward to working with you.

Project understanding and scope:

The City began to perform maintenance of an existing drainage ditch located within a 40ft drainage and utility ROW that runs between lots 9 and 10 of Block 12 of the Forest Hills Unit One subdivision. The City was interrupted and notified by SRWMD staff of the need to apply for a permit with the District. A previous general permit was issued in 1999 for similar maintenance on this same ditch under SRWMD ERP 206504-1. The City would like to complete the maintenance on the ditch in a way that would comply with any allowances FAC would allow. The SRWMD staff have responded that the maintenance operations should be processed as an exemption under 62-330.051(15) if it is the intent of the City to reconstruct or restore the existing conveyance system. If so, there is an official request for exemption determination with appropriate documentation to demonstrate compliance with the criterial.

To facilitate the project, Gmuer Engineering, LLC (GmuerEng) will complete due diligence of the permitting history of the drainage right-of-way, complete a site visit, review the exception criteria discussed by SRWMD, prepare applicable justification letter and exhibits in support of an exemption request, submit the exception request to the Suwannee River Water Management District (SRWMD), supply the permit and parameters of the work to the City, and complete a site visit at the substantial completion of activities and notify the SRWMD. The services are more specifically outlined in the following sections.

GmuerEng has not included the following services in this proposal:

- Preparation of engineered site plans, scaled plans, etc.
- Evaluation of the presence or impacts of any listed species or any other environmental features

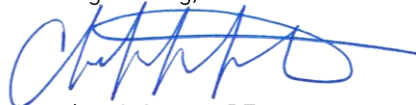
Other conditions of this proposal:

- Parameters provided by GmuerEng are approximate. Any resulting costs are the responsibility of the City.
- The following costs will be billed as direct reimbursable to the City:
 - All printing, shipping, and materials costs for submittals, response to comments, etc.
- Owner is responsible for supplying all permitting fees, impact fees, connection fees, etc.
- Additional services may be required for changes made after reviewing agency approval.

Fee: To be invoiced in portions based upon Engineer's estimate of services completed. Each task and its associated fee are outlined below. See the attached agreement for details.

\$300	Due diligence of the Permitting History
\$500	Site meeting with SRWMD and City Staff
\$2,000	Prepare Exemption Application Package with justification letter and applicable schematic exhibits
\$1,400	Permitting the Exception Determination with the SRWMD and Respond to Comments
\$500 per Visit	Once at the substantial completion of activities and as requested by City

Sincerely,
Gmuer Engineering, LLC



Christopher A Gmuer, PE
President

File Attachments for Item:

9. City Council Resolution 2022-120 - A resolution of the City Council of the City of Lake City, Florida, declaring certain property owned by the City to be either surplus to its needs and sold at public notice sale, or determined to be obsolete, non-serviceable, or beyond economic repair pursuant to and in accordance with the provisions and requirements of Section 2-183 of the City Code; authorizing the City to remove such surplus property when sold or disposed of from the fixed assets of the City.

CITY COUNCIL RESOLUTION NO. 2022-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, DECLARING CERTAIN PROPERTY OWNED BY THE CITY TO BE EITHER SURPLUS TO ITS NEEDS AND SOLD AT PUBLIC NOTICED SALE, OR DETERMINED TO BE OBSOLETE, NON-SERVICEABLE, OR BEYOND ECONOMIC REPAIR PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS AND REQUIREMENTS OF SECTION 2-183 OF THE CITY CODE; AUTHORIZING THE CITY TO REMOVE SUCH SURPLUS PROPERTY WHEN SOLD OR DISPOSED OF FROM THE FIXED ASSETS OF THE CITY.

WHEREAS, the City of Lake City, Florida (hereinafter the "City"), owns items of property (hereinafter the "Property") described and attached hereto as "Exhibit A", that are no longer used by the City and no reasonable use for the Property exists; and

WHEREAS, the City Manager has determined that no other departments of the City have any use for the Property and requests the City Council find such Property to be surplus to the needs of the City; and

WHEREAS, the City Council finds that the Property is surplus to the needs of the City and that the value of the Property is greater than six thousand dollars and zero cents (\$6,000.00) and should be sold only to the highest responsible bidder or bidders following proper publication of notice pursuant to Section 2-183 of the City Code or advertised on the electronic medium during the time of publication of notice; and

WHEREAS, the City Council also finds that if any portion of Property is determined to be obsolete, non-serviceable, or beyond economic repair, the City is authorized to dispose of such items; and

WHEREAS, the City Council finds that if the Property is sold or disposed of as provided for herein and pursuant to Section 2-183 of the City Code, the Property shall be removed from the Fixed Assets of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The Property described on "Exhibit A", attached hereto, is hereby declared surplus to the City's needs.

Section 3. Following proper notice of publication, the City is hereby authorized to either sell the Property to the highest bidder or bidders, including electronic bids, or dispose of any item determined to be obsolete, non-serviceable, or beyond economic repair.

Section 4. The City is hereby authorized to remove the Property from its Fixed Assets whether sold or disposed of.

[The remainder of the page was left blank intentionally.]

Section 5. Effective Date. This resolution is effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council on the ____ day of October, 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

FIXED ASSET SURPLUS LIST
As of September 30, 2022

FUND	DEPT	ASSET #	DESCRIPTION	ACQ. DATE	COST	S/N-VIN	DISPOSITION
General	Police		73 misc. seats from various makers	N/A	N/A		Sell
General	Police	5127	Ford Explorer 2010 XLT	12/1/2009	19,999.00	1FMEU6DE2AUJA30142	Sell
General	Police	5291	GMC Savana Van 2011	2/18/2011	29,564.00	1GJZ7ZGXB1133432	Sell
General	Police	5128	2010 Ford Explorer XKT	12/1/2009	19,999.00	1FMEU6DE4AUJA30143	Sell
General	Police	5108	2010 Ford Explorer	12/1/2009	19,999.00	1FMEU6DE8AUJA30145	Sell
General	Police	5602	2013 Ford Expedition	3/31/2013	34,580.00	1FMJU1F52DEF35207	Sell
General	Police	5604	2013 Ford Expedition	3/31/2013	34,580.00	1FMJU1F54DEF35205	Sell
General	Airport	6043	Ford Fusion 4 dr Sedan 2011	4/12/2016	4,817.46	3FAHP0HG9BR257392	Sell
General	Airport	3745	Tractor 85 HP Cab - Massey Ferguson	4/25/2003	33,764.85	M07519	Sell
General	Airport	6348	Ground Power Unit MAK trailer mount	5/22/2018	35,750.00		Sell
General	Growth Man.		Brown Metal Filing Cabinet 4 drawers	N/A	N/A		Dispose
General	Public Works	2733	Dozer 750C John Deere Crawler	4/18/1996	109,000.00	T0750CX812153	Sell
General	Public Works	5624	Excavator Telescopic w/Back Fill Blade	5/23/2013	139,500.00	3300000696	Sell
General	IT		Misc. Radio Equipment	N/A	N/A		Sell
W/S	WTP		Utility Trailer	5/1/1998	568.50	D1071934	Sell
W/S	WTP		Ice Maker	N/A	N/A	508720B	Dispose
W/S	WTP		9 Pole Lights 150 watt	N/A	N/A		Dispose
W/S	WTP		Whirlpool Refrigerator 14 cubic feet	N/A	N/A	V550233556	Dispose
W/S	D & C	3043	Ford F800 Truck/Crane	10/9/1997	57,941.00	1FDWFF80C0WVA28809	Sell
W/S	D&C	4891	Sullair 185 Towable Air Compressor E443	6/18/2008	11,984.00	20085200088	Sell
W/S	Customer Service		Sensus Handheld Device	N/A	N/A		Dispose
Natural Gas	Gas		Miscellaneous Inventory	Various			Sell

**CITY OF LAKE CITY
ASSET DISPOSITION REQUEST**

Department: Police Date Completed: 9-8-21

Identify Asset: _____

Description of Asset (complete all applicable items)
Make: 73 misc. seats from various makes +
Model: models, + various years.
Color: _____
Size: _____

Serial Number (if applicable): N/A

Other Information (if available)
Date purchased: _____
Who purchased from: N/A
Cost (original): \$ _____

Disposition:
Reason: Seats are factory installed, then removed by vendor during upfit. Lake City Police Dept has no need for the seats. Enterprise does not want them returned.
Fair Market Value \$: _____
Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

Department Head Signature: [Signature] Date: 9/8/21

Assistant Finance Director: Donna Duncan Date: 9/9/22

CITY MANAGER USE ONLY

City Manager Approval Signature: [Signature] Date: 9/14/21

Revised 10-26-10

**CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST**

Department: Police Date Completed: 7-30-21

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: 50005127

Description of Asset (complete all applicable items)
Make: 2010 Ford
Model: Explorer
Color: Blk
Size: _____
Vehicle #: 1
Serial Number (if applicable): 1FMEU6DE2AUA30142

Other Information (if available)
Date purchased: 12/01/2009
Who purchased from: Rowtree-Moore Ford
Cost (original): \$ 19,999.00

Disposition:
Reason: end of life
Fair Market Value \$: 3,700 - 5,300 Good 105,000
Method used to determine fair market value: Kelly Blue Book

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: Cheryl W. Moore Date: 8/4/21

Assistant Finance Director: Donna Duncan Date: 9/9/22

CITY MANAGER USE ONLY

Submit to City Council for approval: Yes No Council Approval: _____

City Manager Approval Signature: [Signature] Date: 9/9/21

City of Lake City Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
5127	EQUIP-EQUIP-GEN Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes	FORD EXPLORER 2010 XLT Responsible Organization: 001.11.521 - General Fund, Police, Law Enforcement G/L Distribution Profile: Equipment Public Safety Capitalization Date: 12/01/2009 Depreciation Status: Fully Depreciated Depreciation Method: Straight Line Asset Life in Months: 60	11 - Police	12/01/2009	\$19,999.00

Adjustments: \$0.00
 Depreciation: \$19,999.00
 Net Book Value: \$0.00
 Estimated Salvage Value: \$0.00
 Depreciable Base: \$0.00

Inactive Reason:
 Asset Special Use: None
 Method of Acquisition: Purchase-New
 Original Acreage: 0.0000
 Responsible Employee: Koon, Denise Kilpatrick
 Assigned To Employee:
 General Location: Police
 Specific Location: Fleet
 Insurance Policy:
 Lease Contract:

Manufacturer: Serial Number
 Model Number: FORD
 Serial Number: 1FMEU6DE2AJA30142
 Model Year: 2010
 Warranty Expiration Date:
 Barcode Number:
 Badge Number:
 Vehicle License Number:
 Vehicle License Plate Type:
 Vehicle License Expiration Date:

Transactions: Status	Date	Type	Amount	Comments
Posted	12/02/2015	Record Depreciation	(\$666.64)	
Posted	05/29/2015	Record Depreciation	(\$19,332.36)	
Posted	12/01/2009	Record Asset	\$19,999.00	

Status Changes: Effective Date	Status	Change Type	Changed By User	Change Date	By Physical Inventory
09/30/2015	Depreciation Status		Denise Koon	12/03/2015	
12/01/2009	Purchase Recorded		Denise Koon	05/22/2015	
12/01/2009	Initializa Values		conversion	12/01/2009	

Grand Total: 1 Asset \$19,999.00

**CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST**

Department: Police Date Completed: 8-4-21

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: 00005291

Description of Asset (complete all applicable items)
Make: 2011 GMC
Model: Savannah Van
Color: White
Size: _____
Vehicle #: 71GJZ7ZFGXB1133432
Serial Number (if applicable): 238

Other Information (if available)
Date purchased: 3/8/2011
Who purchased from: University Sales & Service
Cost (original): \$ 29,564.00

Disposition:
Reason: End of Life
Fair Market Value \$: 18,000-20,000 - Good condition 62,500 miles
Method used to determine fair market value: Kelly Blue Book

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: [Signature] Date: 8/6/21

Assistant Finance Director: Donna Duncan Date: 9/9/22

CITY MANAGER USE ONLY

Submit to City Council for approval: ✓ Yes No Council Approval: _____

City Manager Approval Signature: [Signature] Date: 9/9/21

Revised 10-26-10

City of Lake City Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
5291	EQUIP-EQUIP-GEN Item: zM&E General Recorded: Yes	TRUCK GMC SAVANA 2011 WHITE Responsible Organization: 001.11.521 - General Fund, Police, Law Enforcement G/L Distribution Profile: Equipment Public Safety	11 - Police	02/18/2011	\$29,564.00
	Reporting Category: Capital Accounting Category: Governmental Active: Yes	Capitalization Date: 02/18/2011 Depreciation Status: Fully Depreciated Depreciation Method: Straight Line Asset Life in Months: 60			Adjustments: \$0.00 Depreciation: \$29,564.00 Net Book Value: \$0.00 Estimated Salvage Value: \$0.00 Depreciable Base: \$0.00
	Inactive Reason: Asset Special Use: None Method of Acquisition: Purchase-New Original Acreage: 0.0000	Manufacturer: Serial Number Model Number: GMC Serial Number: 1GJZZGXB1133432 Model Year: 2011			
	Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee:	Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:			
	General Location: Police Specific Location: Fleet Insurance Policy: Lease Contract:	Date Type			

Transactions: Status	Date	Type	Amount Comments
Posted	09/30/2016	Record Depreciation	(\$1,970.93)
Posted	12/02/2015	Record Depreciation	(\$5,912.81)
Posted	05/29/2015	Record Depreciation	(\$21,680.26)
Posted	02/18/2011	Record Asset	\$29,564.00

Status Changes: Effective Date	Status Change Type	Changed By User	Change Date	By Physical Inventory
09/30/2016	Depreciation Status	Denise Koon	11/28/2016	
02/18/2011	Purchase Recorded	Denise Koon	05/22/2015	
02/18/2011	Initialize Values	Denise Koon	05/21/2015	

Grand Total: 1 Asset \$29,564.00

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Police Date Completed: 8-31-21

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: 00005128

Description of Asset (complete all applicable items)
Make: 2010 Ford
Model: Explorer
Color: Black
Size: _____
Vehicle #: 9
Serial Number (if applicable): 1FMEU6DE4AUA30143

Other Information (if available)
Date purchased: _____
Who purchased from: _____
Cost (original): \$ _____

Disposition:
Reason: end of life

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: Cheryl [Signature] Date: 9/1/21

Assistant Finance Director: Donna Duncan Date: 7/15/22

CITY MANAGER USE ONLY

Submit to City Council for approval: Yes No Council Approval: _____

City Manager Approval Signature: [Signature] Date: 11/5/2021

City of Lake City
Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
5128	EQUIP-EQUIP-GEN Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Purchase-New Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Police Specific Location: Fleet Insurance Policy: Lease Contract:	FORD EXPLORER 2010 XKT Responsible Organization: 001.11.521 - General Fund, Police, Law Enforcement G/L Distribution Profile: Equipment Public Safety Capitalization Date: 12/01/2009 Depreciation Status: Fully Depreciated Depreciation Method: Straight Line Asset Life in Months: 60 Manufacturer: Serial Number Model Number: FORD Serial Number: 1FMEU6DE4UA30143 Model Year: 2010 Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:	11 - Police	12/01/2009	\$19,999.00 Adjustments: \$0.00 Depreciation: \$19,999.00 Net Book Value: \$0.00 Estimated Salvage Value: \$0.00 Depreciable Base: \$0.00
		Transactions: Status			
		12/02/2015			Record Depreciation (\$666.64)
		05/29/2015			Record Depreciation (\$19,332.36)
		12/01/2009			Record Asset \$19,999.00
Grand Total:					1 Asset \$19,999.00

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Police Date Completed: 8-31-21

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: 00005108

Description of Asset (complete all applicable items)
Make: 2010 Ford
Model: Explorer
Color: Blue
Size: _____
Vehicle #: 16
Serial Number (if applicable): 1FMEU6DE8AWA30145

Other Information (if available)
Date purchased: _____
Who purchased from: _____
Cost (original): \$ _____

Disposition:
Reason: End of life

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: Chief [Signature] Date: 9/1/21

~~Assistant~~ Finance Director: Donna Duncan Date: 7/15/22

CITY MANAGER USE ONLY

Submit to City Council for approval: Yes No Council Approval: _____

City Manager Approval Signature: [Signature] Date: 11/8/2021

Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
5108	EQUIP-EQUIP-GEN Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Purchase-New Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee:	FORD EXPLORER 2010 VEH 16 Responsible Organization: 001.11.521 - General Fund, Police, Law Enforcement G/L Distribution Profile: Equipment Public Safety Capitalization Date: 12/01/2009 Depreciation Status: Fully Depreciated Depreciation Method: Straight Line Asset Life in Months: 60 Manufacturer: Serial Number Model Number: FORD Serial Number: 1FMEU6DE8AUJA30145 Model Year: 2010 Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:	11 - Police	12/01/2009	\$19,999.00 Adjustments: \$0.00 Depreciation: \$19,999.00 Net Book Value: \$0.00 Estimated Salvage Value: \$0.00 Depreciable Base: \$0.00
		Transactions: Status			
	Posted	12/02/2015	Record Depreciation		(\$666.64)
	Posted	05/29/2015	Record Depreciation		(\$19,332.36)
	Posted	12/01/2009	Record Asset		\$19,999.00
Grand Total:					1 Asset \$19,999.00

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Police Date Completed: 1-4-22

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: 00005602

Description of Asset (complete all applicable items)
Make: 2013 Ford
Model: Expedition
Color: Black
Size: _____
Vehicle #: 7
Serial Number (if applicable): 1FMJW1F52DEF35207

Other Information (if available)
Date purchased: _____
Who purchased from: _____
Cost (original): \$ _____

Disposition:
Reason: End of life
Fair Market Value \$: _____
Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other
If other (explain): _____
If transfer, to what department? _____
If sale, requested method: _____

Department Head Signature: [Signature] Date: 1/4/22
~~Assistant Finance Director:~~ Donna Duncan Date: 9/29/22

CITY MANAGER USE ONLY

Submit to City Council for approval: Yes No Council Approval: _____
City Manager Approval Signature: [Signature] Date: 9/29/22

Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
5602	EQUIP-EQUIP-GEN Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Purchase-New Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee:	FORD EXPEDITION Responsible Organization: 001.11.521 - General Fund, Police, Law Enforcement G/L Distribution Profile: Equipment Public Safety Capitalization Date: 03/31/2013 Depreciation Status: Fully Depreciated Depreciation Method: Straight Line Asset Life in Months: 60 Manufacturer: Serial Number Model Number: FPRD Serial Number: 1FMJU1F52DEF35207 Model Year: 2013 Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:	11 - Police	03/31/2013	\$34,580.00 Adjustments: \$0.00 Depreciation: \$34,580.00 Net Book Value: \$0.00 Estimated Salvage Value: \$0.00 Depreciable Base: \$0.00
		Transactions: Status			
		Posted			
		Posted	Record Depreciation		(\$2,881.67)
		Posted	Record Depreciation		(\$6,916.00)
		Posted	Record Depreciation		(\$6,916.00)
		Posted	Record Depreciation		(\$6,916.00)
		Posted	Record Depreciation		(\$10,950.33)
		Posted	Record Asset		\$34,580.00
Grand Total:					1 Asset
					\$34,580.00

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Police Date Completed: 1-4-22

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: 00005604

Description of Asset (complete all applicable items)
Make: 2013 Ford
Model: Expedition
Color: Black
Size: _____
Vehicle #: 4
Serial Number (if applicable): 1FMJU1F54DEF352085

Other Information (if available)
Date purchased: _____
Who purchased from: _____
Cost (original): \$ _____

Disposition:
Reason: End of life
Fair Market Value \$: _____
Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: [Signature] Date: 1/29/22

Assistant Finance Director: Donna Duncan Date: 9/29/22

CITY MANAGER USE ONLY

Submit to City Council for approval: Yes No Council Approval: _____

City Manager Approval Signature: [Signature] Date: 9/29/22

Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price	
5604	EQUIP-EQUIP-GEN	FORD EXPEDITION	11 - Police	03/31/2013	\$34,580.00	
	Item: zM&E General	Responsible Organization: 001.11.521 - General Fund, Police, Law Enforcement			Adjustments: \$0.00	
	Recorded: Yes	G/L Distribution Profile: Equipment Public Safety			Depreciation: \$34,580.00	
	Reporting Category: Capital	Capitalization Date: 03/31/2013			Net Book Value: \$0.00	
	Accounting Category: Governmental	Depreciation Status: Fully Depreciated			Estimated Salvage Value: \$0.00	
	Active: Yes	Depreciation Method: Straight Line			Depreciable Base: \$0.00	
	Inactive Reason:	Asset Life in Months: 60				
	Asset Special Use: None	Manufacturer: Serial Number				
	Method of Acquisition: Purchase-New	Model Number: FORD				
	Original Acreage: 0.0000	Serial Number: 1FMJU1F54DEF35205				
	Responsible Employee: Koon, Denise Kilpatrick	Model Year: 2013				
	Assigned To Employee:	Warranty Expiration Date:				
	General Location: Police	Barcode Number:				
	Specific Location: Fleet	Badge Number:				
	Insurance Policy:	Vehicle License Number:				
	Lease Contract:	Vehicle License Plate Type:				
	Transactions: Status	Vehicle License Expiration Date:				
		Date	Type	Amount	Comments	
	Posted	09/30/2018	Record Depreciation	(\$2,881.67)		
	Posted	09/30/2017	Record Depreciation	(\$6,916.00)		
	Posted	09/30/2016	Record Depreciation	(\$6,916.00)		
	Posted	12/02/2015	Record Depreciation	(\$6,916.00)		
	Posted	05/29/2015	Record Depreciation	(\$10,950.33)		
	Posted	03/31/2013	Record Asset	\$34,580.00		
Grand Total:					1 Asset	\$34,580.00

**CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST**

Department: AIRPORT Date Completed: 05/20/2021

Fixed Asset Number (From Fixed Asset Listing) 1071 6043 Unit #217
Identify Fixed Asset: _____

Description of Asset (complete all applicable items) #217.
Make: Ford 2011
Model: Fusion
Color: Blue
Size: Mid-size sedan
Vehicle #: 3FA4P04G9BR257392
Serial Number (if applicable): _____

Other Information (if available)
Date purchased: 01/01/2015
Who purchased from: EOL
Cost (original): \$ 4,817.46

Disposition:
Reason: To replace with newer vehicle
Fair Market Value \$: +7.588 -- +10.053 -
Method used to determine fair market value: Kelley Blue Book

Requested Disposition (circle one) Transfer Trade-In Sale Other
If other (explain): _____
If transfer, to what department? _____
If sale, requested method: GOV DEALS

Department Head Signature: Florence Straugh Date: 05/20/2021
Finance Director: Donna Duncan Date: 7/15/22

CITY MANAGER USE ONLY

Submit to City Council for approval: Yes No Council Approval: _____
City Manager Approval Signature: [Signature] Date: 9/9/21

City of Lake City Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
6043	EQUIP-EQUIP-GEN	Sedan 4 Door Front Wheel Drive Ford Fusion 2011	140 - Airport	04/12/2016	\$4,817.46

Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Purchase-Used Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Airport Specific Location: Insurance Policy: Lease Contract:	Responsible Organization: 900 - General Fixed Asset G/L Distribution Profile: Equipment Airport Capitalization Date: 04/12/2016 Depreciation Status: Depreciable Depreciation Method: Straight Line Asset Life in Months: 36 Manufacturer: Serial Number Model Number: Ford Fusion Serial Number: 3FAHPOHG9BR257392 Model Year: 2011 Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Transactions: Status	Date	Type	Amount	Comments
Posted	09/30/2018	Record Depreciation	(\$1,605.82)	
Posted	09/30/2017	Record Depreciation	(\$1,605.82)	
Posted	09/30/2016	Record Asset	\$4,817.46	
Posted	09/30/2016	Record Depreciation	(\$669.09)	

Status Changes: Effective Date	Status Change Type	Changed By User	Change Date	By Physical Inventory
09/30/2016	Purchase Recorded	Denise Koon	11/22/2016	
04/12/2016	Initialize Values	Denise Koon	11/22/2016	

Pending Asset History: Change Date	Changed By User	Change Source	Source Transaction
11/22/2016	Denise Koon	Asset Management Maintenance	
11/22/2016	Denise Koon	Asset Management Maintenance	
11/22/2016	Denise Koon	Asset Management Maintenance	

Hours: 4591

CITY OF LAKE CITY ASSET DISPOSITION REQUEST

Department: AIRPORT 542 Date Completed: 11-18-21

Identify Asset: TRACTOR Equipment # E403 (Asset #3745)

Description of Asset (complete all applicable items)

Make: Massey Ferguson
Model: 4355
Color: Red
Size: _____

Serial Number (if applicable): E-ITA-30011 / AEED14ABXAM07519 / 3815564ML / Lake City property # 0597

Other Information (if available)

Date purchased: 4/25/2003
Who purchased from: _____
Cost (original): \$33,764.85

Disposition:

Reason: TO MANY REPAIRS NEEDED / WOULD COST MORE TO FIX THAN REPLACE

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

Department Head Signature: [Signature] Date: 5/10/22

~~Assistant~~ Finance Director: Donna Duncan Date: 10/6/22

CITY MANAGER USE ONLY

City Manager Approval Signature: [Signature] Date: 10/6/22

Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
3745	EQUIP-EQUIP-GEN	TRACTOR 85 HP CAB	140 - Airport	04/25/2003	\$33,764.85
	Item: zM&E General	Responsible Organization: 140.60.542 - Airport , Airport , Airport, Airport			Adjustments: \$0.00
	Recorded: Yes	G/L Distribution Profile: Equipment Airport			Depreciation: \$33,764.85
	Reporting Category: Capital	Capitalization Date: 04/25/2003			Net Book Value: \$0.00
	Accounting Category: Governmental	Depreciation Status: Fully Depreciated			Estimated Salvage Value: \$0.00
	Active: Yes	Depreciation Method: Straight Line			Depreciable Base: \$0.00
	Inactive Reason:	Asset Life in Months: 72			
	Asset Special Use: None	Manufacturer: Serial Number			
	Method of Acquisition: Purchase-New	Model Number:			
	Original Acreage: 0.0000	Serial Number: M07519			
	Responsible Employee: Koon, Denise Kilpatrick	Model Year:			
	Assigned To Employee:	Warranty Expiration Date:			
	General Location: Airport	Barcode Number:			
	Specific Location:	Badge Number:			
	Insurance Policy:	Vehicle License Number:			
	Lease Contract:	Vehicle License Plate Type:			
		Vehicle License Expiration Date:			
	Transactions: Status	Date	Type	Amount	Comments
	Posted	05/29/2015	Record Depreciation	(\$33,764.85)	
	Posted	04/25/2003	Record Asset	\$33,764.85	
Grand Total:				1 Asset	\$33,764.85

**CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST**

Department: AIRPORT 542 Date Completed: 9-22-21

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: AIRMAX GROUND POWER UNIT (Asset# 6348)

Description of Asset (complete all applicable items)
Make: AIRMAX INDUSTRIES, INC
Model: MAX GPU40-D-10-5-V8
Color: WHITE
Size: V8 / 12 Volt
Vehicle #: EQUIPMENT # E602
Serial Number (if applicable): 2844 MFG DATE 2018

Other Information (if available)
Date purchased: 5/22/2018
Who purchased from: Air + MAX Industries
Cost (original): \$35,750.00

Disposition:
Reason: Electronics not working properly / Repairs did not work

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: _____ Date: 5/10/22

Finance Director: Donna Duncan Date: 10/6/22

CITY MANAGER USE ONLY

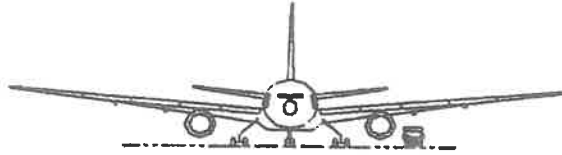
Submit to City Council for approval: Yes No Council Approval: _____

City Manager Approval Signature: Paul D. [Signature] Date: 10/6/22

Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price	
6348	EQUIP-EQUIP-GEN	Ground Power Unit MAK trailer mount, towable Model 28.5V	06 - Finance	05/22/2018	\$35,750.00	
<p> Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Airport Specific Location: Insurance Policy: Lease Contract: </p>						
<p> Responsible Organization: 900 - General Fixed Asset G/L Distribution Profile: Equipment Airport Capitalization Date: 05/22/2018 Depreciation Status: Depreciable Depreciation Method: Straight Line Asset Life in Months: 84 Manufacturer: Model Number: Serial Number: Model Year: Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date: </p>						
<p> Adjustments: \$0.00 Depreciation: \$1,702.38 Net Book Value: \$34,047.62 Estimated Salvage Value: \$0.00 Depreciable Base: \$34,047.62 </p>						
<p> Transactions: Status Date Type Amount Comments Posted 09/30/2018 Record Asset \$35,750.00 Posted 09/30/2018 Record Depreciation (\$1,702.38) </p>						
Grand Total:					1 Asset	\$35,750.00

Air + Mak Industries, Inc
11154 Wildwood Drive
Olive Branch, MS 38654
(662) 893-3444
ktsp@airmak.com
http://www.airmak.com



INVOICE

BILL TO

City Of Lake City
Procurement Department,
205, N Marion avenue
Lake City, FL 32055

SHIP TO

City Of Lake City
200 NE Gum Swamp Rd
Lake City, FL 32055

INVOICE # 17-18 / 116

DATE 05/22/2018

DUE DATE 06/21/2018

TERMS Net 30

P.O. NUMBER

2018-00002210

ACTIVITY	QTY	RATE (US\$)	AMOUNT
GPU 28.5V DC 28.5 V DC GPU Unit#2844	1	35,750.00	35,750.00

Payment Terms: Net 30

BALANCE DUE

\$35,750.00

Bank Particulars for wire transfer of money :

Bank Routing Number : 284073785

Account Number : 6324300600

Beneficiary Bank :

Bank Tennessee

1125, W Poplar AVE

Collierville TN 38017

RESTRICTED

OPERATION / MAINTENANCE MANUAL
28.5 V DC GPU

OPERATION AND MAINTENANCE MANUAL FOR 28.5 V DC GPU



Designed & Manufactured By:

AIR + MAK INDUSTRIES INC.

11154, WILDWOOD DRIVE, OLIVE BRANCH, MS 38654

PHONE: (662) 893 3444

E-MAIL : info@airmak.com; WEBSITE: www.airmak.com

CLIENT: LAKE CITY GATE WAY AIRPORT

THIS MANUAL SHOULD BE REFERRED FOR THE GPU SL.NO: 2844

RESTRICTED

Dispatch #	71186
BOI Number	PRO-84659
Pickup Date	22 May, 2018

PRO Number	_____
Attach PRO Sticker HERE!	

Straight Bill of Lading

Subject to B/L Terms

Shipper Ref:
Air-Mak Industries Inc 11154 Wildwood Drive Olive Branch, MS 38654 Contact: (662) 893-3444

Consignee Ref:
Air-Mak Industries, Inc. 11154 Wildwood Drive Olive Branch, MS 38654 Contact: (662) 893-3444

BILL TO:
Value Logistics - Scottsdale P.O. Box 639 Manhattan KS 66505-0639



Freight Charges	Prepaid
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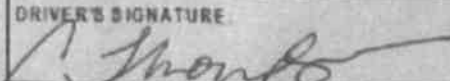
Received, subject to the contract between the Shipper, Consignee or Third Party and the Carrier in effect on the date of shipment. The property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned and destined as indicated above. This Bill of Lading is not subject to any tariffs or classifications whether individually determined or filed with any Federal or State/Provincial regulatory Agency, except as specifically agreed to in writing by both parties. In the event a contract does not exist, it is mutually agreed that services performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth in the National Motor Freight Classification and 52 I.C.C. 67.

# of Pieces	HM	Description of Articles, Special Marks and Exceptions List Hazardous Materials First	Weight	Class	NMFC
1		1- 28.5V DC GPU / Carrier must contact pick and drop locations PRIOR for directions and appointment	5,600		
1			5,600		
Customs Broker		Border Crossing	CARRIER SPOT QUOTE #		

THIS IS TO CERTIFY THAT THE ABOVE MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELLED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

Comments/Special Instructions:

SHIPPER SIGNATURE: 
CONSIGNEE SIGNATURE: 

CARRIER: Jet Trucking, LLC	Trailer #:	Time:
DRIVER'S SIGNATURE: 	# of Pieces Received:	Date:

Laurette Burks

From: Dee Johnson
Sent: Friday, June 1, 2018 11:44 AM
To: Laurette Burks
Cc: Karen Nelmes
Subject: Ground power unit

Equipment number E -602 has been placed on Air+Mak 28.5 V GPU at airport.

Respectfully,

Dee Johnson

Procurement
City of Lake City
205 N. Marion Ave
Lake City, FL 32055

Tel: 386.758-5407
Fax: 386.755-6112
johnsond@lcfra.com

Please take note of our Warehouse delivery hours listed below:

Mon – Fri 7:30am to 12:00pm and 12:30 pm to 3:30pm



Principles and Practices of Public Procurement
Accountability, Ethics, Impartiality, Professionalism, Service, Transparency

**CITY OF LAKE CITY
ASSET DISPOSITION REQUEST**

Department: Growth Management Date Completed: 7/12/22

Identify Asset: 3 cabinets non functioning

Description of Asset (complete all applicable items)

Make: NA
Model: NA
Color: tan
Size: 1 4 drawer 2 small two drawer

Serial Number (if applicable): LO-4147 City Tag

Other Information (if available)

Date purchased: NA
Who purchased from: NA
Cost (original): \$ unknown

Disposition: NON working
Reason: Broken drawers and worn overtime

Fair Market Value \$: NA

Method used to determine fair market value: NA

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): Trash or Recycle for metal

If transfer, to what department? NA

Department Head Signature: Steve Bean Date: 7/19/2022 *aj*

Assistant Finance Director: Donna Duncan Date: 8/26/22

CITY MANAGER USE ONLY

City Manager Approval Signature: [Signature] Date: 9/29/22

**CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST**

Department: Public Works Date Completed: _____

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: 2733

Description of Asset (complete all applicable items)
Make: John Deere Crawler
Model: Dozer 750C
Color: Yellow
Size: 750C
Vehicle #: _____

Serial Number (if applicable): T0750CX812153 E-499

Other Information (if available)
Date purchased: 4-18-1996
Who purchased from: _____
Cost (original): \$ 109,000.00

Disposition:
Reason: Cost is too much to keep repairing.

Fair Market Value \$: \$32,000.00

Method used to determine fair market value: On Line

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): Gov Deal

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: [Signature] Date: 6-22-21

Assistant Finance Director: [Signature] Date: 9/9/22

CITY MANAGER USE ONLY

Submit to City Council for approval: Yes No Council Approval: _____

City Manager Approval Signature: [Signature] Date: 10/3/22

City of Lake City Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
2733	EQUIP-EQUIP-GEN Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Purchase-New Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Public Works Specific Location: Insurance Policy: Lease Contract:	DOZER 750C JOHN DEERE CRAWLER Responsible Organization: 001.15.541 - General Fund, Public Works, Road and Streets G/L Distribution Profile: Equipment Highway & Street Capitalization Date: 04/18/1996 Depreciation Status: Fully Depreciated Depreciation Method: Straight Line Asset Life in Months: 84 Manufacturer: Serial Number Model Number: Serial Number: T0750CX812153 Model Year: Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:	15 - Public Works	04/18/1996	\$109,000.00
					Adjustments: \$0.00 Depreciation: \$109,000.00 Net Book Value: \$0.00 Estimated Salvage Value: \$0.00 Depreciable Base: \$0.00

Transactions: Status Date Type Amount Comments

Posted	05/29/2015	Record Depreciation	(\$109,000.00)	
Posted	04/18/1996	Record Asset	\$109,000.00	

Status Changes: Effective Date Status Change Type Changed By User Change Date By Physical Inventory

09/30/2014	Depreciation Status	Denise Koon	06/03/2015	
04/18/1996	Purchase Recorded	Denise Koon	05/22/2015	
04/18/1996	Initialize Values	conversion	04/18/1996	

Grand Total: 1 Asset \$109,000.00

**CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST**

Department: Public Works Date Completed: _____

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: 5624

Description of Asset (complete all applicable items)
Make: Gradall E 498
Model: XL3300 - TL
Color: Gray
Size: _____
Vehicle #: _____
Serial Number (if applicable): 3300000696

Other Information (if available)
Date purchased: 5/23/2013
Who purchased from: _____
Cost (original): \$ 139,500.00

Disposition:
Reason: Cost City to much money to keep running
Fair Market Value \$: \$35,000.00
Method used to determine fair market value: Machinerytrader.com

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): Gov. Deal

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: [Signature] Date: 6-22-21

~~Assistant Finance Director:~~ Donna Duncan Date: 9/9/22

CITY MANAGER USE ONLY

Submit to City Council for approval: Yes No Council Approval: _____

City Manager Approval Signature: [Signature] Date: 10/3/22

Revised 10-26-10

Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
5624	EQUIP-EQUIP-GEN Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Public Works Specific Location: Insurance Policy: Lease Contract:	EXCAVATOR TELESCOPIC WBACK FILL BLADE DITCHING BU-E498 Responsible Organization: 001.15.541 - General Fund, Public Works, Road and Streets G/L Distribution Profile: Equipment Highway & Street Capitalization Date: 05/23/2013 Depreciation Status: Depreciable Depreciation Method: Straight Line Asset Life in Months: 84 Manufacturer: Serial Number Model Number: Serial Number: 3300000696 Model Year: Warranty Expiration Date: Barcode Number: E498 Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:	15 - Public Works	05/23/2013	\$139,500.00 Adjustments: \$0.00 Depreciation: \$107,946.42 Net Book Value: \$31,553.58 Estimated Salvage Value: \$0.00 Depreciable Base: \$31,553.58
		Transactions: Status			
	Posted	09/30/2018			
	Posted	09/30/2017			(\$19,928.57)
	Posted	09/30/2016			(\$19,928.57)
	Posted	12/02/2015			(\$19,928.57)
	Posted	05/29/2015			(\$28,232.14)
	Posted	05/23/2013			\$139,500.00
Grand Total:					1 Asset \$139,500.00

**CITY OF LAKE CITY
ASSET DISPOSITION REQUEST**

Department: Information Technology Date Completed: 10/1/2021

Identify Asset: Misc radio equipment

Description of Asset (complete all applicable items)
Make: iCOM / Motorola / Kantek
Model: Various
Color: _____
Size: _____

Serial Number (if applicable): See attached spreadsheet

Other Information (if available)
Date purchased: _____
Who purchased from: _____
Cost (original): \$ _____

Disposition:
Reason: End of Life / No Longer applicable
Fair Market Value \$: _____
Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other
If other (explain): _____
If transfer, to what department? _____

Department Head Signature: [Signature] Date: 10/4/21
Assistant Finance Director: Donna Duncan Date: 9/9/22

CITY MANAGER USE ONLY

City Manager Approval Signature: [Signature] Date: 10/3/22

Optiplex 3020

JQLL842 5W1GV52
9JHXV02 J3PFF42
5W1LV52 5W0FV52
6J64942 5W1NV52
6XHXV02 5W1KV52
5W0NV52 5W0KV52
5W0GV52 JQLJPM1
5W1JV52 JQLK842
5W1MV52 7ZG0N02
9JRJ522 J3PFR52
7XPZM02 5W2DV52
7NHVY02 5W0MV52
2BHXV02 B3HXV02
5W0LV52 JQLH942
5W0HV52 5W0PV52
5W1HV52 5W2GV52
22RQR52 JQHV02
8BB2W02 5W1DV52
CPC4R52 1MB2W02
5W2FV52 5W1FV52
5W0JV52 5W2JV52
CPGFF42
5W2HV52
7TFCB42
6J65942
COYYV02
5W1PV52

Optiplex 320

J5K0CP1
40C3HQ1
7QZLVR1

Inspiron 5676

9MHSDW2

GX260

38D2W11

IT

Dimension 3000
HVDY671

D600
FMY3461

Make	Model	Serial
Icom	IC-FR5000	107497
		107510
		107472
		107495
		103767
		103771
		107657
		107655
		107459
		107536
107662		
icom	ic-fr6000	103773
iCom	RMK-2	106514
Motorola	XTL-1500	726CMD0022
		CAH119DG4B
		CAH119DG49
		CAH119DG4F
		CAH108SL9W
		CAH119DG4C
Motorola	CDM1250	103TJCF7876
		103TGSR141
Coban	Edge-HD	51001021
Coban	Camera	54000224
Cpban	Display	53002052
		53000783
		53000742
		53000743
iCom	IC-F5061D	N/A
Kantek	Control Box	N/A
		N/A
		N/A
		N/A
		N/A
		N/A
		N/A

	Control Box	N/A
	Control Box	N/A
GE	344A4210P13	9415896
ProCare	Timeclock	P-021432
Interlogic	Misc Cameras	N/A
EFJohnson	Radio	76400A378J
Fujitsu	Trasciever	0664
Midland	Radio	10020098
HYT	Radio / power	0665
NDIRS	ALPR Camera	071195 071173
Proxima	projector	48L179218
ICT	Power Supply	080001728
ICY	PS22012	8 QTY (No SN)
Cisco	Catalyst 2960	FCQ1651Z1AE FCQ1651Z1BP
iCom	antenna box	NA N/A N/A N/A N/A
astron	power supply	206100112 207090120
midland	71-3050B	231500592 231500594 231500603 231500631
Harris	cs7000	203053
ict	F5121D	51003596

omnitronics	IPR100Plus	11058203
		11058069
		11058070
		11058204
		11058068
		11058210
		11058205
		11058207
		11058206
		11058208

omnitronics	dx-atlus	11054948
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icom	power system	0050008
		0050007

Impress	Battery Chargers	QTY 26
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Make	Model	Serial
Icom	IC-FR5000	107497
		107510
		107472
		107495
		103767
		103771
		107657
		107655
		107459
		107536
		107662
icom	ic-fr6000	103773
iCom	RMK-2	106514
Motorola	XTL-1500	726CMD0022
		CAH119DG4B
		CAH119DG49
		CAH119DG4F
		CAH108SL9W
		CAH119DG4C
Motorola	CDM1250	103TJCF7876
		103TGSR141
Coban	Edge-HD	51001021
Coban	Camera	54000224
Cpban	Display	53002052
		53000783
		53000742
		53000743
iCom	IC-F5061D	N/A
Kantek	Control Box	N/A
		N/A
		N/A
		N/A
		N/A
		N/A
		N/A

	Control Box	N/A
	Control Box	N/A
GE	344A4210P13	9415896
ProCare	Timeclock	P-021432
Interlogic	Misc Cameras	N/A
EFJohnson	Radio	76400A378J
Fujitsu	Trasciever	0664
Midland	Radio	10020098
HYT	Radio / power	0665
NDIRS	ALPR Camera	071195 071173
Proxima	projector	48L179218
ICT	Power Supply	080001728
ICY	PS22012	8 QTY (No SN)
Cisco	Catalyst 2960	FCQ1651Z1AE FCQ1651Z1BP
iCom	antenna box	NA N/A N/A N/A N/A
astron	power supply	206100112 207090120
midland	71-3050B	231500592 231500594 231500603 231500631
Harris	cs7000	203053
ict	F5121D	51003596

omnitronics IPR100PLus	11058203
	11058069
	11058070
	11058204
	11058068
	11058210
	11058205
	11058207
	11058206
	11058208

omnitronics dx-atlus	11054948
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icom	power system	0050008
		0050007

Impress	Battery Chargers	QTY 26
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CITY OF LAKE CITY
ASSET DISPOSITION REQUEST

Department: Utilities Date Completed: 3/8/22

Identify Asset: UTILITY TRAILER

Description of Asset (complete all applicable items)

Make: HIGHWAY TRAILER
Model: 5700
Color: Red
Size: 64" X 94" 12" wheels

Serial Number (if applicable): D1071934

Other Information (if available)

Date purchased: 5/1/98
Who purchased from: LOWES
Cost (original): \$ 568.50

Disposition:

Reason: NEAR USE FOR YEARS

Fair Market Value \$: 100.00

Method used to determine fair market value: PRICE COMPARE ON WEB

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

Department Head Signature: [Signature] Date: 3/8/22

~~Assistant~~ Finance Director: Donna Duncan Date: 9/9/22

CITY MANAGER USE ONLY

City Manager Approval Signature: [Signature] Date: 10/3/22

INVOICE



LOWE'S HOME CENTERS, INC.
 LAF 0179
 975 DOUGLAS ROAD
 LAKE CITY FL 32055

Please check the merchandise you are purchasing to insure all items are received as Lowe's cannot be responsible for shortages after you leave Lowe's warehouse. Your signature acknowledges Lowe's delivery and your receipt the date set forth below of all items of merchandise, except those items noted as being for later delivery (e.g., LD = Lowe's delivery; PL = Pick up later; SOS = Special Order Sale; or WH = Warehouse or back of store pickup). Your not signing acknowledgment of receipt, however, does not mean that such merchandise was not delivered. All claims and return of merchandise MUST be accompanied by this invoice and made within 30 days of delivery for credit or refund.

This document may also evidence a return of merchandise described below if "Return" is printed with reference to an item. In such instance you will be given credit or cash as described and your signature represents your acknowledgement of the accuracy of the terms and conditions of the return. SEE REVERSE SIDE FOR (1) PAYMENT TERMS AND CONDITIONS FOR CERTAIN PURCHASES AND (2) WARRANTY INFORMATION AND AGREEMENTS. DO NOT SIGN THIS INVOICE UNTIL COMPLETE AND YOU HAVE RECEIVED AND ACCEPTED THE MERCHANDISE CURRENTLY BEING DELIVERED TO YOU AND YOU HAVE READ THE REVERSE SIDE. YOUR SIGNATURE CONSTITUTES YOUR AGREEMENT WITH APPLICABLE PROVISIONS ON THE REVERSE. YOU ARE ENTITLED TO A COPY OF THE INVOICE

RECEIVED BY *[Signature]*

Form # 89504 (1/98)

TRANSACTION	CUSTOMER	DATE	PAGE	INVOICE NUMBER
C CHARGE	CITY OF LAKE CITY	05/01/98	1	1791219360

QUANTITY	UNIT	ITEM #	DESCRIPTION	UNIT PRICE	EXT. PRICE
			PURCHASER: STEVE ROBERTS		
			SALES TAX EXEMPTION NUMBER: 22-02-008012-54		
I CERTIFY THAT THE ITEMS PURCHASED ON THIS INVOICE AND NOT TAXED WILL BE RESOLD OR USED IN CONNECTION WITH MY EXEMPT CERTIFICATE PURPOSE.					
SIGNED (AGENT): <i>[Signature]</i>					
	EA	60091	64"X94" TITLED RED HWY TRAILER #5700#	484.00	484.00
	EA	90490	MODEL NUMBER: #5700 SN#D1071934		
	EA	90490	CEDAR MAILBOX W/ CEDAR POSTKIT CCK	46.62	46.62
	EA	99206	MODEL NUMBER: CCK		
	EA	99206	CHIMNEY BRUSH 8" SP. KF-88 35288	17.88	17.88
	EA	99283	MODEL NUMBER: 35288		
	EA	99283	ASSEMBLY CHARGE 20.00	20.00	20.00
			SUBTOTAL		568.50
		38012	Z1-STATE & LOCAL GOVERNMENT		0.00

PURCHASE ORDER NO	REF. NO	BUYER CODE	SALES PERSON	TOTAL
30051	05/01/98	CUS		568.50
08:51:58	CHRG	568.50		

Single Axle - 275 lbs.
 S/N-D1071934



TRAILER FOR WATER TREATMENT
PLANT
TO TRANSPORT MOWERS

City of Lake City

Water Treatment Facilities
1650 East Putnam Street
Lake City, Florida 32025

Telephone (904) 758-5414

Post Office Box 1687

MEMORANDUM

TO: Betty Giebeig, Treasurer

FROM: Steve Roberts, Water Facilities Manager *SAR*

DATE: May 4, 1998

RE: License Tag for Highway Trailer

Attached is a copy of the purchase invoice for a flat bed trailer we will be using to transport mowers for lawn maintenance work at the various water facilities sites. Please furnish a license tag for us to use with the trailer.

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: UTILITIES WTP 72 Date Completed: 2/9/22

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: 0520 ICE MAKER

Description of Asset (complete all applicable items)
Make: HOSHIZAKI
Model: AM-50BAE
Color: SILVER
Size: _____
Vehicle #: N/A
Serial Number (if applicable): 5082203

Other Information (if available)
Date purchased: _____
Who purchased from: N/A
Cost (original): \$ _____

Disposition:
Reason: BLOWN COMPRESSOR

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): TRASH

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: [Signature] Date: 2/9/22
Finance Director: Donna Duncan Date: 9/9/22

CITY MANAGER USE ONLY

Submit to City Council for approval: Yes No Council Approval: _____
City Manager Approval Signature: [Signature] Date: 2/3/22

CITY OF LAKE CITY
ASSET DISPOSITION REQUEST

Department: UTILITIES WTP 72 Date Completed: 2/9/22

Identify Asset: ⑨ POLE LIGHTS 150 WATT

Description of Asset (complete all applicable items)

Make: UNKNOWN
Model: UNKNOWN
Color: BRONZE
Size: 150 WATT

Serial Number (if applicable): N/A

Other Information (if available)

Date purchased: _____
Who purchased from: N/A
Cost (original): \$ N/A

Disposition:

Reason: BROKEN - EITHER BAD BALLAST OR BULBS

Fair Market Value \$: N/A

Method used to determine fair market value: NO LONGER MANUFACTURED (WEB)

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): TRASH

If transfer, to what department? _____

Department Head Signature: [Signature] Date: 2/9/22

Assistant Finance Director: Donna Duncan Date: 9/9/22

CITY MANAGER USE ONLY

City Manager Approval Signature: [Signature] Date: 10/3/22

**CITY OF LAKE CITY
ASSET DISPOSITION REQUEST**

Department: UTILITIES WTP?? Date Completed: 2/9/22

Identify Asset: Refrigerator

Description of Asset (complete all applicable items)

Make: WHIRLPOOL
Model: ROPER RT143KKKQ05
Color: white
Size: 14 cu feet

Serial Number (if applicable): V550233956

Other Information (if available)

Date purchased: N/A
Who purchased from: N/A
Cost (original): \$ N/A

Disposition:

Reason: BROKEN

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): TRASH

If transfer, to what department? _____

Department Head Signature: [Signature] Date: 2/9/22

Assistant Finance Director: Donna Duncan Date: 9/9/22

CITY MANAGER USE ONLY

City Manager Approval Signature: [Signature] Date: 10/3/22

**CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST**

Department: Distribution/Collection Date Completed: 10/22/2020 6/22/21

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: ford crane truck with 8000 pound crane miles124083

Description of Asset (complete all applicable items)
Make: 19978 Ford.
Model: F49000
Color: White
Size: -
Vehicle #: #58. IFDWF80COMVA28809
Serial Number (if applicable): -

Other Information (if available)
Date purchased: 10/09/1997
Who purchased from: Atlantic Ford Truck Sales -
Cost (original): \$ 57,941

Disposition:
Reason: new truck

Fair Market Value \$: 25,000 - 28,000.

Method used to determine fair market value: Internet Search.

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: Surplus Auction.

Department Head Signature: [Signature] Date: 10/22/2020 6/22/21

Finance Director: Donna Duncan Date: 7/15/22

CITY MANAGER USE ONLY

Submit to City Council for approval: Yes No Council Approval: _____
City Manager Approval Signature: [Signature] Date: 6/29/21

Revised 10-26-10

City of Lake City Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
3043	EQUIP W/S-EQUIP W/S	FORD F800 TRUCK/CRANE	410.78 - Water/Sewer.Distributions and Collections	10/09/1997	\$57,941.00
	Item: zM&E Utilities	Responsible Organization: 410.78.536 - Water-Sewer Utility, Distribution and Collections, Water Sewer			
	Recorded: Yes	GL Distribution Profile: Equipment W/S			Adjustments:
	Reporting Category: Capital	Capitalization Date: 10/09/1997			Depreciation: \$57,941.00
	Accounting Category: Business	Depreciation Status: Fully Depreciated			Net Book Value: \$0.00
	Active: Yes	Depreciation Method: Straight Line			Estimated Salvage Value: \$0.00
	Inactive Reason:	Asset Life in Months: 84			Depreciable Base: \$0.00
	Asset Special Use: None	Manufacturer: Serial Number			
	Method of Acquisition: Purchase-New	Model Number: FORD			
	Original Acreage: 0.0000	Serial Number: 1FDWFF80C0WVA28809			
	Responsible Koon, Denise Kipatrck	Model Year: 1998			
	Employee:	Warranty Expiration Date:			
	Assigned To	Barcode Number:			
	Employee:	Badge Number:			
	General Location: W/S DISTR	Vehicle License Number:			
	COLLECTION	Vehicle License Plate Type:			
	Specific Location: Fleet	Vehicle License Expiration Date:			
	Insurance Policy:				
	Lease Contract:				

Transactions: Status	Date	Type	Amount Comments
Posted	05/29/2015	Record Depreciation	(\$57,941.00)
Posted	10/09/1997	Record Asset	\$57,941.00

Status Changes: Effective Date	Status Change Type	Changed By User	Change Date	By Physical Inventory
09/30/2014	Depreciation Status	Denise Koon	06/03/2015	
10/09/1997	Purchase Recorded	Denise Koon	05/21/2015	
10/09/1997	Initialize Values	Denise Koon	05/20/2015	

Grand Total: 1 Asset \$57,941.00

Utilities
E-443

CITY OF LAKE CITY ASSET DISPOSITION REQUEST

Department: Wastewater Date Completed: 1/15/21

Identify Asset: Sullair 185 Towable air compressor SN-004-88133 AHE

Description of Asset (complete all applicable items)

Make: Sullair
Model: 185
Color: Green/Tan
Size: _____

Serial Number (if applicable): _____

Other Information (if available) 6/18/2008
Date purchased: _____
Who purchased from: _____
Cost (original): \$ 11,984.00

Disposition:
Reason: NO longer needed

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

Department Head Signature: [Signature] Date: 1/15/21

Assistant Finance Director: Danna Duncan Date: 7/15/22

CITY MANAGER USE ONLY

City Manager Approval Signature: [Signature] Date: 10/3/22

Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
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4881	EQUIP W/S-EQUIP W/S	TOWABLE AIR COMPRESSOR E443	410.78 - Water/Sewer.Distributions and Collections	06/18/2008	\$11,984.00
------	---------------------	-----------------------------	----------------------------------------------------	------------	-------------

Item: zM&E Utilities
 Recorded: Yes
 Reporting Category: Capital
 Accounting Category: Business
 Active: Yes
 Inactive Reason:
 Asset Special Use: None
 Method of Acquisition:

Responsible Organization: 410.78.536 - Water-Sewer Utility, Distribution and Collections, Water Sewer
 GI/L Distribution Profile: Equipment W/S
 Capitalization Date: 06/18/2008
 Depreciation Status: Fully Depreciated
 Depreciation Method: Straight Line
 Asset Life in Months: 60

Manufacturer: Serial Number
 Model Number:
 Serial Number: 20085200088
 Model Year:
 Warranty Expiration Date:
 Barcode Number: E443
 Badge Number:
 Vehicle License Number:
 Vehicle License Plate Type:
 Vehicle License Expiration Date:

Original Acreage: 0.0000
 Responsible Koon, Denise Kilpatrick
 Employee:
 Assigned To
 Employee:
 General Location: W/S DISTR COLLECTION
 Specific Location:
 Insurance Policy:
 Lease Contract:

Adjustments: \$0.00
 Depreciation: \$11,984.00
 Net Book Value: \$0.00
 Estimated Salvage Value: \$0.00
 Depreciable Base: \$0.00

Transactions: Status Date Type Amount Comments

Posted	05/29/2015	Record Depreciation	(\$11,984.00)	">
Posted	06/18/2008	Record Asset	\$11,984.00	

Status Changes: Effective Date Status Change Type Changed By User Change Date By Physical Inventory

09/30/2014	Depreciation Status	Denise Koon	06/03/2015	">
06/18/2008	Purchase Recorded	Denise Koon	05/21/2015	
06/18/2008	Initialize Values	conversion	06/18/2008	

Grand Total: 1 Asset \$11,984.00

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Customer Service Date Completed: 06/30/2021

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: Can't find

Description of Asset (complete all applicable items)
Make: Sensus
Model: _____
Color: Grey
Size: _____
Vehicle #: _____

Serial Number (if applicable): _____

Other Information (if available)
Date purchased: Unsure
Who purchased from: Sensus
Cost (original): \$ Unsure

Disposition:
Reason: No longer use handheld devices

Fair Market Value \$: Unsure

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): Scrap. No record of fixed asset number in system per Angie Taylor in finance

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: Habibia Medearin Date: 6/30/2021

Finance Director: Donna Duncan Date: 9/9/22

CITY MANAGER USE ONLY

Submit to City Council for approval: Yes No Council Approval: _____

City Manager Approval Signature: [Signature] Date: 12/3/22

Revised 10-26-10

CITY OF LAKE CITY ASSET DISPOSITION REQUEST

Department: Natural Gas Date Completed: 10/5/2022

Identify Asset: Please see attached list of Obsolete Inventory

Description of Asset (complete all applicable items)

Make: _____
Model: _____
Color: _____
Size: _____

Serial Number (if applicable): _____

Other Information (if available)

Date purchased: _____
Who purchased from: _____
Cost (original): \$ _____

Disposition:

Reason: Items are obsolete

Fair Market Value \$: 8863.26

Method used to determine fair market value: inventory spread sheet

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

Department Head Signature: Steve Brown Date: 10/5/2022

Assistant Finance Director: Donna Duncan Date: 10/6/22

CITY MANAGER USE ONLY

City Manager Approval Signature: Paul L... Date: 10/6/22

98.52	WATER HEATER CONTROL 110-32F	18719	G27	1	98.52
140.80	WATER HEATER CONTROL 110-202	18708	H13/Top	2	281.60
59.84	OPERATOR VALVE 24V V8294A1017		G31	6	359.04
66.05	MILIVOLT OPERATOR 705-302		I1	2	132.10
5.57	BURNER KNOB 40-370		I5	4	22.28
20.70	SINGLE TUBE PILOT 1898-022		I9	3	62.10
79.70	OVEN THERMOSTAT VC451006		I13	2	159.40
134.67	GAS VALE 700-105		I17	4	538.68
10.20	TRANSFORMER 24V 620205		I21	4	40.80
60.11	SAFETY MAG KIT 1722802		I29	4	240.44
16.08	3.5"REG KIT 1751-003		I2	7	112.56
115.00	BASO VALVE H43BA-2C		I6	4	460.00
30.00	SAFETY SWITCH L61LL-1		I10	3	90.00
35.23	THERMOPILE 36" 1950-532 250-750 MILLIVOLTS 2 LEAD TYPE		I18	7	246.61
46.97	MINI PILOT A1851-153		I22	2	93.94
4.74	THERMOCOUPLE 18" Universal Snap fit 1980-018		I26	6	28.44
11.66	THERMOCOUPLE K16BT-36 K19AT36		J20	16	186.56
5.05	THERMOCOUPLE 24" Universal Snap fit 1980-024 K19AT36		I30	0	0.00
9.20	SNAP THERMOSTAT 2E246		I3	0	0.00
6.61	SNAP FAN 3F01-350		I7	4	26.44
5.36	FAN SWITCH F110-2		I11	5	26.80
0.00	COMM THERMOSTAT VC4200025		I15	1	0.00
0.00	COMM THERMOSTAT VC4210001		I19	1	0.00
54.05	SAFETY VALVE H15EQ1		I23	4	216.20
81.17	VALVE Z92021-48		I27	2	162.34
3.00	ELEC IGNITER 102600HA32		I31	4	12.00
12.50	SENSOR 1751-719		I4	4	50.00
13.61	PILOT ASSY 1830-600		I8	2	27.22
22.27	GEN CARTRIDGE 101934F32		I24	4	89.08
46.93	GAS SAFETY DEVICE 581750007		I28	0	0.00
11.25	PILOT BURNER J999MKA-2		I32	1	11.25
22.46	PILOT BURNER Q314A6094		J1	5	112.30
13.53	PILOT BURNER Q314A4586		J5	4	54.12
13.53	PILOT BURNER Q314A6102		J9	1	13.53
32.35	THERMOPILE MINI A1851054		J13	2	64.70
13.17	FLAME SENSOR DE353		J17	8	105.36
2.01	DIAL BEIGE 1751012		J25	9	18.09

0.91	MINI PILOT 48" A1851254		J15	6	5.46
0.91	MINI PILOT 60" A1851255		J19	8	7.28
2.10	THERMOCOUPLE 60" K19AT60		J23	8	16.80
46.47	PILOT HEAD		J31	2	92.94
26.69	STOVE TOP BURNER VALVE		J4	2	53.38
4.12	HEATER VALVE 3/8" CUT VALVE		J4	3	12.36
12.58	THERMOCOUPLE 48" K15WS48		J12	26	327.08
10.24	OVEN IGNITOR 41-201			0	0.00
58.82	IGNITOR OVEN 41-205		J28	2	117.64
4.71	PILOT VALVE ODS 021304R		K5	9	42.39
21.37	PILOT VALVE ODS W/ T COUPLE		K1	0	0.00
46.39	PILOT VALVE ODS W/ T COUPLE		K9	3	139.17
5.95	Eco JUCTION BLOCK 1922-001		K13	5	29.75
13.87	SAFETY MAGNET 1720-801		K17	2	27.74
26.48	OVEN SAFETY 581750007		K21	4	105.92
55.01	SAFETYMAGNET 1720-802		K25	5	275.05
6.12	GENERATOR CART 102934G32		K29	9	55.08
69.07	GAS VALVE 710-102		K2	2	138.14
91.24	FAN SWITCH 7660-3281		K14	4	364.96
62.71	MIMIPILLOT A1851-052		K22	5	313.55
67.32	MINIPILOT A1851-053		K26	6	403.92
38.45	MINIPILOT A 1851-154		K30	4	153.80
13.11	THERMOPILE1950-002		K3	1	13.11
91.24	FAN SWITCH 7660-3281		K14	4	364.96
62.71	MIMIPILLOT A1851-052		K22	5	313.55
67.32	MINIPILOT A1851-053		K26	6	403.92
38.45	MINIPILOT A 1851-154		K30	4	153.80
13.11	THERMOPILE1950-002		K3	1	13.11
29.43	FURNANCE IGNITOR 41-402		K32	1	29.43
3.98	WIRE HOOK 1/2X6		K27	170	676.60
4.25	PILOT HEAD 1898-021		K20	5	21.25
24.31	GAS PRESSURE REG 3/4" MAXITROL RV48		K8	2	48.62
				Total:	8863.26

File Attachments for Item:

10. City Council Resolution No. 2022-121 - A resolution of the City Council of the City of Lake City, Florida, authorizing the Lake City Police Department to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of \$13,222.00; providing for the procurement of equipment for the use and benefit of the Police Department; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2022-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE LAKE CITY POLICE DEPARTMENT TO ACCEPT THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$13,222.00; PROVIDING FOR THE PROCUREMENT OF EQUIPMENT FOR THE USE AND BENEFIT OF THE POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”), by and through the Lake City Police Department (hereinafter the “Police Department”) applied for and has been awarded the Byrne Memorial Justice Assistance Grant (hereinafter the “Grant”) in the amount of thirteen thousand two hundred twenty-two dollars and zero cents (\$13,222.00) to purchase C.P.R. training equipment to recertify the Police Department officers and certify attendees of the Citizens Police Academy and to purchase protective gear for the use and benefit of the Police Department in their tactical enforcement and apprehension duties; and

WHEREAS, the City Council finds that accepting the aforementioned Grant is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City, by and through the Lake City Police Department, is hereby authorized to accept the Byrne Memorial Justice Assistance Grant in the amount of thirteen thousand two hundred twenty-two dollars and zero cents (\$13,222.00).

Section 3. The Mayor, or city administration, is authorized to execute any and all documentation relating to the Grant.

Section 4. This resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of October 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

MEETING DATE
10-17-22

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT: Edward Byrne Justice Assistance Grant FY2022
Grant Approval 15PBJA-22-GG-02807-JAGX**

DEPT / OFFICE: Police

Originator: Chief Gerald Butler 		
City Manager Paul Dyal-City Manager	Department Director Chief Gerald Butler	Date 9/27/2022

Recommended Action:

Approve request for Lake City Police Department to accept and spend the Edward Byrne Memorial Justice Assistance Grant FY2022 funds in the amount of \$13,222.00. Grant submission was approved by Council on August 15, 2022.

Summary Explanation & Background:

These Grant funds will be used to purchase C.P.R. training equipment to recertify Lake City Police Department Officers and certify attendees of the Citizens Police Academy. The remainder of the funds will be used to purchase protective gear for the safety of the officers in their tactical enforcement and apprehension duties.

	<u>Unit Cost</u>	<u>Amount</u>
Two (2) CPR Adult/Infant Manikins and AED Trainers 4-pack	\$1802.95	\$3,605.90
One (1) BLS Instructor Package Course Video	\$152.00	\$ 152.00
Five (5) 10 pack of training CPR Mask	\$ 29.95	\$ 149.75
Two (2) 50 pack training valves	\$ 42.50	\$ 85.00
One (1) 50 pack CPR Rescue Mask	\$ 314.95	\$ 314.95
Two (2) 4 pack AED Trainer Pads	\$ 147.00	\$ 147.00
Four (4) Tactical entry backpacks for patrol	\$ 518.36	\$2,073.44
Four (4) Monoshock rams for Patrol	\$ 297.33	\$1,189.32
One (1) PVS7-3 Night Vision Goggle	\$3570.00	\$ 3570.00
One (1) ATN NVB3X-2 Night Vision Binoculars	\$1899.00	<u>\$ 1899.00</u>
TOTAL		\$13,186.36

Alternatives:

Budget equipment in FY2024

Source of Funds:

Grant/General Fund

Financial Impact:

\$13,222.00 Grant Amount. If purchase exceeds Grant, expenses will be paid from forfeiture monies or general fund.

Exhibits Attached:

Pricing attached.

File Attachments for Item:

11. City Council Resolution 2022-122 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a grant agreement with the State of Florida, Department of Financial Services; providing for the acceptance of a grant award of up to \$500,000.00 in reimbursable costs associated with the construction of a fire station located on the Westside of the City of Lake City, Florida; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2022-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF FINANCIAL SERVICES; PROVIDING FOR THE ACCEPTANCE OF A GRANT AWARD OF UP TO \$500,000.00 IN REIMBURSABLE COSTS ASSOCIATED WITH THE CONSTRUCTION OF A FIRE STATION LOCATED ON THE WESTSIDE OF THE CITY OF LAKE CITY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) is in the process of constructing a Fire Station located on the Westside of the City (hereinafter the “Project”); and

WHEREAS, the State of Florida, Department of Financial Services (hereinafter the “Department”), has awarded a grant towards reimbursable costs associated with the Project in an amount not to exceed five hundred thousand dollars and zero cents (\$500,000.00); and

WHEREAS, the City Council finds that accepting the terms and conditions of the *Grant Agreement Between State of Florida Department of Financial Service and City of Lake City*, a copy of which is attached hereto and made a part of this resolution (hereinafter the “Agreement”) is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The grant award is hereby accepted, and the Mayor is authorized to execute the Agreement.

[The remainder of the page was left blank intentionally.]

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of October 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**GRANT AGREEMENT
BETWEEN
STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
AND
CITY OF LAKE CITY**

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and the City of Lake City (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to a specific appropriation of the General Appropriations Act, to grant funds to the Grantee; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to perform the tasks identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Department and the Grantee do mutually agree as follows:

A. Tasks and Performance Requirements:

In accordance with line 2431A of the General Appropriations Act for the 2022-2023 State fiscal year, the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits, which are incorporated by reference herein.

The funds shall be utilized to construct a fire station, and the performance requirements are specifically described in Attachment 1, Scope of Work (herein referred to as the “SOW”).

B. Incorporation of Laws, Rules, Regulations, and Policies:

The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.

C. Performance Period:

The performance period for this Agreement begins on July 1, 2022, and ends after completion of all deliverables, upon depletion of funding, or upon termination of funding, whichever occurs first, unless terminated earlier in accordance with the terms of this Agreement (Performance Period). No renewals or extensions of the Agreement are permitted.

D. Funding Requirements of Section 215.971(1), Florida Statutes (F.S.):

1. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Performance Period.
2. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
3. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee or its subrecipients are entitled under the terms and conditions of the Agreement.

E. Agreement Payment and Funding Considerations:

1. Compensation. This is a cost reimbursement agreement. This Agreement shall not exceed \$500,000, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. The State's and the Department's performance and obligation to pay under this Agreement after the State fiscal year referenced in Section A, above, is contingent upon the fixed capital outlay funding remaining available for use by the Grantee for the purpose specified herein.
2. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.>
3. Grantee Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be reached at (850) 413-5516.
4. Taxes. The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
5. Expenditures. All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the State of Florida Reference Guide for State Expenditures, which can be obtained at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eae3eb12363d341f74.pdf?sfvrsn=ae70963d_2. The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.
6. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the SOW and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures. All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
7. Interim Payments. Payments will be made to the Grantee only after the Department's acceptance of the deliverable(s) per the deliverable payment points identified in the SOW; however, if the Department determines that circumstances warrant, the Department may accept partial performance and make partial payment for the partial performance.

8. Advance Payments. If authorized by sections 215.422(15) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.
9. Final Invoice. The Grantee shall submit the final invoice to the Department no later than sixty (60) days after the Agreement ends or is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any requests submitted after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

F. Governing Laws of the State of Florida:

1. Governing Law. The Grantee agrees that this Agreement is entered into in the state of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section V., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
2. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - a. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
 - b. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee.

For purposes of subsection b., "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance.

3. Advertising. Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of the Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
4. Sponsorship. As required by section 286.25, F.S., if the Grantee is a nongovernmental organization that sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.
5. Conflict of Interest. This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The

Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

6. Records Retention. The Grantee shall retain all records made or received in conjunction with the Agreement for the longer of five (5) years after the end of the Performance Period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.
7. MyFloridaMarketPlace. Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(6)(g), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

G. Return or Recoupment of Funds:

1. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager, and made payable to the "Department of Financial Services."
2. Notwithstanding the damages limitations of Section X., Limitation of Liability, if the Grantee's non-compliance with any provision of the Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

H. Audits and Records:

1. Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.
4. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

I. Employment Eligibility Verification: N/A

J. Non-Discrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

K. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Performance Period involving the Grantee, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Performance Period, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:
 - a. might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
 - b. involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this Section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.
3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Agreement Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
4. The Grantee shall promptly notify the Department's Agreement Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Agreement Manager all reasonable assurances requested by the Department to demonstrate that:

- a. the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
- b. the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in the SOW or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
4. The Grantee agrees to make payments to any subrecipient or contractor within seven (7) working days after receipt of full or partial payments from the Department, unless otherwise stated in the agreement between the Grantee and the subrecipient or contractor. The Grantee's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Grantee and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due (see section 287.0585, F.S.).

M. Nonexpendable Property:

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$5,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property purchased under this Agreement shall be listed on the property records of the Grantee. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to

a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which, at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make, or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

3. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
5. The Grantee shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget (see SOW).
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement must be vested in the Department and said property shall be transferred to the Department upon completion or termination of the Agreement unless otherwise authorized in writing by the Department.

N. Requirements Applicable to the Purchase of, or Improvements to, Real Property:

If funding provided under this Agreement is used for the purchase of, or improvements to, real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of, or improvements to, the real property for five (5) years from the date of purchase, the completion of the improvements, or as further required by law (see section 287.05805, F.S.).

O. Insurance:

The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

Upon execution of this Agreement, the Grantee shall provide the Department written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the Grantee shall furnish the Department proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is

cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee.

P. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

Q. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Performance Period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

R. Electronic Funds Transfer:

The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State’s Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

S. Entire Agreement:

The following documents are attached and incorporated into this Agreement, are considered an integral part of the Agreement, and embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

- a. Attachment 1, Scope of Work;
- b. Pages 1 through 14 of this Agreement;
- c. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
- d. Attachment 3, Index of Applicable Laws and Regulations;
- e. Addendum A, Public Records Requirements (all references in this addendum to “Contractor” shall be read to say “Grantee,” and all references to “Contract” shall be read to say “Agreement”);
- f. Appendix 1, Grantee’s contract with its contractor for Design-Build work; and

T. Time is of the Essence:

Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and comply with all other deadlines necessary to perform the Agreement, which include, but are not limited to, attendance of meetings or submittal of reports.

U. Termination:

1. Termination Due to the Lack of Funds.

If funds become unavailable for the Agreement’s purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

2. Termination for Cause.

The Department may terminate the Agreement if the Grantee fails to:

- a. satisfactorily complete the deliverables within the time specified in the Agreement;
- b. maintain adequate progress, thus endangering performance of the Agreement;
- c. honor any term of the Agreement; or
- d. abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department’s rights and remedies in this clause are in addition to any other rights and remedies provided by law or under

the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under:

- a. this Agreement; or
 - b. applicable program laws, rules, and regulations governing the use of funds under this Agreement.
3. Termination for Convenience.
The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product after it receives the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.
4. Grantee's Responsibilities upon Termination.
If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
- a. Stop work under this Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work that has not been terminated by the Department, if any.
 - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
 - d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

V. Dispute Resolution:

Unless otherwise stated in the SOW, disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

W. Indemnification:

1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the

Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such a suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department will not be liable for any royalties.

3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee:
 - a. written notice of any action or threatened action;
 - b. the opportunity to take over and settle or defend any such action at the Grantee's sole expense; and
 - c. assistance in defending the action at the Grantee's sole expense.

The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

X. Limitation of Liability:

Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

Y. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement. In the case of any delay the Grantee believes is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this Section is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is

excusable under this Section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate the Agreement in whole or in part.

Z. Mandatory Disclosure Requirements:

1. Conflict of Interest. This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
2. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”
3. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”
4. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: “A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”
5. Department Inspection of Records. Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee’s financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor’s programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the

Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department's Contract Manager within 10 business days after a request is made to the Contractor.

6. **Foreign Gifts and Contracts.** The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

AA. Severability:

If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

BB. Survival:

Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

CC. Execution in Counterparts:

This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

DD. Contact Information for Grantee and Department Contacts:

Grantee's Payee:

Grantee's Agreement Manager:

City of Lake City	Donna Duncan
225 NW Main Blvd	205 N Marion Ave.
Lake City, FL 32055	Lake City, FL 32055
386-752-3312	386-719-5800
wehingerj@lcfla.com	duncand@lcfla.com

Department's Agreement Manager:

Melissa Dembicer
200 E. Gaines Street
Tallahassee, FL 32399-0340
(850) 413-3606
Fax: (850) 922-1235
Melissa.Dembicer@myfloridacfo.com

In the event that any of the information provided in this Section changes after the execution of this Agreement, the Party making such change shall provide written notice to the other Party of such change. Such changes do not require a formal amendment to the Agreement.

EE. Notices:

The contact information provided in the immediately preceding Section shall be used by the Parties for all communications under this Agreement. Where the terms “written notice” or notice “in writing” are used to specify a notice requirement herein, said notice will be deemed to have been given:

1. when personally delivered;
2. when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid);
3. the day following the day (except if not a business day, then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or
4. on the date actually received or the date of the certification of receipt.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

Grantee: City of Lake City

Department of Financial Services:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1
SCOPE OF WORK (SOW)

- 1. Project Description.** Line 2431A of the General Appropriations Act for the 2022-2023 State fiscal year provides for the appropriation of \$500,000 to the Grantee for the construction of a fire station to serve the needs of the local community.

Funding under this Agreement will be used for the construction of a fire station located at 383 NW Hall of Fame Drive, Lake City, Florida 32055. The fire station construction must comply with the requirements of the contract the Grantee has entered with its contractor, which is attached hereto and incorporated by reference herein. The construction of the fire station will include the construction of the 6,800 square foot building consisting of 2 apparatus bays, with support spaces, day room, kitchen, seven (7) bunk rooms, and patio. The project construction costs are estimated at \$2,900,000. The Grantee will expend \$2,400,000 in local funds.

- 2. Grantee Responsibilities.** The Grantee shall:

- a. Complete all pre-construction elements for the construction, which include, but are not limited to, design development, design plans, engineering plans, and construction site mobilization.
- b. Submit to the Department, prior to beginning construction of the fire station, copies of:
 - i. all ownership documents;
 - ii. all contracts and subcontracts in furtherance of this Agreement; and
 - iii. written evidence that all construction services were competitively procured to the extent required by law.
- c. Complete construction of the fire station in accordance with: the design and construction plans submitted to the Department; the requirements set forth in this Agreement; and any applicable local, State (including, but not limited to, chapter 255, F.S.), and federal laws and regulations.
- d. Provide the Department with any amendments made to the contracts and subcontracts issued in furtherance of this Agreement. Note: It will be in the Department's sole discretion to determine whether such amendments require a written amendment to this Agreement.

- 3. Department's Responsibilities.**

- a. Review the Grantee's reports, invoices, and other records and reconcile them to supporting records.
- b. Monitor the Grantee's progress as it deems necessary, which may include site visits, to verify that the deliverable is being performed in accordance with this Agreement.
- c. Process payments to the Grantee for costs that are allowable, reasonable, and necessary.

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4. Deliverable.

The Grantee shall complete the following deliverable:

Table 1 Deliverables		
Deliverable No. 1 – Tasks to Design-Build the Fire Station.		
Tasks	Documentation	Financial Consequences
Complete all work to construct the fire station in accordance with the contract between the Grantee and the contractor performing the work, which is attached as Appendix 1.	<ol style="list-style-type: none"> 1) Invoice in accordance with Section 6, below. 2) The Grantee shall submit copies of: <ol style="list-style-type: none"> a. any documents demonstrating satisfactory performance in completion of the tasks listed in the contract which is attached as Appendix 1; b. proof of release of any liens that are associated with the work for which payment is requested; documentation to support performance by and payments made by contractor to subcontractors and suppliers for satisfaction of contractor’s obligations under its contract with the Grantee; and c. cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee’s contractor. 	Failure to pass each required construction phase inspection will result in non-payment of the associated invoiced task(s) until passage of the construction phase inspection. The Department will not reimburse the Grantee the amount of fees assessed for any re-inspection.
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$500,000		

5. Reconciliation Report.

Pursuant to section 215.971, F.S., the Department's Agreement Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. If the Department's Agreement Manager requests documentation from the Grantee's Agreement Manager for this purpose, Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request.

6. Invoice Submittal and Payment Schedule.

The Grantee shall provide itemized invoices for all portions of the deliverable rendered during that period of time. After receipt of the invoice, and in accordance with the payment provisions established in Section E of the Agreement, the Department shall disburse the amount of funds approved by the Department.

The Grantee shall submit the following documents with the itemized invoice:

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package:
 - i. are specifically for the project represented to the State in the budget appropriation;
 - ii. are for one or more of the construction components listed in the deliverable in Section 4, Deliverable;
 - iii. have been paid; and
 - iv. were incurred after the date specified in Section C, Performance Period, of the Agreement document, and prior to the end of the Performance Period.
- b. All documentation (specified in Section 4, Deliverable) necessary to demonstrate that progress on the project has been made and the work being invoiced has been completed in accordance with the requirements of this Agreement.

The Department may require any other information from the Grantee that the Department deems necessary to verify performance in accordance with this Agreement.

7. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Failure to complete the required duties outlined in the SOW shall result in the rejection of the invoice, and, as stated above in Section 4, Deliverable, if re-inspection is invoiced, the Department will reduce the invoice by that amount.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

8. Disposition of Property.

- a. Pursuant to Section M, Nonexpendable Property, of this Agreement, upon satisfactory completion of the requirements of the Agreement, the Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, the Grantee hereby grants to the Department a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by the Grantee, but not to exceed five (5) years following the termination of the Agreement. The Grantee shall provide written notice of any such planned disposition and await the Department's response prior to disposing the property. "Disposition" as used herein, includes, but is not limited to, the Grantee no

longer using the nonexpendable property for the uses authorized herein; and the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. The Department, in its sole discretion, may require the Grantee to refund to the Department the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

- b. Upon satisfactory completion of the requirements of this Agreement, the Grantee is authorized to retain ownership of the real property improved under this Agreement; however, for five (5) years thereafter the Grantee must provide written notice to the Department of any circumstance that:
 - i. will impact or has impacted, in any way, the Grantee's ownership of such property; or
 - ii. will modify or has modified the use of such property from the purposes authorized herein.

Such notice must be provided within ten (10) business days of learning of the event that will result or has resulted in either circumstance. If either of these circumstances arise, the Department will have the right, within its sole discretion, to demand that the Grantee reimburse the Department for part or all of the funding provided to the Grantee under this Agreement.

9. Failure to Complete Project Timely.

Upon completion of the project, the Grantee shall submit to the Department a copy of the Certificate of Occupancy and photos of the completed project. If the Grantee fails to complete the project within five (5) years after the total maximum amount for Deliverable No. 1 has been paid, the Department will have the right, in its sole discretion, to demand that the Grantee reimburse the Department for part or all of the funding provided to the Grantee under this Agreement.

- End of Attachment 1 (Scope of Work) -

Appendix 1

Grantee's Contract with its Contractor for Design-Build Work

CITY COUNCIL RESOLUTION NO. 2021-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AWARDED A CONTRACT FOR THE CONSTRUCTION OF THE LAKE CITY FIRE STATION NUMBER TWO TO OELRICH CONSTRUCTION, INC.; PROVIDING FOR THE CITY MANAGER TO AUTHORIZE THE PROVISION OF LABOR, EQUIPMENT, AND MATERIALS FOR SITE WORK TO BE PERFORMED BY THE CITY; PROVIDING FOR A CONTRACTUAL GUARANTEED MAXIMUM PRICE OF \$2,425,275.00, TO BE PAID TO OELRICH CONSTRUCTION, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") requires the construction of a fire station (No. 2) on the west side of the City (hereinafter the "Project"); and

WHEREAS, section 2-178(d) of the City Code requires the procurement of supplies and contractual services based on a competitive bid process and a formal contract to be entered when procuring services valued in excess of \$20,000.00; and

WHEREAS, due to the anticipated costs of the Project, competing proposals were solicited and received, and negotiations were conducted with the highest-ranking proposer, and now the city administration recommends that the Project be awarded to Oelrich Construction Inc. (hereinafter "Oelrich"); and

WHEREAS, the city administration has recommended to the City Council that the City is to provide certain site work related to the Project to offset the costs of the Project; and

WHEREAS, the City Council finds that it is in the City's best interest to award the Project to Oelrich pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Standard Form of Agreement Between Owner and Design-Builder* (hereinafter the "Agreement") attached hereto as "Exhibit A" and to accept the recommendation of the city administration that site work related to the Project will be performed by the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

Section 2. The City Council hereby authorizes and directs the Mayor to execute the attached Agreement with Oelrich Construction, Inc.

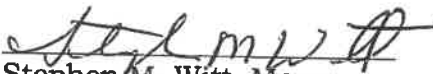
Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Oelrich to exceed the Agreement pricing. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Oelrich shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

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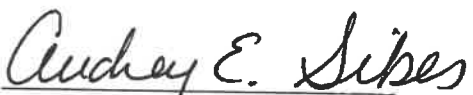
Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this 19th day of July 2021.


CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST:

By: 
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: 
Frederick L. Koberlein, Jr.,
City Attorney


AIA Document A141™ – 2014

CONTRACT #

2021-090

Standard Form of Agreement Between Owner and Design-Builder

ENTERED BY

Kep

AGREEMENT made as of the _____ day of _____ in the year two thousand twenty-one
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Lake City
205 North Marion Avenue
Lake City, FL 32055
Phone: 386-719-5768

and the Design-Builder:
(Name, legal status, address and other information)

Oelrich Construction, Inc.
275 NW 137th Drive, Suite A
Jonesville, FL 32669
Tel: 352-745-7877
Fax: 352-745-7878

for the following Project:
(Name, location and detailed description)

Lake City Fire Station #2
383 New Hall of Fame Drive
Lake City, Florida 32055

Project consists of a new Fire Station facility located at 383 NW Hall of Fame Drive. The Fire Station will be approximately 6,800 square feet consisting of two apparatus bays with support spaces, day room, kitchen, seven (7) bunk rooms and patio. The construction budget is \$2.3 million and is anticipated to be completed in twelve (12) months from notice of award.

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

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User Notes:

(1230333299)

1

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	UNCOVERING AND CORRECTION OF WORK
12	COPYRIGHTS AND LICENSES
13	TERMINATION OR SUSPENSION
14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS
C	SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

Based on (bridging) design criteria documents dated April 1, 2021 by Passero Associates.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

Init.

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User Notes:

(1230333299)

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

Refer to Section 1.1.1

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Project consists of a new Fire Station facility located at 383 NW Hall of Fame Drive. The Fire Station will be approximately 6,800 square feet consisting of two apparatus bays with support spaces, day room, kitchen, seven (7) bunk rooms and patio. The construction budget is \$2,425,275 million and is anticipated to be completed in twelve (12) months from notice of award.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

None.

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

None

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

\$2,425,275 million

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

Completed

.2 Submission of Design-Builder Proposal:

Completed

.3 Final Design (by Design Building) completion date:

October 4, 2021

.4 Substantial Completion date:

July 1, 2021

.5 Other milestone dates:

TBD

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

None

.2 Consultants

None

.3 Contractors

None

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

None

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

City of Lake City
205 North Marion Avenue
Lake City, FL 32055

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address and other information.)

Justin Vollenweider
Passero Associates LLC
4730 Casa Cola Way - Suite 200
St. Augustine, FL 32095
Phone: 904.757.6106

§ 1.2.3 The Owner will retain the following consultants and separate contractors:

(List discipline, scope of work, and, if known, identify by name and address.)

None

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Matthew Marino
Vice President
275 NW 137th Drive, Suite A
Jonesville, FL 32669
Tel: 352-745-7877
Fax: 352-745-7878

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 14.4
 Litigation in a court of competent jurisdiction
 Other: (Specify)

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s),

Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

One hundred fifty thousand dollars (\$150,000) per the Design Build Proposal dated 6/10/2021.

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See the Design Build Proposal Dated 6/10/2021.

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of percent (%) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 **Progress Reports**

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 **Design-Builder's Schedules**

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 **Design-Builder's Submittals**

§ 3.1.11.1 to the satisfaction of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit such schedule to the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 **Royalties, Patents and Copyrights**

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

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§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 **Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement,

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installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;

- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

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§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

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§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

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162

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the

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Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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18

165

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the

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21

168

Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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23

- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
 - .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible,

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written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to determine the presence or absence of the material or substance reported by the Design-Builder and, in the event the laboratory determines that the substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such claim, damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice

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to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

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§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder’s response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 In response to a Claim by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional information, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such services shall be at the Owner’s expense.

14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner’s initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic’s lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event,

mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of

the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

Init.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

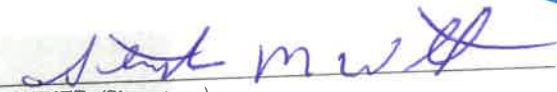
§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed

.6 Other:

Oelrich Construction Lake City Fire Station #2 Design Build Proposal dated June 10, 2021.

This Agreement entered into as of the day and year first written above.


OWNER (Signature)
Mayor


DESIGN-BUILDER (Signature)
Ivan Oelrich, President

Init.

(Printed name and title)

(Printed name and title)

Attest

Audrey E. Sebes

City Clerk

[Signature]

City Attorney



Init.

/

Additions and Deletions Report for AIA® Document A141™ – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:06:20 ET on 06/25/2021.

PAGE 1

AGREEMENT made as of the day of in the year two thousand twenty-one

...

City of Lake City
205 North Marion Avenue
Lake City, FL 32055
Phone: 386-719-5768

...

Oelrich Construction, Inc.
275 NW 137th Drive, Suite A
Jonesville, FL 32669
Tel: 352-745-7877
Fax: 352-745-7878

...

Lake City Fire Station #2
383 New Hall of Fame Drive
Lake City, Florida 32055

Project consists of a new Fire Station facility located at 383 NW Hall of Fame Drive. The Fire Station will be approximately 6,800 square feet consisting of two apparatus bays with support spaces, day room, kitchen, seven (7) bunk rooms and patio. The construction budget is \$2.3 million and is anticipated to be completed in twelve (12) months from notice of award.

PAGE 2

Based on (bridging) design criteria documents dated April 1, 2021 by Passero Associates.

PAGE 3

Refer to Section 1.1.1

...

Project consists of a new Fire Station facility located at 383 NW Hall of Fame Drive. The Fire Station will be approximately 6,800 square feet consisting of two apparatus bays with support spaces, day room, kitchen, seven (7) bunk rooms and patio. The construction budget is \$2,425,275 million and is anticipated to be completed in twelve (12) months from notice of award.

...

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User Notes:

(1230333299)

None.

...

None

...

\$2,425,275 million

...

Completed

...

Completed

.3 —ed completion dates:Final Design (by Design Building) completion date:

October 4, 2021

...

July 1, 2021

...

TBD

PAGE 4

None

...

None

...

None

...

None

...

City of Lake City
205 North Marion Avenue
Lake City, FL 32055

...

Justin Vollenweider
Passero Associates LLC
4730 Casa Cola Way - Suite 200
St. Augustine, FL 32095

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User Notes:

(1230333299)

Phone: 904.757.6106

PAGE 5

None

...

Matthew Marino
Vice President
275 NW 137th Drive, Suite A
Jonesville, FL 32669
Tel: 352-745-7877
Fax: 352-745-7878

...

Arbitration pursuant to Section 14.4

PAGE 6

One hundred fifty thousand dollars (\$150,000) per the Design Build Proposal dated 6/10/2021.

PAGE 7

See the Design Build Proposal Dated 6/10/2021.

PAGE 34

- ~~3~~ AIA Document A141™ 2014, Exhibit B, Insurance and Bonds
- ~~4~~ AIA Document A141™ 2014, Exhibit C, Sustainable Projects, if completed
- ~~5~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed,
or the following:

...

Oelrich Construction Lake City Fire Station #2 Design Build Proposal dated June 10, 2021.

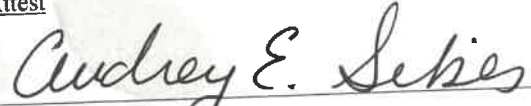
...

Mayor 

PAGE 35


Ivan Oelrich, President

Attest


City Clerk


City Attorney

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:06:20 ET on 06/25/2021 under Order No. 7433320074 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

FLK/aj
1/31/2022
2/2/2022

CITY COUNCIL RESOLUTION NO. 2022-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE DESIGN-BUILD AMENDMENT TO THE CONTRACT WITH OELRICH CONSTRUCTION, INC.; PROVIDING FOR THE DESIGN AND CONSTRUCTION OF A SECOND FIRE STATION; PROVIDING FOR A CONTRACTUAL GUARANTEED MAXIMUM PRICE OF \$2,747,429.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 19, 2021, the City of Lake City, Florida (hereinafter the "City") and Oelrich Construction, Inc. (hereinafter "Oelrich") entered into an agreement for the design and construction of a fire station (No. 2) (hereinafter the "Agreement") pursuant to City Council Resolution No. 2021-111; and

WHEREAS, the Agreement required Oelrich to present a design and anticipated construction costs of the fire station as an amendment to the Agreement; and

WHEREAS, Oelrich has presented a design to the City administration that includes anticipated construction costs a copy of which is attached hereto and titled *AIA Document A141 – 2014 Exhibit A Design-Build Amendment* (hereinafter the "Amendment"); and

WHEREAS, the City administration has advised the City Council of the need for permitting and easements from third-parties prior to initiating the construction of the fire station; and

WHEREAS, the City Council finds that it is in the City's best interest to approve the Amendment for the design and construction of the fire station contingent upon the approval of any and all permits required by federal, state, and local government agencies as well as the receipt of any easements related to the construction and operation of the fire station.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

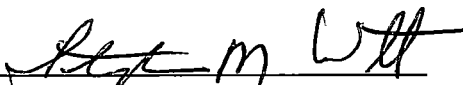
Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

Section 2. The City Council hereby authorizes the Mayor to execute the attached Amendment after the City administration confirms that all necessary permits required by federal, state, or local government agencies have been approved and any easements related to the construction and operation of the fire station have been received.

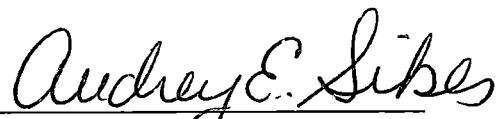
Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this 7th day of February 2022.

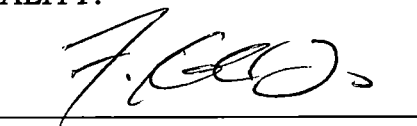
CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST:

By: 
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: 
Frederick L. Koberlein, Jr.,
City Attorney

AIA[®] Document A141[™] – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141[™]-2014, Standard Form of Agreement Between Owner and Design-Builder dated the nineteenth day of July in the year two thousand twenty-one (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

Lake City Fire Station #2
383 New Hall of Fame Drive
Lake City, Florida 32055

THE OWNER:
(Name, legal status and address)

City of Lake City
205 North Marion Avenue
Lake City, FL 32055

THE DESIGN-BUILDER:
(Name, legal status and address)

Oelrich Construction, Inc.
275 NW 137th Drive, Suite A
Jonesville, FL 32669

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

Stipulated Sum, in accordance with Section A.1.2 below

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

- Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be two million, seven hundred forty-seven thousand and four hundred twenty-nine dollars, zero cents (\$2,747,429.00), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

Alternatives 2 (Site work), 3 (Site Concrete) and 4 (Landscaping)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 30th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 30th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a

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detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

~~§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:~~

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

In accordance with the Local Government Prompt Payment Act.

(Paragraphs deleted)

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met,

the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than two hundred seventy (270) days from the date of this
(Paragraphs deleted)
Amendment subject to adjustments of the Contract Time as provided in the Design-Build Documents.
(Paragraphs deleted)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
GMP Proposal	Revision 1	12/22/21	25
Project Schedule	LCFS2 – Precon Schedule	1/11/22	2

§ A.3.1.2 The Specifications:
(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
Refer to attached Table of Contents	Project Specifications	11/16/2021	580

§ A.3.1.3 The Drawings:
(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Number	Title	Date
Refer to attached Cover Sheet for drawing list	Construction Drawings	11/16/21 (69 pages)

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ A.3.1.6 Design-Builder's assumptions and clarifications:

Refer to GMP Proposal Revision 1

(Paragraphs deleted)

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

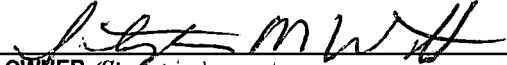
.1 Superintendent

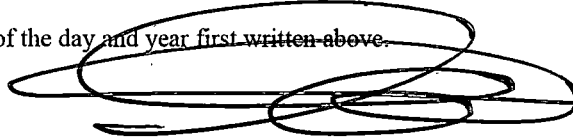
Oelrich Proposal dated December 22, 2021, refer to Exhibit E.

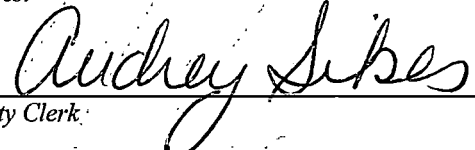
.2 Project Manager

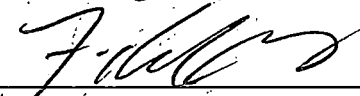
Oelrich Proposal dated December 22, 2021, refer to Exhibit E.

This Amendment to the Agreement entered into as of the day and year first written above.


OWNER (Signature)
Mayor Stephen M. Witt
(Printed name and title)


DESIGN-BUILDER (Signature)
Tom A. Cevach, President
(Printed name and title)

Attest

City Clerk


City Attorney

Init.

Additions and Deletions Report for AIA[®] Document A141[™] – 2014 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:50:25 ET on 01/25/2022.

PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141[™]-2014, Standard Form of Agreement Between Owner and Design-Builder dated the nineteenth day of July in the year two thousand twenty-one (the "Agreement")

...
Lake City Fire Station #2
383 New Hall of Fame Drive
Lake City, Florida 32055

...
City of Lake City
205 North Marion Avenue
Lake City, FL 32055

...
Oelrich Construction, Inc.
275 NW 137th Drive, Suite A
Jonesville, FL 32669

A.5 COST OF THE WORK

[] Stipulated Sum, in accordance with Section A.1.2 below

PAGE 2

§ A.1.2.1 The Stipulated Sum shall be two million, seven hundred forty-seven thousand and four hundred twenty-nine dollars, zero cents (\$ 2,747,429.00), subject to authorized adjustments as provided in the Design-Build Documents.

...

Alternatives 2 (Site work), 3 (Site Concrete) and 4 (Landscaping)

~~§ A.1.2.3 Unit prices, if any:~~

~~(Identify item, state the unit price, and state any applicable quantity limitations.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ A.1.3 Cost of the Work Plus Design Builder's Fee~~

~~§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.~~

~~§ A.1.3.2 The Design Builder's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Design Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)~~

~~§ A.1.4 Cost of the Work Plus Design Builder's Fee With a Guaranteed Maximum Price~~

~~§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.~~

~~§ A.1.4.2 The Design Builder's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Design Builder's Fee and the method for adjustment to the Fee for changes in the Work.)~~

~~§ A.1.4.3 Guaranteed Maximum Price~~

~~§ A.1.4.3.1 The sum of the Cost of the Work and the Design Builder's Fee is guaranteed by the Design Builder not to exceed (\$), subject to additions and deductions for changes in the Work as provided in the Design Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design Builder without reimbursement by the Owner.~~

~~(Insert specific provisions if the Design Builder is to participate in any savings.)~~

~~§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price~~

~~Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design Builder's Fee, and other items that comprise the Guaranteed Maximum Price.~~

~~(Provide information below or reference an attachment.)~~

~~§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design Build Documents and are hereby accepted by the Owner:~~

~~(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)~~

~~§ A.1.4.3.4 Unit Prices, if any:~~

~~(Identify item, state the unit price, and state any applicable quantity limitations.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

...

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 30th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 30th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Owner receives the Application for Payment.

PAGE 3

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);

...
In accordance with the Local Government Prompt Payment Act.

~~§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee~~

~~§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design Builder through the end of the period covered by the Application for Payment and for which Design Builder has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ A.1.5.3.2 Subject to other provisions of the Design Build Documents, the amount of each progress payment shall be computed as follows:~~

- ~~1 Take the Cost of the Work as described in Article A.5 of this Amendment;~~
- ~~2 Add the Design Builder's Fee, less retainage of — percent (— %). The Design Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~3 Subtract retainage of — percent (— %) from that portion of the Work that the Design Builder self-performs;~~
- ~~4 Subtract the aggregate of previous payments made by the Owner;~~
- ~~5 Subtract the shortfall, if any, indicated by the Design Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.~~

~~§ A.1.5.3.3 The Owner and Design Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design Builder shall execute agreements in accordance with those terms.~~

~~§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price~~

~~§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the~~

period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design Builder on account of that portion of the Work for which the Design Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

~~§ A.1.5.4.2~~ Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- ~~1~~ Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- ~~2~~ Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- ~~3~~ Add the Design Builder's Fee, less retainage of ~~—~~ percent (~~—~~%). The Design Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- ~~4~~ Subtract retainage of ~~—~~ percent (~~—~~%) from that portion of the Work that the Design Builder self performs;
- ~~5~~ Subtract the aggregate of previous payments made by the Owner;
- ~~6~~ Subtract the shortfall, if any, indicated by the Design Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~7~~ Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

~~§ A.1.5.4.3~~ The Owner and Design Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design Builder shall execute agreements in accordance with those terms.

PAGE 4

~~§ A.2.2~~ The Design-Builder shall achieve Substantial Completion of the Work not later than two hundred seventy (270) days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

~~Amendment~~ subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

...

GMP Proposal

Revision 1

12/22/21

25

Project Schedule LCFS2 – Precon Schedule 1/11/22 2

...
Refer to attached Table of Contents Project Specifications 11/16/2021 580

...
Refer to attached Cover Sheet for drawing Construction Drawings 11/16/21 (69 pages)
list:

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
--------------	-------------	--------------

Other identifying information:

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

.2 Contingencies

Refer to GMP Proposal Revision 1

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

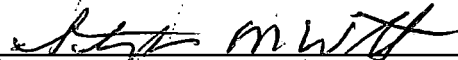
§ A.3.1.8 To the extent the Design Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

Oelrich Proposal dated December 22, 2021, refer to Exhibit E.

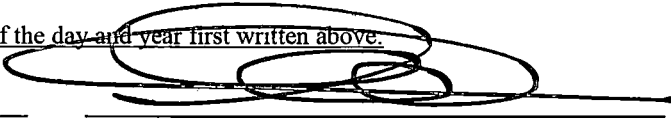
Oelrich Proposal dated December 22, 2021, refer to Exhibit E!

~~3~~ — Others

~~This Amendment to the Agreement entered into as of the day and year first written above.~~

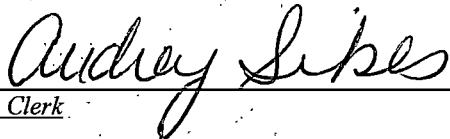


OWNER (Signature)
Mayor Stephen M. Witt
(Printed name and title)



DESIGN-BUILDER (Signature)
Thomas A. Oelrich, President
(Printed name and title)

Attest



City Clerk



City Attorney

OWNER (Signature)

(Printed name and title)

DESIGN-BUILDER (Signature)

(Printed name and title)

~~§ A.4.2 The Design Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)~~

ARTICLE A.5 — COST OF THE WORK

~~§ A.5.1 Cost To Be Reimbursed as Part of the Contract~~

~~§ A.5.1.1 Labor Costs~~

~~§ A.5.1.1.1 Wages of construction workers directly employed by the Design Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off site workshops.~~

~~§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design Builder's supervisory and administrative personnel when stationed at the site.~~

~~(If it is intended that the wages or salaries of certain personnel stationed at the Design Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)~~

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
-----------------	------------------------------	---------------	---------------------

~~§ A.5.1.1.3 Wages and salaries of the Design Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

~~§ A.5.1.1.4 Costs paid or incurred by the Design Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.~~

~~§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.~~

~~§ A.5.1.2 Contract Costs. Payments made by the Design Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.~~

~~§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction~~

~~§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.~~

~~§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.~~

~~§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items~~

~~§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design Builder shall mean fair market value.~~

~~§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design Builder owned item may not exceed the purchase price of any comparable item. Rates of Design Builder owned equipment and quantities of equipment shall be subject to the Owner's prior approval.~~

~~§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.~~

~~§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.~~

~~§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.~~

~~§ A.5.1.5 Miscellaneous Costs~~

~~§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self insurance for either full or partial amounts of the coverages required by the Design Build Documents.~~

~~§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design Builder is liable.~~

~~§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design Builder is required by the Design Build Documents to pay.~~

~~§ A.5.1.5.4 Fees of laboratories for tests required by the Design Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design Build Documents, and which do not fall within the scope of Section A.5.1.6.3.~~

~~§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design Build Documents; and payments made in accordance with legal judgments against the Design Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design Build Documents, then they shall not be included in the Cost of the Work.~~

~~§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.~~

~~§ A.5.1.5.7 Deposits lost for causes other than the Design Builder's negligence or failure to fulfill a specific responsibility in the Design Build Documents.~~

~~§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design Builder, reasonably incurred by the Design Builder after the execution of the Agreement and in the performance of the Work.~~

~~§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design Builder's personnel required for the Work.~~

~~§ A.5.1.5.10 That portion of the reasonable expenses of the Design Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.~~

~~§ A.5.1.6 Other Costs and Emergencies~~

~~§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.~~

~~§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.~~

~~§ A.5.1.6.3 Costs of repairing or correcting damaged or noneonforming Work executed by the Design Builder, Contractors or suppliers, provided that such damaged or noneonforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design Builder and only to the extent that the cost of repair or correction is not recovered by the Design Builder from insurance, sureties, Contractors, suppliers, or others.~~

~~§ A.5.1.7 Related Party Transactions~~

~~§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design Builder; any entity in which any stockholder in, or management employee of, the Design Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design Builder. The term "related party" includes any member of the immediate family of any person identified above.~~

~~§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design Builder and a related party, the Design Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design Builder shall procure the Work, equipment, goods or service from~~

the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

~~§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract~~

~~The Cost of the Work shall not include the items listed below:~~

- ~~1 Salaries and other compensation of the Design Builder's personnel stationed at the Design Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;~~
- ~~2 Expenses of the Design Builder's principal office and offices other than the site office;~~
- ~~3 Overhead and general expenses, except as may be expressly included in Section A.5.1;~~
- ~~4 The Design Builder's capital expenses, including interest on the Design Builder's capital employed for the Work;~~
- ~~5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;~~
- ~~6 Any cost not specifically and expressly described in Section A.5.1; and~~
- ~~7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.~~

~~§ A.5.3 Discounts, Rebates, and Refunds~~

~~§ A.5.3.1 Cash discounts obtained on payments made by the Design Builder shall accrue to the Owner if (1) before making the payment, the Design Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design Builder with which to make payments; otherwise, cash discounts shall accrue to the Design Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design Builder shall make provisions so that they can be obtained.~~

~~§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.~~

~~§ A.5.4 Other Agreements~~

~~§ A.5.4.1 When the Design Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.~~

~~§ A.5.4.2 Agreements between the Design Builder and Contractors shall conform to the applicable payment provisions of the Design Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design Builder in Section A.5.5, below.~~

~~§ A.5.4.3 The agreements between the Design Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.~~

~~§ A.5.5 Accounting Records~~

~~The Design Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase~~

orders, vouchers, memoranda and other data relating to the Contract. The Design Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

~~§ A.5.6 Relationship of the Parties~~

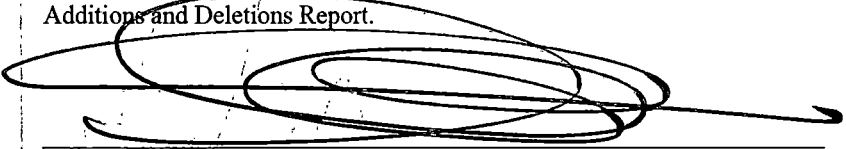
~~The Design Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.~~

~~This Amendment to the Agreement entered into as of the day and year first written above.~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:50:25 ET on 01/25/2022 under Order No. 7433320074 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014 Exhibit A, Design-Build Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

4/4/22

(Dated)

CITY COUNCIL RESOLUTION NO. 2022-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE TO THE CONTRACT BETWEEN THE CITY AND OELRICH CONSTRUCTION, INC., RELATED TO THE ADDITION OF A DRAINAGE EASEMENT FOR THE LAKE CITY FIRE STATION NUMBER 2 PROJECT; PROVIDING FOR AN INCREASE IN THE CONTRACT PRICE BY \$1,800.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 19, 2021, the City of Lake City, Florida (hereinafter the “City”) and Oelrich Construction, Inc. (hereinafter “Oelrich”) entered into an agreement for the design and construction of a fire station (No. 2) (hereinafter the “Agreement”) pursuant to City Council Resolution No. 2021-111; and

WHEREAS, the Agreement required Oelrich to present a design and anticipated construction costs of the fire station as an amendment to the Agreement; and

WHEREAS, the Agreement was amended through City Council Resolution 2022-011 for a contractual price of \$2,747,429.00; and

WHEREAS, Oelrich has presented a change order for the design and construction of a drainage easement, a copy of which is attached hereto and titled *COP #002 – Easement Add Services* (hereinafter “Change Order Number One”); and

WHEREAS, the cost related to the Change Order Number One is increased by one thousand eight hundred dollars and zero cents (\$1,800.00) and no extension of the completion date is requested; and

WHEREAS, the City Council finds that it is in the City’s best interest to

FLK/aj
05/10/2022

enter into Change Order Number One pursuant to and in accordance with the respective terms and conditions included in Change Order Number One and leaving all other provisions of the Contract in full force and effect.

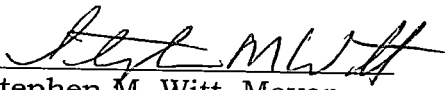
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are hereby made a part of this resolution.

Section 2. The City Council hereby authorizes the Mayor to execute Change Order Number One.

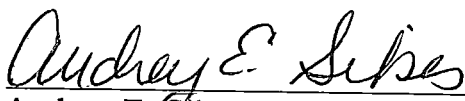
PASSED AND ADOPTED at a meeting of the City Council this 16th day of May 2022.

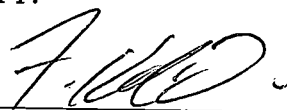
CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND LEGALITY:

By: 
Audrey E. Sikes, City Clerk

By: 
Frederick L. Koberlein, Jr.,
City Attorney



April 22, 2022

Justin Vollenweider
 Senior Project Architect
 Passero & Associates
 4730 Casa Cola Way, Suite 200
 St. Augustine, FL 32095

**Re: 21.01.028 – Lake City Fire Station # 2
 COP # 002 – Easement Add Services**

Mr. Vollenweider,

Included herein please find Change Order Proposal # 002. This COP is based the additional coordination required for the project related County and City Easement. Please see the detailed breakdown below for more information.

Subcontractor	Cost	Schedule Impact
Walker Architects, Inc.	\$ 1,500	
Oelrich Construction, Inc.	\$ 300	
General Conditions	\$ 0	
General Liability Insurance	\$ 0	
Permit	\$ 0	
CM Fee	\$ 0	

The total cost and schedule impact of this COP is: \$ 1,800 0 days

Thank you for your attention to this proposal. If you require any further information on these matters, please do not hesitate to contact me at any time.

Sincerely,
Oelrich Construction, Inc.

Christina Alexandra

Christina Alexandra
 Assistant Project Manager

Approved By:
Signature:
Date:

275 NW 137th Drive
 Suite A
 Jonesville, Florida 32669
 oelrichconstruction.com
 352-745-7877
 CGC1510579



Walker Architects, Inc.
2035 NW 13th Street
Gainesville, Florida 32609

352.672.6448
walker-arch.com
AA26002009

Date: 3/29/2022

To: Matthew Marino
Oelrich Construction, Inc.
275 NW 137th Drive, Suite A
Jonesville, FL 32669

Re: **Additional Service Proposal: ASA-03 Easement Scope**

Architect's Project No: 21031

Dear Matt:

Walker Architects, Incorporated is pleased to submit this letter, which will serve as our Proposal and, when signed by you on the Agreement Acceptance line below and returned to our office, shall also represent the Agreement between the parties. The parties to this Agreement are:

The Design Builder: Oelrich Construction, Inc.

AND

The Architect: Walker Architects, Incorporated

The Design Builder will provide the Architect full information regarding the project scope and program that will set forth the Owner's design objectives, constraints, criteria and budget. It is the intent of this letter to describe the Professional services to be rendered by our firm and the corresponding remuneration.

SCOPE OF SERVICES

The Architect will procure from Gmuer Engineering services for analysis of easement approach and documentation to comply with City of Lake City requirements.

Proposed fee includes:

1. Administration by Walker Architects
2. Analysis of easement approach
3. Legal description for driveway easement
4. Writeup of drainage rights for resolution

Proposed fee does not include:

1. Opinions of probable cost / cost estimates
2. Any work not listed above or in the attached sub-consultant proposal(s)



BASIS OF COMPENSATION

Compensation for the Architect's services will be based on a stipulated sum which shall be agreed upon by both parties prior to commencing the work. The stipulated sum is based on the scope and detail of the work to be prepared by the Architect.

Schedule of Fees may be found as Exhibit A.

The agreed upon compensation for this proposal will be added to all previously contracted sums for the project and invoiced concurrently as they are completed.

Reimbursable expenses shall be actual out-of-pocket expenses incurred by the Architect, and will be invoiced in the same manner as agreed to in the original project agreement.

Remuneration for services listed in this proposal is based on the scope of work and the Professional's hourly rates listed in our original contract and in any attached subcontractor proposals.

DELIVERABLES and SCHEDULE:

Work on these Additional Services will be scheduled upon receipt of a signed contract. The Architect will ~~work with the Owner to integrate the schedule of these deliverables with the schedule of the whole project.~~

- Legal Description for Driveway Easement
- Writeup of Drainage Rights for Resolution

CONTRACTUAL TERMS

1. Invoicing will be rendered in the same manner as agreed to in the original agreement for the project.
2. Either party may terminate this Agreement at any Phase upon at least seven (7) days written notice to the Architect. In the event of termination, the Architect shall be compensated for all services performed to termination date, together with reimbursable expenses incurred to date.
3. If this Agreement meets with your approval, please sign a copy and return it to our office within (30) days. After 30 days, schedule dates or cost estimates contained in this proposal expire and may require updates.

We look forward to working on this exciting project with you. Please contact us if you have any questions regarding the extent of our services or our compensation methods.

Best Regards,

Tim Williams, AIA, LEED AP
Principal



Exhibit A: Fee Schedule

Phase	Discipline	Amount
A.03 Easement	Civil Engineer	\$1,200
	Architect	\$300
Grand Total		\$1,500

IMPACT TO THE PROJECT BUDGET

The above fees will be added to the total project budget and invoiced concurrently as the work is completed.

Matthew Marino
Oelrich Construction, Inc.

Date: _____

INVOICE #21-0055.5

21-0055 - Lake City Fire Station 2



FROM	TO	INVOICE NO.	21-0055.5
Gmuer Engineering, LLC	Walker Architects, Inc.	INVOICE DATE	March 22, 2022
2603 NW 13TH ST # 314	2035 NW 13th St	PAYMENT DUE	April 21, 2022
Gainesville, FL 32609	Gainesville, FL 32609		
billing@gmuereng.com	ID: 16-0037		

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
2022-03-02 Analysis of Easement Approach	1	\$250.00	\$250.00
2022-03-15 Legal Description for Driveway Easement	1	\$650.00	\$650.00
2022-03-16 Write up of Drainage Rights for Resolution	1	\$250.00	\$250.00
2022-03-21 Review Resolution for Typos	1	\$50.00	\$50.00
Total Due			USD \$1,200.00

TERMS AND NOTES

Thank you for choosing GmuerEng for your project.

Lake City Fire Station # 2

21.01.028

Oelrich Construction, Inc.

Preconstruction Services Worksheet

April 22, 2022

**Change Order Proposal #2: Easement Add Services
Analysis of easement approach and documentaton**

	Rate Per Hr	
		\$100.00
Matthew Marino, Preconstruction Manager	3	\$ 100.00
Grand Total		\$ 300.00

Lake City Fire Station # 2
CHANGE ORDER PROPOSAL LOG
 Friday, April 22, 2022

COP	Description	Status	Estimated Cost		Submitted Cost		Executed Changes		Schedule Impact	Date Submitted	Date Approved	CO#
			CM Contingency	Contract	CM Contingency	Contract	CM Contingency	Contract				
001	Signage Allowance Buyout	OPEN										
002	Easement add services	SUBMITTED			\$ 1,800.00					4/22/2022		
004												
SUBTOTALS			\$ -	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	0.00			

GMP AMOUNT	
CURRENT TOTALS	
ESTIMATED AMOUNTS	

	CONTINGENCY	GMP	CONTRACT TIME
Original Contract Amount:	\$ 37,692	\$ 2,897,429	
Total with Currency Executed Changes:	\$ 37,692	\$ 2,897,429	0.00
Total If All Estimated & Submitted Costs Were Approved:	\$ 35,892	\$ 2,897,429	0.00

ATTACHMENT 2



**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): Melissa.Dembicer@myfloridacfo.com

or

Paper (hard copy):
Melissa Dembicer
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0340

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: Local Government Fire Service Grants
State Awarding Agency: State of Florida, Department of Financial Services
Catalog of State Financial Assistance Title and Number: Local Government Fire Service Grants,
43.009
Amount: \$500,000

2. State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement #FM724 between the Grantee and the Department, entered in State Fiscal Year 2022-2023.

Attachment 3
Index of Applicable Laws and Regulations

1. Statutory Requirements:

Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:

Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.05805, F.S. (if funding is used for real property purchase or improvement)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

Addendum A

1 of 2

3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: (850) 413-3149
Email: PublicRecordsRequest@myfloridacfo.com
Mailing Address: The Department of Financial Services
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

File Attachments for Item:

12. Discussion and Possible Action - Planning and Zoning Board (Presenter: Mayor Stephen Witt)

Mavis Georgalis has resigned from the Planning and Zoning Board effective October 31, 2022. The Board now has a board member vacancy.

Mavis R Georgalis
223 SE Church Ave.
Lake City, FL 32025

October 4, 2022

City of Lake City
City Council Members
City Manage

Gentlemen:

It is with sincere regret that I resign from the City of Lake City Planning & Zoning Board, Board of Adjustment, and Historic Preservation Agency effective November 1, 2022.

I appreciate the opportunity to have served the citizens of Lake City these past years.

Sincerely,



Mavis R. Georgalis

File Attachments for Item:

13. Discussion and Possible Action - Approval of additional three (3) firefighter position through the Safer Grant (Presenter: Chief Wehinger)

MEETING DATE
10/17/2022

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Add 3 positions to the Fire Department in order to accept the SAFER Grant.

DEPT / OFFICE: Fire Department

Originator: Joshua Wehinger, Fire Chief

City Manager Paul Dyal	Department Director Joshua Wehinger	Date 9/29/2022
----------------------------------	-----------------------------------------------	--------------------------

Recommended Action:
In order to accept the SAFER Grant, the Council will need to add 3 positions to the Fire Department.

Summary Explanation & Background:
Recently the Fire Department was awarded the SAFER Grant in which the Council has accepted. In order to utilize these funds, the Council will need to agree to add three new positions to the Fire Department.

Alternatives:

Source of Funds: SAFER Grant

Financial Impact: None until 2026

Exhibits Attached:

CITY COUNCIL RESOLUTION NO. 2022-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT FROM THE UNITED STATES OF AMERICA, DEPARTMENT OF HOMELAND SECURITY; PROVIDING FOR THE EXECUTION OF INSTRUMENTS THROUGH THE FEMA GRANTS OUTCOMES SYSTEM; PROVIDING FOR THE ACCEPTANCE OF \$717,693.60 IN FEDERAL FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) submitted to the United States Department of Homeland Security (hereinafter the “DHS”) an application for the Staffing for Adequate Fire and Emergency Response grant (hereinafter the “SAFER”) for federal funds for use to employ additional firefighters for the City; and

WHEREAS, in consideration of the promises, representations, and assurances provided by the City, DHS has approved the SAFER application for the City; and

WHEREAS, the City Council finds that accepting the terms and conditions of the SAFER Grant Agreement, a copy of which is attached hereto as “Exhibit A,” is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

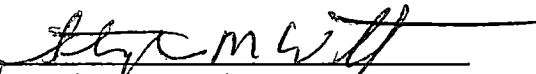
Section 2. The city administration is hereby authorized to accept the grant award from the United States of America acting through the Department of Homeland Security to employ additional firefighters for the City.

Section 3. The Mayor, or city administration, is authorized to execute any and all documentation relating to the SAFER Grant Agreement.

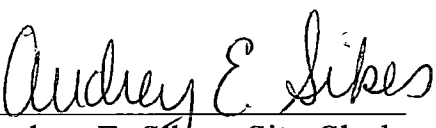
Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council on the 19th day of September 2022.

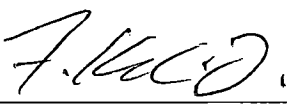
CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt,
Mayor

ATTEST:

By: 
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: 
Frederick L. Koberlein, Jr.,
City Attorney

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Staffing for Adequate Fire and Emergency Response

Recipient: CITY OF LAKE CITY

UEI-EFT: MYB6D4DLBJD9

DUNS number: 020983110

Award number: EMW-2021-FF-01330

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Staffing for Adequate Fire and Emergency Response (SAFER) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Approved Economic Hardship Waivers

Position cost limit waiver

FEMA has waived the position cost limit requirement for this grant award. Costs are limited to the approved budget per position.

Cost share waiver

FEMA has waived the cost share requirement for this grant award. You are not required to contribute non-Federal funds for this grant award. The recipient is responsible for any costs that exceed the Federal funding provided for this grant award.

Minimum budget waiver

FEMA has waived the minimum budget requirement for this award.

Non-supplanting waiver

FEMA has waived the non-supplanting requirement for this award. SAFER grant funds may be used to replace funds that would be available from State or local sources or from the Bureau of Indian Affairs.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The cost share amounts described in this award letter are based on the approved total project cost; however, the Federal funding available is limited based on the applicable position cost limit and the applicable cost share as applied to actual costs.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$114,110.61	\$116,392.80	\$118,720.65	\$349,224.06
Fringe benefits	\$120,399.15	\$122,807.13	\$125,263.26	\$368,469.54
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$234,509.76	\$239,199.93	\$243,983.91	\$717,693.60
Non-federal	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$234,509.76	\$239,199.93	\$243,983.91	\$717,693.60
Program Income				\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 SAFER NOFO.

Approved request details:

Hiring of Firefighters

New, Additional Firefighter(s)			
BENEFITS FUNDED			
The benefits are as follows: Worker's Compensation - \$2056.58 Social Security - \$2358.29 Medicare -\$551.53 Pension - \$14124.08 Health Insurance - \$20711.28 Disability Insurance - \$216.09 Life Insurance/ADD - \$115.20 Total = \$40133.05. Historical trends suggest that benefits and salaries will increase on average 2% per year.			
NUMBER OF FIREFIGHTERS			
3			
	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
Year 1	\$38,036.87	\$40,133.05	\$78,169.92
Year 2	\$38,797.60	\$40,935.71	\$79,733.31
Year 3	\$39,573.55	\$41,754.42	\$81,327.97
3 Year Total	\$717,693.60		

Agreement Articles

Program: Fiscal Year 2021 Staffing for Adequate Fire and Emergency Response

Recipient: CITY OF LAKE CITY

UEI-EFT: MYB6D4DLBJD9

DUNS number: 020983110

Award number: EMW-2021-FF-01330

Table of contents

Article	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
1	
Article	General Acknowledgements and Assurances
2	
Article	Acknowledgement of Federal Funding from DHS
3	
Article	Activities Conducted Abroad
4	
Article	Age Discrimination Act of 1975
5	
Article	Americans with Disabilities Act of 1990
6	
Article	Best Practices for Collection and Use of Personally Identifiable Information
7	
Article	Civil Rights Act of 1964 – Title VI
8	
Article	Civil Rights Act of 1968
9	
Article	Copyright
10	
Article	Debarment and Suspension
11	
Article	Drug-Free Workplace Regulations
12	
Article	Duplication of Benefits
13	
Article	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
14	
Article	Energy Policy and Conservation Act
15	
Article	False Claims Act and Program Fraud Civil Remedies
16	
Article	Federal Debt Status
17	
Article	Federal Leadership on Reducing Text Messaging while Driving
18	
Article	Fly America Act of 1974
19	
Article	Hotel and Motel Fire Safety Act of 1990
20	
Article	John S. McCain National Defense Authorization Act of Fiscal Year 2019
21	
Article	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
22	
Article	Lobbying Prohibitions
23	
Article	National Environmental Policy Act
24	
Article	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
25	

Article	Non-Supplanting Requirement
26	
Article	Notice of Funding Opportunity Requirements
27	
Article	Patents and Intellectual Property Rights
28	
Article	Procurement of Recovered Materials
29	
Article	Rehabilitation Act of 1973
30	
Article	Reporting of Matters Related to Recipient Integrity and Performance
31	
Article	Reporting Subawards and Executive Compensation
32	
Article	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
33	
Article	SAFECOM
34	
Article	Terrorist Financing
35	
Article	Trafficking Victims Protection Act of 2000 (TVPA)
36	
Article	Universal Identifier and System of Award Management
37	
Article	USA PATRIOT Act of 2001
38	
Article	Use of DHS Seal, Logo and Flags
39	
Article	Whistleblower Protection Act
40	
Article	Environmental Planning and Historic Preservation (EHP) Review
41	
Article	Applicability of DHS Standard Terms and Conditions to Tribes
42	
Article	Acceptance of Post Award Changes
43	
Article	Disposition of Equipment Acquired Under the Federal Award
44	
Article	Prior Approval for Modification of Approved Budget
45	
Article	Indirect Cost Rate
46	
Article	Award Performance Goals
47	

Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

<p>Article 3</p>	<p>Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.</p>
<p>Article 4</p>	<p>Activities Conducted Abroad Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.</p>
<p>Article 5</p>	<p>Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
<p>Article 6</p>	<p>Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
<p>Article 7</p>	<p>Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
<p>Article 8</p>	<p>Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>

Article 9**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11**Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12**Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13**Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

<p>Article 14</p>	<p>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.</p>
<p>Article 15</p>	<p>Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>
<p>Article 16</p>	<p>False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p>
<p>Article 17</p>	<p>Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)</p>
<p>Article 18</p>	<p>Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.</p>
<p>Article 19</p>	<p>Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>

<p>Article 20</p>	<p>Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a</p>
<p>Article 21</p>	<p>John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons</p>
<p>Article 22</p>	<p>Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.</p>
<p>Article 23</p>	<p>Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.</p>
<p>Article 24</p>	<p>National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans</p>

Article 25 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 26 Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 27 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 28 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 29 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 30 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 31 Reporting of Matters Related to Recipient Integrity and Performance
General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 Reporting Subawards and Executive Compensation
Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or

permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article 34 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 35 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 36 Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 37	<p>Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.</p>
Article 38	<p>USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.</p>
Article 39	<p>Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.</p>
Article 40	<p>Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.</p>
Article 41	<p>Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.</p>

Article 42**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 43**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 44**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 45**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 46**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 47**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2021-FF-01330	2. Amendment No. N/A	3. Recipient No. 596000352	4. Type of Action AWARD	5. Control No. WX00670N2022T
----------------------------------------------	--------------------------------	--------------------------------------	-----------------------------------	----------------------------------------

6. Recipient Name and Address CITY OF LAKE CITY 205 N MARION AVE LAKE CITY, FL 32055	7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742
------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

9. Name of Recipient Project Officer Randy Burnham	9a. Phone No. 3866231040	10. Name of FEMA Project Coordinator Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program	10a. Phone No. 1-866-274-0960
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11. Effective Date of This Action 08/31/2022	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 02/27/2023 to 02/26/2026 Budget Period 02/27/2023 to 02/26/2026
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15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
SAFER	97.083	2022-F1-GF01 - P410-xxxx-4101-D	\$0.00	\$717,693.60	\$717,693.60	\$0.00
Totals			\$0.00	\$717,693.60	\$717,693.60	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA WILLIAMS, Assistant Administrator, Grant Programs	DATE 08/31/2022



Lake City Fire Department

225 NW Main Blvd., Suite 101, Lake City, FL 32055
Phone: 386-752-3312 Fax: 386-758-5424

MEMORANDUM

Date: October 6, 2022
To: Council, Mr. Dyal, Mr. Collins
From: Chief Wehinger
RE: SAFER Grant

This memo is in reference to the SAFER Grant that was accepted by Council on the September 19th agenda. In order to move forward with this grant, the approval of 3 additional positions in Grade 10 (Firefighter) will need to be added to the current 12 positions. This will change the current number of firefighters from 12 to 15 with a total number of personnel from 21 to 24. These positions are grant funded 100% for 3 years. Due to the Union contract, the positions will be eligible for all steps and add pays.

JW

City of Lake City, FL

Classification Description

Classification Title: FIREFIGHTER/EMT
Department: FIRE

Pay Grade: 10
FLSA Status: Exempt

General Description

This position consists of entry level firefighting duties of a varied nature under the direction of a superior officer.

Nature of Work

Essential Functions:

- Performs fire suppression duties. Lays, connects, and places hose line in operation. Raises and climbs ladders. Enters buildings and other fire involved areas. Uses extinguishers, bars, hooks, lines and axes and other hand equipment. Ventilates burning buildings and structures. Throws salvage covers and removes debris. Use of power tools and extrication tools. Will respond to EMS calls and may drive equipment to scene.
- Makes regular inspections of apparatus and equipment and notifies supervisor of defects. Performs routine maintenance and apparatus check out as required. Maintains fire trucks.
- Makes visual and physical fire inspections of buildings to locate fire hazards.
- Attends and participates in drills and training sessions in such subjects as firefighting and inspection methods, equipment operation and emergency medical treatment.
- Responds to vehicle accidents.
- Performs physical cleaning and maintenance tasks on department buildings, lawns, and equipment using brooms, mops, vacuum cleaners, etc. Performs hydrant maintenance.
- Provides fire safety courses to the public.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses or repairs small/light equipment, such as power tools. Uses or repairs heavy or complex machinery, such as HVAC systems, construction equipment, or water plants.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision,

guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the street locations, geography and various types of construction in the City;
- Knowledge of the various types of fire hazards of the City;
- Knowledge and skill in the use of emergency medical treatment practices;
- Knowledge of firefighting techniques, policies, procedures and practices;
- Ability to learn and perform many and varied firefighting techniques and procedures;
- Ability to understand and follow oral and written instructions;
- Ability to perform prolonged and arduous work under adverse conditions;
- Ability to work at heights; and
- Skill in the use and maintenance of firefighting equipment.

Minimum Qualifications: High school graduation or possession of an acceptable equivalency diploma (GED), completion of minimum standards as required by the State of Florida. Must possess a Florida Certification as a Firefighter and a Class "D" Non-Commercial Florida Driver's License. Must possess a valid Florida EMT Certification.

ESSENTIAL PHYSICAL SKILLS

- Must endure sustained acts of physical exhaustion and endure periods of duty under unfavorable and life threatening situations
- Heavy (45 pounds and over) lifting and carrying
- Reaching, pulling, pushing
- Balancing, throwing
- Smelling
- Climbing (including ladders)
- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate orally
- Walking, crawling, kneeling
- Bending, stooping
- Jumping
- Running

Environmental Conditions:

- Works in hazardous conditions: flames, fire, chemicals, smoke, heat, gases, moving vehicles, falling structures and debris, electricity, poor ventilation, poor lighting and related hazards
- Works in stressful situations and varying heights

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Name: _____

Date: _____

Signature: _____