
CITY COUNCIL MEETING

CITY OF LAKE CITY

October 19, 2020 at 6:00 PM

Venue: CMT Technology

AGENDA

Due to the COVID-19 social distancing requirements, the City of Lake City will hold the October 19, 2020 City Council Meeting via telephonic and video conferencing communications media technology.

To participate, instructions are located at the end of this agenda.

Pledge of Allegiance

Roll Call

Invocation - Council Member Jake Hill

Proclamations - None

Minutes - None

Approval of Agenda

Presentations

1. Second Public Hearing for the Fiscal Year 2019 Small Cities Community Development Block Grant (CDBG)

Ms. Melissa Fox, Compliance Manager, Fred Fox Enterprises, Inc.

Open Second Public Hearing (virtual)

To receive citizen views concerning the community's economic and community development needs.

Close Hearing

2. City Council Resolution No. 2020-101 - A resolution of the City Council of the City of Lake City, Florida authorizing the implementation of the long-term and short-term objectives of the City of Lake City Community Development Plan; and establishing an effective date.
3. City Council Resolution No. 2020-102 - A resolution of the City Council of the City of Lake City, Florida authorizing the use of fifty thousand dollars and zero

cents (\$50,000.00) as leverage for the Small Cities Commercial Revitalization Community Development Block Grant application to be submitted by the City to the Florida Department of Economic Opportunity for federal fiscal year 2019.

4. City Council Resolution No. 2020-103 - A resolution of the City Council of the City of Lake City, Florida authorizing the submission of an application for the Small Cities Community Development Block Grant to the Florida Department of Economic Opportunity for federal fiscal year 2019.

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 - None

Old Business

Ordinances

Open Public Hearing (virtual)

5. City Council Ordinance No. 2020-2164 - (final reading) An ordinance of the City Council of the City of Lake City, Florida, repealing ordinance 2016-2081; providing for severability; providing for codification; and providing an effective date.

First reading August 17, 2020

Close Hearing

Adopt City Council Ordinance No. 2020-2164 (final reading)

Open Public Hearing (virtual)

6. City Council Ordinance No. 2020-2166 - (final reading) An ordinance of the City of Lake City, Florida; amending City Code Chapter 70, Article V, Firefighters' Retirement, amending section 70-130, compliance with the Internal Revenue Code; providing for severability; providing for a repealer; and providing an effective date.

First reading September 14, 2020

Close Hearing

Adopt City Council Ordinance No. 2020-2166 (final reading)

New BusinessOrdinances

- [7.](#) City Council Ordinance No. 2020-2169 - (first reading) An ordinance of the City Council of the City of Lake City, Florida, amending the Code of the City of Lake City, Florida amending the regulation related to the discharge of firearms to allow hunting on annexed tracts of land upon which hunting had been permitted by Columbia County, Florida immediately prior to annexation; providing certain safety regulations; providing for the termination of such hunting upon any zoning reclassification; providing for severability; providing for conflicts; providing for codification; and providing an effective date.

Adopt City Council Ordinance No. 2020-2169 (first reading)

- [8.](#) City Council Ordinance No. 2020-2170 - (first reading) An ordinance of the City of Lake City, Florida amending the Internal Revenue Code Chapter 70, Article IV, Police Officers Retirement Fund, Section 70-100, related to compliance with the Internal Revenue Code; providing for codification in the code; providing for severability; providing for a repealer; and providing for an effective date.

Adopt Ordinance No. 2020-2170 (first reading)

- [9.](#) City Council Ordinance No. 2020-2171 - (first reading) An ordinance of the City of Lake City, Florida, amending Article II, Section 2-31 of the Code of the City of Lake City, Florida, relating to meetings of the City Council; providing that regular and special meeting locations can be held anywhere in Columbia County, subject to advance notice requirements; providing for severability; providing for codification, repealing all ordinances in conflict; and providing an effective date.

Adopt Ordinance No. 2020-2171 (first reading)Resolutions

- [10.](#) City Council Resolution No. 2020-114 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of a memorandum of agreement for cost-share assistance with the Suwannee River Water Management District to analyze and plan for future water supply needs of the City of Lake City over a 20 year period and sharing the costs of the planning, up to \$28,000.00.

- [11.](#) City Council Resolution No. 2020-108 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Twelve to the continuing contract with Jones Edmunds & Associates, Inc., for the professional consulting services and completion of an alternative water supply feasibility study; and to pay the consultant a not-to-exceed amount of \$56,000.00 for its services.
- [12.](#) City Council Resolution No. 2020-110 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the Covid-19 Public Health Emergency.
- [13.](#) City Council Resolution No. 2020-111 - A Resolution of the City Council of the City of Lake City, Florida, authorizing six (6) aerator replacements at the St. Margarets Wastewater Treatment Facility and authorizing the execution of an agreement with SGS Contracting Services, Inc., for a price not-to-exceed \$1,471,700.00.
- [14.](#) City Council Resolution No. 2020-113 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Union Employment Agreement with Local No. 2288 of the International Association of Firefighters, AFL-CIO.
- [15.](#) City Council Resolution No. 2020-115 - A resolution of the City Council of the City of Lake City, Florida accepting a utility easement from Robert and Jane Collins for the purpose of collection and distribution of storm water from the Gwen Lake Estates area.
- [16.](#) City Council Resolution No. 2020-117 - A resolution of the City Council of the City of Lake City, Florida accepting a utility easement from Jon and Shirley Bell for the purpose of collection and distribution of storm water from the Gwen Lake Estates area.
- [17.](#) City Council Resolution No. 2020-118 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with TSC-Jacobs North, Inc., for the replacement of the complete wastewater clarifier mechanism and all associated equipment located at the St. Margaret's Wastewater Treatment Facility at a price not-to-exceed \$434,895.00.
- [18.](#) City Council Resolution No. 2020-120 - A resolution of the City Council of the City of Lake City, Florida accepting the bid from, and authorizing the execution of an agreement with, Florida Fill and Grading, Inc. for improvements to the drainage at Gwen Lake for Phases 1 and 2, at a cost not-to-exceed \$420,000.00.

Discussion and Possible Action:

19. Meeting location for future City Council Meetings (Mayor Witt)

20. Advisory Committee Meetings (Mayor Witt)

Departmental Administration

21. Discussion and Possible Action: Consider approval for the Esri Small Municipal Enterprise Agreement for a duration of three (3) years in the amount of \$27,500.00 per year for access to Esri term license software. As the City continues to grow and utilize the GIS Portal this agreement will provide the necessary licensing needed. The funds for is agreement are budgeted for FY2021. (Joe Helfenberger)

22. Discuss Affordable Housing Plan (Joe Helfenberger)

23. Update on EPA Brownfield Coalition Assessment Grant (Joe Helfenberger)

Comments by Council Members**Adjournment****Communications Media Technology Instructions**

Members of the public may attend the meetings **online** at:
<https://us02web.zoom.us/j/85143910809> or

Telephonic by toll number (no cost to the city), audio only: at 1-346-248-7799

Meeting ID: 851 4391 0809#

Then it will ask for Participant id, just press #.

Telephonic by toll-free number (cost per minute, billed to the city, zero cost to the caller), audio only:

1-888-788-0099

Meeting ID: 851 4391 0809#

Then it will ask for Participant id, just press #.

Public Participation

The public may participate at the appropriate time via: (i) video conference by utilizing the software chat function or raise hand function to request to speak; or (2) telephonically by dialing *9 to raise hand. The Chair will allow for sufficient time for all participants to be heard.

Those attendees wishing to share a document must email the item to **submissions@lcfla.com** no later than noon on the day of the meeting.

Contingency Information

Contingency Plan Meeting: This will be activated and held if the City experiences connection or web conferencing failure. Any meeting taking place via the contingency plan will be held and/or reconvened via a conference call utilizing the information provided below.

The public may attend the contingency plan meeting as follows:

1-844-992-4726 (toll free)

Enter access code: 173 541 6832#

Then it will ask for attendee ID number, just press #

The public may participate in the contingency plan meeting at the appropriate time when the chair requests public comment. The Chair will allow for sufficient time for all participants to be heard.

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.***

File Attachments for Item:

Second Public Hearing for the Fiscal Year 2019 Small Cities Community Development Block Grant (CDBG)

Ms. Melissa Fox, Compliance Manager, Fred Fox Enterprises, Inc.



Florida Small Cities Community Development Block Grant (CDBG)

Application for Funding

Applicant: City of Lake City
(Name of Local Government)

- Commercial Revitalization Housing Rehabilitation
 Neighborhood Revitalization Economic Development

Federal Fiscal Year 2019

Application Due Date: October 5, 2020

Mailing Address: Department of Economic Opportunity
Bureau of Community Revitalization
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8405
Fax: (850) 922-5609
Web: <http://www.floridajobs.org/SmallCitiesCDBG>

Contents

Left click on the appropriate check boxes to indicate which parts of the application form are included in this application package.

- Part 1 – General Information**
- Part 2 – Application Profile and General Scoring Criteria (Required)**
- Part 3 – Sources and Uses of Non-CDBG Funds**
- Part 4 – Commercial Revitalization**
- Part 5 – Economic Development**
- Part 6 – Housing Rehabilitation**
- Part 7 – Neighborhood Revitalization**
- Part 8 – Certification and Score Summary (Required)**
- Part 9 – Supporting Documentation (Required)**
 - Appendix A: Maps (Required)**
 - Appendix B: Local Governing Body’s Resolutions for Signature Delegation and Application Submission (Required)**
 - Appendix C: Comprehensive Plan Documents (Required)**
 - Appendix D: Public Hearing/CATF Meeting Documentation (Required)**
 - Appendix E: Leverage Documentation**
 - Appendix F: Grant Application Preparation Cost Documentation**
 - Appendix G: Readiness to Proceed Documentation**
 - Appendix H: VLI/LMI Worksheets and Survey Documentation or Census Data and Maps**
 - Appendix I: Documentation Related to Health and Safety Impact Score**
 - Appendix J: Joint Agreements/Contingency Funding Documentation/Interlocal Agreements**
 - Appendix K: Housing Assistance Plan (Required for all Housing Rehabilitation Applications)**
 - Appendix L: Historic Preservation Documents**
 - Appendix M: Special Designation Documentation**
 - Appendix N: Documentation for Economic Development Applications**
 - Appendix O: Documentation for Other Community Development Activities Score (Commercial Revitalization)**
 - Appendix P: Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)**
 - Appendix Q: Local Government Minority Contracting and Fair Housing Score Documentation**
 - Appendix R:**

Part 1 – General Information

Introduction

In 1974, Congress passed the Housing and Community Development Act, Title I, and created the Community Development Block Grant (CDBG) program. The CDBG program, funded by the U.S. Department of Housing and Urban Development (HUD), consists of an *entitlement program* that provides funds to urban areas and a *non-entitlement program* that provides funds to the states to award to smaller, mostly rural communities.

The Florida's Small Cities CDBG Program is administered by the Florida Department of Economic Opportunity (Department). Funding is awarded on a competitive basis. The scoring criteria are contained in this application form.

Cities with a population under 50,000, and counties with an unincorporated population under 200,000, are eligible to participate in the Florida Small Cities CDBG Program, unless they have accepted *special entitlement status* or have opted to join an *urban entitlement program*. A list of eligible communities is posted to the Department's website annually. Categories of funding include:

- Commercial Revitalization (CR)
- Economic Development (ED)
- Housing Rehabilitation (HR)
- Neighborhood Revitalization (NR)

Overall, at least 70% of the state's funding must benefit low- and moderate-income persons. Activities undertaken with CDBG funds must meet one of the following national objectives and each annual action plan developed by the Department will identify which national objective(s) will be funded from the annual federal allocation:

- Benefit low- and moderate-income persons
- Aid in the prevention or elimination of slum or blight
- Meet urgent community development needs

Pre-Application Activities

Local governments should review the Small Cities CDBG Program's administrative rule, Chapter 73C-23, Florida Administrative Code, and this application form to understand what activities must take place prior to the submission of an application and the scoring criteria for the application. For example, local governments must conduct two public hearings prior to submitting applications and may need to conduct surveys to document that at least 51% of the proposed beneficiaries are low- and moderate-income persons.

Notice of Application Cycle and Deadline for Submission

The Department publishes a Notice of Funding Availability (NOFA) in the Florida Administrative Register. The notice is published at least 30 days prior to the opening of the application cycle and is posted to the Department's website at <http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program>. The notice states the start and end dates of the application cycle.

Two copies of each application (at least one of which must have original signatures) must be received by the Department by 5:00 p.m., Eastern Time on the deadline date stated in the NOFA. The second copy of the application can be submitted as an electronic file. Applications shall be submitted to:

Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Applications can be hand-delivered to the CDBG Office – Caldwell Building, 107 East Madison Street, Tallahassee, Florida. The applications must be received and date stamped by 5:00 p.m. Eastern time on the deadline date stated in the NOFA.

By the application deadline, one copy of the materials listed below must be sent to the Regional Planning Council that serves the applicant.

1. Part 2 - Application Profile and General Scoring Criteria
2. Part 9 - Forms and Supporting Documentation – Appendix A: Maps

Application Format and Application Submission

The application is divided into nine parts. A local government must complete the parts of the application that relate to the activities for which it is requesting funds. Do not submit the entire application. Submit only those parts required for all applications and the part specifically related to the category (Commercial Revitalization, Economic Development, Housing Rehabilitation, or Neighborhood Revitalization) for which funds are being requested.

- All applicants must complete the cover section and Parts 2, 8, and 9. Only the relevant appendices from Part 9 should be submitted with the application.
- Part 3 must be submitted by all applicants that are requesting points for non-CDBG funds that will be used on the project.
- Parts 4, 5, 6, and 7 pertain to individual funding categories. Submit the appropriate part for the category of funds being requested.

Part 2 – Application Profile and General Scoring Criteria

**Application Profile
Table G-1**

Local Government Contact Information:

Local Government Name: City of Lake City		
Street Address: 205 North Marion Avenue		
Mailing Address (if different): N/A		
City: Lake City	Zip Code: 32055	County: Columbia
Main Telephone: (386) 752-2031	Main Facsimile: (386) 719-5837	Federal ID Number: 59-6000352
DUNS Number: 020983110	Local Government's Name in DUNS: Lake City, City of	
Chief Elected Official: Stephen Witt		Title: Mayor
Telephone: (386) 752-2031		Facsimile: (386) 719-5837
E-mail Address: witts@lcfla.com		
Local Government Financial Officer: Donna Duncan		Title: Finance Director
Telephone: (386) 719-5800		Facsimile: (386) 719-5837
E-mail Address: duncand@lcfla.com		
Local Government Project Contact: Joseph Helfenberger		Title: City Manager
Street Address: 205 N. Marion Ave.		
City: Lake City	Zip Code: 32055	
Direct Telephone: (386) 719-5768	Facsimile: (386) 719-5837	
E-mail Address: HelfenbergerJ@lcfla.com		

Application Profile – Table G-1 (Continued)

Application Preparer Information		
Preparer's Name: Fred Fox Enterprises, Inc.	Organization Preparing Application: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> Private Company <input type="checkbox"/> RPC	
Street Address: 221 Treasure Beach Road		
City: Saint Augustine	State: FL	Zip Code: 32080
Telephone: (904) 810-5183	Facsimile: (904) 810-5302	
E-mail Address: fred.fox@fredfoxenterprises.com		

Consultant Information		
Consultant's Name: Fred D. Fox	<input checked="" type="checkbox"/> Private Company <input type="checkbox"/> RPC	
Street Address: 221 Treasure Beach Road		
City: Saint Augustine	State: FL	Zip Code: 32080
Telephone: (904) 810-5183	E-mail Address: fred.fox@fredfoxenterprises.com	

Demographics		
U.S. Congressional District Number: 5	Florida Senate District Number: 5	Florida House District Number: 10 & 11
Service Area Census Tract(s) and Block Group(s): Census Tracts 1104, 1005, & 1107		

Application Type: Indicate the application category. A completed application must include the appropriate section as listed below.	
<input checked="" type="checkbox"/> Commercial Revitalization (Part 4)	<input type="checkbox"/> Economic Development (Part 5)
<input type="checkbox"/> Housing Rehabilitation (Part 6)	<input type="checkbox"/> Neighborhood Revitalization (Part 7)

Application Profile – Table G-1 (Continued)

Citizen Participation – Public Hearings Documentation of the citizen participation activities must be included in Appendix D of Part 9.	
List the date that the public notice for the first public hearing was published: 09/29/2020	List the date when the first public hearing was held: 10/05/2020
List the date that the public notice for the second public hearing was published: 10/10/2020	List the date when the second public hearing was held: 10/19/2020

Subgrant Funding Request: The maximum funding request for Neighborhood Revitalization, Commercial Revitalization and Housing Rehabilitation subgrants is based on the jurisdiction's LMI population as determined by HUD. Please see the table below. The maximum subgrant funding request for Economic Development subgrants is \$1,500,000, and the cost per job created must be less than \$35,000. At the bottom of the left column, enter the actual LMI population. (Data available on CDBG website.) At the bottom of the right column, enter the actual subgrant amount being requested.	
LMI Population	Maximum Subgrant Request
1 – 499	\$600,000.00
500 – 1,249	\$650,000.00
1,250 – 3,999	\$700,000.00
4,000 – and above	\$750,000.00
Local Government's LMI Population: 5,225	Subgrant Funds Being Requested: \$ 750,000.00

Application Profile Table G-1 (Continued)

Answer the following questions by clicking on the correct check box.		
Historic Preservation Will the project impact a building, public improvement or planned open space that is 50 or more years old? If yes, documentation must be provided in Appendix L of Part 9. (See instructions.)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Interlocal Agreement Will project activities require an interlocal agreement? If yes , the interlocal agreement(s) must be provided in Appendix J of Part 9. (See instructions.)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
State of Financial Emergency Is the local government currently identified as being in a State of Financial Emergency pursuant to Section 218.50 – 218.504, Florida Statutes? Check at http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=financial-emergencies.cfm&Directory=committees/joint/Jcla/&Tab=committees	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Grant Preparation Costs The applicant may request subgrant funds for the cost of application preparation. See instructions if funds are requested. Does the applicant wish to request subgrant funds for the cost of application preparation? If yes, documentation must be included in Appendix F of Part 9. Amount: \$ _____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
National Flood Insurance Program Is the applicant currently participating in the National Flood Insurance Program?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Project Narrative — G-2

Describe the proposed project using the guidelines in the instructions. Specific directions for Commercial Revitalization and Economic Development application narratives can be found in the instructions. Use additional pages as needed.

Service Area #1 City Wide Service Area:

The Service Area for this project is the corporate limits of the City of Lake City. The lives of all of the citizens of the City are enhanced by the commercial area in the downtown area. The City of Lake City's downtown commercial district has been struggling with a high vacancy rate in the Downtown Lake City Project Area. The downtown businesses, local government and the city's residents need help in revitalizing Lake City's Downtown Project Area. With the construction of the proposed improvements, the City hopes to help the economic environment for the existing merchants and draw new businesses into the downtown area.

Project Area #1: Downtown Lake City Wilson Park Commercial Revitalization Project Area:

The activities included in Project Area #1 are as follows:

03F Open Space, Parks and Playgrounds Activity - The activity proposed in this application is the construction of an amphitheater in Wilson Park. Wilson Park is located at 232 NE Hillsboro Street, Lake City, Florida. An active amphitheater in Wilson Park will draw area residents into the downtown for community events. Holding events which bring a large group of people into the downtown is a cornerstone of the City's Downtown Revitalization efforts.

Activity #	Activity Name	Project Description	CDBG Budget	Local Match
03F	Open Space, Parks and Playgrounds	Construction of an Ampitheater	\$690,000.00	\$15,000.00

The beneficiaries for the activities proposed in this service area are those people living within the City of Lake City's City Wide Service Area who are the primary users of the City of Lake City's downtown. There are currently 4,424 households in the City of Lake City. These 4,424 households contain ____ people. ____ of the people living in the service area or ____% are LMI and ____ of the people living in the households in the service area or ____% have household incomes which are above the LMI income limits. Thus, National Objective 1, Benefit to Low Moderate Income Persons is realized by this activity.

Project Narrative — G-2

The sources and uses of funds for the project are as follows:

ACTIVITY	CDBG	LOCAL MATCH	TOTAL
03F - Open Space, Parks and Playgrounds	\$ 690,000.00	\$ 15,000.00	\$ 705,000.00
21A - Administration	\$ 60,000.00	\$ 0.00	\$ 60,000.00
03F - Engineering	\$ 0.00	\$ 35,000.00	\$ 35,000.00
TOTALS:	\$750,000.00	\$50,000.00	\$800,000.00

The City of Lake City has committed Fifty Thousand dollars (\$50,000.00) from the City's Community Redevelopment Agency as local match in this application. Thirty-five thousand dollars (\$35,000.00) will be used for the engineering line item and fifteen thousand dollars (\$15,000.00) will be used for the 03F - Open Space, Parks and Playgrounds line item.

The design of the project is complete. The Plans and Specifications for the project are prepared and the required permits have been applied for. The City of Lake City is claiming "Readiness to Proceed" points for this project in the application.

Without the funding provided through the Small Cities CDBG Commercial Revitalization program this project could not be undertaken by the City.

The City anticipates it will take approximately thirty (30) months for the project to be complete including completion of the environmental review, bidding, construction and grant closeout.

Some of the proposed CDBG funded activities will be carried out in a flood zone.

UNMET NEEDS:

Service Area #1 City Wide Service Area:

The Service Area for this project is the corporate limits of the City of Lake City. The lives of all of the citizens of the City are enhanced by the commercial area in the downtown area. The City of Lake City's downtown commercial district has been struggling with a high vacancy rate in the Downtown Lake City Project Area. The downtown businesses, local government and the city's residents need help in revitalizing Lake City's Downtown Project Area. With the construction of the proposed improvements, the City hopes to help the economic environment for the existing merchants and draw new businesses into the downtown area.

Project Area Unmet Need #1: Downtown Lake City Wilson Park Commercial Revitalization Project Area:

Project Narrative — G-2

The activities included in Project Area Unmet Need #1 are as follows:

03F Open Space, Parks and Playgrounds Activity - The activity proposed in this application is the construction of a fountain in the pond at Wilson Park. Wilson Park is located at 232 NE Hillsboro Street, Lake City, Florida. An active amphitheater in Wilson Park will draw area residents into the downtown for community events. Holding events which bring a large group of people into the downtown is a cornerstone of the City's Downtown Revitalization efforts.

Activity #	Activity Name	Project Description	CDBG Budget	Local Match
03F	Open Space, Parks and Playgrounds	Fountain in the Pond	\$ _____	\$ 0.00

The beneficiaries for the activities proposed in this service area are those people living within the City of Lake City's City Wide Service Area who are the primary users of the City of Lake City's downtown. There are currently 4,424 households in the City of Lake City. These 4,424 households contain ____ people. ____ of the people living in the service area or ____% are LMI and ____ of the people living in the households in the service area or ____% have household incomes which are above the LMI income limits. Thus, National Objective 1, Benefit to Low Moderate Income Persons is realized by this activity.Service.

Project Area Unmet Need #2: Downtown Lake City Wilson Park Commercial Revitalization Project Area:

The activities included in Project Area Unmet Need#2 are as follows:

03F Open Space, Parks and Playgrounds Activity - The activity proposed in this application is the construction of a fountain in the pond at Wilson Park. Wilson Park is located at 232 NE Hillsboro Street, Lake City, Florida. An active amphitheater in Wilson Park will draw area residents into the downtown for community events. Holding events which bring a large group of people into the downtown is a cornerstone of the City's Downtown Revitalization efforts.

Activity #	Activity Name	Project Description	CDBG Budget	Local Match
03F	Open Space, Parks and Playgrounds	Fencing and Landscaping	\$ _____	\$ 0.00

The beneficiaries for the activities proposed in this service area are those people living within the City of Lake City's City Wide Service Area who are the primary users of the City of Lake City's downtown. There are currently 4,424 households in the City of Lake City. These 4,424 households contain ____ people. ____ of the people living in the service area or ____% are LMI and ____ of the people living in the households in the service area or ____% have household incomes which are above the LMI income limits. Thus, National Objective 1, Benefit to Low Moderate Income Persons is realized by this activity.Service

General Scoring Criteria — Table G-3

1. Community-Wide Needs Score (CWNS) The CWNS for each non-entitlement local government is posted on the Department’s website at: http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program/downloads-and-information-for-applicants (Transfer this score to line 1. of the Application Scoring Summary page – Part 8, page 4.)		Score: <u>70.54</u>
2. Special Designation Score Check all applicable designations below and enter a score of 20 points if all CDBG activities will be conducted within any of the boundaries of the special designation areas checked. Documentation must be included in Appendix M of Part 9. (See instructions.) (Transfer this score to line 3a. of the Application Scoring Summary page.)		Score: <u>20.00</u>
<input checked="" type="checkbox"/> Rural Area of Opportunity (RAO)	<input type="checkbox"/> Rural Community as defined by §288.0656, F.S.	
<input type="checkbox"/> Area of Critical State Concern pursuant to §380.05, F.S.	<input type="checkbox"/> Florida Enterprise Zone pursuant to §290.0065, F.S.	
3. Grant History Score: If the applicant has not had an open CDBG contract in the NR, CR, or HR categories within five years of application deadline, claim 100 points. (Transfer this score to line 3b. of the Application Scoring Summary page.)		Score: <u>0.00</u>
4. CATF Score: The applicant can score a maximum of 10 points if it has appointed a Citizen Advisory Task Force (CATF) to provide input on all phases of the Small Cities CDBG Program process and the CATF met to discuss community needs and make recommendations to the local governing body before the application was drafted. The task force must be comprised of residents of the applying jurisdiction, and at least 51% of the members must be from LMI households. None of the members can be an elected official of the jurisdiction, and only one member can be an employee of the applicant. The CATF shall have at least five members, and at least 51% members must participate in the meeting to claim CATF points. Documentation must be included in Appendix D of Part 9. (See instructions.)		
4a. If the CATF met before the first public hearing was conducted and before a draft application was developed to discuss community needs and make recommendations to the local governing body as to the program area and activities that should be considered when drafting a Small Cities CDBG application, score 10 points, or		Score: <u>10.00</u>
4b. If the CATF met before the notice for the second public hearing was published and before a draft application was finalized to make recommendations to the local governing body as to the program area and activities that should be included in its Small Cities CDBG application, score 5 points. (Transfer this score to line 3c. of the Application Scoring Summary page.)		
If applicable, list the date that the public notice for the CATF meeting was published: 09/29/2020	If applicable, list the date when the CATF meeting was held: 10/05/2020	

General Scoring Criteria — Table G-3 (Continued)

5. Outstanding Performance in Equal Employment Opportunity (EEO)						
<p>M/WBE Contracting: The applicant may claim up to 20 points for achievement in Minority-/Women-Owned Business Enterprises (M/WBE) contracting in the most recent Small Cities CDBG subgrant that was administratively closed not more than four years before application deadline date. Review the M/WBE reports submitted to DEO for that subgrant and enter a score based on the achievement reported.</p>						
<p>Most Recent Administratively Closed Small Cities CDBG Contract Number:</p>			<p>17DB-OL-03-22-02-C02</p>			
<p>\$427,885.00 Amount Awarded to M/WBE firms</p>	<p>÷</p>	<p>\$427,885.00 Total Prime Contracts Amount</p>	<p>X 100 =</p>	<p>100.00 M/WBE %</p>		
<p>M/WBE %</p>		<p>Points</p>		<p>5a. M/WBE Contracting Score:</p> <p style="margin-left: 100px;">20.00</p> <p style="margin-left: 100px;">(Maximum 20 points)</p>		
<p>0.0 – 4.99%</p>		<p>0</p>				
<p>5.0 – 14.99%</p>		<p>5</p>				
<p>15.0 – 19.99%</p>		<p>10</p>				
<p>20.0 – 24.99%</p>		<p>15</p>				
<p>25.00%+</p>		<p>20</p>				
<p>If the applicant has not administratively closed a Small Cities CDBG subgrant within four years of the application deadline date, score 5 points.</p>						
<p>Local Government Minority Employment: The applicant may claim up to 60 points for meeting minority employment goals. Complete the table below to calculate the applicant’s percentage of minority employees. See instructions for calculations.</p>						
<p>Number of Permanent Full-time Equivalent Minority Applicant Employees</p> <p style="margin-left: 40px;">37</p>	<p>÷</p>	<p>Number of Permanent Full-time Equivalent Applicant Employees</p> <p style="margin-left: 40px;">221</p>	<p>=</p>	<p>Applicant’s Percentage of Minority Employees</p> <p style="margin-left: 40px;">16.74%</p>		
<p>Enter percentage of minorities in the applicant’s county: 21.9%</p>						
<p>If the “Prorated 60 Points Score” is claimed, complete the following equation:</p>						
<p>Applicant’s Percentage of Minority Employees</p> <p style="margin-left: 40px;">16.74%</p>	<p>÷</p>	<p>Percentage of Minorities in Applicant’s County</p> <p style="margin-left: 40px;">21.90%</p>	<p>=</p>	<p>Applicant’s Percentage of Minority Employees</p> <p style="margin-left: 40px;">76.44%</p>	<p>X 60 =</p>	<p>Points Claimed</p> <p style="margin-left: 40px;">45.86</p>

If the applicant has three or less employees, 40 points may be claimed.		
5b. Local Government Minority Employment Score (60 Points Maximum):		<u>45.86</u>
6. Outstanding Performance in Fair Housing		
The applicant may claim five points for adopting a Fair Housing Ordinance prior to the application deadline and five points for conducting a Fair Housing workshop in the 12 months prior to the application deadline. See instructions for guidelines and documentation requirements.		
	Date	Score
6a. Date Fair Housing Ordinance Adopted:	<u>10/01/1984</u>	<u>5.00</u>
6b. Date of Fair Housing Workshop:	<u>09/09/2020</u>	<u>5.00</u>
6c. Total Fair Housing (6a+6b) Score (10 Points Maximum):		<u>10.00</u>

Outstanding Performance in EEO and Fair Housing (5a+5b+6c) Score: 75.86
(Transfer this score to line 2. on the Application Scoring Summary page – Part 8, page 4.)
(90 points maximum)

Part 3 – Sources and Uses of Non-CDBG Funds

Sources and Uses of Non-CDBG Funds
Private, Participating Party, Public Leverage from Non-Local and Local Funding Sources
Table L-1

Activity #	Source	Amount Claimed for Scoring	Amount Not Claimed for Scoring	Type (Participating Party, Loan, Grant, Local Government Funds, Donated Land, or Other Leverage)
016 - Eng	City of Lake City	\$35,000.00	\$	Local Government Funds
03F	City of Lake City	\$15,000.00	\$	Local Government Funds
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
Totals		\$50,000.00	\$	
Total Funds Claimed for Leverage Scoring		\$50,000.00		

Use the preceding totals to compute the number of points you are claiming for leverage scoring on the next page.

Leverage Score Summary

Leverage Points Calculation for NR, CR, and HR

Communities with a LMI Population of 1,249 or Less

$$\underline{\$ \quad \quad \quad} \div \$1,000 = \underline{\quad \quad \quad} \text{ Points}$$

(25 Points Maximum)

Leverage Points Calculation for NR, CR, and HR

Communities with a LMI Population of 1,250 or More

$$\underline{\$50,000.00} \div \$2,000 = \underline{25.00} \text{ Points}$$

(25 Points Maximum)

Leverage Points Calculation for ED

$$\underline{\$ \quad \quad \quad} \div \$10,000 = \underline{\quad \quad \quad} \text{ Points}$$

(125 Points Maximum)

Leverage Score: 25.00

**(Transfer this score to line 3d. on the Application Scoring Summary page in Part 8.
25 Points Maximum for NR, HR, and CR. 125 Points Maximum for ED.)**

Part 4 – Commercial Revitalization

CDBG Funds and Activity Goal Score — Table C-1

1. Enter information requested:

Activity #	A Activity Name	B Appropriate USDA RUS Engineering Table	C Enter CDBG Activity Funds	D % of CDBG Project Cost (C ÷ Total of Column C)	E Goal Points	F Activity Goal Score (D x E)	G Units	
							Addressed Need	Unaddressed Need
17C	Commercial Building Rehabilitation	Table II	\$		75			
04	Clearance and Demolition of Blighted Property**	N/A	\$		65			
03I	Drainage Activities on Public Property or Rights-of-Way	Table II	\$		60			
03J	Fire Hydrants	Table II	\$		45			
03F	Open Space, Parks, Playgrounds	Table II	\$690,000.00	100.00%	60	60.00	1 Park	1 Park
03G	Parking Facilities	Table II	\$		75			
08	Relocation	N/A	\$		30			
17D	Relocation of Utilities to Underground	Table II	\$		60			
17C	Removal of Architectural Barriers in Public Buildings	Table II	\$		50			
03J	Sewer Facilities	Table I	\$		60			
03L	Sidewalks and Pedestrian Malls	Table II	\$		75			
03K	Street Improvements	Table II	\$		60			
03J	Water Facilities	Table II	\$		60			
2. Total Column C (CDBG Project Cost)			\$					
3. Calculate Columns D and F and Total Column F for the Total Activity Goal Score:					60.00		(75 Point Maximum)	

*Same points as the activity supported.

**If demolition is a part of the project, you must include supporting documentation. *See instructions.*

CDBG Funds and Activity Goal Score — Table C-1 (Continued)

4. Indicate the USDA-RUS Table Used and Enter Engineering Funds: USDA-RUS Table Used <input type="checkbox"/> I <input checked="" type="checkbox"/> II <input type="checkbox"/> Both (Prorated)			
A	B	C	
Basic Fee	\$0.00		
Resident Inspection Fee	\$0.00		
Preliminary Engineering Fee	\$0.00		
Additional Engineering Services	\$0.00		
5. Total the CDBG Engineering Fees		\$0.00	
6. Enter CDBG Administrative Funds		\$60,000.00	
7. Enter the Total Amount of CDBG Funds Requested		\$750,000.00	
8. Divide administrative funds requested (line 6) by the total funds (line 7) requested to calculate the CDBG administrative percentage.		$\frac{8.00\%}{.0800 \text{ Maximum}}$	

LMI Benefit/Blight Elimination Score

If using the LMI national objective, enter the LMI percentage of the service area from the survey worksheets or the Census data here: %.	
Check the appropriate box below and enter the score in 9a.	
<input type="checkbox"/> Service area is 51.00% to 54.99% LMI: 75 points	<input type="checkbox"/> Service area is 55.00% to 59.99% LMI: 100 points
<input type="checkbox"/> Service area is 60.00% to 64.99% LMI: 125 points	<input type="checkbox"/> Service area is 65.00% LMI or higher: 145 points
9a. LMI Benefit Score:	
If using the Slum and Blight national objective, check the appropriate box below and enter the score in 9b.	
<input type="checkbox"/> Activity will correct spot blight: 100 points	<input type="checkbox"/> Activity will correct area blight: 125 points
9b. Blight Elimination Score: 0.00	

Commercial Reinvestment Need Score

10. Vacant commercial spaces in the project area: (See instructions.):
Vacant commercial spaces X 10 points per vacant space = (50 Points Maximum)
10a. Reinvestment Need Score: 50.00

Other Community Development Activities Score — Table C-2	Scores
<p>11 a. Enter <u>40</u> points if the local government is designated an active participant in the Florida Main Street Program by the Florida Department of State. Associate status designation shall not create eligibility for the points.</p>	
<p>11 b. Enter 20 points if any part of the Project Area and all of the CDBG funded activities are located in any part of a district listed on the National Register of Historic Places pursuant to 36 CFR Part 60.</p>	
<p>11 c. Enter <u>30</u> points if the local government has adopted architectural design guidelines for a rehabilitation program for the retail, service, and commercial buildings located in the project area. Guidelines must be adopted through either the Community Redevelopment Plan under Chapter 163, F.S., Community Redevelopment Plan process, or the local government’s Comprehensive Plan.</p>	
<p>11 d. Enter <u>70</u> points if within the five years prior to the application deadline the local government completed a market study of the commercial district addressed in the application and adopted a plan by resolution which outlines priorities for the commercial district based upon community input. The market study must include a survey of the community’s needs; an inventory of sites, including building condition, square footage, zoning and existing rents; traffic count data; the number of parking spaces; and the availability of utilities. The proposed CDBG project activities must address one or more of the priorities identified in the plan for the commercial district to receive the 50 70 points.</p>	
<p>11 e. Enter 25 points if all of the following are true:</p> <ul style="list-style-type: none"> • The local government created a Community Redevelopment Trust Fund for the Community Redevelopment Area in which the CDBG activities will take place (pursuant to Chapter 163.387, F.S.) and the Trust Fund will remain in effect for the life of the Community Redevelopment Agency; • The local government established a base tax increment year in the ordinance creating the Trust Fund or in an ordinance subsequently establishing a base year using the Chapter 163 process. If a base year is not established, the points will be disallowed; • The local government notified other appropriate taxing authorities by registered mail of the establishment of the base area and the base year and has undertaken all other actions necessary to initiate and implement the Trust Fund; • There are no known impediments to the County Tax Collector’s distribution of the tax increment to the Community Redevelopment Agency; and • That base year is no later than the last day of the calendar year preceding the year in which the application is received. <p>In lieu of the above, Documentation of receipt of tax increment funds before application deadline from the County Tax Collector for the year preceding the application deadline shall suffice as documentation for these points. If Tax Increment Funds were not distributed during the prior year, points cannot be claimed.</p>	25.00
<p>11f. Enter the total Other Community Development Activities Score (11a+11b+11c+11d+11e) (<u>185</u> Points Maximum):</p>	25.00

Readiness to Proceed Score

12. If biddable construction plans and specifications for all “addressed need” activities have been completed, and permit applications for all infrastructure activities have been submitted to the applicable permitting agencies no later than the application deadline, the applicant can claim 50 points. Otherwise, score zero points.

The following documentation must be included in Appendix G of the application when it is submitted to the Department:

- 1) A letter from the engineer or architect who prepared the construction plans and specifications, addressed to the chief elected officer of the applicant, certifying the following:
 - that the sealed and dated plans and specifications are complete,
 - that the bid documentation, including the plans and specifications, provided with the application contains all of the information that a contractor would need to bid on the project, except for the Davis-Bacon wage decision(s); the local government’s list of minority/women business enterprises; and the CDGB Supplemental Conditions, and
 - that applications have been submitted for all permits that are required to begin construction on the infrastructure activities included in the application. (If the only permitting agency is the applicant local government, the engineer shall certify that the applicant is the only agency from which a permit is required. If no permits are required for the project, the engineer shall certify to that effect.)
- 2) A signed and sealed copy of the plans and specifications, plus all necessary bid documents, except for the Davis-Bacon wage decision(s); the local government’s list of minority/women business enterprises; and the CDBG Supplemental Conditions;
- 3) Documentation that all required infrastructure permit applications were submitted to the appropriate agency(ies). (Receipts from UPS or the U.S. Postal Service, email or letter from permitting agency(ies) saying that the permit applications had been received.)
- 4) Deficiencies in these submissions identified during DEO’s review of the application can be cured. However, the local government must provide curing documentation no later than the end of the “completeness period” that verifies that the plans and specifications were completed prior to the application deadline and that all required applications for permitting were submitted to the appropriate permitting agencies prior to the application deadline or the points claimed here will be reduced to zero.

12a. Readiness to Proceed Score (50 Point Maximum): 50.00

Category Summary Score (Lines 3+9a or 9b+10a+11f+12a): _____

**(Transfer this score to line 3e. in the CR column on the Application Scoring Summary page – Part 8, page 4.)
(Cannot exceed 505 points.)**

Part 8 – Certification and Score Summary

I, the undersigned chief elected official or authorized representative of the Applicant, certify that, to the best of my knowledge, this Florida Small Cities Community Development Block Grant Application for Funding was prepared in accordance with state and federal rules and regulations, contains information that is true and correct, and has been approved by the local governing body.

I also certify that the Applicant:

Has met all citizen participation requirements contained in Chapter 73C-23, Florida Administrative Code:

Following public notice, hearings were conducted by a member of the local governing body or a duly authorized employee;

- The first public hearing was conducted to obtain citizen views about community development needs and potential uses of CDBG funding;
 - The notice for the second public hearing was published following the first public hearing. The notice included a summary of the activities that would be conducted with CDBG funds, the specific locations where those activities would take place, a line item budget, and the time and place where a copy of the draft application would be available for review; and
 - A second public hearing was conducted to obtain citizen comments on the CDBG application prior to submission.
2. Has properly conducted surveys of service areas to document LMI benefit, if applicable.
 3. Will not attempt to recover, through special assessments, capital costs of public improvements funded in whole or in part with CDBG funds.
 4. Will ensure that upon completion of housing structures addressed with CDBG funds, each housing structure will meet the local housing code.
 5. Will administer the subgrant in conformity with the Civil Rights Act of 1964 and the Fair Housing Act.
 6. Will affirmatively further fair housing and undertake one fair housing activity each quarter.
 7. Has adopted or will adopt a Community Development Plan or has adopted the Local Comprehensive Plan as its Community Development Plan.
 8. Will adopt an Anti-Displacement and Relocation Policy and will minimize the displacement of persons.
 9. Has presented accurate information and has documentation on file and readily accessible to the Department of Economic Opportunity.
 10. Has authorized the submission of this application by vote of the local governing body.
 11. Will adopt a CDBG Procurement Policy that conforms to 2 CFR 200.317 – 200.326, Sections 255.0525 and 287.055, Florida Statutes, and Rule 73C-23.0051(4), Florida Administrative Code.
 12. Has implemented a financial management system that complies with Section 218.33, Florida Statutes, and 2 CFR 200.302.

13. Will complete a self-evaluation of its facilities related to the Americans with Disabilities Act and adopt a Transition Plan, if applicable.
14. Will meet a National Objective for each funded activity other than administration and engineering prior to the administrative closeout of the subgrant.

Signature of Chief Elected Official or Designee
Signature: _____
Typed Name and Title: Stephen Witt, Mayor
Date:
If signed by a person other than the chief elected official, a copy of the resolution authorizing the person to sign the application must be included in Appendix B.

Signature of Application Preparer if not an employee of the Local Government
Signature: _____
Typed Name and Title: Fred D. Fox, President
Name of Firm or Agency: Fred Fox Enterprises, Inc.

Application Scoring Summary

This form is the Applicant’s evaluation of the application score. Use the “scores” identified in the application to complete this form when you have finished filling out the application. Enter the scores or other information in the appropriate columns. When all of the scores have been transferred to this form, add the scores and enter the total.

Applicant Name: City of Lake City			(For DEO Use Only) Application Number: _____			
Enter Type of Application: <input checked="" type="checkbox"/> Commercial Revitalization <input type="checkbox"/> Economic Development <input type="checkbox"/> Housing Rehabilitation <input type="checkbox"/> Neighborhood Revitalization						
Title/Score	Part	Page	CR	ED	HR	NR
1. Community-Wide Needs Score (250 Points Maximum)	2	13	75.54			
2. Outstanding Performance in Equal Employment Opportunity and Fair Housing (90 points maximum)	2	15	75.86			
3. Program Impact:						
3a. Special Designation Score (20 Points Maximum)	2	13	20.00			
3b. Grant History Score (100 Points Maximum)	2	13	0.00			
3c. CATF Score (10 Points Maximum)	2	13	10.00			
3d. Leverage (25 Points Maximum for CR, NR and HR) (125 Points Maximum for ED)	3	18	25.00			
3e. Category Summary Score	4	23				
3f. Total Program Impact Score (3a+3b+3c+3d+3e) (660 Points Maximum)	8	27				
4. Total Application Score (1+2+3f) (1000 Points Maximum)	8	27				
Less Penalties Assessed (For DEO Use Only)						
Final Score (For DEO Use Only)						

Part 9 – Supporting Documentation

Place all supporting documentation in this section. Separate the documents with a titled tab or titled colored paper. Include only those appendices that are required for the application.

Appendix	Title
A	Maps (Required)
B	Local Governing Body's Resolutions for Signature Delegation and Application Submission (Required)
C	Comprehensive Plan Documents (Required)
D	Public Hearing/CATF Documentation (Required)
E	Leverage Documentation
F	Grant Application Preparation Cost Documentation
G	Readiness to Proceed Documentation
H	VLI/LMI Worksheets and Survey Documentation or Census Data and Maps
I	Documentation Related to Health and Safety Impact Score
J	Joint Agreements, Contingency Funding Documentation and/or Interlocal Agreements
K	Housing Assistance Plan (Required for all Housing Rehabilitation Applications)
L	Historic Preservation Documents
M	Special Designation Documentation
N	Documentation for Economic Development Applications
O	Documentation for Other Community Development Activities Score (Commercial Revitalization)
P	Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)
Q	Local Government Minority Contracting and Fair Housing Score Documentation
R	Commercial Rehabilitation Policy (Required for all Commercial Revitalization Applications that will utilize CDBG funds to rehabilitate commercial buildings)
S	

File Attachments for Item:

2. City Council Resolution No. 2020-101 - A resolution of the City Council of the City of Lake City, Florida authorizing the implementation of the long-term and short-term objectives of the City of Lake City Community Development Plan; and establishing an effective date.

CITY COUNCIL RESOLUTION NO. 2020-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE IMPLEMENTATION OF THE LONG-TERM AND SHORT-TERM OBJECTIVES OF THE CITY OF LAKE CITY COMMUNITY DEVELOPMENT PLAN; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter “City”) is located in Columbia County, Florida and based on the 2010 U.S. Census, the City’s population is 12,046, of which 1,839 or 15.26% are below the federal poverty level; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of the City to adopt and implement long-term and short-term objectives of the City of Lake City Community Development Plan to identify all available resources for major opportunities and to improve the way of life for all citizens.

NOW, THEREFORE, BE IT ENACTED 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 is hereby authorized to implement the following long-term and short-term objectives:

LONG-TERM OBJECTIVES:

1. To improve the physical environment of the community to make it more functional, safe, and efficient and to preserve the integrity of the neighborhood.
2. To promote the public interest.
3. To inject long-range considerations into the determination of short-range decisions.

- 4. To bring professional and technical knowledge to bear on issues concerning social, economical, or physical development.
- 5. To facilitate effective cooperation and coordination between all concerned with community development.
- 6. To identify all available resources for major opportunities and to improve the way of life for all in the community.

SHORT-TERM OBJECTIVES:

- 1. To apply for Fiscal Year 2019 Community Development Block Grant funds in the Commercial Revitalization category to make improvements to Wilson Park including an amphitheater and lake fountain.
- 2. To explore other possible resources for the purpose of improving the way of life for all citizen's, especially those who live in deteriorated housing and neighborhoods.

Section 3. This resolution shall be effective immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Lake City, Florida at a regular meeting on this ____ day of October, 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey Sikes, City Clerk

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

File Attachments for Item:

3. City Council Resolution No. 2020-102 - A resolution of the City Council of the City of Lake City, Florida authorizing the use of fifty thousand dollars and zero cents (\$50,000.00) as leverage for the Small Cities Commercial Revitalization Community Development Block Grant application to be submitted by the City to the Florida Department of Economic Opportunity for federal fiscal year 2019.

CITY COUNCIL RESOLUTION NO. 2020-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE USE OF FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) AS LEVERAGE FOR THE SMALL CITIES COMMERCIAL REVITALIZATION COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO BE SUBMITTED BY THE CITY TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2019.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”), applied to the Florida Department of Economic Opportunity for a grant for Federal Fiscal Year 2019 in the amount of fifty thousand dollars and zero cents (\$50,000.00); and

WHEREAS, the City desires to show evidence of its commitment to provide a specific amount of funding to be used in carrying out the Small Cities Commercial Revitalization Community Development Block Grant Application; and

WHEREAS, the City intends to expend its funds and grant funding towards the development of the amphitheater at Wilson Park (hereinafter the “Project”); and

WHEREAS, the City understands the funds will be expended, following approval of the Community Development Block Grant, after the Department of Economic Opportunity site visit for the Project, but prior to the City submitting the administrative closeout for the Project to the Florida Department of Economic Opportunity.

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

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

Section 2. The City hereby commits to providing a minimum of fifty thousand dollars and zero cents (\$50,000.00) as leverage for a Community Development Block Grant application in the Commercial Revitalization category being submitted for the Federal Fiscal Year 2019 Application cycle. That thirty-five thousand dollars and zero cents (\$35,000.00) of the funding shall come from the City's General Fund Account for the engineering line item activity and fifteen thousand dollars and zero cents (\$15,000.00) of the funding shall come from the City's General Fund Account for the Open Space Parks and Playgrounds line activity.

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

[Remainder of this page intentionally blank.]

DULY PASSED AND ADOPTED by the City Council of the City of Lake City, Florida at a regular meeting on this ____ day of October, 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey Sikes, City Clerk

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

File Attachments for Item:

4. City Council Resolution No. 2020-103 - A resolution of the City Council of the City of Lake City, Florida authorizing the submission of an application for the Small Cities Community Development Block Grant to the Florida Department of Economic Opportunity for federal fiscal year 2019.

CITY COUNCIL RESOLUTION NO. 2020-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2019.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”), desires to submit an application for a Commercial Revitalization Community Development Block Grant to the Florida Department of Economic Opportunity to benefit persons of low and moderate income.

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

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

Section 2. The City is hereby authorized to file an application for a Commercial Revitalization Community Development Block Grant.

Section 3. That the Mayor of the City is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on October 5, 2020.

[Remainder of this page intentionally blank.]

FLK/alj
09/21/2020

DULY PASSED AND ADOPTED by the City Council of the City of Lake
City, Florida at a regular meeting on this ____ day of October, 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey Sikes, City Clerk

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

File Attachments for Item:

5. City Council Ordinance No. 2020-2164 - (final reading) An ordinance of the City Council of the City of Lake City, Florida, repealing ordinance 2016-2081; providing for severability; providing for codification; and providing an effective date.

First reading August 17, 2020

ORDINANCE NO. 2020-2164

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, REPEALING ORDINANCE 2016-2081; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake City, Florida is the governing body in and for the City of Lake City, Florida; and

WHEREAS, ordinance 2016-2081, attached hereto, was adopted on January 17, 2016; and

WHEREAS, after deliberation the City Council finds that it is in the best interests of the citizens of the City of Lake City to repeal ordinance 2016-2018 in its entirety.

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

Section 1. The above recitals are true and accurate and adopted and incorporated herein.

Section 2. Ordinance 2016-2018 is hereby repealed in its entirety.

Section 3. Should any section, subsection, sentence, clause, phrase or other provision of this ordinance be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 4. 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 the sections may be renumbered in order to accomplish such intentions.

[Remainder of this page intentionally left blank.]

Section 5. This ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED upon first reading this 17th day of August 2020.

NOTICE PUBLISHED on the 9th day of October 2020.

PASSED AND ADOPTED on the _____ day of _____ 2020.

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

ORDINANCE NO.: 2016-2081

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PROVIDING FOR PROTECTION OF MILITARY MONUMENTS IN THE CITY OF LAKE CITY, FLORIDA; PROVIDING FOR PROTECTIVE MEASURES OF MONUMENTS; PROVIDING PENALTIES; PROVIDING FOR WAIVERS THAT MAY BE GRANTED AFTER CONSIDERATION AT PUBLIC HEARING; PERTAINING TO MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of Lake City, Florida ("Council") is the governing body in and for the City of Lake City, Florida; and

WHEREAS, the Council desires to protect existing military monuments on City property from destruction, damage, or disturbance; and

WHEREAS, any such destruction, damage, or disturbance exhibits disrespect for both the memory of those armed service members who made the ultimate sacrifice and the deeds and sacrifices of every veteran; and

WHEREAS, federal legislation does not adequately protect local war and military memorials and monuments on non-federal land.

NOW THEREFORE, BE IT ENACTED by the City Council of the City of Lake City:

Section 1.

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

Section 2. Definitions.

- A. "Public property" is all real property owned or leased by the City of Lake City, Florida.
- B. "Monument" or "Memorial" is a statute, nameplate, plaque or any other artistic rendering in any format created in remembrance of a person or event involving the Armed Forces of the United States at any time since its inception and erected, named or dedicated on or after the effective date of this Ordinance.

Section 3. Protective Measures.

- A. Any statute, monument, memorial, nameplate, or plaque which has been erected for, or named or dedicated in honor of, the Native-American Wars, Spanish and English occupation conflicts, French and Indian War, American Revolution, War of 1812, Seminole Indian Wars, U.S.-Mexican War, the War Between the States, Spanish-American War, the Mexican border period, World War I, World War II, the Korean conflict, the Vietnam War, Operation Urgent Fury (Grenada), Operation El Dorado Canyon (Libya), Operation Just Cause (Panama), Operation Desert Shield/Desert Storm (Persian Gulf War I), Operation Enduring Freedom (Afghanistan), and Operation Iraqi Freedom (Persian Gulf War II), and is located on public property, may not be relocated, removed, disturbed, altered, renamed, or rededicated, or otherwise disturbed.
- B. A statute, monument, memorial, nameplate, plaque, picture, historic flag display, school, street, bridge, building, park, preserve or reserve which has been erected for, or named or dedicated in honor of, any historical military figure, historical military event, military organization unit and is located on public property, may not be renamed or rededicated.
- C. No person may prevent the governmental entity having responsibility for maintaining of these items, structures, or areas described in subsection (B) from taking proper and appropriate measures, and exercising proper and appropriate means, for the protection, preservation, care, repair or restoration of such items, structures, or areas.

Section 4. Penalties.

If any person shall willfully, except as provided for in Section 3(C) above, destroy, mutilate, deface, injure, or remove any monument, memorial, nameplate, or plaque which has been erected or placed in honor of the conflicts and wars enumerated in Section 3(A) above, shall be found guilty of a second degree misdemeanor thereof, before a court of competent jurisdiction, and shall for each and every such offense forfeit and pay a fine, in the discretion of the court, according to the aggravation of the offense, of not less than \$100 and no more than \$500.

Section 5. Waivers for Convenience.

Any entity, public or private, exercising control of public property on which a monument or memorial is located may petition the City of Lake City, Florida City Council for a waiver to Section 3 herein. A petition for waiver shall be in writing and shall state the reason, or reasons, upon which the waiver is sought. At any regularly scheduled meeting of the City Council, the City Council may grant a petition for waiver. The City Council may include reasonable conditions and instructions to ensure that any items, structures, or areas are preserved to the greatest extent possible.

Section 6. Conflicts.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Severability.

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

Section 8. Codification.

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 renumbered or re-lettered and the word ordinance may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 9. Effective Date.

This ordinance shall become effective upon its adoption.

PASSED AND ADOPTED upon first reading the 5th day of December, 2016.

NOTICE PUBLISHED on the 5th day of January, 2016

PASSED AND ADOPTED upon second and final reading this 17th day of January, 2016

CITY OF LAKE CITY, FLORIDA

By: Stephen M Witt
Stephen M. Witt, Mayor

ATTEST:

By: Audrey E. Sikes
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

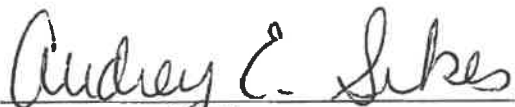
Ordinance Number: 2016-2081
Passed on first reading on December 5, 2016

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>X</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>X</u>	_____	_____	_____
Eugene Jefferson, Council Member	<u>X</u>	_____	_____	_____
Melinda Moses, Council Member	<u>X</u>	_____	_____	_____
George Ward, Council Member	<u>X</u>	_____	_____	_____

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.



AUDREY E. SIKES, MMC
City Clerk

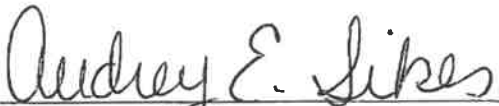
Ordinance Number: 2016-2081
Passed on second and final reading on January 17, 2017

Record of Vote on Second and Final Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>X</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>X</u>	_____	_____	_____
Eugene Jefferson, Council Member	<u>X</u>	_____	_____	_____
Melinda Moses, Council Member	<u>X</u>	_____	_____	_____
George Ward, Council Member	<u>X</u>	_____	_____	_____

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.



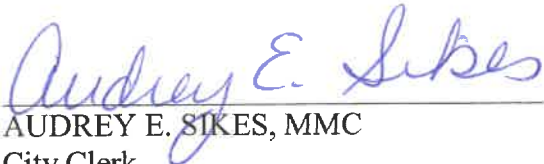
AUDREY E. SIKES, MMC
City Clerk

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Chris Greene, Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Eugene Jefferson, Council Member	<u>✓</u>	_____	_____	_____
Melinda Moses, Council Member	<u>✓</u>	_____	_____	_____

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.



AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

6. City Council Ordinance No. 2020-2166 - (final reading) An ordinance of the City of Lake City, Florida; amending City Code Chapter 70, Article V, Firefighters' Retirement, amending section 70-130, compliance with the Internal Revenue Code; providing for severability; providing for a repealer; and providing an effective date.

First reading September 14, 2020

ORDINANCE NO. 2020-2166

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA; AMENDING CITY CODE CHAPTER 70, ARTICLE V, FIREFIGHTERS' RETIREMENT, AMENDING SECTION 70-130, COMPLIANCE WITH THE INTERNAL REVENUE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, changes to the Internal Revenue Code may happen quickly and frequently. There is a benefit in authorizing the Board to make appropriate changes to the Plan in order to maintain the Plan's tax qualified status;

WHEREAS, effective January 1, 2020, the Internal Revenue Code was amended by increasing the required minimum distribution age from 70½ to 72;

WHEREAS, the Board of Trustees of the City of Lake City Municipal Firefighters' Pension Trust Fund has prepared this ordinance to implement the changes to the Internal Revenue Code.

NOW, THEREFORE, BE IT ENACT[ED] BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, THAT:

Section 1: The above recitals are true and accurate and are adopted and incorporated herein.

Section 2: Section 70-130(a), (c) and (d)(2) of the City Code are hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 70-130. Compliance with the Internal Revenue Code.

(a) It is the intention of the city and of the board that the plan remain at all times a qualified plan, as that term is defined under the internal revenue code as well as the corresponding Treasury Regulations applicable to a governmental defined benefit retirement plan.

(1) In recognition of the changing requirements of Plan qualification, the board shall adopt an administrative policy setting forth the required provisions for tax qualification. Such a policy shall be amended by the board as required to maintain continuing compliance with the internal revenue code and that policy and any amendments shall have the

force of law as if adopted by the city council.

- (c) In no event may a member's retirement benefit be delayed beyond the later of April 1 following the calendar year in which the member attains age (72) (70½), provided the member had not attained age (70½) by December 31, 2019, or April 1 of the year following the calendar year in which the member retires.

When a distribution of the participant's entire interest is not made in a lump sum, the distribution will be made in or more of the following ways: over the life of the participant; over the life of the participant and designated beneficiary; over a period certain not extending beyond the life expectancy of the participant; or over a period certain not extending beyond the joint life and last survivor expectancy of the participant and a designated beneficiary.

- (d) If the distribution has commenced before the participant's death, the remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the participant's death.

The method of distribution, if the participant dies before distribution is commenced, must satisfy the following requirements:

- (1) Any remaining portion of the participant's interest that is not payable to a beneficiary designated by the participant will be distributed within five years after the participant's death;
- (2) Any portion of the participant's interest that is payable to a beneficiary designated by the participant will be distributed either: (i) within five years after the participant's death; or (ii) over the life of the beneficiary, or over a period certain not extending beyond the life expectancy of the beneficiary, commencing not later than the end of the calendar year following the calendar year in which the participant died (or, if a designated beneficiary is the participant's surviving spouse, commencing not later than the end of the calendar year following the calendar year in which the participant would have attained age 72 70½).

Section 3: It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lake City, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 4: If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

Section 5: All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6: This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

[Remainder of this page intentionally left blank.]

PASSED AND ADOPTED upon first reading this 14th day of September 2020.

NOTICE PUBLISHED on the 9th day of October 2020.

PASSED AND ADOPTED upon second reading this _____ day of _____ 2020.

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

July 30, 2020

Ms. Donna Duncan
Finance Director
City of Lake City
205 N. Marion Avenue
Lake City, FL 32055

Dear Donna:

**CITY OF LAKE CITY MUNICIPAL FIREFIGHTERS' PENSION TRUST FUND
AMENDING ORDINANCE FOR COMPLIANCE WITH IRS CODE - NO IMPACT**


The City of Lake City is considering amending Ordinance Section 70-130 of the above referenced Pension Fund to increase the required minimum distribution age from 70½ to 72, as well as incorporating changes in Treasury regulation under the Internal Revenue Code.

In our opinion, this change has no actuarial impact on the Plan since there would be no change to any benefit provisions of the Plan.

After you have had a chance to review this information, please let us know if you have any questions.

Very truly yours,

ACTUARIAL CONCEPTS



By: _____

Michael J. Tierney
ASA, MAAA, FCA, EA #17-1337

cc: Ms. Bonni Jensen
Klausner, Kaufman, Jensen & Levinson

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Chris Greene, Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Eugene Jefferson, Council Member	<u>✓</u>	_____	_____	_____
Melinda Moses, Council Member	<u>✓</u>	_____	_____	_____

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.



AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

7. City Council Ordinance No. 2020-2169 - (first reading) An ordinance of the City Council of the City of Lake City, Florida, amending the Code of the City of Lake City, Florida amending the regulation related to the discharge of firearms to allow hunting on annexed tracts of land upon which hunting had been permitted by Columbia County, Florida immediately prior to annexation; providing certain safety regulations; providing for the termination of such hunting upon any zoning reclassification; providing for severability; providing for conflicts; providing for codification; and providing an effective date.

Adopt City Council Ordinance No. 2020-2169 (first reading)

CITY COUNCIL ORDINANCE NO. 2020-2169

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CODE OF THE CITY OF LAKE CITY, FLORIDA AMENDING THE REGULATIONS RELATED TO THE DISCHARGE OF FIREARMS TO ALLOW HUNTING ON ANNEXED TRACTS OF LAND UPON WHICH HUNTING HAD BEEN PERMITTED BY COLUMBIA COUNTY, FLORIDA IMMEDIATELY PRIOR TO ANNEXATION; PROVIDING CERTAIN SAFETY REGULATIONS; PROVIDING FOR THE TERMINATION OF SUCH HUNTING UPON ANY ZONING RECLASSIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida, (hereinafter the “City”), is a municipality which has the authority to regulate the discharge of firearms within its municipal boundaries; and

WHEREAS, in general, the discharge of firearms is prohibited within the City; and

WHEREAS, the City provides for hunting on some limited tracts of land; and

WHEREAS, the City on occasion annexes lands upon which hunting had been permitted by Columbia County, Florida, and

WHEREAS, the City does not desire to terminate the privilege of hunting on such annexed land just because of the annexation; and

WHEREAS, it is appropriate to “borrow” Columbia County’s hunting regulations for the annexed property; and

WHEREAS, the use of the Columbia County regulations should cease whenever the zoning classification of an annexed tract of land changes.

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. That Section 66-5, of the Code of the City of Lake City, Florida, is hereby amended to read as follows (additions are underlined and deletions are ~~stricken~~):

SECTION 66-5 Same - Discharge

It shall be unlawful for any person to knowingly discharge a gun, pistol, rifle, shotgun or any type of firearm in any public place, or on the rights-of-way of any public road, highway or street, or on any public or private premises within the corporate limits of the city. This section does not apply to either:

(1) Any person lawfully defending life or property, or performing official duties requiring the discharge of a firearm; or

(2) Any person lawfully engaged in hunting upon any tract of land containing 300 or more contiguous acres of unimproved and unoccupied land, provided that such hunting shall not be permitted within 100 feet of any public road which either bounds or traverses such unimproved and unoccupied tract of land; or

(3) Any person lawfully engaged in hunting upon any tract of land which (a) contains more than twelve (12) contiguous acres, whether improved ~~and~~ or occupied, ~~and~~ which is zoned under the zoning classification of "A" agricultural, ~~and (c) is not within 500 feet of a public road and~~ (c) is not part of any recorded residential subdivision, provided that such hunting shall not be permitted within 500 feet of a public road and (e) is not within 500 feet or of any lot in any existing recorded residential subdivision; or

(4) Any person lawfully engaged in hunting upon any (a) unimproved and unoccupied tract of land, (b) annexed by the City of Lake City, (c) upon which hunting had been permitted by Columbia County immediately prior to said annexation, and (d) which land retains its Columbia County Zoning Classification, provided that such hunting shall not be permitted within 500 feet of a public road or of any lot in any existing recorded residential subdivision.

Any person found guilty of violating the provisions of this section shall be punished as provided for in section 1-11.

Section 3. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 4. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. Codification. 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 part of the Code of the City of Lake City, Florida.

Section 6. Effective Date. This ordinance shall become effective upon adoption.

PASSED upon first reading this ____ day of October 2020.

NOTICE PUBLISHED on the _____ day of _____ 2020.

PASSED AND ADOPTED on the _____ day of _____ 2020.

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

File Attachments for Item:

8. City Council Ordinance No. 2020-2170 - (first reading) An ordinance of the City of Lake City, Florida amending the Internal Revenue Code Chapter 70, Article IV, Police Officers Retirement Fund, Section 70-100, related to compliance with the Internal Revenue Code; providing for codification in the code; providing for severability; providing for a repealer; and providing for an effective date.

Adopt Ordinance No. 2020-2170 (first reading)

CITY COUNCIL ORDINANCE NO. 2020-2170

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA AMENDING THE INTERNAL REVENUE CODE CHAPTER 70, ARTICLE IV, POLICE OFFICERS RETIREMENT FUND, SECTION 70-100, RELATED TO COMPLIANCE WITH THE INTERNAL REVENUE CODE; PROVIDING FOR CODIFICATION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, changes to the Internal Revenue Code may happen quickly and frequently; and

WHEREAS, the City Councils that there is a benefit in authorizing the Board of Trustees of the City of Lake City Municipal Police Officers Retirement Fund (hereinafter the "Board") to make appropriate changes to the Police Officers Retirement Fund Plan (hereinafter the "Plan") in order to maintain the Plan's tax qualified status; and

WHEREAS, effective January 1, 2020, the Internal Revenue Code was amended by increasing the required minimum distribution age from 70½ to 72; and

WHEREAS, the Board has proposed this ordinance to implement the changes to the Internal Revenue Code for consideration by the City Council; and

WHEREAS, the City Council finds the adoption of the recommendation of the Board to be in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, THAT:

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

Section 2. Section 70-100(a), (c), and (d)(2) of the City Code are hereby amended to read as follows (additions are underlined and deletions are ~~stricken~~):

Sec. 70-100. Compliance with the Internal Revenue Code.

(a) It is the intention of the city and of the board that the plan remain at all times a qualified plan, as that term is defined under the Internal Revenue Code as well as the corresponding Treasury Regulations applicable to governmental defined retirement benefit plans.

- (1) In recognition of the changing requirements of Plan qualification, the Board shall adopt an administrative policy setting forth the required provisions for tax qualification. Such a policy shall be amended by the Board as required to maintain continuing compliance with the Internal Revenue Code and that policy and any amendments shall have the force of law as if adopted by the City Council.

- (c) In no event may a member's retirement benefit be delayed beyond the later of April 1st following the calendar year in which the member attains age 70½ 72, provided the member had not attained age 70½ by December 31, 2019, or April 1st of the year following the calendar year in which the member retires.

When a distribution of the participant's entire interest is not made in a lump sum, the distribution will be made in or more of the following ways: over the life of the participant; over the life of the participant and designated beneficiary; over a period certain not extending beyond the life expectancy of the participant; or over a period certain not extending beyond the joint life and last survivor expectancy of the participant and a designated beneficiary.

- (d) If the distribution has commenced before the participant's death, the remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the participant's death.

The method of distribution, if the participant dies before distribution is commenced, must satisfy the following requirements:

- (1) Any remaining portion of the participant's interest that is not payable to a beneficiary designated by the participant will be distributed within five years after the participant's death;
- (2) Any portion of the participant's interest that is payable to a beneficiary designated by the participant will be distributed either: (i) within five years after the participant's death; or (ii) over the life of the beneficiary, or over a period certain not extending beyond the life expectancy of the beneficiary, commencing not later than the end of the calendar year following the calendar year in which the participant died (or, if a designated beneficiary is the participant's surviving spouse, commencing not later than the end of the calendar

year following the calendar year in which the participant would have attained age 72 ~~70~~^{1/2}.

Section 3. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lake City, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 4. If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

Section 5. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

[Remainder of this page left blank intentionally.]

FLK/aj
10/7/20

Section 6. This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

PASSED upon first reading on the ____ day of October 2020.

NOTICE PUBLISHED on the ____ day of _____ 2020.

PASSED AND ADOPTED on the second and final reading this ____ day of _____ 2020.

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

File Attachments for Item:

9. City Council Ordinance No. 2020-2171 - (first reading) An ordinance of the City of Lake City, Florida, amending Article II, Section 2-31 of the Code of the City of Lake City, Florida, relating to meetings of the City Council; providing that regular and special meeting locations can be held anywhere in Columbia County, subject to advance notice requirements; providing for severability; providing for codification, repealing all ordinances in conflict; and providing an effective date.

Adopt Ordinance No. 2020-2171 (first reading)

CITY COUNCIL ORDINANCE NO. 2020-2171

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING ARTICLE II, SECTION 2-31 OF THE CODE OF THE CITY OF LAKE CITY, FLORIDA, RELATING TO MEETINGS OF THE CITY COUNCIL; PROVIDING THAT REGULAR AND SPECIAL MEETING LOCATIONS CAN BE HELD ANYWHERE IN COLUMBIA COUNTY, SUBJECT TO ADVANCE NOTICE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) has a current City Code of Ordinances which requires all City Council meetings to be held in City Council Chambers; and

WHEREAS, the recent ongoing pandemic has demonstrated that it is in the best interest of the City to provide a procedure for alternative locations for regular and special City Council meetings when necessary; and

WHEREAS, said procedures should restrict the possible locations to the geographical area of the City and its surrounding area within Columbia County, Florida, where any change in location for the City Council meetings must provide for adequate public notice.

NOW, THEREFORE, BE IT ENACTED 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 ordinance.

Section 2. That Article II, Section 2-31(b) of the Code of the City of Lake City, Florida is hereby amended to read as follows (additions are underlined and deletions are ~~stricken~~):

ARTICLE II. CITY COUNCIL

Section 2-31. Regular Meetings.

(a) *Time.* The city council shall hold regular meetings on the first and third Monday of each month, commencing at 6:00 p.m., or at such other hour of

said day as may be designated by the mayor or written notice given to the council members, city manager, city clerk, city attorney and local news media at least 24 hours prior to said meeting. However, when the day fixed for any regular meeting of the city council falls upon a day designated by law as a legal or national holiday, such meeting shall be held at the same hour on the next succeeding day that is not a holiday.

(b) *Place.* All regular or special meetings of the city council shall be held in the city council's chambers at the City Hall in Lake City, Florida, or at such other location anywhere, within Columbia County, Florida, as may be designated by the caller of the meeting in the notice calling the meeting.

Section 3. Repeal. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase or other provision of this ordinance be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 5. Codification. 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 renumbered or relettered and the word ordinance may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

[Remainder of this page left blank intentionally.]

Section 6. Effective Date. This ordinance shall take effect upon its adoption.

PASSED upon first reading on the ____ day of October, 2020.

NOTICE PUBLISHED on the ____ day of _____, 2020.

PASSED AND ADOPTED on the second and final reading this ____ day of _____, 2020.

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

File Attachments for Item:

10. City Council Resolution No. 2020-114 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of a memorandum of agreement for cost-share assistance with the Suwannee River Water Management District to analyze and plan for future water supply needs of the City of Lake City over a 20 year period and sharing the costs of the planning, up to \$28,000.00.

CITY COUNCIL RESOLUTION NO. 2020-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT FOR COST-SHARE ASSISTANCE WITH THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT TO ANALYZE AND PLAN FOR FUTURE WATER SUPPLY NEEDS OF THE CITY OF LAKE CITY OVER A 20 YEAR PERIOD AND SHARING THE COSTS OF THE PLANNING, UP TO \$28,000.00.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) and the Suwannee River Water Management District (hereinafter the “District”) desire to analyze and plan for future water supply needs of the City over a twenty (20) year period and to develop project concepts that will provide water conservation and alternative water supply initiatives; and

WHEREAS, the City and District have reached an agreement concerning analysis and planning of the future water supply needs of the City over a twenty (20) year period and have reduced said agreement to writing in a legally enforceable contract titled *Memorandum of Agreement for Cost-Share Assistance* (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Agreement provides for the City initially incurring the expenses associated with the analysis and planning of the City’s future water supply needs over a twenty (20) year period, and all said expenses shall be subject to reimbursement by the District as described in the Agreement up to \$28,000.00; and

WHEREAS, the City Council finds it to be in the best interests of the City to enter into the Agreement with the District upon the terms and conditions contained in the Agreement.

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

Section 1. The above recitals are adopted and hereby incorporated by reference.

Section 2. The City is hereby authorized to execute and enter into the Agreement.

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 the District to exceed the pricing referenced herein. The Mayor is authorized and directed to execute and deliver the Agreement in the name, and on behalf of the City, with such changes, amendments, modifications, omission, and additions made by the City Manager and City Attorney. Execution by the Mayor and the District shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED by the City Council on the ____ day of October 2020.

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

MEMORANDUM OF AGREEMENT
FOR
COST-SHARE PLANNING ASSISTANCE

THIS MEMORANDUM OF AGREEMENT (hereinafter the "AGREEMENT"), by and between the Suwannee River Water Management District, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 CR 49, Live Oak, Florida 32060, (hereinafter the "DISTRICT"), and the **City of Lake City**, a political subdivision of the State of Florida, whose address is **205 North Marion Street, Lake City**, Florida, 32055 (hereinafter the "CITY"), is entered into this _____ day of _____, 2020

WITNESSETH:

WHEREAS, CITY and DISTRICT (collectively the "PARTIES") desire to engage in projects that enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the CITY has identified to the DISTRICT a certain project that the CITY wishes to accomplish which will enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the DISTRICT has evaluated such project and agrees that such project would enhance the DISTRICT's water supply, water quality, and/or natural systems; and

WHEREAS, the DISTRICT has funds available and wishes to assist in the funding of such project provided that it is given certain assurances; and

WHEREAS, the CITY requires the financial assistance of the DISTRICT in funding such project; and

WHEREAS, the parties have reached an agreement concerning the above and it is the mutual desire of the PARTIES to commit such agreement to writing and thereby create a legally enforceable contract between the parties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The CITY has proposed a certain project (hereinafter the "PROJECT") to enhance the DISTRICT's water supply, water quality, and/or natural systems.
3. A description and scope of the PROJECT is attached hereto as Exhibit "A".
4. The DISTRICT has evaluated the PROJECT and finds that the PROJECT is a worthwhile project and believes that the PROJECT will enhance the DISTRICT's water supply, water quality, and/or natural systems. The DISTRICT agrees to assist the CITY in completing the PROJECT by partially funding the cost of the PROJECT.
5. The DISTRICT's funding of the PROJECT, including total estimated cost of the PROJECT and the total funds to be paid by the DISTRICT is shown on Exhibit "B".

- 6. The DISTRICT’s obligation to fund the PROJECT is contingent on the CITY complying with the conditions set forth in EXHIBIT C FUNDING CONDITIONS AND REIMBURSEMENT SCHEDULE which is attached hereto.
- 7. Upon the DISTRICT’s payment of funds as set out herein the CITY will be required to complete the PROJECT as provided herein.

MISCELLANEOUS

- 8. The PARTIES agree that the following persons are the designated Project Managers and are to have direct, primary, and continuing responsibility for the work under this AGREEMENT. The CITY’s Project Manager shall have the authority to interpret this AGREEMENT for the CITY and act to give all approvals for the CITY.

<u>DISTRICT Project Manager</u>	<u>CITY Project Manager</u>
Patrick Webster	Michael Osborn
Chief Professional Engineer	Director of Water Treatment
9225 CR 49	144 SE Ozone Loop
Live Oak, Florida 32060	Lake City, Florida 32025
386.362.1001	386.466.3352
Patrick.Webster@srwmd.org	OsbornM@lcfla.com

- 9. The CITY shall maintain books, records and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DISTRICT, or its authorized representative, shall have access to such records for audit purposes during the term of this AGREEMENT and for three years following completion.
- 10. The CITY shall secure and obtain all local, regional, state, federal, and any other permits (including permits from the DISTRICT) required for activities listed herein and shall adhere to all permitting requirements.
- 11. Nothing in this AGREEMENT shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.
- 12. The provisions of this AGREEMENT are for the sole and exclusive benefit of the PARTIES, and no provision of this AGREEMENT will be deemed for the benefit of any other person or entity.
- 13. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not perform WORK as a grantee, 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 Section 287.017 F.S. for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. CONTRACTOR warrants that it has not been placed on the convicted vendor list for a public entity crime.
14. Scrutinized Company: Section 287.135, Florida Statutes, states “A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
- a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
 - b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 2. Is engaged in business operations in Cuba or Syria.”
15. **ADA Compliance;** For all electronic/digital deliverables due under this contract the Vendor must ensure that those deliverables and all supporting documents are accessible according to section 282.603, Florida Statutes and Section 508 of the Rehabilitation Act of 1973 relating to the creation and use of electronic documents. This requirement applies to editable formats, such as Microsoft Word, as well as portable document formats (PDF)

IN WITNESS WHEREOF, CITY and DISTRICT have hereto set their hands and seals on the day and year indicated below.

EXECUTED by the CITY on _____, 2020

By: _____

Print Name: Joe Helfenberger

As its City Manager

EXECUTED by the DISTRICT on _____, 2020.

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By: _____

Hugh Thomas

As its Executive Director

EXHIBIT A
PROJECT DESCRIPTION AND SCOPE OF WORK

Project Name: Lake City Conservation & Alternative Water Supply 20-Year Plan

Project Description: The intent of the PROJECT is to analyze and plan for future water supply needs for the City of Lake City over a 20-year period. Then develop project concepts will provide water conservation and alternative water supply initiatives which can be used as credits and/or offsets for future water supply needs within the City of Lake City.

The PROJECT agreement involves the mutual approval of utilizing a selected engineering consultant to conduct the necessary engineering analysis, planning, and development of future projects which will supply these potential offsets and/or credits in accordance with the following Scope of Work (TO BE PROVIDED) and Deliverables.

Deliverables:

Specifically, the CITY shall provide:

1. Invitation to District staff to a project kickoff meeting.
2. Project Schedule.
3. Monthly Update Meetings or Progress Reports.
4. Preliminary Report.
5. Invitation to District for a Meeting to discuss Preliminary and Final Reports.
6. All deliverables identified in the Jones Edmunds "Scope of Services" dated October 12, 2020 attached as Exhibit "A 1".
7. Final Report.
8. Provide an electronic copy of the Final Report to the District.

ATTACHMENT A 1

95110-310-20 1 October 2020 City of Lake City AWS Feasibility Analysis

SCOPE OF SERVICES

Alternative Water Supply Feasibility Study

PREPARED FOR: Mike Osborne, CSM, CPM, DW A

Director of Water Treatment
692 SW Saint Margarets Street
Lake City, Florida 32025

DATE: October 12, 2020

SUBJECT: City of Lake City Alternative Water Supply Feasibility Study
Jones Edmunds Opportunity No. 95110-310-20

BACKGROUND

The CLIENT has requested assistance from the CONSULTANT to complete an Alternative Water Supply Feasibility Analysis to support the renewal of their Water Use Permit (WUP). The Suwannee River Water Management District (SRWMD) issued WUP No. 2-023-217754-3 on April 12, 2011. The WUP allows the withdrawal of 4.1906 million gallons per day from the Floridan Aquifer.

The WUP expires December 11, 2023. The City is currently utilizing approximately 80% of their permitted allocation. The City wishes to secure a 20-year permit to ensure enough water supply for economic development anticipated for the City's service area. The City anticipates that they will need an increase in the permitted allocation to meet projected water supply over the 20-year period.

The 2015 adopted Minimum Flow and Level (MFL) for the Lower Santa Fe and Ichetucknee Rivers states that those bodies are in recovery and thus a recovery strategy is in place. Although the MFL is under reevaluation, the current rule allows existing permitted users to maintain their permitted withdrawals with a 5-year permit. However, to qualify for longer permit duration the applicant must demonstrate that their entire impact is offset through return flows or Alternative Water Supply projects. To increase the permitted allocation, the applicant must demonstrate sufficient return flows and AWS projects to offset their existing allocation plus the proposed increase.

This AWS Feasibility Study will include groundwater modeling to determine the City's current and proposed withdrawal impacts to the Lower Santa Fe and Ichetucknee. The study will evaluate potential AWS projects and quantify the offsets to the City's withdrawals.

95110-310-20 2 October 2020 City of Lake City AWS Feasibility Analysis

SCOPE OF SERVICES

TASK 1 – KICKOFF MEETING AND PROJECT MANAGEMENT

Jones Edmunds will participate in a kickoff meeting with the City and the SRWMD to discuss project goals and available data for use in the analysis. Jones Edmunds will coordinate with the SRWMD and the St. Johns River Water Management District (SJRWMD) to obtain the latest versions of the North Florida (NF) regional groundwater flow model and the North Florida-Southeast Georgia (NFSEG) regional groundwater flow model.

This task also includes project management activities and monthly phone calls with the City and SRWMD to discuss project status and data needs.

DELIVERABLES

- ✦ Electronic copy (PDF) of minutes from the kickoff meeting.

TASK 2 – WATER BALANCE AND WATER DEMAND PROJECTIONS

Jones Edmunds will create a baseline model scenario that does not include withdrawals from the City's wells and will run a second model simulation at the City's current permitted allocation to quantify the City's current permitted impact to the MFLs. We will also estimate current return flows for land application of water withdrawn by the City. Estimated return flows are expected to include the following:

- ✦ City constructed wetland treatment cells.
- ✦ City sprayfields.
- ✦ Reclaimed water application.
- ✦ Estimated irrigation from City supplied water.
- ✦ Estimated septic system flows from City supplied water.

Jones Edmunds will use projected Countywide growth rates from the University of Florida Bureau of Economic and Business Research (BEBR) to estimate population growth within the City's Service Area. Jones Edmunds will also obtain information from the City on potential commercial and residential developments not represented by the BEBR growth projections. Jones Edmunds will use this information to develop projected water demands over the next 20 years.

Jones Edmunds will use the City's monthly water use data and effluent reuse and disposal quantities for the past 5 years to complete a water balance. The water balance will estimate the percentage of the withdrawals returned via effluent disposal, landscape irrigation, and septic system flows.

DELIVERABLES

- ✦ Electronic copy (PDF) of technical memorandum detailing the estimated current return flow percentages.

95110-310-20 3 October 2020 City of Lake City AWS Feasibility Analysis

TASK 3 – DISTRICT REVIEW MEETING

We will compare the results of the two models and will attend a web meeting with SRWMD and SJRWMD staff to discuss the following:

- ✦ Estimated impacts from the NF and NFSEG models.
- ✦ Model proposed for analysis.
- ✦ Methods and results for estimated return flows.
- ✦ Water bodies of concern and specific model cells and layers for which quantification of impacts are necessary.

DELIVERABLES

- ✦ Electronic copy (PDF) of meeting minutes.

TASK 4 – RETURN FLOW SIMULATIONS

After the meeting with SRWMD and SJRWMD staff, Jones Edmunds will finalize the return flows for the current and proposed City withdrawals. The current and projected return flows will be based on the percentages established in the water balance. We will run model simulations to quantify the offsets to the MFLs for the current permitted allocation and the proposed permitted allocation.

Deliverables

- ✦ Electronic copy (PDF) of technical memorandum detailing the estimated offsets from current and future return flows.

TASK 5 – AWS PROJECT SELECTION AND SIMULATIONS

Jones Edmunds will perform a desktop GIS analysis using the City's current reclaimed water lines, existing City-, County-, or SRWMD-owned property, other significant users, proposed service area expansions, and the resources of concern to select locations of potential AWS or offset projects. The types of projects are expected to include the following:

- ✦ Reclaimed water offsets within the City's capture zone.
- ✦ Agricultural user offsets (including nurseries/sod production).
- ✦ Golf-course offsets.
- ✦ Commercial/Industrial offsets (including fire suppression and cooling flows).
- ✦ Stormwater capture for infiltration via land application or drainage wells.
- ✦ Beneficial recharge of a Recharge Well at the City wetland.
- ✦ Beneficial recharge of other new constructed Wetlands, RIBs, or sprayfields.
- ✦ Existing/Future Wellfield Evaluations – Moving some of the supply wells to another location such as closer to recharge areas or further from the MFLs.
- ✦ Evaluation of Landuse changes – Silviculture and urbanization.
- ✦ Water conservation projects.
- ✦ Identification of large users of potable water for irrigation.

The stormwater capture analysis will use a geospatial flow accumulation model (based on LIDAR digital elevation models) to identify areas with excess stormwater for capture. We will 95110-310-20 4 October 2020 City of Lake City AWS Feasibility Analysis

also evaluate and potentially use existing geospatial data such as NRCS soils Florida Geologic Survey identified recharge areas, to evaluate areas as potential recharge sites. If potential areas for stormwater capture and infiltration are identified as a viable AWS project, the approximate flow accumulation model will be used to estimate the annual average recharge quantity for further evaluation in the groundwater model. Jones Edmunds will attend a meeting with the City and the SRWMD to discuss the potential offsets and project locations. At the meeting Jones Edmunds will present approximately 15 potential AWS projects for consideration. The AWS projects may consider similar concepts at different locations. Information developed for each AWS project will include the approximate project location, acreage, and the proposed water source and quantity. Up to ten model scenarios will be selected at the meeting. Jones Edmunds will use the model to develop simulations for the proposed projects and will evaluate the offset provided by each project.

DELIVERABLES

- ✦ Electronic copy (PDF) of technical memorandum detailing the estimated offsets from potential AWS projects.

ASSUMPTIONS AND EXCLUSIONS

The CONSULTANT assumes the following:

- ✦ The proposed meetings are planned to be web meetings.
- ✦ The City will provide information on planned residential and commercial developments for the water demand projections.
- ✦ SRWMD will confirm the model cells and layers that should be quantified for the analysis.
- ✦ Return flows will be simulated in the groundwater model using the model recharge coefficients or aquifer injection and the NFSEG HSPF files will not be modified for simulations. Evapotranspiration losses will be accounted for either through estimates developed as part of the water balance or using surrogate return flow/recharge coefficients developed from model simulations.
- ✦ The City will provide wellfield withdrawals, reclaimed water use, sprayfield, and wetland inflows on a monthly basis for the past 5 years.
- ✦ The City will provide locations of the City's sewer and water lines and current customer data to identify properties on City water and septic systems.
- ✦ The proposed AWS projects may not offset 100% of the City's withdrawals.
- ✦ The project does not include design and cost estimates of the AWS projects.

95110-310-20 5 October 2020 City of Lake City AWS Feasibility Analysis

METHOD OF PAYMENT

As consideration for providing the services enumerated in this SCOPE OF SERVICES, the CLIENT shall pay the CONSULTANT on a percent complete basis for a lump sum of \$56,000.00.

Invoices will be submitted monthly. The estimated task fees are as follows: Task

	Fee
Task 1 – Kickoff Meeting and Project Management	\$6,632
Task 2 – Water Balance and Current Allocation Simulations	\$9,900
Task 3 – District Review Meeting	\$1,570
Task 4 – Existing Return Flow Simulations	\$9,934
Task 5 – AWS Project Selection and Simulations	\$27,964
Total	\$56,000

EXHIBIT B
PROJECT COST ESTIMATE AND COST SHARE FUNDING BREAKDOWN

Project Name: Lake City Conservation & Alternative Water Supply 20 Year Plan

Item	SRWMD Funds	Match Funds	Total
Engineering Services	\$28,000	\$28,000	\$56,000
TOTAL PROJECT COSTS	\$28,000	\$28,000	\$56,000

The DISTRICT reimbursable amount is not to exceed \$28,000.00.
The CITY's total match amount is \$28,000.00.

Additionally, the CITY shall provide any and all other costs which could exceed the total District Reimbursable Amount above to complete the project. If the cost of the project is less than the original estimated \$56,000 then the costs will be split evenly between each party.

EXHIBIT C
FUNDING CONDITIONS AND REIMBURSEMENT SCHEDULE

Project Name: Lake City Conservation & Alternative Water Supply 20-Year Plan

COST-SHARE REIMBURSEMENT: Upon completion of the installation of equipment and materials as set out in Exhibit "A", the DISTRICT shall reimburse the CITY the maximum cost-share reimbursement set out in Exhibit "B". Provided, that for the CITY to be entitled to such reimbursement, the CITY shall:

1. Comply with all requirements of this AGREEMENT, including, without limitation, the completion of the Plan within the time provided. Provided that the DISTRICT may, at its sole discretion, grant an extension of time for completion for good cause shown.
2. Invoice the DISTRICT for the amounts due under this AGREEMENT on a quarterly basis or as agreed to by both parties, until project is complete or until DISTRICT's portion of funding has been allocated. Such invoice shall contain copies of all invoices and cancelled checks to vendors showing the amount paid for all materials which are being reimbursed by the DISTRICT and the date of installation of such items. Such invoice must also include the following certification, and the CITY hereby agrees to delegate authority to its Project Manager as identified in this contract, to affirm said certification:

"I hereby certify that costs requested for payment, as represented in this invoice, are for the improvements as specified in the project in accordance with the agreement between the Suwannee River Water Management District and the City of Lake City, No. _____, are allowable, allocable, properly documented, and are in accordance with the approved budget and scope of work."

3. All deliverables must be completed in 1 year from the execution of this AGREEMENT.
4. Upon completion of the project, provide to the DISTRICT a letter certifying that the project deliverables as described in Exhibit "A" have been completed per the approval of the DISTRICT and the CITY.

Reimbursement: All labor, materials and equipment costs shall be initially born by the CITY subject to reimbursement as provided below.

The District shall process reimbursement of the CITY'S expenses upon receipt of detailed invoices. Documentation must include the Reimbursement Form attached (C-1, electronic copy of form in Excel will be emailed to CITY) to the agreement below, deliverables, copies of supporting invoices, purchase orders, and CITYS canceled checks associated with the invoiced items. The District reimbursement shall not exceed the reimbursable amount shown on Exhibit B.

Reimbursement payments shall be processed and payable no later than 45 days after the receipt of the CITY's invoice and information as specified in this AGREEMENT.

ATTACHMENT C-1					
SRWMD RIVER REIMBURSEMENT REQUEST SUMMARY FORM					
Agreement No. :		Request No:		Request Date:	
Cooperator:					
<i>(Name & Mailing Address)</i>					
Cooperator's Project Manager					
Amount(s) Requested:					
\$ -		(do not enter data in shaded cells, they will auto fill)			
COST SHARE EXPENDITURES SUMMARY SECTION					
AUTHORIZED TASKS	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1: Engineering, Design, Permit, Survey				\$ -	\$ -
Task 2: Clearing and grubbing				\$ -	\$ -
Task 3: Control structure	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4: Regrade slopes				\$ -	\$ -
Task 5: Gabion mattress	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET (ALL TASKS)	\$ -			\$ -	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	\$ -			\$ -	
TOTAL REMAINING (ALL TASKS)	\$ -			\$ -	
COOPERATOR CERTIFICATION					
Complete COOPERATORS's Certification of Payment Request below:					
<p>"I hereby certify that costs requested for payment, as represented in this invoice, are for the improvements as specified in the project in accordance with the agreement between the Suwannee River Water Management District and the City of Lake City, No. _____, are allowable, allocable, properly documented, and are in accordance with the approved budget and scope of work."</p>					
Signature		Date			
Printed Name					

An electronic file of Exhibit C-1 will be transmitted to the CITY.

File Attachments for Item:

11. City Council Resolution No. 2020-108 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Twelve to the continuing contract with Jones Edmunds & Associates, Inc., for the professional consulting services and completion of an alternative water supply feasibility study; and to pay the consultant a not-to-exceed amount of \$56,000.00 for its services.

CITY COUNCIL RESOLUTION NO. 2020-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER TWELVE TO THE CONTINUING CONTRACT WITH JONES EDMUNDS & ASSOCIATES, INC., FOR THE PROFESSIONAL CONSULTING SERVICES AND COMPLETION OF AN ALTERNATIVE WATER SUPPLY FEASIBILITY STUDY; AND TO PAY THE CONSULTANT A NOT-TO-EXCEED AMOUNT OF \$56,000.00 FOR ITS SERVICES.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with Jones Edmunds & Associates, Inc. (hereinafter “Jones Edmunds”) effective February 3, 2014 (hereinafter the “Continuing Contract”), as authorized by City Council Resolution No. 2014-008 with respect to certain studies, planning, design and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport (hereinafter the “Airport”), City recreational facilities, City Hall, City safety facilities and streets (herein collectively the “City Projects”); and

WHEREAS, the Continuing Contract provides that Jones Edmunds shall perform services to the City only when requested to 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 performed by and compensation to be paid to Jones Edmunds for each separate project and be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires to enter into Task Assignment Number Twelve with Jones Edmunds to receive assistance with an Alternative Water Supply Feasibility Study, pursuant to the terms and conditions of Task Assignment Number Twelve, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution (“Task Assignment Number Twelve”), and in compliance with 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 incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to execute Task Assignment Number Twelve with Jones Edmunds for the Additional Services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number

Twelve as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Twelve 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 Jones Edmunds shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions if any.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of October 2020.

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 TWELVE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND JONES EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL CONSULTING SERVICES AND COMPLETION OF AN ALTERNATIVE WATER SUPPLY FEASIBILITY STUDY.

THIS TASK ASSIGNMENT NUMBER TWELVE is made and entered into this ____ day of October 2020, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and JONES, EDMUNDS & ASSOCIATES, INC., a Florida limited liability company, having a mailing address of 730 NE Waldo Road, Gainesville, Florida 32641 (herein referred to as "Consultant")

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract dated February 3, 2014, for professional consulting services as authorized by City Council Resolution No. 2014-008 (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 is in need of additional assistance with the completion of an alternative water supply feasibility study and desires to enter into Task Assignment Twelve with Consultant for such services pursuant to the terms and

conditions contained in Consultant's proposed Scope of Services (hereinafter "Supplemental Agreement"), a copy of which is attached as "Exhibit A".

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 Twelve.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in the Supplemental Agreement, attached hereto.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fixed fee for services at a total projected cost not to exceed \$56,000.00.

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, 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 Twelve, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT**. This Task Assignment Twelve and the Continuing Contract constitutes the entire agreement between the City and Consultant and supersedes all prior written or oral understandings with respect to the project.

This Task Assignment Twelve may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

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

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

ATTEST:

JONES, EDMUNDS & ASSOCIATES, INC.

By: _____
Angela Witt,
Contracts Administrator

By: _____
Stanley F. Ferreira, Jr.,
Vice President



SCOPE OF SERVICES

Alternative Water Supply Feasibility Study

PREPARED FOR: Mike Osborne, CSM, CPM, DW A
Director of Water Treatment
692 SW Saint Margarets Street
Lake City, Florida 32025

DATE: September 21, 2020

SUBJECT: City of Lake City Alternative Water Supply Feasibility Study
Jones Edmunds Opportunity No. 95110-310-20

BACKGROUND

The CLIENT has requested assistance from the CONSULTANT to complete an Alternative Water Supply Feasibility Analysis to support the renewal of their Water Use Permit (WUP). The Suwannee River Water Management District (SRWMD) issued WUP No. 2-023-217754-3 on April 12, 2011. The WUP allows the withdrawal of 4.1906 million gallons per day from the Floridan Aquifer.

The WUP expires December 11, 2023. The City is currently utilizing approximately 80% of their permitted allocation. The City wishes to secure a 20-year permit to ensure enough water supply for economic development anticipated for the City's service area. The City anticipates that they will need an increase in the permitted allocation to meet projected water supply over the 20-year period.

The 2015 adopted Minimum Flow and Level (MFL) for the Lower Santa Fe and Ichetucknee Rivers states that those bodies are in recovery and thus a recovery strategy is in place. Although the MFL is under reevaluation, the current rule allows existing permitted users to maintain their permitted withdrawals with a 5-year permit. However, to qualify for longer permit duration the applicant must demonstrate that their entire impact is offset through return flows or Alternative Water Supply projects. To increase the permitted allocation, the applicant must demonstrate sufficient return flows and AWS projects to offset their existing allocation plus the proposed increase.

This AWS Feasibility Study will include groundwater modeling to determine the City's current and proposed withdrawal impacts to the Lower Santa Fe and Ichetucknee. The study will evaluate potential AWS projects and quantify the offsets to the City's withdrawals.

SCOPE OF SERVICES

TASK 1 – KICKOFF MEETING AND PROJECT MANAGEMENT

Jones Edmunds will participate in a kickoff meeting with the City and the SRWMD to discuss project goals and available data for use in the analysis. Jones Edmunds will coordinate with the SRWMD and the St. Johns River Water Management District (SJRWMD) to obtain the latest versions of the North Florida (NF) regional groundwater flow model and the North Florida-Southwest Georgia (NFSEG) regional groundwater flow model.

This task also includes project management activities and monthly phone calls with the City to discuss project status and data needs.

DELIVERABLES

- Electronic copy (PDF) of minutes from the kickoff meeting.

TASK 2 – WATER BALANCE AND WATER DEMAND PROJECTIONS

Jones Edmunds will create a baseline model scenario that does not include withdrawals from the City's wells and will run a second model simulation at the City's current permitted allocation to quantify the City's current permitted impact to the MFLs. We will also estimate current return flows for land application of water withdrawn by the City. Estimated return flows are expected to include the following:

- City constructed wetland treatment cells.
- City sprayfields.
- Reclaimed water application.
- Estimated irrigation from City supplied water.
- Estimated septic system flows from City supplied water.

Jones Edmunds will use projected Countywide growth rates from the University of Florida Bureau of Economic and Business Research (BEBR) to estimate population growth within the City's Service Area. Jones Edmunds will also obtain information from the City on potential commercial and residential developments not represented by the BEBR growth projections. Jones Edmunds will use this information to develop projected water demands over the next 20 years.

Jones Edmunds will use the City's monthly water use data and effluent reuse and disposal quantities for the past 5 years to complete a water balance. The water balance will estimate the percentage of the withdrawals returned via effluent disposal, landscape irrigation, and septic system flows.

DELIVERABLES

- Electronic copy (PDF) of technical memorandum detailing the estimated current return flow percentages.

TASK 3 – DISTRICT REVIEW MEETING

We will compare the results of the two models and will attend a web meeting with SRWMD and SJRWMD staff to discuss the following:

- Estimated impacts from the NF and NFSEG models.
- Model proposed for analysis.
- Methods and results for estimated return flows.
- Water bodies of concern and specific model cells and layers for which quantification of impacts are necessary.

DELIVERABLES

- Electronic copy (PDF) of meeting minutes.

TASK 4 – RETURN FLOW SIMULATIONS

After the meeting with SRWMD and SJRWMD staff, Jones Edmunds will finalize the return flows for the current and proposed City withdrawals. The current and projected return flows will be based on the percentages established in the water balance. We will run model simulations to quantify the offsets to the MFLs for the current permitted allocation and the proposed permitted allocation.

Deliverables

- Electronic copy (PDF) of technical memorandum detailing the estimated offsets from current and future return flows.

TASK 5 – AWS PROJECT SELECTION AND SIMULATIONS

Jones Edmunds will perform a desktop GIS analysis using the City’s current reclaimed water lines, existing City-, County-, or SRWMD-owned property, other significant users, proposed service area expansions, and the resources of concern to select locations of potential AWS or offset projects. The types of projects are expected to include the following:

- Reclaimed water offsets within the City’s capture zone.
- Agricultural user offsets.
- Golf-course offsets.
- Commercial/Industrial offsets.
- Stormwater capture for infiltration via land application or drainage wells.
- Beneficial recharge of a Recharge Well at the City wetland.
- Beneficial recharge of other new constructed Wetlands, RIBs, or sprayfields.
- Existing/Future Wellfield Evaluations – Moving some of the supply wells to another location such as closer to recharge areas or further from the MFLs.
- Evaluation of Landuse changes – Silviculture and urbanization.

The stormwater capture analysis will use a geospatial flow accumulation model (based on LIDAR digital elevation models) to identify areas with excess stormwater for capture. We will also evaluate and potentially use existing geospatial data such as NRCS soils Florida Geologic Survey identified recharge areas, to evaluate areas as potential recharge sites. If potential

areas for stormwater capture and infiltration are identified as a viable AWS project, the approximate flow accumulation model will be used to estimate the annual average recharge quantity for further evaluation in the groundwater model.

Jones Edmunds will attend a meeting with the City and the SRWMD to discuss the potential offsets and project locations. At the meeting Jones Edmunds will present approximately 15 potential AWS projects for consideration. The AWS projects may consider similar concepts at different locations. Information developed for each AWS project will include the approximate project location, acreage, and the proposed water source and quantity. Up to ten model scenarios will be selected at the meeting. Jones Edmunds will use the model to develop simulations for the proposed projects and will evaluate the offset provided by each project.

DELIVERABLES

- Electronic copy (PDF) of technical memorandum detailing the estimated offsets from potential AWS projects.

ASSUMPTIONS AND EXCLUSIONS

The CONSULTANT assumes the following:

- The proposed meetings are planned to be web meetings.
- The City will provide information on planned residential and commercial developments for the water demand projections.
- SRWMD will confirm the model cells and layers that should be quantified for the analysis.
- Return flows will be simulated in the groundwater model using the model recharge coefficients or aquifer injection and the NFSEG HSPF files will not be modified for simulations.
- The City will provide wellfield withdrawals, reclaimed water use, sprayfield, and wetland inflows on a monthly basis for the past 5 years.
- The City will provide locations of the City's sewer and water lines and current customer data to identify properties on City water and septic systems.
- The proposed AWS projects may not offset 100% of the City's withdrawals.
- The project does not include design and cost estimates of the AWS projects.

METHOD OF PAYMENT

As consideration for providing the services enumerated in this SCOPE OF SERVICES, the CLIENT shall pay the CONSULTANT on a percent complete basis for a lump sum of \$56,000.00. Invoices will be submitted monthly. The estimated task fees are as follows:

Task	Fee
Task 1 – Kickoff Meeting and Project Management	\$6,632
Task 2 – Water Balance and Current Allocation Simulations	\$9,900
Task 3 – District Review Meeting	\$1,570
Task 4 – Existing Return Flow Simulations	\$9,934
Task 5 – AWS Project Selection and Simulations	\$27,964
Total	\$56,000

PROJECT SCHEDULE

The CONSULTANT will begin work upon Notice to Proceed (NTP) and continue until the Scope of Services is completed. The estimated project schedule is shown below. If the Schedule is altered due to unforeseen delays, the CLIENT’s Project Manager shall be notified at once.

Milestone	Activity Duration (Days)	Days from NTP
Task 1 – Kickoff Meeting and Project Management	15	180
Task 2 – Water Balance and Water Demand Projections	45	60
Task 3 – District Review Meeting	15	75
Task 4 – Existing Return Flow Simulations	30	105
Task 5 – AWS Project Selection and Simulations	90	195

Jones Edmunds appreciates your trust in our staff in continuing to serve the City of Lake City and we look forward to working with the City on this important project. If you have any questions or wish to discuss any aspect of the proposed Scope of Services, please contact us at (352) 377-5821.

Sincerely,



Michelle Hays, MS, PG
Project Scientist
mhays@jonesedmunds.com



Jamie Sortevik Bell, PE, CFM
Engineer
jsbell@jonesedmunds.com

File Attachments for Item:

12. City Council Resolution No. 2020-110 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the Covid-19 Public Health Emergency.

CITY COUNCIL RESOLUTION NO. 2020-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, RATIFYING THE MAYOR'S EXTENSION OF THE STATE OF EMERGENCY ARISING FROM THE COVID-19 PUBLIC HEALTH EMERGENCY.

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 1, 2020, the Governor issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on April 3, 2020, the Governor issued Executive Order 20-91 and Executive Order 20-92 directing all persons in Florida to limit their movements and personal interactions outside of their home only to those necessary to obtain or provide essential services or conduct essential activities; and

WHEREAS, on April 29, 2020, the Governor issued Executive Order 20-112 initiating "Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery"; and

WHEREAS, on May 8, 2020, the Governor issued Executive Order 20-114 extending the statewide state of emergency until July 7, 2020; and

WHEREAS, on June 5, 2020, the Governor's Executive Order 20-139 initiated "Phase 2: Safe. Smart. Step-by-Step. Plan for Florida's Recovery" and extended the exceptions provided for in Executive Order 20-69, relating to local government meetings, until June 30, 2020; and

WHEREAS, on July 7, 2020, the Governor issued Executive Order 20-166 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until September 5, 2020; and

WHEREAS, on July 29, 2020, the Governor issued Executive Order 20-179 amending order 20-69 creating statutory exceptions related to budget hearings and extending the statewide state of emergency until September 1, 2020; and

WHEREAS, on August 7, 2020, the Governor issued Executive Order 20-193 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until October 1, 2020; and

WHEREAS, on September 4, 2020, the Governor issued Executive Order 20-213 extending the statewide state of emergency, as well as those exceptions provided for in

Executive Order 20-52; and

WHEREAS, on September 30, 2020, the Governor issued Executive Order 20-246 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until 12:01 a.m. on November 1, 2020; and

WHEREAS, pursuant to City Council Resolution 2020-45 the Mayor is authorized to extend the City’s state of emergency related to COVID-19, and the Mayor has issued his Proclamations extending the current state of emergency, copies of which are attached hereto as “Exhibits A and B”; and

WHEREAS, the City Council, in order to protect the welfare and safety of the citizens of the City and their property, finds it necessary to ratify the Mayor’s extension of the state of emergency proclaimed by the Mayor.

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 ratifies and extends the state of emergency declared pursuant to the Mayor’s Proclamations as well the provisions included in City Council Resolution 2020-033.

Section 3. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of October, 2020.

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

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

- WHEREAS,** *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*
- WHEREAS,** *COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and*
- WHEREAS,** *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*
- WHEREAS,** *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*
- WHEREAS,** *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*
- WHEREAS,** *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*
- WHEREAS,** *this Proclamation is issued to extend the state of emergency for seven (7) days effective October 6, 2020.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective October 6, 2020.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 6th day of October 2020.

Stephen M. Witt
Stephen M. Witt, Mayor
City of Lake City

Proclamation



STATE OF EMERGENCY EXTENSION COVID-19

WHEREAS, *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*

WHEREAS, *COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and*

WHEREAS, *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*

WHEREAS, *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*

WHEREAS, *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*

WHEREAS, *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*

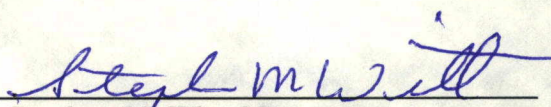
WHEREAS, *this Proclamation is issued to extend the state of emergency for seven (7) days effective October 13, 2020.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective October 13, 2020.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 13th day of October 2020.


Stephen M. Witt, Mayor
City of Lake City

File Attachments for Item:

13. City Council Resolution No. 2020-111 - A Resolution of the City Council of the City of Lake City, Florida, authorizing six (6) aerator replacements at the St. Margarets Wastewater Treatment Facility and authorizing the execution of an agreement with SGS Contracting Services, Inc., for a price not-to-exceed \$1,471,700.00.

CITY COUNCIL RESOLUTION NO. 2020-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING SIX (6) AERATOR REPLACEMENTS AT THE ST. MARGARETS WASTEWATER TREATMENT FACILITY AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SGS CONTRACTING SERVICES, INC., FOR A PRICE NOT-TO-EXCEED \$1,471,700.00.

WHEREAS, the City of Lake City, Florida (hereinafter “City”) is in need of the replacement of six (6) mechanical surface aerators and associated electrical work and instrumentation at the St. Margaret’s Wastewater Treatment Facility (hereinafter the “Project”); and

WHEREAS, Section 2-178(d) of the City Code requires the procurement of supplies and contractual services based on the competitive bid process; and

WHEREAS, the city administration recommends that the Project be awarded to SGS Contracting Services, Inc. (hereinafter “SGS”), at a price of \$1,471,700.00 (the "Contract Price"); and

WHEREAS, the City Council finds that the bid of SGS of \$1,471,700.00 to be the lowest and most responsible bid to the Invitation to Bid 025-2020; and

WHEREAS, the City Council finds that it is in the City’s best interest to award the contract to SGS and to award the contract to SGS for the aforementioned Project pursuant in accordance with the terms, provisions, conditions, and requirements of the “*Agreement Between Owner and Contractor for Construction Contract*” (hereinafter the “Agreement”) attached hereto as “Exhibit A”.

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 is hereby authorized to award the Project to SGS at the Contract Price.

[Remainder of this page left blank intentionally.]

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 SGS Contracting Services, Inc. to exceed the Contract Price. 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 SGS Contracting Services, Inc. shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of October 2020.

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

SECTION 00520**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between City of Lake City, Florida (“Owner”) and
SGS Contracting Services, Inc. (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: the replacement of six mechanical surface aerators and associated electrical work and instrumentation at the St. Margarets Wastewater Treatment Facility. Additive Alternate work shall include the removal, transport, and disposal of an estimated 1,000 cubic yards of accumulated sand/grit from the existing aeration tanks.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: SMWWTF Aeration Basin Aerator Replacement.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Mittauer & Associates, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The Project has been designed by Mittauer & Associates, Inc., 580-1 Wells Road, Orange Park, Florida 32073.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within ~~270~~ 335 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within ~~300~~ 365 days after the date when the Contract Times commence to run.

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4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are additive and will be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages - Not Applicable*

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment within 25 days for each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 90 percent of the value of the Work completed (with the balance being retainage).
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - c. If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of one percent per month.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement (Section 00520).
 2. Bonds:
 - a. Performance bond (together with power of attorney) (Section 00610).
 - b. Payment bond (together with power of attorney) (Section 00615).
 3. General Conditions (Section 00700).
 4. Supplementary Conditions (Section 00800).
 5. Specifications as listed in the table of contents of the project manual.
 6. Drawings (not attached but incorporated by reference) consisting of 7 sheets with each sheet bearing the following general title: SMWWTF Aeration Basin Aerator Replacement.

7. Addenda (numbers 1 to 1, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Section 00410)
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical

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Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has

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furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

City of Lake City, Florida
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Stephen M. Witt
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: Audrey Sikes, City Clerk
(typed or printed)

City Seal

Contractor:

SGS Contracting Services, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Seth G. Simmons
(typed or printed)

Title: President
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Approved as to form and legality:

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

Signed, sealed, and delivered in the Presence of:

Witness

(Print/Type Name)

Witness

(Print/Type Name)

**EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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Address for giving notices:

City of Lake City
205 N. Marion Avenue
Lake City, Florida 32055

Designated Representative:

Name: Cody Pridgeon
(typed or printed)

Title: Director of Wastewater Treatment
(typed or printed)

Address:

City of Lake City
527 SW Saint Margarets Street
Lake City, Florida 32025

Phone: (386) 758-5455

Email: pridgeonc@lcfla.com

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Address for giving notices:

SGS Contracting Services, Inc.
P.O. Box 908
High Springs, Florida 32655

Designated Representative:

Name: Seth G. Simmons
(typed or printed)

Title: President
(typed or printed)

Address:

SGS Contracting Services, Inc.
P.O. Box 908
High Springs, Florida 32655

Phone: (386) 361-5300

Email: seth@sgscsi.com

License No.: CGC1514772 / CUC1225090
(where applicable)

State: Florida

END OF SECTION

SECTION 00610

PERFORMANCE BOND

<p>Contractor</p> <p>Name: <u>SGS Contracting Services, Inc.</u></p> <hr/> <p>Address <i>(principal place of business)</i>: P.O. Box 908 High Springs, Florida 32655</p>	<p>Surety</p> <p>Name: _____</p> <hr/> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: <u>City of Lake City</u></p> <hr/> <p>Mailing address <i>(principal place of business)</i>: 205 N. Marion Avenue Lake City, Florida 32055</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: SMWWTF Aeration Basin Aerator Replacement Lake City, Florida</p> <hr/> <p>Contract Price: <u>\$1,471,700.00</u></p> <hr/> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: <u>\$1,471,700.00</u></p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p> <p><u>SGS Contracting Services, Inc.</u></p> <hr/> <p style="text-align: center;"><i>(Full formal name of Contractor)</i></p>	<p>Surety</p> <p>_____</p> <hr/> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____ <i>(Signature)</i></p> <hr/> <p>Name: <u>Seth G. Simmons</u> <i>(Printed or typed)</i></p> <hr/> <p>Title: <u>President</u></p> <hr/> <p>Attest: _____ <i>(Signature)</i></p> <hr/> <p>Name: _____ <i>(Printed or typed)</i></p> <hr/> <p>Title: _____</p>	<p>By: _____ <i>(Signature)(Attach Power of Attorney)</i></p> <hr/> <p>Name: _____ <i>(Printed or typed)</i></p> <hr/> <p>Title: _____</p> <hr/> <p>Attest: _____ <i>(Signature)</i></p> <hr/> <p>Name: _____ <i>(Printed or typed)</i></p> <hr/> <p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: None.

SECTION 00615

PAYMENT BOND

<p>Contractor</p> <p>Name: <u>SGS Contracting Services, Inc.</u></p> <p>Address <i>(principal place of business)</i>: P.O. Box 908 High Springs, Florida 32655</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: <u>City of Lake City</u></p> <p>Mailing address <i>(principal place of business)</i>: 205 N. Marion Avenue Lake City, Florida 32055</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: SMWWTF Aeration Basin Aerator Replacement Lake City, Florida</p> <p>Contract Price: <u>\$1,471,700.00</u></p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: <u>\$1,471,700.00</u></p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p> <p><u>SGS Contracting Services, Inc.</u> <i>(Full formal name of Contractor)</i></p> <p>By: _____ <i>(Signature)</i></p> <p>Name: <u>Seth G. Simmons</u> <i>(Printed or typed)</i></p> <p>Title: <u>President</u></p> <p>Attest: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p>	<p>Surety</p> <p>_____ <i>(Full formal name of Surety) (corporate seal)</i></p> <p>By: _____ <i>(Signature)(Attach Power of Attorney)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
 - F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
 - G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
 - H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
 - I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
 - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
 - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01 The following have been modified:

Add the following sentence to **"4. Bid"** **"Use of the words Bid and Proposal is interchangeable throughout this Contract."**

Add the following sentence to **"28. Notice of Award"** **"When requested by OWNER, the Notice of Award may be issued by the ENGINEER."**

Add the following sentence to **"29. Notice to Proceed"** **"When requested by OWNER, the Notice to Proceed may be issued by ENGINEER."**

Add the following new defined terms:

"51. Product - As used in the Project Manual, includes materials, fabrications, systems and equipment."

"52. Construct - As used in the Project Manual, means to furnish and install, complete and ready for intended use."

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly

deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor four (4) printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

Add the following immediately after 2.02 B.:

“B. Engineer is not custodian of Public Records related to this project.”

SC-2.03 Add the following immediately after 2.03 A.3.:

“4. Contractor shall perform no portion of the Work at any time without Contract Documents or, where specified, approved Shop Drawings for such portion of the Work.”

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 A. Delete in its entirety and substitute in its place:

“4.01 Commencement of Contract Times: Notice to Proceed

- A. **The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the OWNER-CONTRACTOR Agreement or such other date as may be established therein.”**

SC-4.01 Add the following Paragraph 4.01 B. as follows:

“B. Contractor shall perform no portion of the Work at any time without Contract Documents or, where specified, approved Shop Drawings for such portion of the Work.”

SC-4.02 Add following paragraph:

“B. If Contractor does not start actual construction in the field in accordance with his submitted schedule, he may be liable for the cost of Engineer’s Resident Project Representative (RPR) until actual construction commences.”

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Delete Paragraphs 5.03 A. and 5.03 B. in their entirety and insert the following:

“A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

B. Not Used.”

- SC-5.06 Delete Paragraphs 5.06 A. and 5.06 B. in their entirety and insert the following:
- “A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner or Engineer.**
 - B. Not Used.”**

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:
1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
 2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.02 Insurance—General Provisions

- SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:
1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.
- SC-6.02 Delete Paragraph 6.02 E. in its entirety.
- SC-6.02 Paragraph 6.02 F. Delete the words “or Contractor” in the paragraph.

6.03 Contractor’s Insurance

- SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:
- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: None.
 - E. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$ N/A
Bodily injury by disease—aggregate	\$ N/A
Employer's Liability	
Each accident	\$100,000
Each employee	\$100,000
Policy limit	\$500,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000

Automobile Liability	Policy limits of not less than:
Property Damage	
Each Accident	\$100,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$1,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor’s Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor’s Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$ N/A
General Aggregate	\$ N/A

- N. *Contractor’s Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$ N/A
Annual Aggregate	\$ N/A

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.13 *Owner's Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Site Representative*

- A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 In the first line of Paragraph 15.01.D.1., change "Ten days...." to read "Twenty-five days..."

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-

inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 Arbitration

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 Arbitration

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

END OF SECTION

File Attachments for Item:

14. City Council Resolution No. 2020-113 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Union Employment Agreement with Local No. 2288 of the International Association of Firefighters, AFL-CIO.

CITY COUNCIL RESOLUTION NO. 2020-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A UNION EMPLOYMENT AGREEMENT WITH LOCAL NO. 2288 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO.

WHEREAS, pursuant to and in accordance with the negotiations for a union employment agreement relating to the Lake City Firefighters who are members of Local No. 2288 of the International association of Firefighters, AFL-CIO (“IAFF”), the City of Lake City, Florida (hereinafter “City”) and the IAFF have negotiated a union employment agreement (the “Agreement”), a copy of which is attached as “Exhibit A”; and

WHEREAS, the agreement is subject to such changes, modifications, or amendments required and authorized by Section 3 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 incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to execute the Agreement with IAFF.

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. The Mayor is authorized and directed to execute and deliver the Agreement 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. Execution by the Mayor and IAFF shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions and additions.

(Remainder of page intentionally left blank. Signature page to follow.)

PASSED AND ADOPTED at a meeting of the City Council this ____ day of
October, 2020.

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

EXHIBIT A

AGREEMENT

THIS AGREEMENT, made and entered into effective October 1, 2020, between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, hereinafter "the City", and LOCAL NO. 2288 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter referred to as "the Union".

ARTICLE 1

PREAMBLE

The parties enter into this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties; to provide an orderly and peaceful means of resolving any misunderstanding or difference which may arise; and to establish rates of pay, hours, and terms and conditions of employment. No individual arrangement that is contrary to the terms of this Agreement shall be enforceable. The City is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general wellbeing of the public. Therefore, both parties recognize the need for continuous and reliable service to the public.

ARTICLE 2

RECOGNITION

Section 1. The City recognizes the Union as the exclusive bargaining agent for those employees of the City as certified by the Public Employees Relations Commission as the appropriate unit in PERC Certification No. 124, as amended.

Section 2. Probationary Employees. All firefighters will be subject to the conditions as specified in the Personnel Manual, Chapter 8.

ARTICLE 3

UNION SECURITY AND CHECK-OFF

Section 1. The City agrees to deduct, once each pay period, dues and assessments from the first and second paychecks of each month only in an amount certified in writing by the Treasurer of the Union from the pay of those employees who individually request, in writing to the City that such deductions be made. The total amount of deductions shall be remitted, each pay period, by the City directly to the Union's checking account. Changes in deductions or checking account will be similarly certified to the City in writing at least thirty (30) calendar days before the effective date of such change. A firefighter may notify the City in writing to discontinue his/her individual deductions, and the City shall, within thirty (30) calendar days thereafter, discontinue deductions of said firefighter's dues.

Section 2. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City at the request of the Union under the provisions of this Article.

ARTICLE 4

NON-DISCRIMINATION

No employee covered by this Agreement shall be discharged or discriminated against because of membership or non-membership in the Union. Neither the Union, its members, nor the City shall directly or indirectly, by intimidation or coercion, compel or attempt to compel any employees of the City to join or refrain in joining the Union.

ARTICLE 5

UNION BUSINESS

Section 1. Union members may, in the sole discretion of Fire Chief, be granted time off up to a maximum of three (3) consecutive regular shifts in any one instance by the Fire Chief or his/her designee to attend to Union business without loss of straight time pay or benefits by using pool time or a Union member's own annual leave, provided:

- a. A written request for use of Union pool time is submitted to the Chief or his/her designee in advance of time off. It is further provided, however, that seven (7) calendar days' notice must be given in order to use pool time to attend meetings.
- b. The Fire Chief or his/her designee shall have the right to restrict the number of persons off for Union time or to revoke previously authorized Union time when an emergency condition exists or such time off from regular assignments would create a clear and present danger to public safety. Requests may be denied if sufficient personnel are not available as determined by the Fire Chief or his/her designee, which may include denial if all three (3) vacation slots are in use.

Section 2. It shall be the Union's responsibility to supply to the City a Union Time Pool Authorization form which includes the name of the employee and the hours of vacation time donated by the employee to the pool. The form must be signed by the employee donating time. Time donation shall be in increments of not less than three (3) hours nor more than forty-eight (48) hours. Time Pool hours may be drawn upon at the discretion of the Union President or Executive Board members in increments of one (1) hour.

Section 3. A record of all time donated and drawn against the above pool shall be kept by the Fire Department and the Union. The Union shall indemnify, defend, and hold the City harmless against any and all claims made and against any suits instituted

against the City on account of the City complying with any of the provisions of this Article. It is the intention of the City and the Union that this concept be operated at no cost to the City. If costs are incurred, the Union shall reimburse the City.

Section 4. The Union may, in the Fire Department lounge, schedule meetings pertinent to business of those members of the unit, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department, and provided that prior notice is given the Fire Chief.

Section 5. Union representatives may elect one (1) steward per regular shift. The Union shall furnish the steward's name to the City Manager and Fire Chief. The Union shall keep the list of stewards current at all times. If a steward's name is not listed, he/she will not be granted time away from his/her job. Stewards will be permitted reasonable time to process grievances subject to the terms of this Agreement.

ARTICLE 6

PREVAILING RIGHTS

Section 1. The City agrees that all privileges, benefits, and rights presently enjoyed by the employees in the bargaining unit, as set forth in the Lake City Fire Department General Rules and Regulations, are hereby protected and will not be discontinued or changed, except by official action of the City Manager, after a minimum of five (5) days' notice to the Union. This is not a waiver of the Union's right to bargain over the impact of such change.

ARTICLE 7

UNION BULLETIN BOARDS

Section 1. The City will allow the Union partial use of bulletin board space in each station (up to ten square feet).

Section 2. The Union may have a bulletin posted on its space by submitting signed copies of the bulletin in duplicate to the Fire Chief for approval. Approval may not be withheld if the bulletin includes official Union business, including, but not limited to, notices of Union elections, appointments and results of Union elections, and notices of Union meetings.

Section 3. Except during Union meetings, there shall be no other general distribution or posting by employees of pamphlets, advertising on political matters, notices, or any kind of Union literature upon City premises other than as herein provided. Provided however, it shall not be a violation of this Section for any employee to read any kind of Union literature while on the premises during off-duty hours.

ARTICLE 8

MANAGEMENT SECURITY

Section 1. There shall be no strikes, work stoppages, slowdown, or concerted failure or refusal to perform assigned work by the employees or the Union and there shall be no lockouts by the City for the duration of this Agreement. The Union supports the City fully in maintaining normal operation. "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees, including concerted sick call, from the full and faithful performance of the duties of employment within the City for purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the City, the concerted failure to report for work after the expiration of a collective bargaining agreement, regardless of whether it is alleged the City has committed an unfair labor practice. The Union will not authorize, approve, finance, aid, ratify, or condone any strike, boycott, slowdown, or an interference with the City's operations, and the Union will take immediate steps to end and prevent continuation of any work stoppages, strikes, slowdowns, or suspensions of work. The Union agrees to expel from its membership any employee who violates this Article. (Florida Statutes §447.505)

Section 2. Any employee who participates in or promotes a strike, work stoppage, slowdown, or concerted failure or refusal to perform assigned work,

regardless of which employee organization is conducting the strike, may be disciplined or discharged by the City Manager or his/her authorized delegate. The City Manager may utilize selective disciplinary actions for certain employees, whom the City Manager or his/her delegates, in their sole discretion, determine to be principally at fault for violating this Article. Allowing employees to work or return to work shall not be considered condonation of their activity in violation of this Article.

Furthermore, the City shall have the right to:

- a. Refuse to bargain until the violations cease, terminate certain Articles of the Agreement, or any of them, or any part or paragraph of them, the remaining provisions of this agreement to remain in full force and effect unless the City desires to terminate the same;
- b. Make such changes in the wages, hours, and conditions of work that the City may desire, without notifying the Union in regard thereto or negotiating in regard to such changes;
- c. Obtain an injunction in the State court, restraining employees and/or the Union from striking or any other violations of this clause, without removal of the Complaint to Federal Court; or
- d. Hold the Union liable for damages resulting therefrom, compensatory and punitive, including costs of suit, attorney's fees for litigation and negotiations, settlements, security costs, and other costs directly or indirectly attributable to the Union's role in such violation;
- e. Declare this Agreement, in its entirety, null and void and may lawfully withdraw recognition of the Union.

Provided, however, the City shall not be entitled to any relief against the Union under this Section where employees strike without support of the Union.

Section 3. The City may exercise, at its discretion, all or any of the above rights, as well as any other legal right it is entitled to. The City is not required to

exhaust the contractual remedies provided in this Section prior to seeking judicial relief.

Section 4. Employees covered by this Agreement shall cross picket lines established by employee organizations to perform the employees' assigned duties. Failure to do so is cause for termination.

ARTICLE 9

SAVING CLAUSE

If any Article, Section, or provision of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles, Sections and provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon any such judicial determination, the City and the Union shall promptly negotiate and endeavor to reach an agreement upon a substitute for the provisions found to be invalid.

ARTICLE 10

MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the City to operate and manage its municipal government in all respects in accordance with its public responsibilities. The City retains all the rights and duties including, but not limited to, the following:

- a. to manage and direct the employees of the City;
- b. to hire, promote, transfer, schedule, assign, and retain employees in positions within the City;
- c. to suspend, demote, discharge or take other disciplinary action against employees for just cause;
- d. to relieve employees from duties because of lack of work or other legitimate reasons;
- e. to maintain the efficiency of the operations of the City;
- f. to determine the methods, means, and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work;
- g. organization of the City government;
- h. the number of employees to be employed by the City;
- i. the number, types, and grades of positions assigned to an organizational unit, department, or project.

Section 2. The City has sole authority to determine its purpose and mission, and the amount of the budget to be adopted by the City Council.

Section 3. If, in the sole discretion of the City Council or City Manager, it is determined that civil emergency conditions exist, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement, with the exception

of economic benefits, may be suspended by the City Manager during the time of the declared emergency.

Section 4. Generally, the duties of the fire department's personnel shall continue to be the same as those now performed by said personnel, except as may be modified by the Fire Chief to meet improved standards of service in said department.

ARTICLE 11

HEALTH AND SAFETY

Section 1. The Union shall have the right to name a person from the Fire Department to serve as the Department's representative on the City Safety Committee.

Section 2. The City shall pay all appropriate costs consistent with, but not covered under, the current Florida Workers Compensation law associated with HIV, AIDS, Tuberculosis, Hepatitis A, Hepatitis B and Hepatitis C contracted by firefighters covered by this Agreement.

Section 3. The City shall conduct medical screening on all employees annually in accordance with NFPA 1583. This medical screen shall include testing for Tuberculosis, Hepatitis A, Hepatitis B and Hepatitis C, along with any other testing required by state legislation or retirement system.

Section 4. The City shall be responsible for testing of any firefighter who may have come in contact with any person with an infectious or communicable disease. The City shall also be responsible for any medical cost incurred as a result of an on-duty infection.

Section 5. Firefighters must notify the Fire Department of any medical condition or prescribed medication they are taking which may adversely affect their ability to perform the job.

Section 6. A written exposure control plan (plan will define what to do if an exposure occurs) will be developed, or the City will provide a written exposure control plan to accompany this Agreement. Each employee will be provided with and utilize all

personal protective equipment as required for infectious disease exposure which meets or exceeds the minimum standards established by the State Department of Labor for the prevention of infectious diseases. Likewise, the City and the employee, whenever practical, will follow the required prophylactic procedures established with regard to any employee who is exposed to blood or other body fluids. The City will provide training as required in infectious disease prevention, mitigation and exposure control.

ARTICLE 12

LABOR-MANAGEMENT COMMITTEE

Section 1. There shall be a Labor-Management Committee consisting of two (2) Union representatives and two (2) City representatives. The committee shall meet on request of either party to discuss matters of mutual concern. The committee shall have authority to make recommendations to the Union or the City.

ARTICLE 13

HOURS OF WORK

Section 1. As the City may direct, each member of the unit shall be on duty at the fire station a minimum of 312 hours out of every 42 consecutive calendar days. Each regular shift is defined as a 24 consecutive hour assignment, with no more than two regular shifts during any consecutive 72-hour period. Provided, however, the maximum normal hours of work during any City fiscal year shall not exceed 2,704 hours.

Section 2. All hours worked as directed by the City in excess of the foregoing shall be considered as overtime hours.

Section 3. In the event the above-defined normal hours of work result in overtime liability to the City, as defined by any Federal or State laws, the Union agrees to immediately re-negotiate said hours of work with the City so that overtime pay will not be required for normal hours of work.

Section 4. The City shall continue to allow firefighters to swap time subject to the following limitations:

- a. A firefighter is prohibiting from swapping his/her shift if the shift would thereby be left with less than four years of experience at the officer position; and
- b. Consistent with the Fair Labor Standards Act, the Fire Chief or his/her designee must be notified and approve of the shift or time swap in advance.

Section 5. The twenty-four (24) hour regular shift with forty - eight (48) hours off schedule now in effect shall continue.

Section 6. The current beginning and ending hours (0800 to 0800) for the twenty-four (24) hour regular shift shall not be changed without negotiations between the City and Union.

Section 7. K-days shall remain in place and maintained.

Section 8. Pay periods: There are twenty-six (26) pay periods per year, with paying being distributed on alternating Fridays. Pay periods end on Sunday at 11:59 p.m. preceding the Friday payday. Records of time worked will be kept on the Department time sheets, which shall be maintained in the Payroll Department.

Section 9. Calculations:

- a. Regular pay: bi-weekly earnings shall be calculated by multiplying 104 hours by the firefighter's hourly rate.
- b. Overtime: Overtime shall be paid for hours worked in excess of regularly scheduled hours and shall be calculated by multiplying the firefighter's hourly rate by 1.5. Overtime shall be paid according to the Fair Labor Standards Act.

Section 10. Meal Periods: Personnel may be able to travel in the Fire Department vehicle (including engine, ladder, or squad) to and from the grocery store or restaurant located inside their respective district to pick up a meal so long as at least one firefighter remains in the vehicle at all times. The Employee shall remain in service at all times and properly park his/her vehicle in a designated parking space. Trucks must be parked in a way not to attract unnecessary attention.

ARTICLE 14

WAGES AND CLASSIFICATIONS

Section 1. Effective October 1, 2020, employees will receive annual salaries based on the following pay grades:

Firefighter Grade 10

Driver/Engineer Grade 12

Lieutenant Grade 14

Section 2. New hires will be brought in at the step in the applicable grade which the Fire Chief determines in his/her discretion is appropriate given the individual's prior experience and qualifications. Those promoted to Driver/Engineer will be raised to the salary of the step in the grade of the new position which is closest to the salary of the step in the employee's prior grade which is three steps above the step in which the employee had been slotted immediately before the promotion. Those promoted from Driver/Engineer to Lieutenant will be slotted in the pay grade closest to the salary of the step in the employee's prior pay grade which is six steps above the employee's prior pay.

A firefighter employed in the lowest step of Grade 10 will advance as follows:

- a. to the next step after three (3) years' continuous employment with the City, and
- b. to the next higher step after that after six (6) years' continuous service in position.

After promotion to Driver/Engineer, a Driver/Engineer will advance as follows:

- a. to the next higher step in Grade 12 after the first three (3) continuous years' service as a Driver/Engineer, and
- b. to the next higher step after that after six (6) years' continuous service in position.

The foregoing step increases are contingent on the employee having logged and maintained at least two hundred forty (240) hours of creditable training in each year of service.

Section 3. Except as provided in Section 6 below, firefighters shall be paid an annual supplement for each certification he/she or she holds in the amounts indicated and not to exceed the total number of personnel indicated.

SCHEDULE OF CERTIFICATIONS and ADDITIONAL PAY

Certificate/Additional Pay	Total Personnel	Annual Supplement Amount
EMT	11	\$1400.00
EMT Paramedic	10	12 %
Hazmat Technician	21	3%
Pump Operator	12	3%
Inspector	3	3%
Life Safety Educator	3	3%
Fire Investigator	3	3%

Section 4. Driver Engineers and Lieutenants are not eligible for the Pump Operator additional pay.

Section 5. Firefighters and Driver Engineers are not eligible for the Inspector additional pay.

Section 6. Those hired on or after October 1, 2017 will not receive additional pay for EMT certification.

Section 7. Special Merit Salary Adjustments: Based upon annual performance reports and recommendation from the Fire Chief, the City may authorize a special merit increase, or bonus award to anyone who demonstrates exceptional performance, leadership, initiative or bravery in the performance of his/her assigned duties.

Section 8. Effective October 1, 2020, the annual salaries are set forth on the attached Schedule A.

ARTICLE 15

OVERTIME, CALL BACK AND WORKING OUT OF CLASSIFICATION

Section 1. Any overtime work shall be distributed (as equally as possible) among all employees of the unit and the City shall pay any such employees detailed to such overtime work at one and one-half (1-1/2) times their regular hourly rate. The regular hourly rate of each such employee shall be computed by dividing 2,704 hours into his/her annual salary.

Section 2. Any member of the unit called back from off duty shall be paid a minimum of two (2) hours pay for each call back. All pay thereafter shall be adjusted to the nearest half hour. The hours paid, but not worked, under this Section shall not be added to the employee's total hours under Article 10 in computing overtime.

Section 3. Any member of the unit designated by the City to fill a vacancy on a temporary basis in a higher classification shall be paid the rate of pay of said classification for that period of work as follows: after four (4) consecutive weeks of work in said higher classification job, the employee shall be paid at the higher rate of pay prospectively. No employee shall be returned to his/her previous position to escape the application of this Section except where the higher classification position is temporarily vacant because of the permanent employee's sick leave or vacation.

Where no shift Officer is on duty, the City shall appoint a firefighter on the current Lieutenant eligibility list on the shift, if any, to serve as Lieutenant for that shift. In the absence of such an employee being available, the most senior firefighter on the shift shall so serve. For cause, the Chief may designate another person to serve. If a firefighter serves as Lieutenant on a temporary basis, he/she shall receive an

additional fifty dollars (\$50.00) per shift if the temporary assignment is not the result of a shift swap.

ARTICLE 16

PROBATIONARY PERIOD

Each new employee shall remain on probation until successfully passing a firefighter examination, which examination shall be prepared and administered by the Fire Chief or his/her designee. The firefighter examination shall be administered after one (1) year of employment and if the employee does not score over 70% correct answers, he/she shall be dismissed absent extenuating circumstances such as accommodation for a learning disability. The subjects to be covered on the Firefighter examination shall be posted on the bulletin board in the fire department at least thirty (30) calendar days prior to the date of the examination. Furthermore, the provisions of SOG #100.22 effective October 1, 2020 shall be incorporated into this Agreement.

ARTICLE 17

PROMOTION TO DRIVER ENGINEER

Section 1. To be eligible for consideration for promotion and to participate in the promotional process, the City must certify that the position is open, and an employee's name must be placed on the Driver-Engineer's eligibility list.

Section 2. To be eligible to participate in the Driver-Engineer's eligibility list, an employee shall pass a Driver-Engineer's examination. In order to take the examination, the employee must possess the following qualifications:

- a. Three (3) years of service as a certified firefighter, with a minimum of twenty (24) months in the Lake City Fire Department. Beyond twenty-four (24) months in the Lake City Fire Department will be credited as (1) month for each two (2) months in another career Fire Department,
- b. Have successfully completed two 40 hour classes related to the fire service by a credited institution, or two 3 credit hour classes that are required for an Associate's Degree or higher in Fire Science or Fire Service Management within the 24 months prior to the Driver-Engineers examination, or have an Associate's Degree or higher in Fire Science or Fire Service Management,
- c. Be certified by the State of Florida as a pump operator, and
- d. Within the immediately preceding twelve (12) month period, have logged and maintained at least two hundred forty (240) hours of creditable training.

Section 3. All employees eligible for consideration for promotion to the rank of Driver-Engineer shall thereafter participate in the below-described promotional exams administered by the City, and promotion shall be made according to the below-described procedure with weights being assigned as indicated:

a. Written Examination - 55%

The test shall be graded on a score of from 0% to 100%. Source material from which the Driver-Engineer examination questions are to be drawn shall consist of:

1. City, County Street and roads including hydrant locations
2. Fire department sprinkler and standpipe connections
3. Equipment carried on apparatus
4. Latest edition of the Pumping Apparatus course material the Florida State Fire College has adopted

The City shall furnish copies of the above-referenced material at the candidate's request.

b. Practical Examination - 45%

The practical examination shall be administered by a three member board composed of appointees of the Fire Chief. The board shall give a minimum score of 0% to a maximum of 100%. The test shall include:

1. Demonstration of driving skills based upon practical evaluations from the IFSTA pumping apparatus book.
2. Evaluation with the apparatus at a water supply, consisting of putting the pump into operations and setting proper pressures with different lines.

c. Seniority Points

Each person shall have added to their combined scores of written and oral, one-half point for each year, or major portion thereof, of continuous service to the Department up to twenty (20) years maximum.

Section 4. All segments of the promotional procedure shall be separate from each other, and no member of the practical evaluation board shall know the previously attained score of any candidate.

Section 5. All candidates scoring 70% or more on the combination of written examination and seniority scores and oral practical examination, or the top five (5) of those, whichever is less, shall comprise the eligibility lists.

Section 6. Promotions will be made from the Driver-Engineer eligibility list, from the top three (3) that appear at the time of the promotion, except as herein provided.

Section 7. If at any time the Fire Chief determines a Driver-Engineer's position becomes or may soon become vacant, and no one is eligible to be promoted, the City shall administer the appropriate test during a set time frame once that year and establish a new eligibility list.

Section 8. If the Fire Chief decides to administer an eligibility test to fill a vacancy or potential vacancy, the test shall be given after thirty (30) calendar days' posted notice. The eligibility of all persons on the then current list will expire one (1) year after the eligibility test is given and the results posted.

Section 9. If the test is given again before one (1) year is up from the last test, those already on the eligibility list may retake the examination. If so, then under these circumstances, the higher score of that examination or the previous shall stand. However, the results that are posted one (1) year after the previous test shall be the only results posted or considered for eligibility.

ARTICLE 18

PROMOTION TO LIEUTENANT

Section 1. Promotions in the Department shall be made by the Fire Chief with approval of the City Manager from within the Department.

Section 2. To be eligible to participate in the Lieutenant's eligibility examination, the employee must:

- a. Have 5 years uninterrupted service with the Department. Also be a current driver and/or Firefighter First Class have passed the Driver/Engineer promotion test, and meet the promotional requirements of Driver/Engineer except for the exam, and
- b. Have successfully completed two 40 hour classes related to the fire service by a credited institution, or two 3 credit hour classes that are required for an Associate's Degree or higher in Fire Science or Fire Service Management within the 24 months prior to the Lieutenant's examination, or have an Associates Degree or higher in Fire Science or Fire Service Management,
- c. Be certified as a Fire Officer 1 or obtain Fire Officer 1 during probationary period, and
- d. Within the immediately preceding twelve (12) month period, have logged and maintained at least two hundred forty (240) hours of creditable training.

Section 3. All employees eligible for consideration for promotion to the rank of Lieutenant shall participate in the below-described promotional exams administered by the City, and promotion shall be made according to the below-described procedure with weights being assigned as indicated:

- a. Written Examination - 55%

Source material from which the Lieutenants examination questions are to be drawn shall consist of:

1. Latest edition of the Company Officer course material the Florida State Fire College has adopted

2. Latest edition of the Fire Cause and Determination course material the Florida State Fire College has adopted
3. Latest edition of the Pumping Apparatus course material the Florida State Fire College has adopted
4. 4. Latest edition of the Essentials course material the Florida State Fire College has adopted)

The City shall furnish copies of the above-referenced material at the candidate's request.

b. Oral Examination - 45%

By a three member board composed of appointees of the Fire Chief, the board, for Lieutenants, shall give the minimum score of 60% to a maximum of 100%.

1. Fire Operations
2. Hazardous Material Operations
3. A training session

c. Seniority Points

Each person shall have added to their combined scores of written and oral, one-half point for each year, or major portion thereof, of continuous service to the Department up to a twenty (20) year maximum.

Section 4. All segments of the promotional procedure shall be separate from each other, the employee taking the exam must receive a score of 70% on the written portion of the exam in order to participate in the oral portion of the exam. No member of the oral evaluation board shall know the previously attained score of any candidate.

Section 5. All candidates scoring 70% or more on the combination of written examination, oral examination, and seniority scores, or the top five (5) of these, whichever is less, shall comprise the Lieutenants eligibility lists.

Section 6. Promotions will be made from the Lieutenant's eligibility list, from the top three (3) that appear at the time of the promotion.

Section 7. If the Fire Chief determines that a Lieutenant's position becomes or soon may become vacant, and no one is eligible to be promoted, the City shall administer the appropriate test during a set time frame once that year and establish a new eligibility list.

Section 8. If the Fire Chief decides to administer an eligibility test to fill a vacancy or potential vacancy, the test shall be given after thirty (30) calendar days' posted notice. The eligibility of all persons on the then current list will expire one (1) year after the eligibility test is given and the results posted.

Section 9. If the test is given again before one (1) year is up from the last test those already on the eligibility list may retake the examination. If so, then under these circumstances, the higher score of that examination or the previous shall stand. However, the results that are posted one (1) year after the previous test shall be the only results posted or considered for eligibility.

ARTICLE 19

CLOTHING ALLOWANCE

Section 1. All uniforms, protective clothing, or protective devices required of firefighters in the performance of their duties, shall be furnished without cost to them by the City, specifically the following:

- a. Two blue (firefighter) or two gray (officer) Lake City Fire Department t-shirts
- b. Two Lake City Fire Department polo shirts
- c. Two pairs of duty pants
- d. One pair of duty shorts

Section 2. Each firefighter shall receive \$50.00 per month for clothing maintenance, payable each month at the second payroll.

Section 3. In addition to protective clothing and devices being supplied, all firefighters shall receive one (1) pair of black shoes per year, furnished by the City; provided said cost shall not exceed \$90.00 per pair, per year, to the City. These shall be furnished annually. Policies pertaining to the acquisition of the shoes shall be the same as those for other City employees. This includes the selection of the make and the model by the City.

Section 4. In consideration of the foregoing, employees agree to (1) wear or use said uniforms and shoes and protective devices only for official City business; (2) maintain, clean, and repair, to the extent possible, on a regular basis, said uniforms, protective devices, and shoes. Any employee in violation of these provisions shall be subject to appropriate discipline as determined by the City.

ARTICLE 20

INJURY IN LINE OF DUTY

Any employee who sustains a job-connected injury that is compensable under the Worker's Compensation Law shall be carried in full pay status for a period not to exceed seven (7) calendar days; without being required to use sick leave. If the employee receives Worker's Compensation salary loss benefits for this period of leave with pay, the employee shall reimburse the City the amount of the benefits. Such reimbursement shall not include payments for medical, surgical, hospital, nursing, or related expenses, or lump-sum or scheduled payments or disability losses.

ARTICLE 21

VACATION, LEAVES, AND HOLIDAYS

Section 1. Vacation time is intended to benefit the employee, and employees are encouraged to take vacations in the year in which it is earned. However, the Fire Chief shall determine whether a vacation request is approved, considering operational requirements and minimization of overtime.

Seniority, within the various departments, shall apply in case of conflict, insofar as scheduling is concerned.

Vacations will be scheduled so as to meet the operation requirements of the City, and, insofar as possible, the preference of employees. The City will attempt to have sufficient manpower so that vacations may be reasonably available.

The City's vacation and leave policy, based on years of service, as it now exists for general employees, shall apply to employees in this unit. Firefighters accrue annual leave at the following rate based upon a 52 hour work week as follows:

Less than one (1) year of service	3.90 hours
One (1) to five (5) years of service	6.76 hours
Five (5) to ten (10) years of service	8.06 hours
Over ten (10) years of service	10.4 hours

and may accumulate up to 320 hours.

Section 2. Holidays as established by the City Council for City's general employees shall be paid holidays also for employees under this contract. There shall be a minimum of twelve (12) holidays listed below so designated for employees under this contract, plus any other days that the City Council may so designate as holidays for its general employees. All employees in the unit shall receive ten (10) hours' straight pay

for each holiday, except for those employees working the full holiday shift who shall be paid an additional fourteen (14) hours' straight pay.

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Section 3. Firefighters may also use up to ninety six (96) hours from their sick leave accrual for personal leave.

Section 4. Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment. Continuous service shall be broken by only resignation, discharge or retirement. Firefighters with the same employment date shall be assigned to the seniority list in order of their rank, with the higher rank having more seniority; if the firefighters are of the same rank, their seniority will be the same.

Section 5. The firefighter working the holiday shift due to a swap shall receive an additional fourteen (14) hours' holiday pay; the firefighter off work due to a swap shall receive only the ten (10) hours' holiday pay.

ARTICLE 22

MILITARY LEAVE

Current City policy in regard to military leave shall apply to employees in this bargaining unit and shall comply with all applicable military leave law.

ARTICLE 23

INSURANCE AND SICK LEAVE

Section 1. The City shall maintain health and life insurance on its employees, with substantially the same coverage as is now provided. The City reserves the right to obtain substantially the same coverage from another carrier, in the event of a premium increase from its present carrier. Provided, the City shall not be required to pay more in premiums for employees' health and life insurance than what it is now paying.

Employees who desire employee/family or employee/spouse coverage may purchase the same by paying the City the rate for such coverage the City charges its general employees. Employees who elect individual coverage shall pay to the City twenty five percent (25%) of the cost of such coverage under the City's mid-level plan, or such other sums as the City may, from time to time, charge its general employees for said coverage, whichever is greater.

Section 2. The City's sick leave policy, as now exists for general employees, shall apply to employees in this unit; except the rate of accrual for sick leave shall be five (5) hours per pay period. All firefighters who take time off for sick leave will be charged accrued leave hour for hour. The following apply:

(a) Medical Certification: After two (2) consecutive shifts of absence, the firefighter shall submit to the department head a medical certification from a physician before additional use of sick leave will be authorized for the firefighter. If the firefighter continues to be absent, the City can require further medical certification for each ten (10) regular shifts of used sick leave. Such medical certification must state the

firefighter is unable to perform the regularly assigned duties if sick leave is to be authorized by the City.

(b) Abuse of Sick Leave: Sick leave benefits are intended solely to provide income protection in the event of an illness or injury and may not be used for any other absence other than allowed in this Agreement. If it is suspected that a firefighter is abusing sick leave policies, the firefighter shall be subject to the investigation notification and due process of the firefighter bill of rights and the City's disciplinary procedures.

(c) Sick Leave Incentives: Annually, during the first week of December, firefighters having a sick leave account balance of sixty (60) hours or more may request payment of up to twenty-four (24) hours of available sick leave. All firefighters may use up to ninety six (96) hours of sick leave during the budget year as personal leave which may be taken in 12 or 24 hour increments only. See Article 21, Section 3, above.

(d) Payment of Unused Sick Leave: Unused sick leave will be paid upon the firefighters separation from the City, but will not exceed twenty-five percent (25%) of the total accrued sick leave and shall not be more than five hundred (500) sick leave hours.

Section 3. Sick Leave Bank:

(a) The City's employee sick leave bank has been established for the purpose of providing personal sick leave with pay for City employees during extended periods due to illness, accident or injury not otherwise compensated by the City. Firefighters of the department will enjoy this benefit.

(b) The sick leave bank shall be administered by the City Manager, Assistant City Manager and HR Director.

(c) All firefighters who have been employed full-time for at least one (1) year and who have available sixty-four (64) hours of unused sick leave are eligible to join the sick leave bank by requesting voluntary enrollment and contributing eight (8) hours of sick leave to the bank.

(d) The sick leave bank shall be activated when a minimum of forty-five (45) leave days have been deposited. All participating firefighters shall be required to contribute eight (8) additional hours to the pool each time the sick leave bank is depleted below thirty (30) days.

ARTICLE 24

FUNERAL BEREAVEMENT LEAVE

Section 1. A maximum of three (3) working days regular shifts (consecutive) with pay will be granted a full-time employee when an immediate family member death occurs. Immediate family members are husband, wife, father, mother, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. The leave must be approved by the department director.

Section 2. One (1) regular shift of bereavement leave will be permitted for relatives who are not within the immediate family. This privilege will only be allowed two (2) times during any 12-month period, and the leave day must be used to attend the funeral. Family relatives are aunt, uncle, niece, nephew and first cousin. The leave must be approved by the department director.

ARTICLE 25

PHYSICAL EXAMINATIONS AND DRUG TESTING POLICY

Section 1. The City may, at its expense, require members of the fire department to submit to a physical. The result shall be forwarded to the City and the firefighter.

The Union agrees that the City may consult with the Union and a physician in establishing appropriate fitness levels that reflect the employee's assigned functions and employment activities. This is intended to help reduce possible occupational injuries and illnesses. Thereafter, the City may initiate a physical fitness program which will enable employees to develop and maintain the appropriate level of fitness to perform their primary assigned function.

Section 2. This Agreement adopts and incorporates the City's Substance Abuse and Drug Free Workplace Policy that is currently contained in Section 3.04 of the City's Personnel Policies, which were revised effective October 1, 2014; provided, appeals in Section J.4. of the Policy shall be taken through Article 26 of this Agreement.

Section 3. This Agreement adopts and incorporates the City's Tobacco Free Policy effective January 1, 2015.

ARTICLE 26

GRIEVANCE EMPLOYEE COMPLAINT PROCEDURE AND ARBITRATION
EMPLOYEE COMPLAINT PROCEDURE

Section 1. In a mutual effort to provide harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties.

Section 2. A grievance is a claim by a non-probationary employee that the City has violated a term or Section of this Agreement.

Section 3. Grievances shall be settled in the following manner:

If any employee, regardless of membership or non-membership in the Union wishes to present and settle a grievance, it is understood and agreed that he/she has the right to present such grievances as set forth below and attempt to have such grievance adjusted.

The grievance shall be presented on the City's Complaint Form and contain:

- a. A statement of the grievance and the facts upon which it is based;
- b. The Section of the Agreement alleged violated;
- c. The action, remedy, or adjustment requested;
- d. The signature of the aggrieved employee, and, if requested by the employee, Union representative, and the date of the grievance.

Section 4. Grievances shall be processed as follows:

STEP 1 SUPERVISOR LEVEL - Any employee having a complaint may, within seven (7) calendar days following any incident, discuss the situation informally with the immediate supervisor. If the matter is not resolved, the employee may submit to the supervisor a Complaint Form setting forth the information outlined in section 3 above. The form must be completed and submitted to the

supervisor within fourteen (14) calendar days of the incident giving rise to the complaint. The supervisor shall meet with the employee and provide a written decision to the employee within seven (7) calendar days following receipt of the formal complaint form.

STEP 2 DEPARTMENT DIRECTOR LEVEL - If the complaint cannot be resolved at the supervisor level, the employee may appeal the complaint to the Department Director. The Step 2 appeal must be initiated by the employee by signature on the complaint form within five (5) calendar days of the supervisor's decision. The supervisor will forward the original complaint form including his/her reply to the Department Director within five (5) calendar days following receipt of the employee's notice of Step 2 appeal. The Department Director shall meet with the employee and provide a written decision to the employee within seven (7) calendar days following receipt of the appeal. Department Directors shall inform the City Manager of complaints that reach the Department Director level.

STEP 3 CITY MANAGER LEVEL - If the complaint is not resolved by the Department Director, the employee may appeal the complaint to the City Manager. The Step 3 appeal must be initiated by the employee by signature on the complaint form within five (5) calendar days of the Department Director's decision. The Department Director will forward the original complaint form and their reply to the City Manager within five (5) calendar days following the employee's notice of Step 3 appeal. The City Manager may:

- e. Meet with the employee, if the employee desires to discuss the complaint.
- f. Consider the complaint based solely on the written content.

The City Manager shall communicate a written decision to the employee within ten (10) calendar days following a meeting with the employee, or reviewing the written complaint based on content, whichever is later. Such decision shall be the City's final decision on the grievance, subject to further appeal under section 5 below.

Section 5. If a grievance, as defined in this Article, has not been satisfactorily resolved within the above Employee Complaint Procedure, the grievant may request arbitration in writing to the City Manager, or in the City Manager's absence, the City Manager's authorized representative, no later than seven (7) calendar days after the

date of the response from the City Manager under this Employee Complaint Procedure. Oral and written reprimands may not be challenged through arbitration, except that the propriety of such discipline may be challenged in an arbitration challenging more severe discipline or discharge if the City claims that the oral or written reprimand or reprimands was or were considered in issuing the more severe discipline.

Provided, however, where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it may be presented at Step 1 and signed by the aggrieved employees or the Union representative on their behalf.

Section 6. A grievance shall stand abandoned upon failure of the grievant or the designated Union representative to observe any of the above time limits, however, these limits may be extended upon written mutual consent by the Union and the City. The City's failure to timely respond to a grievance shall entitle the grievant to proceed to the next step of the grievance procedure as if the grievance were denied. If the employee is not satisfied with the City's resolution of the matter, he/she may proceed to arbitration, except as provided hereinafter.

Section 7. The Union representative may settle the grievance at any step of the procedure, and, upon his/her withdrawal of the grievance, or settlement of same, no further action is necessary in processing the grievance.

Section 8. No employee or group of employees may refuse to follow directions as to any matter then being grieved, pending the outcome of a grievance. Compliance with such directives will not in any way prejudice the employee's right to file a

grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

Section 9. Grievances may be processed or discussed during duty hours, provided that the time spent doing so shall not interfere with work and shall be limited to a reasonable period of time, and will not result in the payment of overtime to any employee involved. If, in the Fire Chiefs sole judgment, this Section is being abused, he/she may direct that further discussions regarding grievances be conducted off-site on the grievant's and Union representative's non-duty time.

ARBITRATION

Section 10. Only grievances which satisfy each of the following conditions are subject to arbitration hereunder:

- g. The grievance was filed in writing and processed in the manner and within the time limits prescribed in this Article;
- h. The grievance involves a claim of direct violation by the City of a Section or specific provision in the Agreement that is clearly arbitrable under the rules of interpretation applicable to public arbitration, under the laws of the State of Florida;
- i. The written grievance and the written demand for arbitration clearly identify the Section or specific provisions allegedly violated;
- j. A demand for arbitration has been made in writing within fourteen (14) calendar days from and after the City Manager's response is due in Step 2. Multiple grievances involving different claims shall not be submitted to the same arbitrator. A demand for arbitration made by an employee or the Union shall be served on the City Manager.

An arbitrator hereunder shall only have jurisdiction to determine whether or not the City or the Union or employee violated the identified contract provision in the

respect alleged in the written demand for arbitration, but he/she may consider, to the extent applicable, the entire contract in reaching such a decision.

Section 11. A demand for arbitration shall state the nature of the dispute, the remedy requested, and the specific provision, or provisions, of the contract violated. Within fifteen (15) calendar days after receipt of the demand for arbitration, the other party will give its response thereto, stating whether or not it believes the stated dispute is arbitrable.

Section 12. It is the specific agreement of the City and the Union that the arbitrator, in determining whether a grievance upon which arbitration has been demanded is arbitrable, shall:

- a. Consider as a fundamental principle that the City retains all the rights as set forth in the Management Rights Article;
- b. Consider this Agreement sets out expressly all the restrictions and obligations assumed by the respective parties, and that no implied restrictions or obligations are inherent in this Agreement, or were assumed by the parties in entering into this Agreement;
- c. Find that the grievance upon which the demand for arbitration is based is not arbitrable unless the time limits and procedures provided for in this Article have been strictly complied with, unless the parties have agreed, in writing, as provided, to waive such time limits and procedures.

Section 13. If the demand for arbitration is in proper order, then the parties shall attempt to agree upon an arbitrator. If they cannot mutually agree on an arbitrator within ten (10) calendar days following receipt of the demand for arbitration, then either party may request a panel of seven (7) names from the Federal Mediation and Conciliation Services (FMCS). The party demanding arbitration shall strike the first

name, followed by the other party striking the next name, and so forth, until one name remains. The remaining name shall be the arbitrator to hear the dispute.

The Arbitrator's decision will be rendered, in writing, and shall be final and binding on both parties. The parties will each bear the cost of preparing and conducting their own presentation, including pay for witnesses attending the hearing at their request. The party ruled against will pay the cost of arbitration, including the arbitrator's fees, hearing room, and a transcript of the proceedings for both parties.

Section 14. The arbitrator, in reaching a ruling, may not so interpret the specific provisions of this Agreement that the practical result is a modification of any of its terms, nor may he/she add to or delete from the provisions as set forth in the Agreement.

Section 15. The arbitrator, in reaching a ruling, shall have due regard for rights, responsibilities, and prerogatives of management, and shall so construe this Agreement that there will be no interference with such rights, responsibilities, and prerogatives, except as they may be expressly limited by this Agreement. But, if he/she finds he/she has no power to rule on such grievance, the matter shall be referred back to the parties, without decision or recommendation on the merits of the case. No remedy may go beyond the termination date of this Agreement, even if such rights, claims, or grievances arose during its term.

Section 16. Only sworn testimony shall be received and such exhibits that may be properly identified and authenticated, and, since the arbitrator has no contempt power, the arbitrator shall have the authority to render an award against the party who presents a witness whose testimony or variance and contradictory to prior sworn

testimony or statements of witnesses for the same party. The decisions of the arbitrator in any case shall not require a retroactive wage adjustment in any other case. It is agreed that an arbitrator's award is not a binding precedent in like or analogous situations. The powers of the arbitrator also shall be limited as follows:

- a. The arbitrator shall have no authority to rule on jurisdictional disputes between groups of employees or Unions representing groups of employees;
- b. The arbitrator shall have no power or authority to establish wage scales rates for new jobs, or, except if he/she is specifically empowered, to change any wage;
- c. In the case of a grievance arising from a discipline, the arbitrator shall not have the authority to alter or amend the discipline, but may only determine whether the employee engaged in the misconduct alleged;
- d. The arbitrator shall have only the power to rule on grievances arising under this Agreement as defined in section 3 above;
- e. The arbitrator shall have no power to arbitrate any matter that arose before the effective date of this Agreement, or after the expiration of this Agreement;
- f. The arbitrator shall promptly hear the matter and shall issue the decision within ninety (90) calendar days from the close of the arbitration.

Section 17. Notwithstanding any provision of the Agreement to the contrary, any individual employee shall have the right, at any time, to present grievances to the City and to have such grievances adjusted, without the intervention of the bargaining representative, so long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect.

ARTICLE 27

OFF DUTY HOURS/OUTSIDE EMPLOYMENT

Section 1. Employee's off duty hours shall be his/her own time to do with as s/he desires, so far as it does not discredit the City nor interfere with his/her regular duty time.

Section 2. It is understood and agreed that all employees may be called back to duty in the event of a major fire or declared disaster, and the Union agrees to use its best efforts to get said employee-members back to duty.

Section 3. A firefighter may take outside employment consistent with City policy.

Section 4. Firefighters taking outside employment will be required to file a form indicating the business location and the hours of employment and to file such form with the Personnel Office and his/her department head.

ARTICLE 28

EDUCATION AND TRAINING

Section 1. The City and the Union agree that continuing education is important. Therefore, the City will pay for a minimum of two (2) educational, vocational, technical seminars or adult training programs a year for each firefighter. The programs shall be limited to fire related courses and limited by budget constraints.

Section 2.

- a. The City agrees to pay 100% of the cost for tuition, books, and expenses and to allow the firefighter's training and education leave for any shifts that coincides with class dates.
- b. If enough money is in the education budget within three (3) months of the end of the fiscal year, firefighters will be allowed to attend more classes on a first come, first served basis. Section 2 (a) of this article allowing administration leave per extra class taken shall apply to such additional classes.

Section 3. If the class is given out of town, the City will pay all lodging cost, mileage to and from the training center, and per diem in accordance with the City's per diem rates.

Section 4. To be eligible for this program, the following criteria shall apply:

- a. The firefighter must have accumulated one (1) year or more service with the Fire Department.
- b. The program or course must be one that is related to the fire service and is needed for an Associate's degree or higher in fire science or fire service management, or is necessary to maintain eligibility for promotion.
- c. The firefighter must place a request in writing to the Fire Chief or his/her designee within 14 calendar days prior to the start of class.
- d. The Fire Chief has the sole discretion to approve the program or course which shall not be reasonably withheld, and when the

Fire Chief approves of an existing program or course as appropriate to be attended virtually, firefighters shall select such virtual program or course.

Section 5. The payment process is as follows:

- a. This payment will be made directly to the college or school sponsoring the course unless the City is prevented from doing so in which case the firefighter will be given a check to cover reimbursement of the cost.
- b. Firefighters participating in the program must show successful completion of the course. If there is a grade given for the course, successful completion will require a final grade of 70 or above.
- c. The firefighter will receive a check for travel, lodging and per diem prior to leaving for the class.
- d. If the firefighter fails the course or program, he/she shall, upon his/her own, register, attend, and pay for tuition, meals, credits and lodging for the failed course. The firefighter must register to retake the course or program the next time it is offered. Failure to do so, or to successfully complete the program or course, will result in the firefighter reimbursing the City for all expenses the City incurred related to the failed course or program.

ARTICLE 29

MISCELLANEOUS

Section 1. The City shall not furnish bed linens, and the same shall be furnished by the individual employees. The City will furnish bathing and dish towels.

Section 2. The Union shall work with the City to establish and participate in a physical fitness program. The City will also pay \$15.00 per month for a gym membership for each employee upon proof of membership to a gym that will be submitted by the 15th of each month.

Section 3. Firefighters shall receive the benefits of the City's Employee Assistance Program in effect as of October 1, 2014.

ARTICLE 30

NEGOTIATION

The Union and the City shall negotiate for new Article 14 (Wages and Classifications) and Article 23 (Insurance and Sick Leave), effective April 1, 2021, for the fiscal year beginning October 1, 2021. A party seeking to reopen the above Articles shall furnish to the other party in writing its request, by April 1, 2021, and the requested party shall respond within fifteen (15) days. Negotiations shall follow. The same procedures regarding opening of negotiations shall apply effective April 1, 2022, following, for each year thereafter, except the entire contract is negotiable April 1, 2023. Should it be mutually agreed upon between firefighters and the City, this contract may be opened for other issues.

ARTICLE 31

DURATION

This Agreement, as amended, shall become effective October 1, 2020 and shall remain in full force and effect until September 30, 2023, unless modified or changed by written agreement signed by both the City and the Union.

SCHEDULE A

Effective October 1, 2020, the following annual wages shall be paid to the following employees:

		Base Salary	Adjusted Salary (with add pays)
Bethea, Christopher	Firefighter	\$32,520.83	\$38,374.58
Boozer, Dwight	Lieutenant	\$51,028.50	\$53,959.36
Brannon, Adam	Lieutenant	\$57,433.03	\$58,833.03
Caslin, Trevor	Driver/ Engineer	\$38,037.70	\$43,743.36
Crooms, Robert	Firefighter	\$31,573.62	\$31,573.62
Dohrn, Daniel	Driver/Engineer	\$38,037.70	\$43,743.36
Edwards, Conner	Firefighter	\$31,573.62	\$32,520.83
Herndon, Matthew	Driver/Engineer	\$35,854.18	\$41,232.31
Kirkman, Michael	Firefighter	\$31,573.62	\$32,520.83
Kreienheder, Trenton	Firefighter	\$31,573.62	\$33,468.04
Lockwood, Adam	Firefighter	\$31,573.62	\$37,256.87
McNeill, Jr., Jeff	Lieutenant	\$51,028.50	\$53,959.36
Morris, Joshua	Firefighter	\$31,573.62	\$35,362.45
Oliver, Robert	Driver/Engineer	\$41,564.82	\$44,211.76
Parnell, Anthony	Firefighter	\$31,573.62	\$33,468.04
Redish, Lowell	Firefighter	\$32,520.83	\$34,896.45
Register, Levi	Firefighter	\$33,496.45	\$35,901.34
Rodriguez, Kyle	Firefighter	\$31,573.62	\$31,573.62
Sund II, Gregory	Driver/Engineer	\$41,564.82	\$44,211.76
Thomas, Austin	Driver/Engineer	\$35,854.18	\$41,232.31

File Attachments for Item:

15. City Council Resolution No. 2020-115 - A resolution of the City Council of the City of Lake City, Florida accepting a utility easement from Robert and Jane Collins for the purpose of collection and distribution of storm water from the Gwen Lake Estates area.

CITY COUNCIL RESOLUTION NO. 2020-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING A UTILITY EASEMENT FROM ROBERT AND JANE COLLINS FOR THE PURPOSE OF COLLECTION AND DISTRIBUTION OF STORM WATER FROM THE GWEN LAKE ESTATES AREA.

WHEREAS, the City of Lake City, Florida, ("City"), has identified a need for an easement to collect and distribute storm water from the Gwen Lake Estates area along the boundary line of a piece of real property identified by the Columbia County Property appraiser as Parcel ID 31-3S-17-06035-000, (hereinafter the "Property"); and

WHEREAS, Robert Collins and Jane Collins, husband and wife, (hereinafter the "Collins") are the owners of the aforementioned Property and the City has requested that the Collins grant a public utility easement to the City; and

WHEREAS, the Collins have agreed to convey a utility easement to the City and the City Council desires to accept the grant of the utility easement deed, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution; and

WHEREAS, the City Council finds that it is in the best interests of the City to accept the grant of the utility easement deed from the Collins for the purpose of collecting and distributing storm water from the Gwen Lake Estates area.

**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 the Collins, for the purpose of collecting and distributing storm water from the Gwen Lake Estates area.

PASSED AND ADOPTED a meeting of the City Council this ____ day of October 2020.

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. Main Street
Lake City, Florida 32055

This instrument prepared by:
Koberlein Law Offices
855 SW Baya Drive
Lake City, FL 32025

WARRANTY DEED FOR UTILITY EASEMENT

THIS INDENTURE, made this ____ day of _____, 2020, ROBERT F. COLLINS and JANE D. COLLINS, husband and wife, who have a mailing address of 381 NW Fern Brook Loop, Lake City, Florida 32055, herein “Grantor”, and City of Lake City, Florida, a municipal corporation organized under the laws of the State of Florida, which has a mailing address 205 N. Main Street, Lake City, Florida 32055, herein “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 providing, installing and maintaining utilities to collect and distribute storm water, 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 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' 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:

[Signature]
Witness' Signature
Thomas Henry
Print Name

[Signature]
Witness' Signature
Nikki Stawley
Print Name

By: [Signature]
Robert F. Collins, Grantor

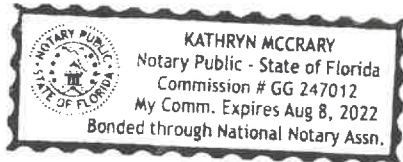
[Signature]
Witness' Signature
Thomas Henry
Print Name

[Signature]
Witness' Signature
Nikki Stawley
Print Name

By: [Signature]
Jane D. Collins, Grantor

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of October, 2020 by ROBERT F. and JANE D. COLLINS, who are personally known to me or produced ID as identification.



[Signature]
Notary Public - Signature
Kathryn McCrary
Notary Name - Printed

EASEMENT DESCRIPTION

Wednesday, August 12, 2020

FOR: Robert & Jane Collins
Tax Parcel #31-3S-17-06035-000

COMMENCE at the Northwest corner of Block 9, Unit 4, Gwen Lake Estates, a subdivision recorded in the Public Records of Columbia County, Florida and run South $01^{\circ}07'54''$ East along the West line of said Unit 4, Gwen Lake Estates, a distance of 335.72 feet; thence South $69^{\circ}05'42''$ East a distance of 65.57 feet; thence South $45^{\circ}58'49''$ East a distance of 36.30 feet; thence South $76^{\circ}51'55''$ East a distance of 52.88 feet; thence South $05^{\circ}49'43''$ East a distance of 19.66 feet; thence North $53^{\circ}03'29''$ East a distance of 43.12 feet; thence North $57^{\circ}07'55''$ East a distance of 80.65 feet to the POINT OF BEGINNING; thence continue North $57^{\circ}07'55''$ East a distance of 7.61 feet; thence South $49^{\circ}36'08''$ East a distance of 105.25 feet; thence North $76^{\circ}51'00''$ East a distance of 91.58 feet; thence South $58^{\circ}32'19''$ E a distance of 9.55 feet; thence South $35^{\circ}27'18''$ West a distance of 50.35 feet; thence South $76^{\circ}51'00''$ West a distance of 80.79 feet; thence North $49^{\circ}36'08''$ West a distance of 96.21 feet; thence North $03^{\circ}26'33''$ West a distance of 45.35 feet to the POINT OF BEGINNING. Containing 0.18 acres, more or less.

File Attachments for Item:

16. City Council Resolution No. 2020-117 - A resolution of the City Council of the City of Lake City, Florida accepting a utility easement from Jon and Shirley Bell for the purpose of collection and distribution of storm water from the Gwen Lake Estates area.

CITY COUNCIL RESOLUTION NO. 2020-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING A UTILITY EASEMENT FROM JON AND SHIRLEY BELL FOR THE PURPOSE OF COLLECTION AND DISTRIBUTION OF STORM WATER FROM THE GWEN LAKE ESTATES AREA.

WHEREAS, the City of Lake City, Florida, ("City"), has identified a need for an easement to collect and distribute storm water from the Gwen Lake Estates area along the boundary line of a piece of real property identified by the Columbia County Property appraiser as Parcel ID 31-3S-17-06042-000, (hereinafter the "Property"); and

WHEREAS, Jon Bell and Shirley Bell, husband and wife, (hereinafter the "Bells") are the owners of the aforementioned Property and the City has requested that the Bells grant a public utility easement to the City; and

WHEREAS, the Bells have agreed to convey a utility easement to the City and the City Council desires to accept the grant of the utility easement deed, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution; and

WHEREAS, the City Council finds that it is in the best interests of the City to accept the grant of the utility easement deed from the Bells for the purpose of collecting and distributing storm water from the Gwen Lake Estates area.

(Remainder of page intentionally left blank.)

**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 Jon and Shirley Bell for the purpose of collecting and distributing storm water from the Gwen Lake Estates area.

PASSED AND ADOPTED a meeting of the City Council this ____ day of October 2020.

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 Street
Lake City, Florida 32055

This instrument prepared by:
Koberlein Law Offices
855 SW Baya Drive
Lake City, FL 32025

WARRANTY DEED FOR UTILITY EASEMENT

THIS INDENTURE, made this ____ day of _____, 2020, JON H. BELL and SHIRLEY R. BELL, husband and wife, who have a mailing address of 403 NW Fern Brook Loop, Lake City, Florida 32055, herein “Grantor”, and City of Lake City, Florida, a municipal corporation organized under the laws of the State of Florida, which has a mailing address 205 N. Marion Street, Lake City, Florida 32055, herein “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 providing, installing and maintaining utilities to collect and distribute storm water, 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 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' 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.

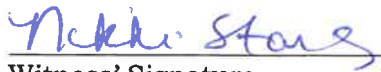
IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed under seal on the day and year aforesaid.

Signed, sealed and delivered
in the presence of:



Witness' Signature
Thomas Henry

Print Name



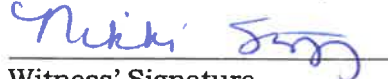
Witness' Signature
Nikki Stang

Print Name




Witness' Signature
Thomas Henry

Print Name



Witness' Signature
Nikki Stang

Print Name

By: 

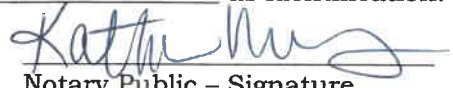
Jon H. Bell, Grantor

By: 

Shirley R. Bell, Grantor

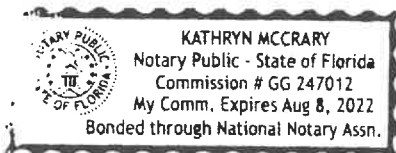
**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 14th day of October, 2020 by JON H. BELL and SHIRLEY R. BELL, who are personally known to me or produced ID as identification.



Notary Public - Signature
Kathryn McCrary

Notary Name - Printed



EASEMENT DESCRIPTION

Wednesday, August 12, 2020

For: Jon and Shirley Bell
Tax Parcel #31-3S-17-06042-000

COMMENCE at the Northwest corner of Block 9, Unit 4, Gwen Lake Estates, a subdivision recorded in the Public Records of Columbia County, Florida and run South $01^{\circ}07'54''$ East along the West line of said Unit 4, Gwen Lake Estates, a distance of 335.72 feet to the POINT OF BEGINNING; thence South $69^{\circ}05'42''$ East a distance of 65.57 feet; thence South $45^{\circ}58'49''$ East a distance of 36.30 feet; thence South $76^{\circ}51'55''$ East a distance of 52.88 feet; thence South $05^{\circ}49'43''$ East a distance of 19.66 feet; thence North $53^{\circ}03'29''$ East a distance of 43.12 feet; thence North $57^{\circ}07'55''$ East a distance of 80.65 feet; thence South $03^{\circ}26'33''$ East a distance of 45.35 feet; thence South $49^{\circ}36'08''$ East a distance of 0.52 feet; thence South $57^{\circ}07'55''$ West a distance of 57.10 feet; thence South $53^{\circ}03'29''$ West a distance of 55.24 feet; thence South $73^{\circ}14'06''$ West a distance of 49.98 feet; thence North $05^{\circ}49'43''$ West a distance of 41.84 feet; thence North $76^{\circ}51'55''$ West a distance of 35.38 feet; thence North $45^{\circ}58'49''$ West a distance of 39.17 feet; thence North $69^{\circ}05'42''$ West a distance of 41.20 feet to a point on the West line of Unit 4, Gwen Lake Estates; thence North $01^{\circ}07'54''$ West along said West line of Unit 4, Gwen Lake Estates, a distance of 43.15 feet to the POINT OF BEGINNING. Containing 0.28 acres, more or less.

File Attachments for Item:

17. City Council Resolution No. 2020-118 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with TSC-Jacobs North, Inc., for the replacement of the complete wastewater clarifier mechanism and all associated equipment located at the St. Margaret's Wastewater Treatment Facility at a price not-to-exceed \$434,895.00.

CITY COUNCIL RESOLUTION NO. 2020-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH TSC-JACOBS NORTH, INC., FOR THE REPLACEMENT OF THE COMPLETE WASTEWATER CLARIFIER MECHANISM AND ALL ASSOCIATED EQUIPMENT LOCATED AT THE ST. MARGARET'S WASTEWATER TREATMENT FACILITY AT A PRICE NOT-TO-EXCEED \$434,895.00.

WHEREAS, the City of Lake City, Florida (hereinafter "City") is in need of a seventy (70) foot diameter clarifier mechanism to replace the existing clarifier at the St. Margaret's Wastewater Treatment Facility (hereinafter "the Project"); and

WHEREAS, the City, under the authority of and in accordance with Fl. State Statute 287.057(3)(c), intends to award TSC-Jacobs North, Inc. (hereinafter "TSC") the Project through the sole source procurement mechanism; and

WHEREAS, the City's administration recommends that the Project be awarded to TSC, and that TSC be awarded the contract for the Project at a price of \$434,895.00. (the "Contract Price"); and

WHEREAS, the City Council finds that it is in the City's best interest to award the contract to TSC and to award the contract to TSC for the aforementioned Project pursuant to the terms, provisions, conditions, and requirements of the Contract attached hereto as "Exhibit A".

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 Project is awarded to TSC-Jacobs North, Inc, at the Contract Price in accordance with the referenced Agreement.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Contract 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 TSC-Jacobs North, Inc., to exceed the Contract Price. The Mayor is authorized and directed to execute and deliver the Contract 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 TSC-Jacobs North, Inc., shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

[Remainder of this page intentionally left blank]

PASSED AND ADOPTED at a meeting of the City Council this ____ day of October, 2020.

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

**CONTRACT BETWEEN CITY OF LAKE CITY, FLORIDA AND TSC-
JACOBS NORTH, INC., FOR THE PURCHASE AND INSTALLATION OF
A COMPLETE CLARIFIER MECHANISM AND ASSOCIATED
EQUIPMENT**

THIS CONTRACT made and entered into this ____ day of October, 2020, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, with a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and TSC-Jacobs North, Inc. with a principal and mailing address of 24156 SR 54, Suite 3, Lutz, Florida 33559 (herein referred to as "Contractor").

WHEREAS, the City requires the replacement of a complete clarifier mechanism and all associated equipment at the St. Margaret's Wastewater Treatment Facility and the Contractor has recommended a seventy (70) foot diameter clarifier mechanism and associated equipment (hereinafter "the Project"); and

WHEREAS, Section 2-178, Code of the City of Lake City, Florida requires a competitive bidding process and a formal contract to be entered when procuring services valued in excess of \$20,000.00, unless an exemption applies; and

WHEREAS, the City completed a Request for Information (RFI-027-2020) and the Contractor selected was identified as the exclusive agent for the equipment needed for the Project which meets the sole source exemption to the competitive procurement required by section 2-178, Code of the City of Lake City, Florida; and

WHEREAS, the City desires to enter into a contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

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 this Contract.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, any official of the City, and any employee of the City, who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants listed in the RFI, and reasonably inferred to the City, and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties. Any conflicts in the terms of any documentation shall be resolved using the terms and conditions provided by the City documentation.

(c) "CONTRACTOR" means TSC-Jacobs North, Inc. which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means professional services for the purchase and

installation of one (1) seventy (70) foot diameter clarifier mechanism. Specifically, the services and responsibilities listed within the RFI and all responses of the Contractor to the RFI.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and incorporated herein.

4. **Term of Contract:** The term of this Contract shall be no more than six (6) weeks from the delivery of the equipment identified herein, at which time installation must be complete. Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the

amount shown in Contractor's Proposal which is four hundred thirty-four thousand eight hundred and ninety-five dollars and zero cents (\$434,895.00). The Contractor shall be paid as follows: (a) fifteen percent (15%) net cash upon submittal of the first invoice; and (b) eighty percent (80%) net cash upon submittal of the second invoice which shall be submitted after arrival of all of the necessary equipment; and (c) five percent (5%) upon project completion. Otherwise, payment to the Contractor will be made in accordance with F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the invoices, assuming there are no contested amounts with the invoice.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages, in addition to any listed in the RFI, to the City Procurement Department prior to the commencement of work:

(a) Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$2,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and

(b) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$1,000,000.00 as provided for in the RFI; and

(c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not

limited to, loss of profit, loss of investment or business interruption.

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all

governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services:** The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain, and assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout.

11. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

12. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the

collection of said expenses.

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

14. **Public Records:** The Contractor shall comply with all public records laws.

a. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. 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 records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim are confidential, proprietary, trade secret or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 records

stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

15. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Request for Information (RFI-027-2020) and all addendum, and all attachments thereto, and the Contractor's response to the RFI. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

16. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

17. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract 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 Sikes, City Clerk

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

ATTEST:

TCS JACOBS NORTH, INC.

By: _____

By: _____
John A. Verscharen,
President

Printed Name & Title



TSC-JACOBS NORTH

24156 SR 54, Suite 3, Lutz, Florida 33559
Phone 813-242-2660 Fax 813-242-2597

- Tank, platform or feedwell covers of any kind.
- See general items listed hereafter.

INSTALLATION SCOPE

The scope of field service work includes the replacement of the complete clarifier mechanism and all associated equipment. This includes receiving and unloading new clarifier equipment, demolishing/disposing of existing clarifier equipment, and full installation of all new equipment. All new clarifier equipment to be shop primed and painted. Any new clarifier equipment requiring field / touch up painting will be painted with 2 coats of Tnemec N69 or 104. Existing weirs/baffles to remain. Electrical disconnection and reconnection included.

SITework & Earthwork

- Restore Work Area

PROCESS PIPING

- Replacement of Existing Service Water Piping; Extending Across Catwalk
- New Processing Piping, Valves, Fittings

ELECTRICAL

- Electrical Disconnection and Reconnection of New Equipment (Using Existing Conductors)
- New Power Equipment (Disconnects, Panels, Etc.)
- Salvage and Re-Install Existing Light Fixtures
- New Conduit (if needed) from tank edge to center.
- New Instrumentation, Controls, SCADA work, Fiberoptic Cable and/or Terminations

MISCELLANEOUS

- Sanitary Facilities & Dumpsters

SAFETY

- All PPE Normally Required for Projects of This Nature
- OSHA 30 (Principals)
- OSHA 10 (Superintendents)
- Weekly Toolbox Meetings

Only the items listed above are included in this proposal. This quote specifically excludes:



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NOT INCLUDED:

- Any modifications or upgrades to existing electrical and/or control panel.
- Any conduit work.
- Any conduit or wiring for any devices, instruments, PLC's, panels, etc.
- Maintenance of traffic.
- Patching and any form of painting.
- Concrete, asphalt, gravel, & sod removal, restoration, or repair. Unless specifically stated above.
- Permitting or Testing fees.
- Provisions for any night work including manpower or equipment, or any special access including additional manpower.
- Cost for use of power.
- Performance & payment Bonds (Available for added costs).
- Certified Payroll, Davis Bacon or any scale wages, or MBE or MWBE requirements or filings.

COMMENTS AND CLARIFICATIONS:

Normal hours of operation Mon – Fri, 40 hour work week. Approximate schedule to complete the scope of work, after delivery of the new equipment, is approximately four (4) to six (6) weeks.

SELL PRICE:

TSC Jacobs North proposes to provide the above scope of work for the lump sum price of **Four Hundred and Thirty Four Thousand Eight Hundred Ninety Five Dollars and Zero Cents (\$434,895.00)**. Thank you for the opportunity to be of service. If you have any questions, or if you need something additional, please do not hesitate to contact me.

EQUIPMENT DELIVERY

TSC Jacobs North / Ovivo (Seller) will submit drawings and other information for approval within **eight (8) weeks** after Purchaser's receipt of Seller's written acknowledgement of an approved purchase order. Seller intends to ship all Products **twenty-four (24) weeks** after receipt of approved submittals from Purchaser. Seller intends to ship all Products as indicated above after receipt of approved purchase order and approved submittal drawings from Purchaser. However, the date of shipment of the Products represent Seller 's best estimate, but is not guaranteed, and Seller shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If

such delivery is prevented or postponed by reason of Force Majeure, as defined in Seller's standard terms and conditions of sale, Seller shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such



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storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Seller that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Seller with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

GENERAL NOTES

The dates of drawing submission and shipment of the Products represents Seller 's best estimate, but is not guaranteed, and Seller shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Seller's standard terms and conditions of sale, Seller shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Seller that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Seller with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

PRICING TERMS

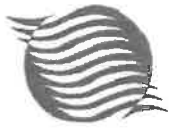
All prices quoted are in US Dollars. Prices are good for 45 days. After expiration of the pricing effective period, prices will be subject to review and adjustment. Prices quoted are FOB point of delivery, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are:

- Fifteen percent (15%) net cash after submittal.
- Eighty percent (80%) net cash upon shipment of major Product items.
- Ten percent (5%) upon the earlier of (a) Product startup and (b) one hundred eighty (180) days after completion of shipment

Seller will submit an invoice and the invoice will be billed at % of the work complete in accordance with the schedules above. No more than 10% retention shall be withheld from each invoice. The final 10% (Retention) shall be invoiced at Substantial Completion of applicable Scope, which may be different that Substantial Completion of the overall project, not to exceed 60 days from equipment delivery of the Major Item.



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Purchaser shall remit payment for proper invoices received from Seller in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid. Any postponement of delivery dates requested by the Purchaser; or if Purchaser requests or causes cancellation, suspension or delay of Seller's work, for delays of up to 90 days, Purchaser shall pay Seller all appropriate charges incurred up to date of such event, per the schedules above, which may include partial completion of milestones. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. For delays less than 90 days, Seller will delay portions of fabrication and delivery, to the extent possible. Delays greater than 90 days are subject to price escalation at 1.5% per month for each month or partial month of delay, further subject to the steel escalation clause; or, if possible, equipment shall be stored at the cost of the Purchaser. For delays greater than 90 days Purchaser shall accept transfer of title and make full payment for all work, due and payable thirty (30) days from the date work is placed into storage.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Seller, nor shall Seller be responsible for such work or expenses, until after Purchaser/Owner has provided Seller's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Seller has approved the same in writing. Seller will not accept Products returned by Purchaser/Owner unless Seller has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address (can be provided electronically):

Attn: Paul Wachter
TSC Jacobs North
24156 SR 54 - Suite 3
Lutz, Florida 33559
Fax #: 813-242-2597
Tel. #: 813-242-2660
paultscjn@verizon.net



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ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Seller will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Seller's performance of the above-referenced services, Seller shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Seller's scope of work.

If additional service is required over and above the Field Services described above, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Contractor not be ready when the Field Service Engineer is requested or if additional service is requested, the Seller current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Seller do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Seller. Seller disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Seller in connection with the Project.



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WARRANTY AND CONDITIONS

Seller standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Seller's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Seller.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Seller.

This document contains, or Seller may have previously disclosed to Purchaser, certain technical and business information of Seller and/or Seller's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Seller. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Seller's prior consent in writing.

Seller will retain the rights to any intellectual property rights ("IPR") related to the Products. Seller will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Seller. The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Seller and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Seller and Purchaser.

In the event of a breach of the terms herein, Seller maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Seller loss or injury, and the value of Seller's expectation created by the promise of Purchaser. The parties agree Seller would suffer irreparable harm in the event of any breach of these terms, and therefore Seller shall be entitled to any and all injunctive relief available.



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Attachment:
General Terms and Conditions



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TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of TSC Jacobs North ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that

SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW. All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.



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24156 SR 54, Suite 3, Lutz, Florida 33559
Phone 813-242-2660 Fax 813-242-2597

12. **PATENT INDEMNITY.** SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes noninfringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products
13. **GENERAL INDEMNITY.** Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.
14. **DEFAULT, TERMINATION.** In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.
15. **CANCELLATION.** PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.
16. **REMEDIES.** The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.
17. **INSPECTION.** PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.
18. **WAIVER.** Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
19. **COMPLIANCE WITH LAWS.** If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.
20. **FORCE MAJEURE.** If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.
21. **INDEPENDENT CONTRACTOR.** It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.
22. **SEVERABILITY.** Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.
23. **CHOICE OF LAW, CHOICE OF VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Tampa, Florida.
24. **ASSIGNMENT.** PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.
25. **LIMITATION ON LIABILITY.** TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.
26. **PRIVACY AND DATA PROTECTION.** Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.
27. **DATA COLLECTION.** PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.
28. **INSURANCE.** SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.
29. **BONDS.** If PURCHASER deems it necessary, and within ten (10) days of PURCHASER's request, SELLER shall provide one or more Bonds in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER.
30. **PERMITS.** PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

File Attachments for Item:

18. City Council Resolution No. 2020-120 - A resolution of the City Council of the City of Lake City, Florida accepting the bid from, and authorizing the execution of an agreement with, Florida Fill and Grading, Inc. for improvements to the drainage at Gwen Lake for Phases 1 and 2, at a cost not-to-exceed \$420,000.00.

CITY COUNCIL RESOLUTION NO. 2020-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING THE BID FROM, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH, FLORIDA FILL AND GRADING, INC., FOR IMPROVEMENTS TO THE DRAINAGE AT GWEN LAKE FOR PHASES 1 AND 2, AT A COST NOT-TO-EXCEED \$420,000.00.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) has been implementing strategies to resolve the drainage issues associate with Gwen Lake; and

WHEREAS, Section 2-178, Code of the City of Lake City, Florida requires a competitive bidding process and a formal contract to be executed when procuring commodities and services valued in excess of \$20,000.00, unless an exemption applies; and

WHEREAS, the City advertised Invitation to Bid 026-2020 (hereinafter “ITB”), for the procurement of improvements to the drainage at Gwen Lake (hereinafter the “Project”); and

WHEREAS, the City administration has advised the City Council, that the bid of Florida Fill and Grading, Inc. (hereinafter “Florida Fill”) of \$420,000.00 was the lowest and most responsible bid to the ITB, and that said bid should be accepted, and that Florida Fill should be awarded the contract for the Project at a price of \$420,000.00 (the “Contract Price”); and

WHEREAS, the City Council finds that it is in the City’s best interest to accept the bid of Florida Fill and to award the contract to Florida Fill for the

Project pursuant to the terms, provisions, conditions, and requirements of the Agreement attached hereto as “Exhibit A”.

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

Section 1. The above recitals are adopted and hereby incorporated by reference.

Section 2. The City is hereby authorized to accept the bid of, and award the Project to, Florida Fill and Grading, 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 Florida Fill and Grading, Inc. to exceed the pricing referenced herein. The Mayor is authorized and directed to execute and deliver the Agreement in the name, and on behalf of the City, with such changes, amendments, modifications, omission, and additions made by the City Manager and City Attorney. Execution by the Mayor and Florida Fill and Grading, Inc. shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

(Remainder of page intentionally left blank.)

PASSED AND ADOPTED at a meeting of the City Council on the _____ day of October 2020.

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

**A CONTRACT BETWEEN CITY OF LAKE CITY, FLORIDA AND
FLORIDA FILL AND GRADING, INC., FOR IMPROVEMENTS TO
THE DRAINAGE OF GWEN LAKE.**

THIS CONTRACT made and entered into this ____ day of October 2020, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, with a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Florida Fill and Grading, Inc. with a principal mailing address of 1110 SW Sisters Welcome Road, Lake City, Florida 32025 (herein referred to as "Contractor").

WHEREAS, the City requires the dredging of Gwen Lake to include, but not limited to, the construction of new drainage structures, and bank and channel stabilization, all of which is to be completed in two (2) phases (hereinafter "the Project"); and

WHEREAS, Section 2-178, Code of the City of Lake City, Florida requires a competitive bidding process and a formal contract to be executed when procuring commodities and services valued in excess of \$20,000.00, unless an exemption applies; and

WHEREAS, the City invited bids through an Invitation to Bid (ITB-026-2020) and the Contractor was selected as the lowest responsible bidder; and

WHEREAS, the City desires to enter into a contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

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 this Contract.

2. **Definitions:** The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, any official of the City, and any employee of the City, who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants listed in the ITB, and reasonably inferred to the City, and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties. Any conflicts in the terms of any documentation shall be resolved using the terms and conditions provided by the City documentation.

(c) "CONTRACTOR" means Florida Fill and Grading, Inc. which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means professional services including, but not limited to, the dredging of Gwen Lake, construction of new drainage structures, and construction of bank and channel stabilization. More specifically, the services and responsibilities listed within the ITB and all responses of the Contractor

to the ITB.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and incorporated herein.

4. **Term of Contract:** The term of this Contract shall be one hundred and twenty (120) days from the date of the Notice to Proceed. Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amount shown in Contractor's Proposal which is four hundred and twenty thousand dollars and zero cents (\$420,000.00). The Contractor shall be paid on a monthly basis for the work completed with ten percent (10%) retainage. Otherwise,

payment to the Contractor will be made in accordance with F.S. 218.70 “Local Government Prompt Payment Act” upon receipt of the invoices, assuming there are no contested amounts with the invoice.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages, in addition to any listed in the ITB, to the City Procurement Department prior to the commencement of work:

- (a) Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$2,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- (b) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$1,000,000.00; and
- (c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates

shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and

expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services and Liquidated Damages:** The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain, and assign an adequate number of personnel throughout

the period of this Contract so that all services provided pursuant to this Contract will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout.

Time is of the essence in the Contract and all obligations thereunder. If the Contractor fails to complete the Services within one hundred twenty (120) calendar days after delivery of the necessary equipment, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of one thousand dollars and zero cents (\$1000.00) per calendar day, commencing on the first day following expiration of the contract time and continuing until the actual date of completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the City will incur as a result of delayed completion of the Services. The City may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the maximum allowable rate.

11. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of

this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

12. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

14. **Public Records:** The Contractor shall comply with all public records laws.

(a) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756

(b) The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. 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 records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim are confidential, proprietary, trade secret or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

15. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB 026-2020) and all addendum, and all attachments thereto, and the Contractor's response to the ITB. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

16. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

17. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

Approved as to form and legality:

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

ATTEST:

By: _____
Audrey Sikes, City Clerk

ATTEST:

By: _____
Charles A. Boone, Jr.,
Vice-President

**FLORIDA FILL AND GRADING,
INC.**

By: _____
Jeanette S. Boone
President

CITY OF LAKE CITY
INVITATION TO BID (ITB) 026-2020
GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
ENGINEER’S PROJECT NUMBER L181018CLC

NOTICE TO CONTRACTORS

Notice is hereby given that sealed bids will be received in the City of Lake City Procurement Department, 2nd floor of City Hall at 205 N. Marion Avenue, Lake City, Florida 32055 until **2:00 PM on Tuesday, September 29, 2020**, for City of Lake City **Invitation to Bid (ITB) 026-2020**. Bids delivered to any other location will not be considered received by the Procurement Department. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Bidder. Bids will not be accepted via fax or electronic media. Bid opening will begin promptly at **2:15 AM on Tuesday, September 29, 2020**, in the City Council Chambers located on the 2nd floor of City Hall.

These projects consist of improvements to the drainage at Gwen Lake. Projects include constructing new drainage structures, providing bank and channel stabilization with 6” Gabion mattresses/baskets, regrading approximately 850 LF of Tributary B at various slopes, and dredging a portion of the lake to allow for construction. Further details are provided within this Invitation to Bid.

The Bid Forms and Construction specifications may be obtained from the engineer’s website at <http://nfps.net/bid> opportunities. All questions must be submitted in writing to the engineer’s office prior to the deadline for receiving questions. Please contact Debbie Motes at 386-752-4675 or dmotes@nfps.net. Deadline for questions regarding specifications and/or bid documents must be received before **4:00 PM on Tuesday, September 15, 2020**.

The successful bidder will be required to furnish a 5% bid bond with bid submittal, and if selected, furnish the Procurement Department with a payment and performance bond and proof of liability insurance prior to commencing work.

The City of Lake City reserves the right to reject any or all bids, to add to the contract or delete from the contract to stay within their funding capabilities and award the contract in the best interest of the City of Lake City.

City of Lake City

Joseph Helfenberger
City Manager

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 026-2020
GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
ENGINEER’S PROJECT NUMBER L181018CLC**

BID PROPOSAL

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE LATEST FDOT DESIGN STANDARDS AND THE TECHNICAL SPECIFICATIONS PREPARED BY NORTH FLORIDA PROFESSIONAL SERVICES, INC.

**ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS
ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM**

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX # _____

E-MAIL ADDRESS _____

Authorized Representative (PLEASE PRINT OR TYPE)

The undersigned as bidder, hereby declares that they have examined the contract documents and understand fully in regard to all conditions pertaining to the work to be done; that they have examined the specifications for the work and other contract documents relative thereto; and that they have satisfied themselves relative to the work to be performed. The bidder agrees, if this bid is accepted, to contract with the City of Lake City, City Council to furnish everything necessary to complete the work covered by this bid and other contract documents for the City of Lake City, City Council. The contractor assumes full responsibility for all quantities used in their bid. The contractor shall coordinate the construction with all proposed utilities on site.

SIGNATURE _____ DATE _____

**CITY OF LAKE CITY
 INVITATION TO BID (ITB) 026-2020
 GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
 ENGINEER’S PROJECT NUMBER L181018CLC**

GWEN LAKE DRAINAGE IMPROVEMENTS					
NFPS Project No.: L181018CLC					
Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
PHASE 1					
101 1	Mobilization	1	LS		
102 1	Maintenance of Traffic	1	LS		
104 10 3	Sediment Barrier	842	LF		
104 11	Floating Turbidity Barrier	200	LF		
104 18	Inlet Protection System	1	EA		
110 2 1	Clearing & Grubbing	0.65	AC		
120 1	Regular Excavation	1386	CY		
400 2 1	Class II Concrete (Weir)	149	CY		
425 1 52 1	Type "C" DBI	1	EA		
430 175 112	12" A2000 Pipe	52	LF		
430 982121	12" Mitered End Section	1	EA		
530 3 3	Rip-Rap Energy Dissapater	1	TN		
570 1 1	Performance Turf	3028	SY		
570 1 2	Performance Turf, Sod	117	SY		
700 1 11	Signs	6	AS		
999 001	Reno mattress, 6" thick	1315	SY		
999 002	Gabion Baskets, (12" thick)	12	SY		
999 003	Grade Beam	176	LF		
999 004	4'x4' Anti-Seep Collar	1	EA		
PHASE 1 TOTAL \$					
PHASE 2					
101 1	Mobilization	1	LS		
104 10 3	Sediment Barrier	210	LF		
104 11	Floating Turbidity Barrier	166	LF		
110 2 1	Clearing & Grubbing	0.5	AC		
120 1	Regular Excavation	474	CY		
570 1 1	Performance Turf	274	SY		
570 1 2	Performance Turf, Sod	776	SY		
999 001	Reno mattress, 6" thick	1334	SY		
999 002	Gabion Baskets (All Sizes)	226	SY		
PHASE 2 TOTAL \$					
PROJECT TOTAL \$					
NOTE: PRICING SHOULD REFLECT PAY ITEM NOTES FOR EACH PHASE					

Addendum No.	Addendum Date

PAGE 2 & 3 MUST BE USED FOR BID PROPOSAL

CITY OF LAKE CITY
INVITATION TO BID (ITB) 026-2020
GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
ENGINEER’S PROJECT NUMBER L181018CLC

General Requirements

I. General.

Phase 1 consists of improvements to the drainage at Gwen Lake. This project includes constructing new drainage structures, providing bank and channel stabilization with Gabion mattresses, regrading approximately 300 LF of the west end of Tributary B at a 2:1 slope, and dredging a portion of the lake to allow for construction.

Phase 2 consist of providing bank and channel stabilization with Gabion mattresses/ baskets, regrading approximately 550 LF of the east end of said Tributary B at various slopes.

It is important to note that there is a portion of Tributary B that exist in between these two phases that is not covered under this contract and will be advertised at a later date.

II. Contract Time

The contract time shall be **120 days** from the date of issuance of Notice to Proceed. The contractor will be required to return an executed contract to the City of Lake City Procurement Department within **14 days** of City Council approval. Time can be extended by mutual agreement of both parties. Liquidated damages shall be **\$1000 per day**. No work is allowed on Sundays, and/or City designated holidays.

Contractor shall provide a construction schedule with the bid package detailing time frames/lines showing how the project will be constructed. The schedule will be taken into consideration in the bid review process and bids submitted without the schedule could be reason for a bid to not receive full consideration.

III. Construction and Materials

All construction methods and materials shall conform to the technical specifications prepared by North Florida Professional Services, Inc. and all applicable Florida Department of Transportation Design Standards and Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

IV. Maintenance of Traffic

Contractor shall provide Maintenance of Traffic and it shall conform to the requirements of the latest edition of the Florida Department of Transportation Standard Index.

Flagging will be required and only one traffic lane may be closed between the hours of 8:30 A.M. to 4:30 P.M. only.

All construction signage shall be provided by the contractor.

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V. Compensation

Payment shall be made on a monthly basis on work completed with 10% retainage.

General Instructions to Bidders

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining lowest, and most, responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with The City of Lake City.
 - E. The suitability of equipment or material for City use.
 - F. The ability of bidder to provide future maintenance.
2. Payment Terms are according to the Florida Prompt Payment Act. unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed to be advantageous to the City.
3. All bids should be tabulated, totaled and checked for accuracy. All blanks on Bid Proposal sheet shall be filled in and unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact, in writing, the engineering firm immediately.
6. Quote all prices F.O.B. our warehouse or as specified in bid documents.
7. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
8. No responsibility shall attach to any City representative or employee for the premature opening of bids not properly addressed or identified.
9. If only one (1) bid is received, the bid may be rejected and re-advertised or accepted if determined to be in the best interest of the City.
10. Bids received late will not be accepted, and the City will not be responsible for late mail delivery.
11. Telephone and facsimile bids will not be accepted.
12. Bids requiring bid bonds will not be accepted if bond is not enclosed.

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13. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the City Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
14. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
15. When requested, samples will be furnished to the City free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The City reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the City to do so for the purpose of testing.
16. The City will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
17. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
18. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The City may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
19. Only the latest model equipment as evidenced by the manufacturer’s current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
20. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
21. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Procurement Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the City sound and

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satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the City.

22. Unless otherwise specified by the Procurement Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
23. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the City or who has failed in former contracts with the City to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
24. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
25. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract.
26. Unless otherwise specified the City reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the City.
27. The City reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the City and also to purchase any part, all or none of the materials, supplies, or equipment specified.
28. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
29. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the sixty (60) day period after bids are opened.
30. It is mutually understood and agreed that if at any time the Procurement Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Procurement Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the City, the City shall thereupon have the power to take whatever action deemed necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the City out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his

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executors, administrators, successors, or assigns, shall pay the amounts of such excess to the City on notice made by the Procurement Department or his designee of the excess due.

31. If the bidder proposes to furnish any item of foreign make or product, he shall write “foreign” together with the name of the originating country opposite such item on a proposal.
32. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made by the deadline for questions ; otherwise, the bidder waives any such complaint.
33. Contracts may be cancelled by the City with or without cause on thirty (30) days advance written notice.
34. If applicable, all contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
35. Any bidder affected adversely by an intended decision with respect to the award of any bid, may file with the Procurement Department for the City of Lake City, a written protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Formal protest procedures are available through the City’s Procurement Department.
36. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City of Lake City, may not submit a bid on a contract with the City of Lake City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City of Lake City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Lake City, and may not transact business with the City of Lake City for a period of 36 months from the date of being placed on the convicted vendor list.
37. In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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38. The City of Lake City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s public records law. Specifically, the Contractor shall:
- A. Keep and maintain public records required by the City in order to perform the service.
 - B. Upon request from the City’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 records to the City.
 - D. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 records stored electronically must be provided to the City, upon request from the City’s custodian of public records in a format that is compatible with the information technology systems of the City.
 - E. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK’S OFFICE AT 386-719-5756, 386-719-5826, CITYCLERK@LCFLA.COM, WITH AN OFFICE LOCATED AT 205 NORTH MARION AVENUE, LAKE CITY, FLORIDA 32055.

39. It is the sole responsibility of the Bidder to contact North Florida Professional Services at dmotes@nfps.net prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid.
40. Any existing materials demolished within right of way may be retained by the City of Lake City.
41. Insurance
- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar

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day notice to the City in the event of cancellation, non-renewal or a material change in the policy.

- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- D. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

42. The successful bidder will be required to furnish a 5% bid bond with bid submittal, and if selected, furnish the Procurement Department with a payment and performance bond and proof liability insurance prior to commencing work.

The remainder of this form is left blank intentionally

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CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn deposes and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.
City & State
2. The above named entity is submitting a Proposal for the City of Lake City ITB-026-2020 described as Invitation to Bid, Gwen Lake Drainage Improvements – Phase 1 & 2.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity’s submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity’s ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
9. I certify that no member of the entity’s ownership or management, or staff has a vested interest in any aspect of the City of lake City.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

DATED this _____ day of _____ 2020.

(Affiant)

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 20____.

Personally Known _____ Or produced identification _____

Identification type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public.

My commission expires: _____.

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

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DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, _____ (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”

Authorized Signature

Date Signed

State of Florida

County of _____

Sworn to and subscribed before me this ____ day of _____ 20__.

Personally known _____ or Produced Identification _____

(Specify type of identification) _____

Signature of Notary: _____

My Commission Expires: _____

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

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SWORN STATEMENT UNDER SECTION
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal No._____.
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Identification No.(FEIN) is _____. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement_____.
3. My name is _____ and my relationship to the entity named above is_____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and

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agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with an convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

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Signature: _____ Date _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, _____ who
after first being sworn by me, affixed his/her signature in the space provided above on
this _____ day of _____ 20_____.

Notary Public, State at large

My Commission Expires:

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

The remainder of this form is left blank intentionally

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DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City, ITB-026-2020, Invitation to Bid for Gwen Lake Drainage Improvements.

Date

Authorized Signature and Title Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

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REFERENCES

List three (3) client/customer references including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

1. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Email: _____
Length of time services provided: _____
2. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Email: _____
Length of time services provided: _____
3. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Email: _____
Length of time services provided: _____

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

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E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person’s Signature:

Authorized Company Person’s Title:

Date: _____

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 026-2020
GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
ENGINEER’S PROJECT NUMBER L181018CLC**

**CITY OF LAKE CITY
BIDDER’S CHECK LIST**

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with your bid.

Before sending in your bid, please make sure you have completed all of the following:

_____ Enclose two (2) sets of the Bid form (one marked original and one copy), including all handwritten sections. Please make and retain a separate copy of this bid package for your records.

_____ Bid Form, must be complete and have a manual signature (original signature) preferably signed in blue ink.

_____ Every page that has anything hand written on it, must be imprinted with the company’s name on the top right-hand corner of the page.

_____ Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.

_____ Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.

_____ Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.

FORMS

- _____ Conflict of Interest
- _____ Drug Free Work Place
- _____ Public Entity Crime Statement
- _____ Disputes Disclosure
- _____ Non-Collusion Affidavit
- _____ References
- _____ E-verify Affirmation Statement

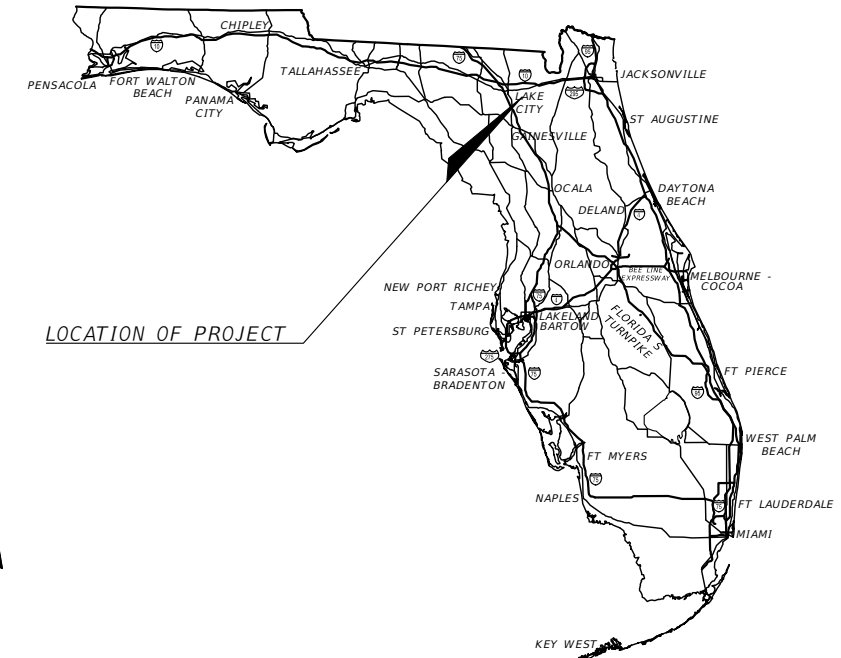
_____ **PLEASE INITIAL AND INCLUDE WITH BID**

GWEN LAKE DRAINAGE IMPROVEMENTS - PHASE 1

NFPS PROJECT ID L181018CLC

LAKE CITY, FL
SECTION 31, TOWNSHIP 35, RANGE 17E
PLANS PREPARED FOR:

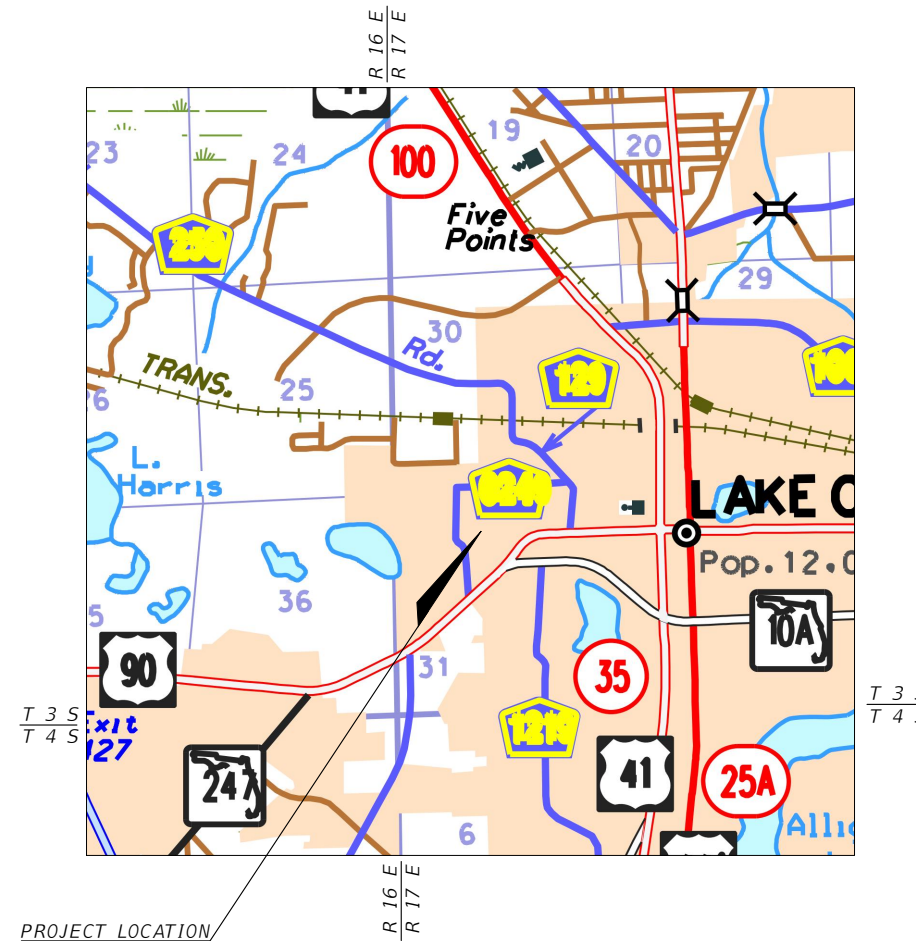
CITY OF LAKE CITY
205 N. MARION AVE LAKE CITY, FLORIDA 32055
(386) 752-2031



LOCATION OF PROJECT

Sheet Index

Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES
3	EROSION CONTROL NOTES
4	EROSION CONTROL PLAN
5	DEMOLITION PLAN
6	OVERALL SITE PLAN
7	SEDIMENT BASIN SITE PLAN
8	SEDIMENT BASIN DETAILS
9 - 10	PLAN & PROFILE SHEETS
11 - 15	DITCH CROSS SECTIONS
16	WETLAND IMPACTS AND COMPENSATING STORAGE PLAN
17	DETAILS



PROJECT LOCATION

ENGINEER OF RECORD:

TERRY R. WHITE .PE
P.E. NO.:37390
NORTH FLORIDA PROFESSIONAL SERVICES, INC.
P.O. BOX 3823
LAKE CITY, FLORIDA 32056
CONTRACT NO.:
VENDOR NO.:
CERTIFICATE OF AUTHORIZATION NO.: 29011

PLANS FOR BIDDING PURPOSES ONLY

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
		1

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE JOB SITE TO INSURE THAT ALL NEW WORK WILL FIT IN THE MANNER INTENDED ON THE PLANS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF SUCH DIFFERENCES IMMEDIATELY AND PRIOR TO PROCEEDING WITH THE WORK.
2. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AS SET FORTH BY THE ISSUED SUWANNEE RIVER WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE PERMIT. THE CONTRACTOR SHALL SUBMIT A NOTICE OF CONSTRUCTION COMMENCEMENT TO THE WATER MANAGEMENT DISTRICT AT LEAST 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
3. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION SITE IN A SECURE MANNER. ALL OPEN TRENCHES AND EXCAVATED AREAS SHALL BE PROTECTED FROM ACCESS BY THE GENERAL PUBLIC.
4. BOUNDARY INFORMATION SHOWN, WAS OBTAINED FROM A BOUNDARY SURVEY PREPARED BY DONALD F. LEE & ASSOCIATES, FLORIDA CERTIFICATE NO. 7042.
5. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE ENGINEER.
6. THE SITE IS LOCATED IN SECTION 31, TOWNSHIP 3 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.
7. THE CONTRACTOR SHALL IMPLEMENT ALL COMPONENTS OF THE EROSION AND SEDIMENTATION CONTROL PLAN PRIOR TO ANY EARTH DISTURBING ACTIVITIES. ALL COMPONENTS SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL ALL VEGETATION IS ESTABLISHED, THE ENTIRE PROJECT AREA IS STABILIZED AND THE OWNER HAS ACCEPTED OPERATION AND MAINTENANCE.
8. ALL SLOPES OF THE STORMWATER BASIN SHALL BE SODDED. ALL OTHER SLOPES 3:1 SHALL BE SODDED AND SLOPES STEEPER THAN 3:1 SHALL BE STAPLED SOD.
9. ALL DISTURBED AREAS NOT SODDED SHALL BE SEEDED WITH A MIXTURE OF LONG-TERM VEGETATION AND QUICK GROWING SHORT-TERM VEGETATION FOR THE FOLLOWING CONDITIONS. FOR THE MONTHS FROM SEPTEMBER THROUGH MARCH, THE MIX SHALL CONSIST OF 70 POUNDS PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF WINTER RYE. FOR THE MONTHS OF APRIL THROUGH AUGUST, THE MIX SHALL CONSIST OF 70 PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF MILLET.
10. EXISTING DRAINAGE STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED.
11. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT AREAS. CONTRACTOR SHALL CONTACT 811 OR 1-800-432-4770 AT LEAST 2 BUSINESS DAYS BEFORE BEGINNING CONSTRUCTION.
12. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS WITHIN PROJECT AREA.

CONTACT PHONE NUMBERS

SERVICE AREA NAME	CONTACT	PHONE NUMBERS	UTILITY TYPE
FLORIDA POWER & LIGHT-COLUMBIA	USIC DISPATCH CENTER	DAY: (800) 788-9140 ALT: (800) 468-8243	ELECTRIC
CITY OF LAKE CITY UTILITIES	MARCIA BULLARD	DAY: (386) 758-5492	WATER, SEWER
LAKE CITY PUBLIC WORKS-TRAFFIC CONTROL	GARY PINKHAM	DAY: (386) 758-5406 ALT: (386)867-3207	GAS, WATER, SEWER
LAKE CITY NATURAL GAS/PUBLIC WORKS	CURTIS DUDGEON	DAY: (386) 758-5405 ALT: (386) 758-6603	GAS
AT&T / DISTRIBUTION	USIC DISPATCH	DAY (800) 788-9140 x5	TELEPHONE

13. CONTRACTOR SHALL PROVIDE ACTUAL INVERT ELEVATIONS ON ALL DRAINAGE STRUCTURES, INCLUDING CULVERTS, PRIOR TO PLACING ANY BASE MATERIAL. DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER BEFORE CONTINUING WORK.
14. A PRE-CONSTRUCTION MEETING WITH THE GREATER LAKE CITY REGIONAL UTILITY AUTHORITY (GLCRUA) PROJECT INSPECTOR IS REQUIRED PRIOR TO BEGINNING CONSTRUCTION.
15. IF UNSUITABLE MATERIAL IS ENCOUNTERED DURING GRADING, CONTRACTOR SHALL REMOVE UNSUITABLE MATERIAL TO A DEPTH OF 24" BELOW FINISHED GRADE WITHIN THE CONSTRUCTION LIMITS.
16. THE CONTRACTOR SHALL NOTIFY THE CITY AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
17. NO FINAL TESTING OR PRESSURE TESTING WILL BE ACCEPTED UNLESS WITNESSED BY THE CITY'S REPRESENTATIVE.
18. NO WORK SHALL BE PERFORMED ON SUNDAY OR COUNTY RECOGNIZED HOLIDAY WITHOUT A WRITTEN APPROVAL FROM THE COUNTY ADMINISTRATOR.
19. CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY MEETING THE REQUIREMENTS OF CHAPTER 61G17 F.A.C. FOR THE STORMWATER MANAGEMENT SYSTEMS. INCLUDE HORIZONTAL AND VERTICAL DIMENSIONAL DATA SO THAT IMPROVEMENTS ARE LOCATED AND DELINEATED RELATIVE TO THE BOUNDARY. PROVIDE SUFFICIENT DETAILED DATA TO DETERMINE WHETHER THE IMPROVEMENTS WERE CONSTRUCTED IN ACCORDANCE WITH THE PLANS. A COPY OF THE AS-BUILT SURVEY (IN PAPER AND DIGITAL AUTOCAD FORMAT) MUST BE SUBMITTED TO THE CITY OF LAKE CITY AND THE ENGINEER.
20. THE CONTRACTOR SHALL SUBMIT A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM NOTICE OF INTENT ALONG WITH SUPPORTING DOCUMENTATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMIT FEES.
21. IF DURING CONSTRUCTION OR OPERATION OF THE STORM WATER MANAGEMENT SYSTEM, A STRUCTURAL FAILURE IS OBSERVED THAT HAS THE POTENTIAL TO CAUSE THE DIRECT DISCHARGE OF SURFACE WATER INTO THE FLORIDIAN AQUIFER SYSTEM, CORRECTIVE ACTIONS DESIGNED OR APPROVED BY A REGISTERED PROFESSIONAL SHALL BE TAKEN AS SOON AS PRACTICAL TO CORRECT THE FAILURE. A REPORT PREPARED BY A REGISTERED PROFESSIONAL MUST BE PROVIDED AS SOON AS PRACTICAL TO THE DEPARTMENT FOR REVIEW AND APPROVAL THAT PROVIDES REASONABLE ASSURANCE THAT THE BREACH WILL BE PERMANENTLY CORRECTED.
22. CONTRACTOR SHALL MAINTAIN MAILBOXES DURING CONSTRUCTION. MAILBOXES SHALL BE RELOCATED AS NECESSARY.
23. THE ALIGNMENT AND STATIONING USED IN THESE PLANS IS BASED ON A BEST-FIT LINE OF THE EXISTING CENTER OF PAVEMENT, USING DIGITIZED AERIALS. THE ALIGNMENT IS FOR ESTABLISHING RELATIVE LOCATION REFERENCE ONLY.
22. THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION) AND THE F.D.O.T. STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION), AWWA SPECIFICATIONS, AND THE CITY OF LAKE CITY DEVELOPMENT STANDARDS UNLESS OTHERWISE NOTED.

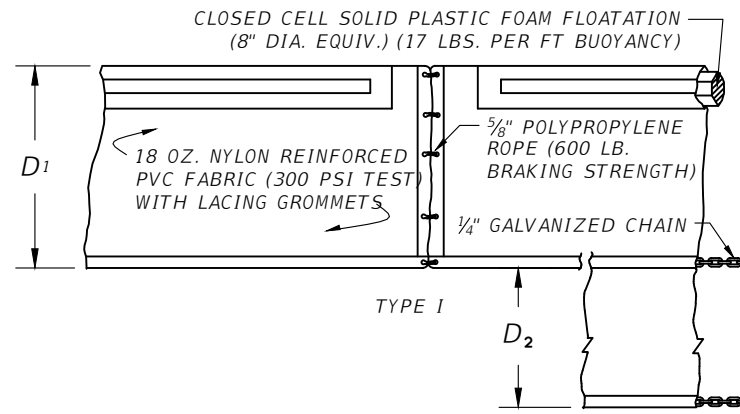
PAY ITEM NOTES

- 0102 1 - MAINTENANCE OF TRAFFIC - INCLUDES ALL ELEMENTS REQUIRED FOR THE TRAFFIC CONTROL PLAN, CONSTRUCTION STAKEOUT, AND INCLUDES TEMPORARY CENTERLINE DELINEATION AND STOP BARS PLACED AT ALL NON-WORKING TIMES.
- 0104 10 3 - SEDIMENT BARRIER - INCLUDES SYNTHETIC BALES, STAKED SILT FENCE, AND OTHER ITEMS NECESSARY TO MINIMIZE EROSION AND PREVENT SEDIMENT FROM LEAVING THE PROJECT LIMITS AND/OR ENTERING INLETS & CULVERTS. QUANTITY IS ESTIMATED, AND WILL ONLY BE PLACED AT DIRECTION OF ENGINEER.
- 0110 2 1 - CLEARING & GRUBBING - INCLUDES BUT IS NOT LIMITED TO REMOVAL OF ALL PAVEMENT, PIPE, EXISTING STRUCTURES, VEGETATION, OR ANY OTHER DEMOLITION REQUIRED FOR THE PROJECT.
- 0120 1 - REGULAR EXCAVATION - INCLUDES ALL EARTH MOVING ACTIVITIES NECESSARY FOR CONSTRUCTION OF THE PROJECT INCLUDING THE CULVERT REMOVAL AND TREE REMOVAL.
- 0570 1 1 - PERFORMANCE TURF - INCLUDES DRESSING SHOULDERS; AND ALL SEED AND MULCHING REQUIRED FOR PROJECT. CONTRACTOR SHALL MAINTAIN ANY AREAS OF EROSION. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AS NEEDED.
- 0425 1 52 1 - TYPE C DBI - INCLUDES AN OIL SKIMMER TO BE INSTALLED AS SHOWN IN PLANS.
- 999 001 - INCLUDES ALL MATERIALS REQUIRED TO INSTALL RENO MATTRESS PER MANUFACTURER'S SPECIFICATIONS. FILL ROCK FOR MATTRESS SHALL ALSO BE INCLUDED UNDER THIS PAY ITEM.
- 999 002 - INCLUDES ALL MATERIALS REQUIRED TO INSTALL GABION BASKETS PER MANUFACTURER'S SPECIFICATIONS. FILL ROCK FOR BASKETS SHALL ALSO BE INCLUDED UNDER THIS PAY ITEM.
- 999 003 - INCLUDES ALL MATERIALS REQUIRED TO CONSTRUCT GRADE BEAM PER DETAIL.

REVISIONS				TERRY R. WHITE ,PE P.E. LICENSE NUMBER 37390 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. 2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					COLUMBIA			

EROSION CONTROL NOTES

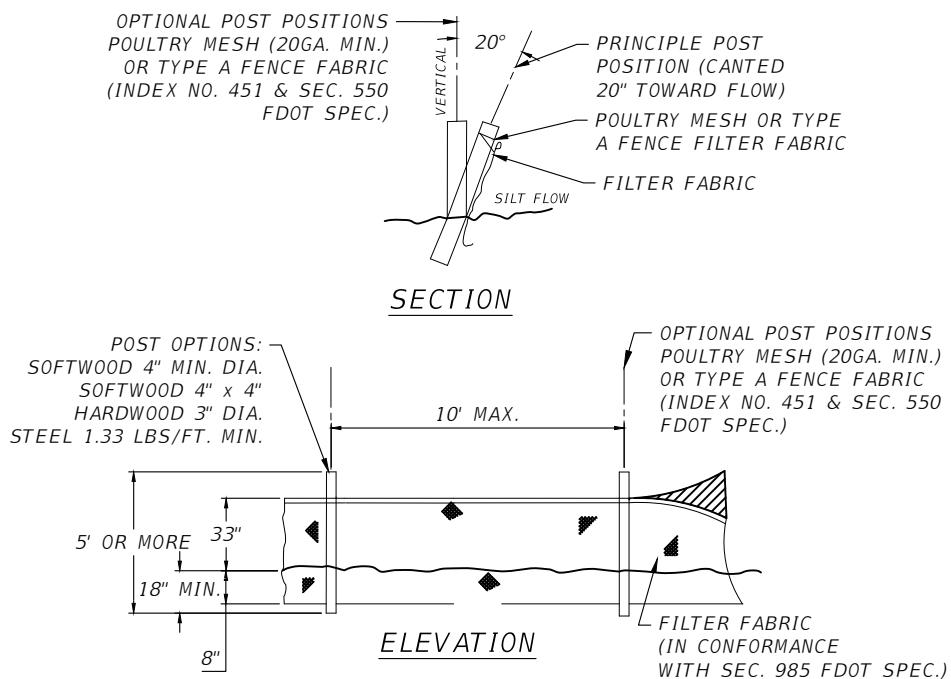
1. THIS EROSION AND SEDIMENTATION CONTROL PLAN COMPLIES WITH THE REQUIREMENTS OF THE "FLORIDA DEVELOPMENT MANUAL" AND THE "FLORIDA EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL".
2. THE CONTRACTOR SHALL ADHERE TO THE CITY OF LAKE CITY, SRWMD, AND OTHER GOVERNING AUTHORITIES FOR EROSION AND SEDIMENT CONTROL REGULATIONS. IF THE CONTRACTOR NEEDS TO CHANGE THIS PLAN TO MORE EFFECTIVELY CONTROL EROSION AND SEDIMENTATION, THE CONTRACTOR SHALL USE BMP'S FROM THE "FLORIDA EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL".
3. THE CONTRACTOR SHALL ADJUST AND REVISE THIS PLAN TO MEET ACTUAL FIELD CONDITIONS. ANY REVISIONS SHALL BE APPROVED BY THE REVIEWING AGENCIES.
4. SEDIMENT AND EROSION CONTROL FACILITIES, STORM DRAINAGE FACILITIES AND DETENTION BASINS SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
5. EROSION CONTROL MEASURES SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL OF 0.5 INCHES OR GREATER, AND REPAIRED OR REPLACED AS NECESSARY.
6. SEDIMENT AND EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION IS COMPLETE AND UNTIL A PERMANENT GROUND COVER HAS BEEN ESTABLISHED.
7. ALL OPEN DRAINAGE SWALES SHALL BE GRASSED AND RIPRAP SHALL BE PLACED AS REQUIRED TO CONTROL EROSION.
8. SILT FENCES SHALL BE LOCATED ON SITE TO PREVENT SEDIMENT AND EROSION FROM LEAVING PROJECT LIMITS.
9. CONTRACTOR SHALL PLACE A DOUBLE ROW OF SILT FENCE IN AREAS WHERE RUNOFF FROM DISTURBED AREAS MAY ENTER WETLANDS.
10. DURING CONSTRUCTION AND AFTER CONSTRUCTION IS COMPLETE, ALL STRUCTURES SHALL BE CLEANED OF ALL DEBRIS AND EXCESS SEDIMENT.
11. ALL GRADED AREAS SHALL BE STABILIZED IMMEDIATELY WITH A TEMPORARY FAST-GROWING COVER AND/OR MULCH.
12. A PAD OF RUBBLE RIP RAP SHALL BE PLACED AT THE BOTTOM OF ALL COLLECTION FLUMES AND COLLECTION PIPE OUTLETS. GRANITE OR LIMESTONE RIPRAP IS REQUIRED, NO BROKEN CONCRETE WILL BE ACCEPTED.
13. ALL SIDE SLOPES STEEPER THAN 3:1 SHALL BE ADEQUATELY PROTECTED FROM EROSION THROUGH THE USE OF SYNTHETIC BALES OR SODDING.
14. ALL STABILIZATION PRACTICES SHALL BE INITIATED AS SOON AS PRACTICABLE IN AREAS OF THE JOB WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY STOPPED, BUT IN NO CASE SHALL THE DISTURBED AREA BE LEFT UNPROTECTED FOR MORE THAN SEVEN DAYS.
15. ALL WASTE GENERATED ON THE PROJECT SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY CONTRACTOR.
16. LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPS.
17. EXCESS DIRT SHALL BE REMOVED DAILY.
18. THIS PROJECT SHALL COMPLY WITH ALL WATER QUALITY STANDARDS. PERMIT REQUIRED FROM SRWMD HAS BEEN OBTAINED.
19. QUALIFIED PERSONNEL SHALL INSPECT THE AREA USED FOR STORAGE OF STOCKPILES, THE SILT FENCE AND STRAW BALES, THE LOCATION WHERE VEHICLES ENTER OR EXIT THE SITE, AND THE DISTURBED AREAS THAT HAVE NOT BEEN FINALLY STABILIZED, AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM OF 0.5 INCHES OR GREATER.
20. SITES THAT HAVE BEEN FINALLY STABILIZED WITH SOD OR GRASSING SHALL BE INSPECTED AT LEAST ONCE EVERY WEEK.



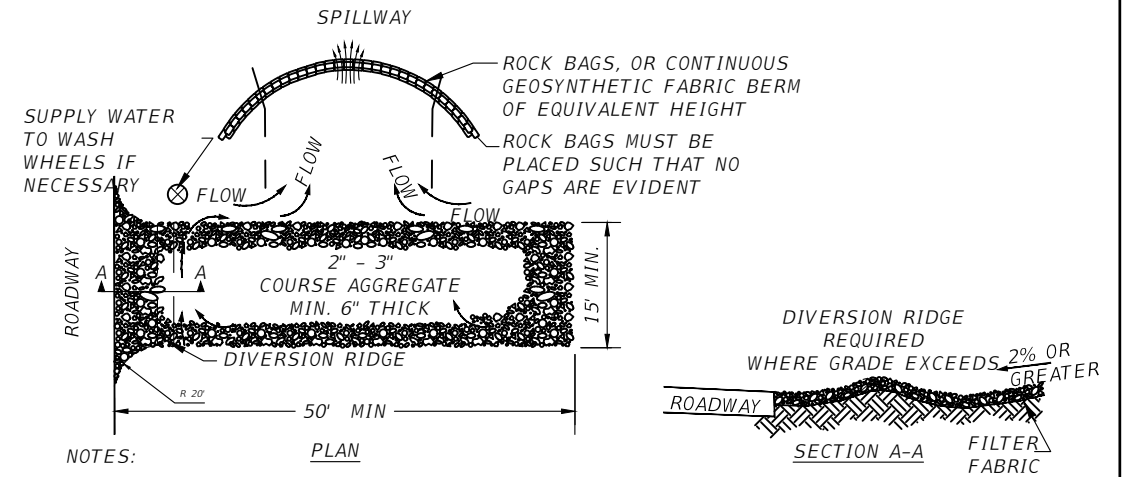
D₁=5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).
 D₂=5' STD. (ADDITIONAL PANEL FOR DEPTHS GREATER THAN 5').
 CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO(2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

1 FLOATING TURBIDITY BARRIER
3 SCALE:NTS

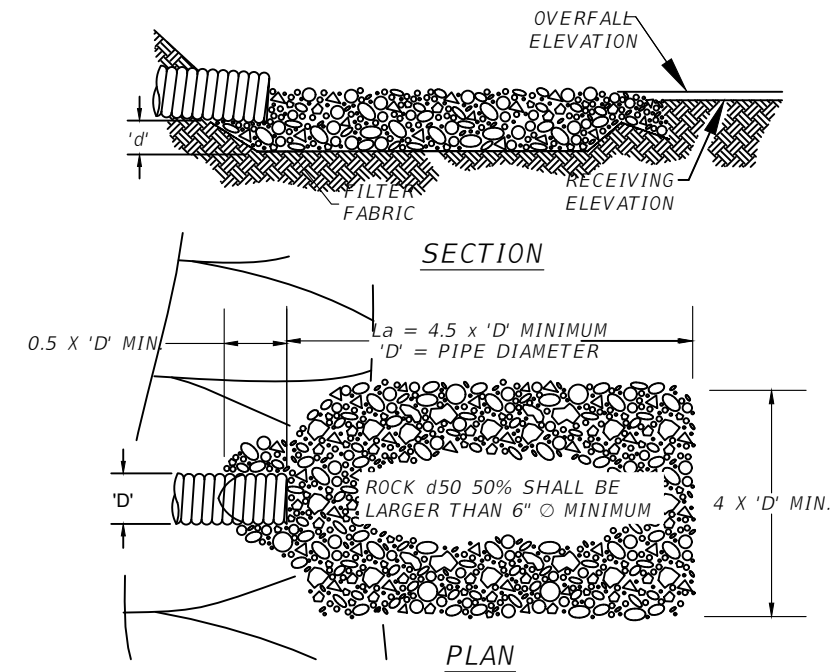


3 TYPE IV SILT FENCE
3 SCALE:NTS



- NOTES:
1. EXACT LOCATION OF TEMP. CONSTR. ENTRANCE IS TO BE DETERMINED BY CONTRACTOR.
 2. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
 3. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
 4. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
 5. ROCK BAGS OR SANDBAGS SHALL BE PLACED SUCH THAT NO GAPS ARE EVIDENT.
 6. USE ROCK BAGS TO CHANNELIZE RUNOFF TO BASIN AS REQUIRED.

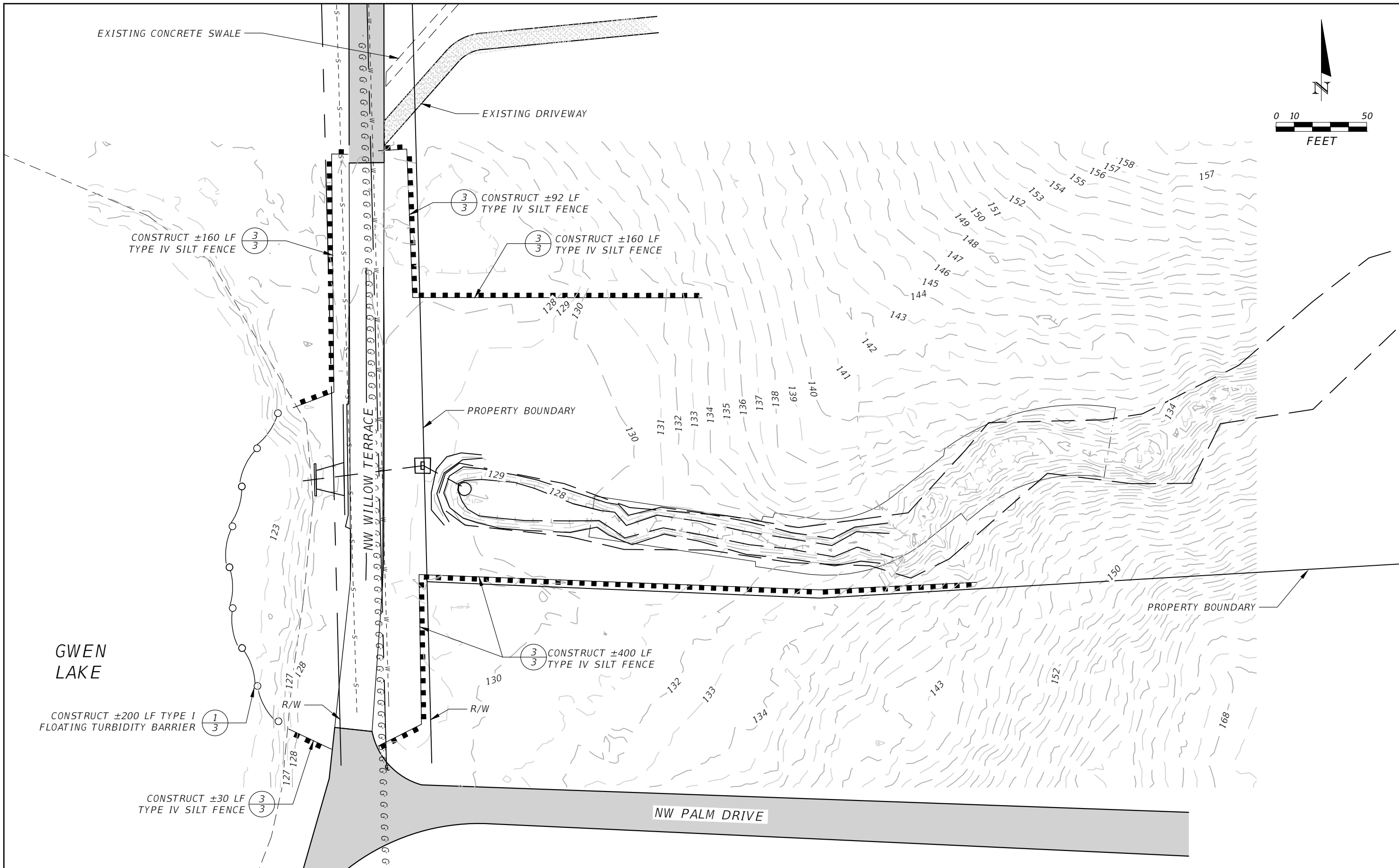
2 TEMPORARY CONSTRUCTION ENTRANCE
3 SCALE:NTS



- NOTES:
1. 'La' = LENGTH OF APRON. DISTANCE 'La' SHALL BE OF SUFFICIENT LENGTH TO DISSIPATE ENERGY.
 2. APRON SHALL BE AT A ZERO GRADE AND ALIGNED STRAIGHT.
 3. FILTER FABRIC SHALL EXTEND 6" PAST AGGREGATE LIMITS
 4. THICKNESS ('d') = 1.5 X MAXIMUM AGGREGATE DIAMETER - 6"

4 ENERGY DISSIPATER DETAIL
3 SCALE:NTS

REVISIONS				TERRY R. WHITE ,PE P.E. LICENSE NUMBER 37390 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. 3
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					COLUMBIA			EROSION CONTROL NOTES



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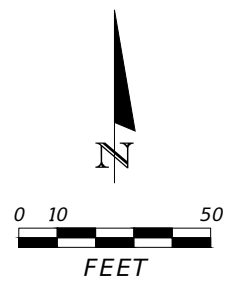
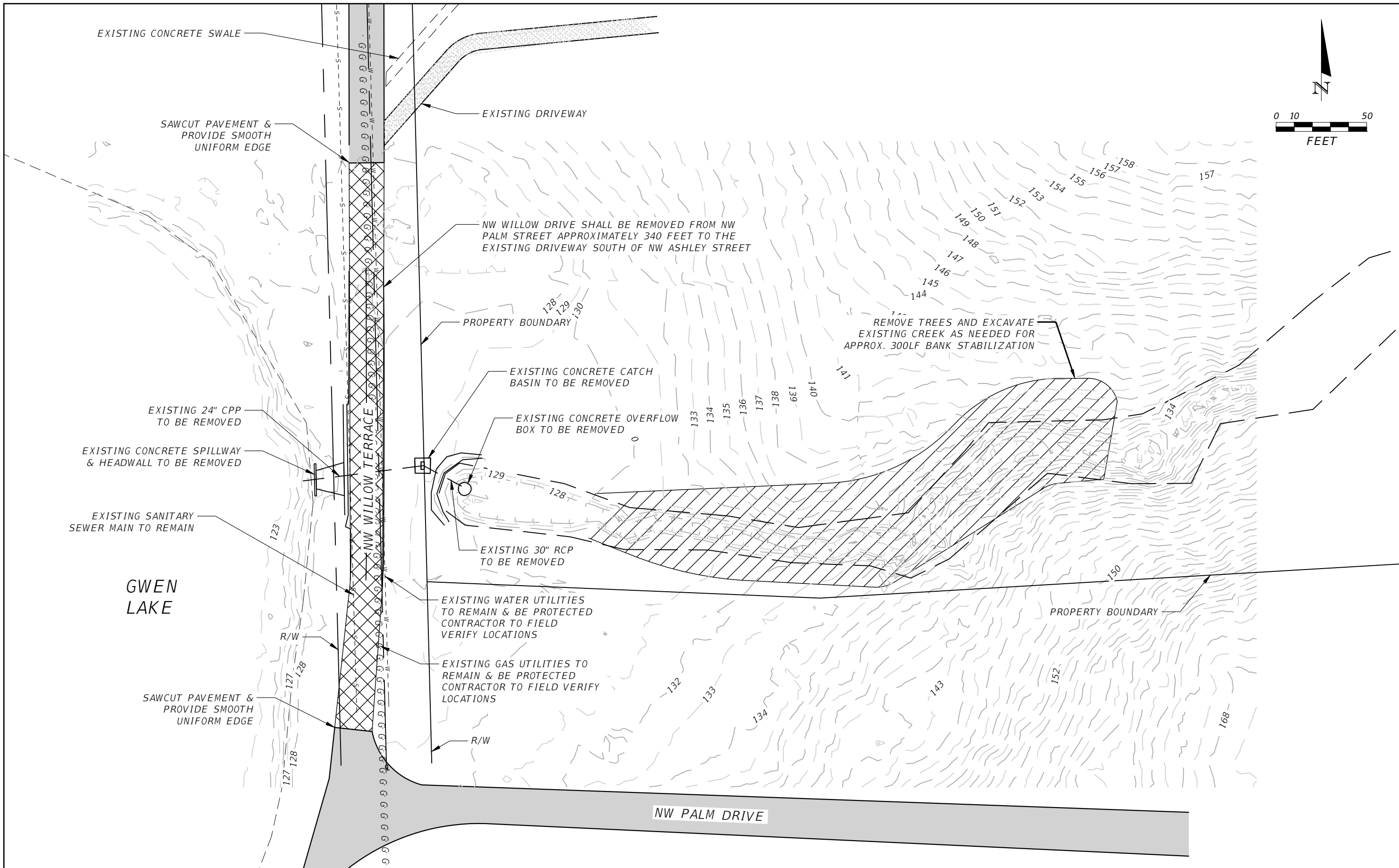
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

TERRY R. WHITE ,PE
 P.E. LICENSE NUMBER 37390
 NFPS
 P.O. BOX 3823
 LAKE CITY, FLORIDA 32056
 CERTIFICATE OF AUTHORIZATION 29011

CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

EROSION CONTROL PLAN

SHEET NO.
4



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

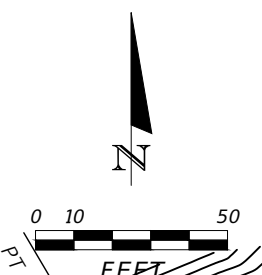
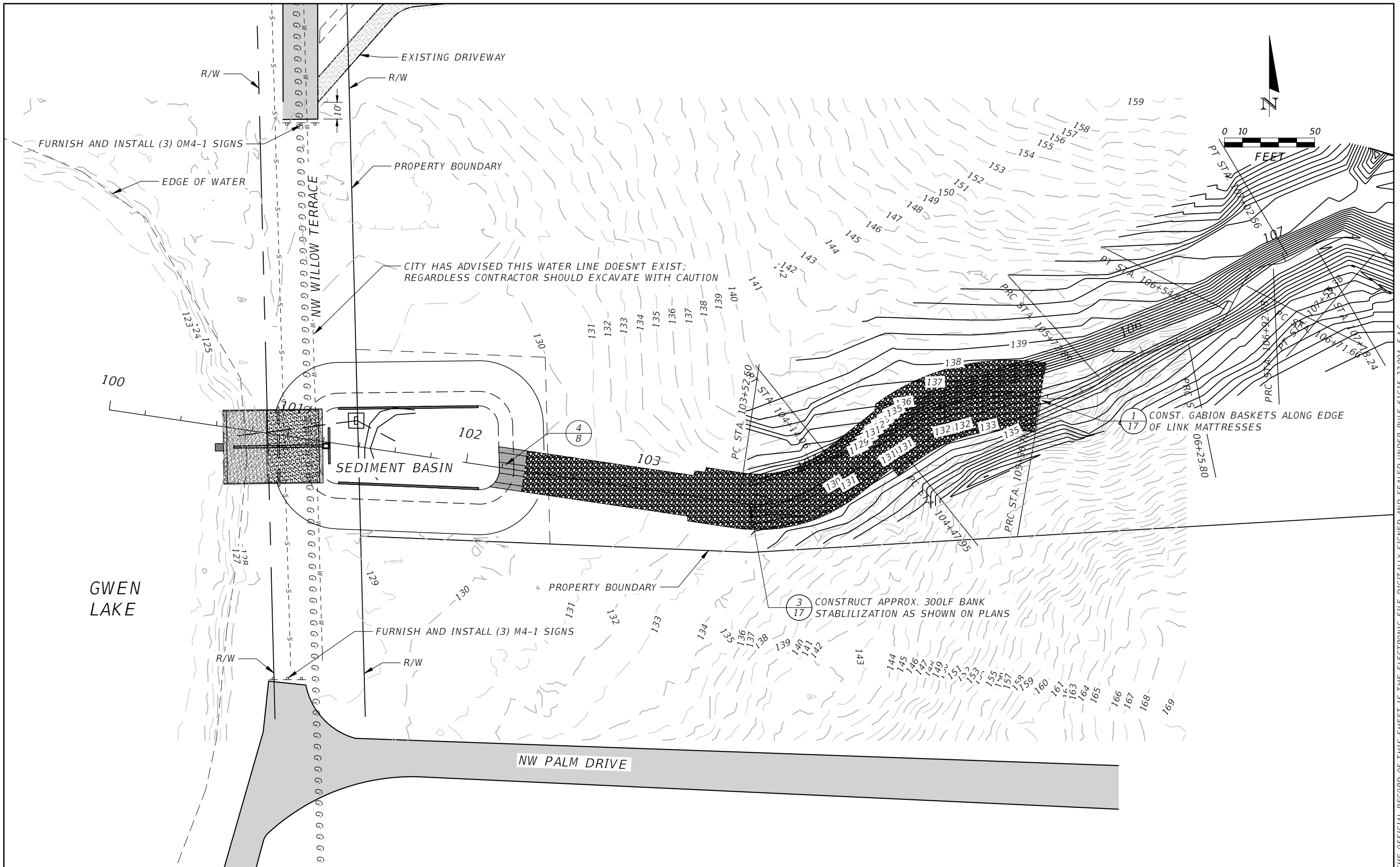
TERRY R. WHITE ,PE
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P.O. BOX 3823
LAKE CITY, FLORIDA 32056
CERTIFICATE OF AUTHORIZATION 29011

CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

DEMOLITION PLAN

SHEET NO.
5

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

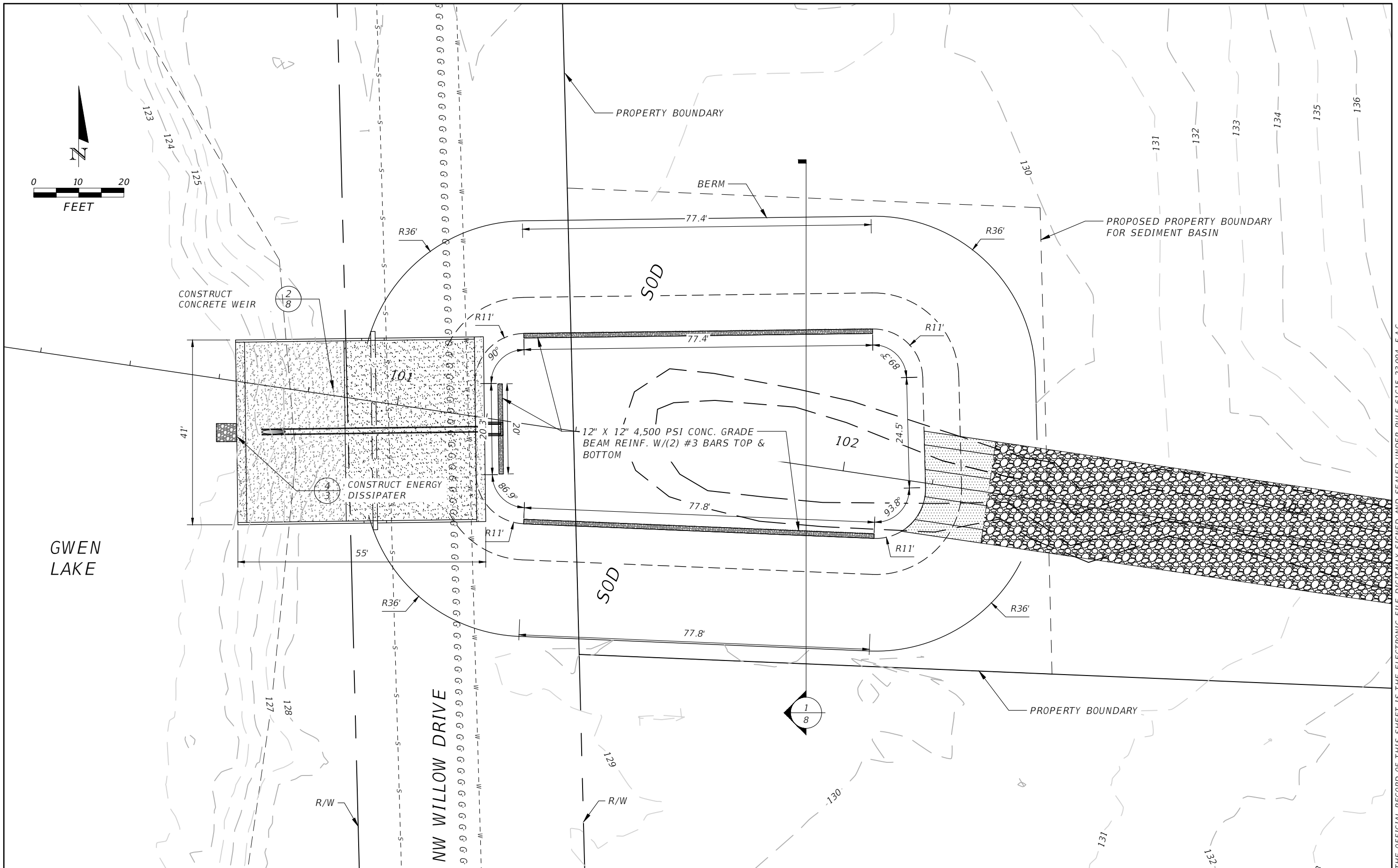
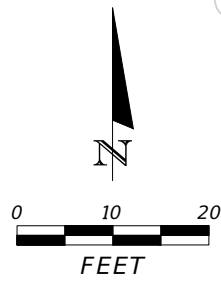
TERRY R. WHITE ,PE
P.E. LICENSE NUMBER 37390
NFPS
P.O. BOX 3823
LAKE CITY, FLORIDA 32056
CERTIFICATE OF AUTHORIZATION 29011

CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

OVERALL SITE PLAN

SHEET NO.
6

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

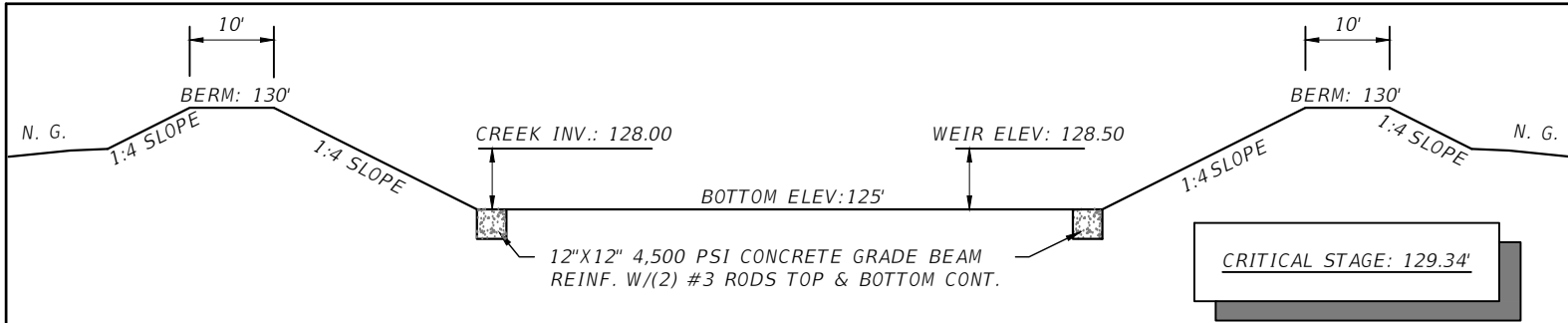
TERRY R. WHITE ,PE
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CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

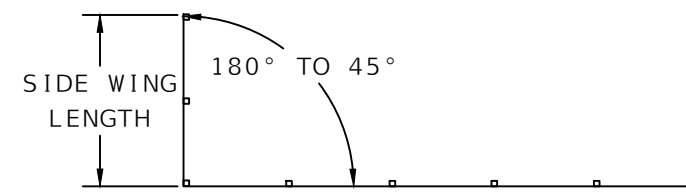
SEDIMENT BASIN SITE PLAN

SHEET NO.
7

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1 SEDIMENT BASIN DETAIL
8 SCALE:NTS

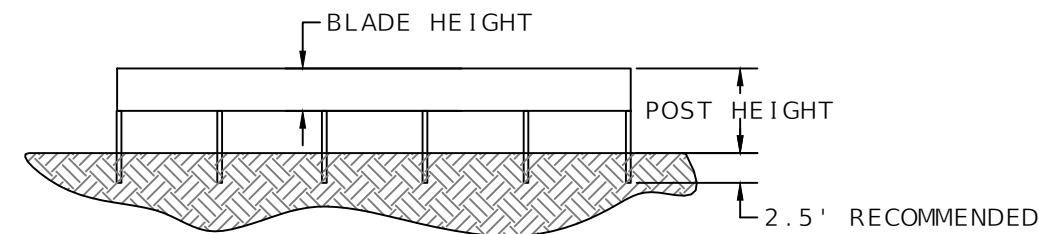
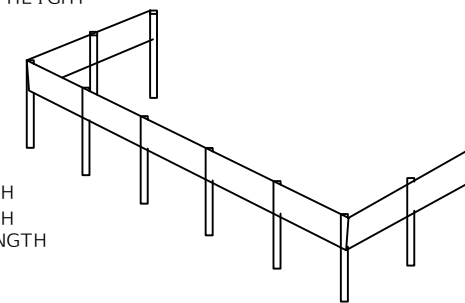


DESCRIPTION:
SIDE WING LENGTH (SWL) x FRONT WIDTH (FW) x SIDE WING LENGTH (SWL) @ ANGLE DEGREE x BLADE HEIGHT (BH)

EX: FPM 24'X75'X24'@ 90° x 2.5 HIGH

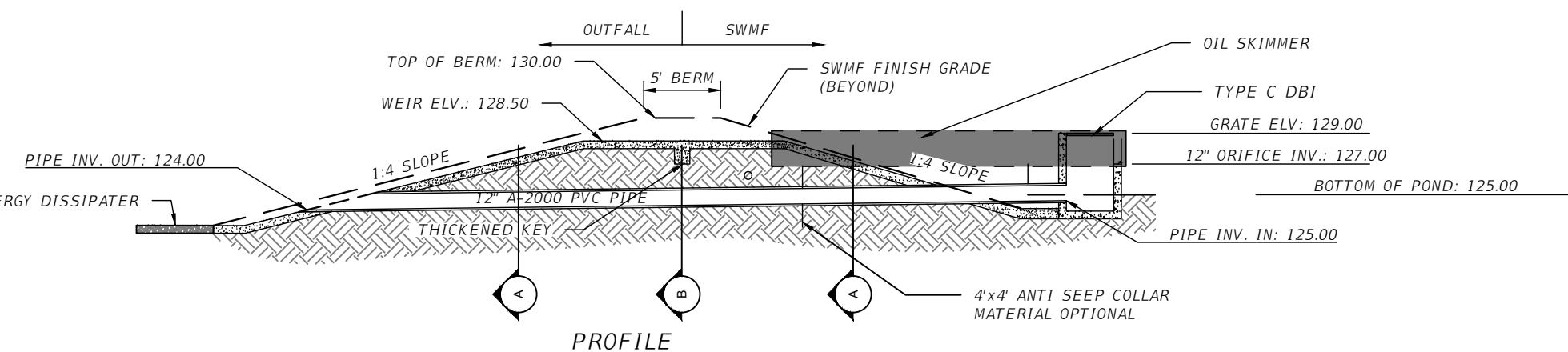
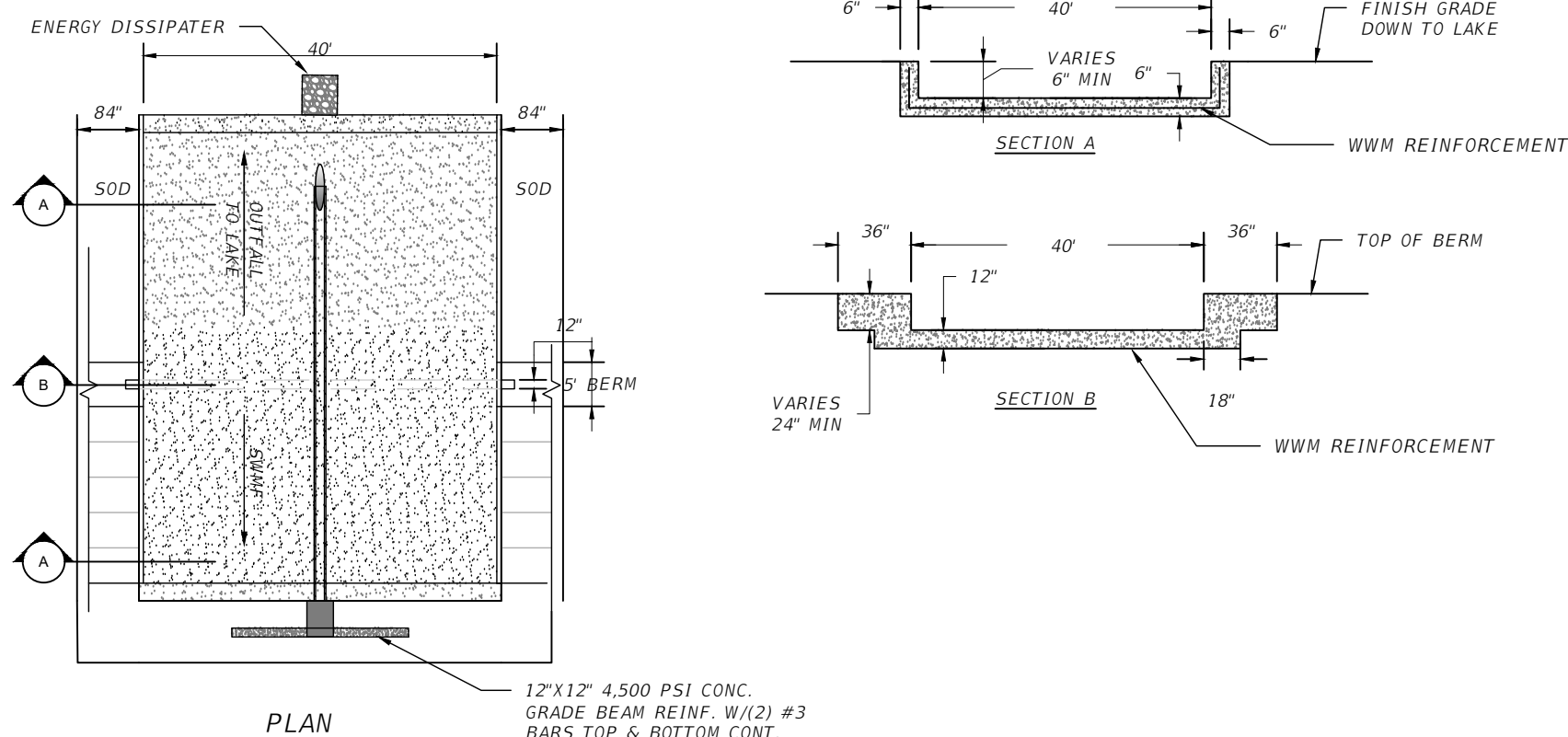
STRUCTURAL POST:

- FIBRE POST - 2 1/2" SQ. x 1/4" WALL x LENGTH
- FIBRE POST - 3" SQ x 1/4" WALL x LENGTH
- ALUMINUM POST - 2" RND. x 1/8" WALL x LENGTH
- ALUMINUM POST - 3" RND. x 1/8" WALL x LENGTH
- GALV. STEEL POST - 2" RND. x SCH 40 x LENGTH

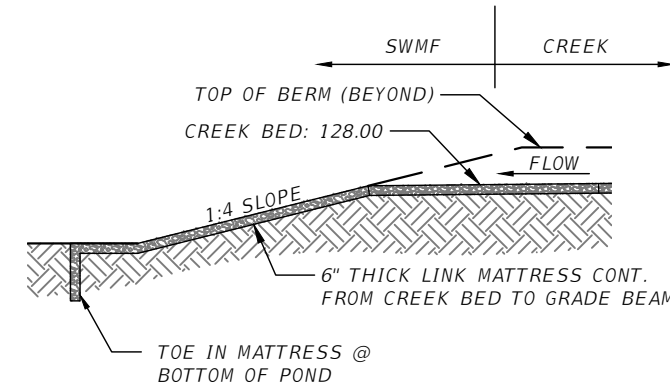


1. SKIMMER SHALL BE ENVIRO GLASKIMER STRUCTURAL FRP AS SUPPLIED BY ENVIRONMENTAL COMPOSITES INC. TAVARES, FL. 32778, PHONE- 352-343-3449 (OR EQUIVALENT).
2. THE WIDTH OF THE FRONT PANEL SHALL BE THE SAME AS THE OUTSIDE DIMENSION ACROSS THE FRONT OF THE STRUCTURE.
3. THE LOCATION OF THE REINFORCING STEEL IN THE SPILLWAY MUST CONFORM TO THE APPLICABLE STANDARDS TO AVOID CONFLICT WITH THE EXPANSION ANCHORS USED TO ATTACH THE SKIMMER.
4. OIL SKIMMER EXTENDS FROM 126.83' TO 129.42'

3 OIL SKIMMER DETAIL
8 SCALE:NTS

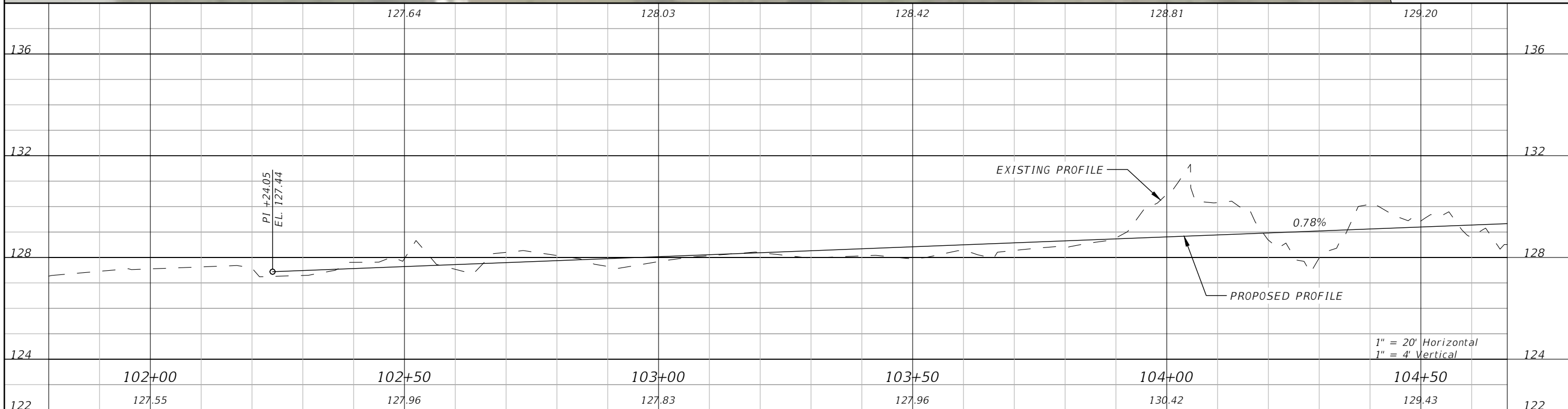
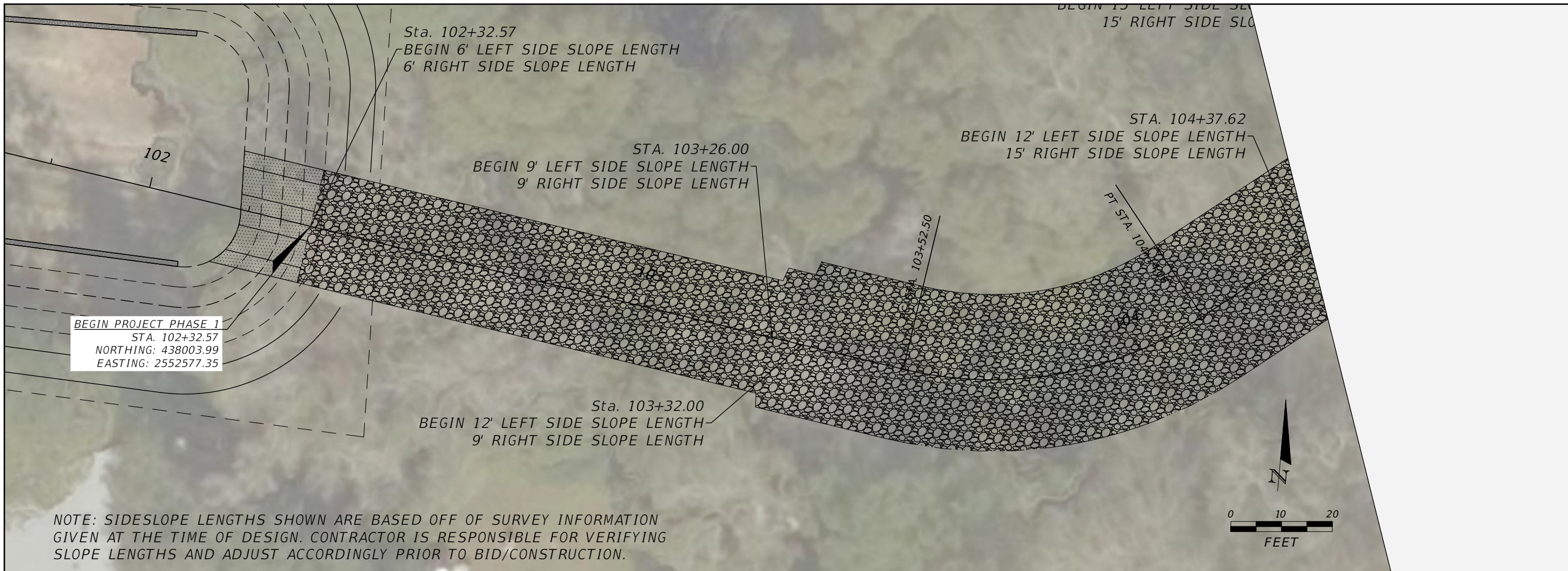


2 WEIR DETAIL
8 SCALE:NTS



4 CREEK ENTRY DETAIL
8 SCALE:NTS

REVISIONS				TERRY R. WHITE ,PE P.E. LICENSE NUMBER 37390 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. 8
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					COLUMBIA			



REVISIONS				TERRY R. WHITE P.E. P.E. LICENSE NUMBER 37390 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. 9
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					COLUMBIA			

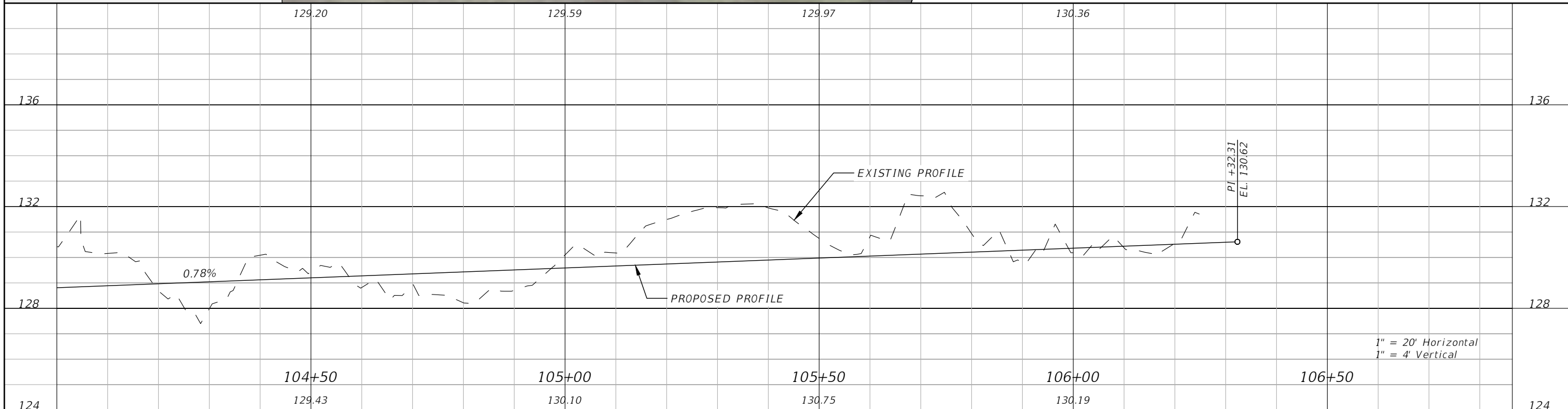
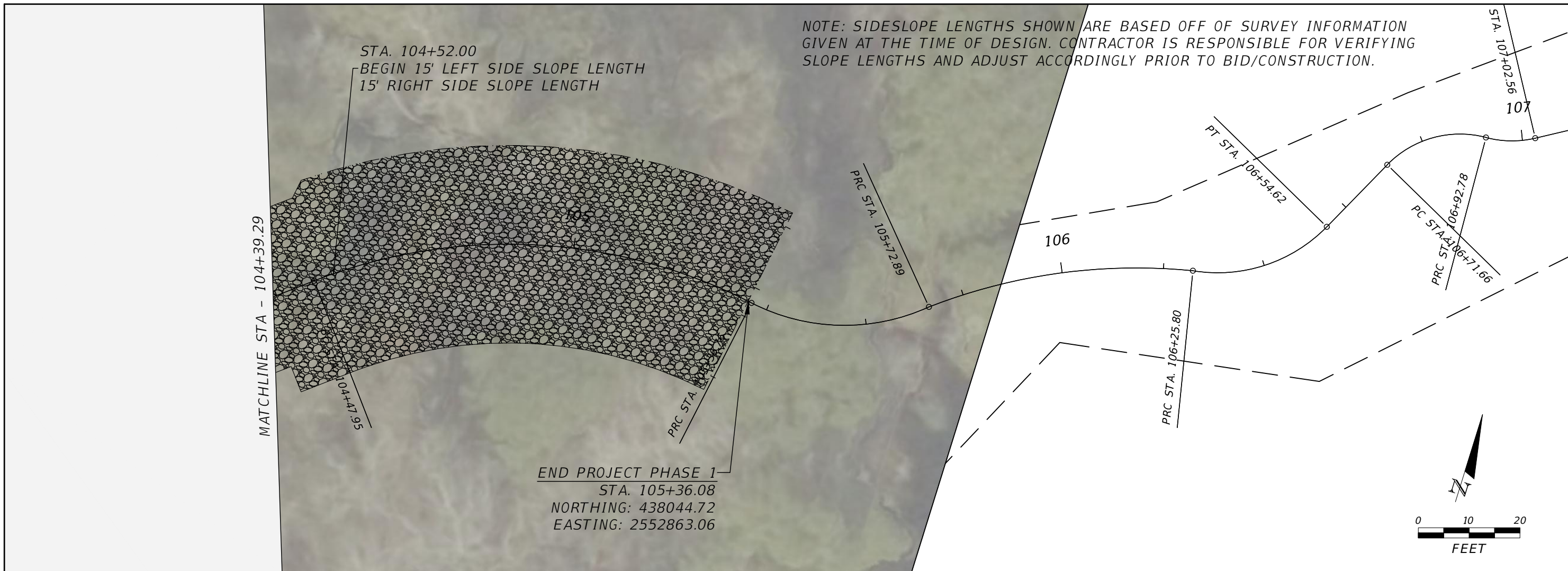
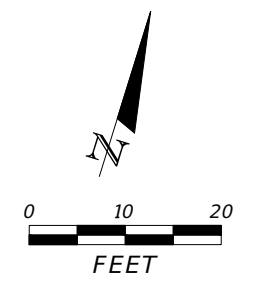
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

NOTE: SIDESLOPE LENGTHS SHOWN ARE BASED OFF OF SURVEY INFORMATION GIVEN AT THE TIME OF DESIGN. CONTRACTOR IS RESPONSIBLE FOR VERIFYING SLOPE LENGTHS AND ADJUST ACCORDINGLY PRIOR TO BID/CONSTRUCTION.

STA. 104+52.00
 BEGIN 15' LEFT SIDE SLOPE LENGTH
 15' RIGHT SIDE SLOPE LENGTH

MATCHLINE STA - 104+39.29

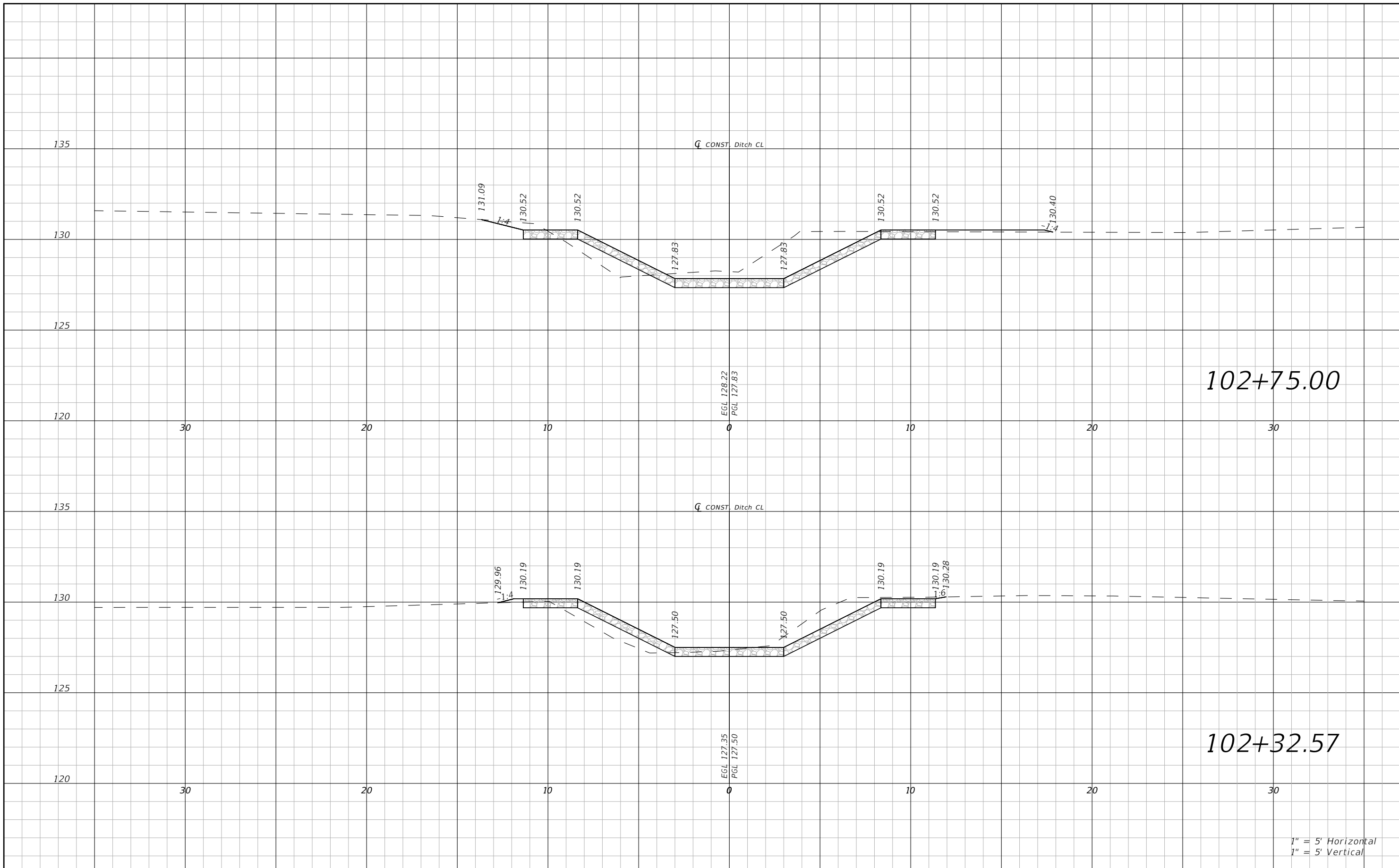
END PROJECT PHASE 1
 STA. 105+36.08
 NORTHING: 438044.72
 EASTING: 2552863.06



1" = 20' Horizontal
 1" = 4' Vertical

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	

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102+75.00

102+32.57

1" = 5' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

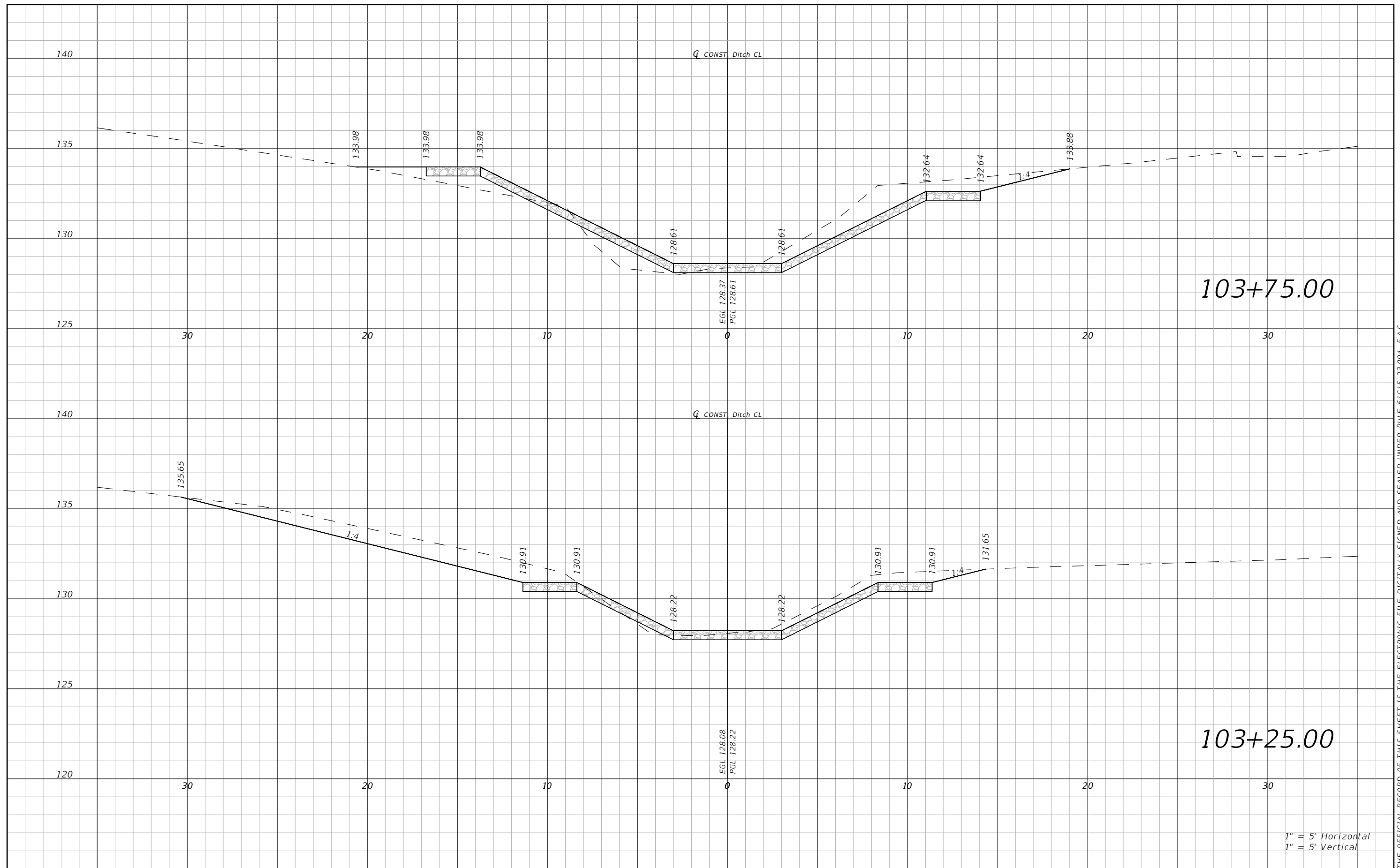
TERRY R. WHITE P.E.
P.E. LICENSE NUMBER 37390
NFPS
P.O. BOX 3823
LAKE CITY, FLORIDA 32056
CERTIFICATE OF AUTHORIZATION 29011

CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

DITCH CROSS SECTIONS

SHEET NO.
11

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103+75.00

103+25.00

1" = 5' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

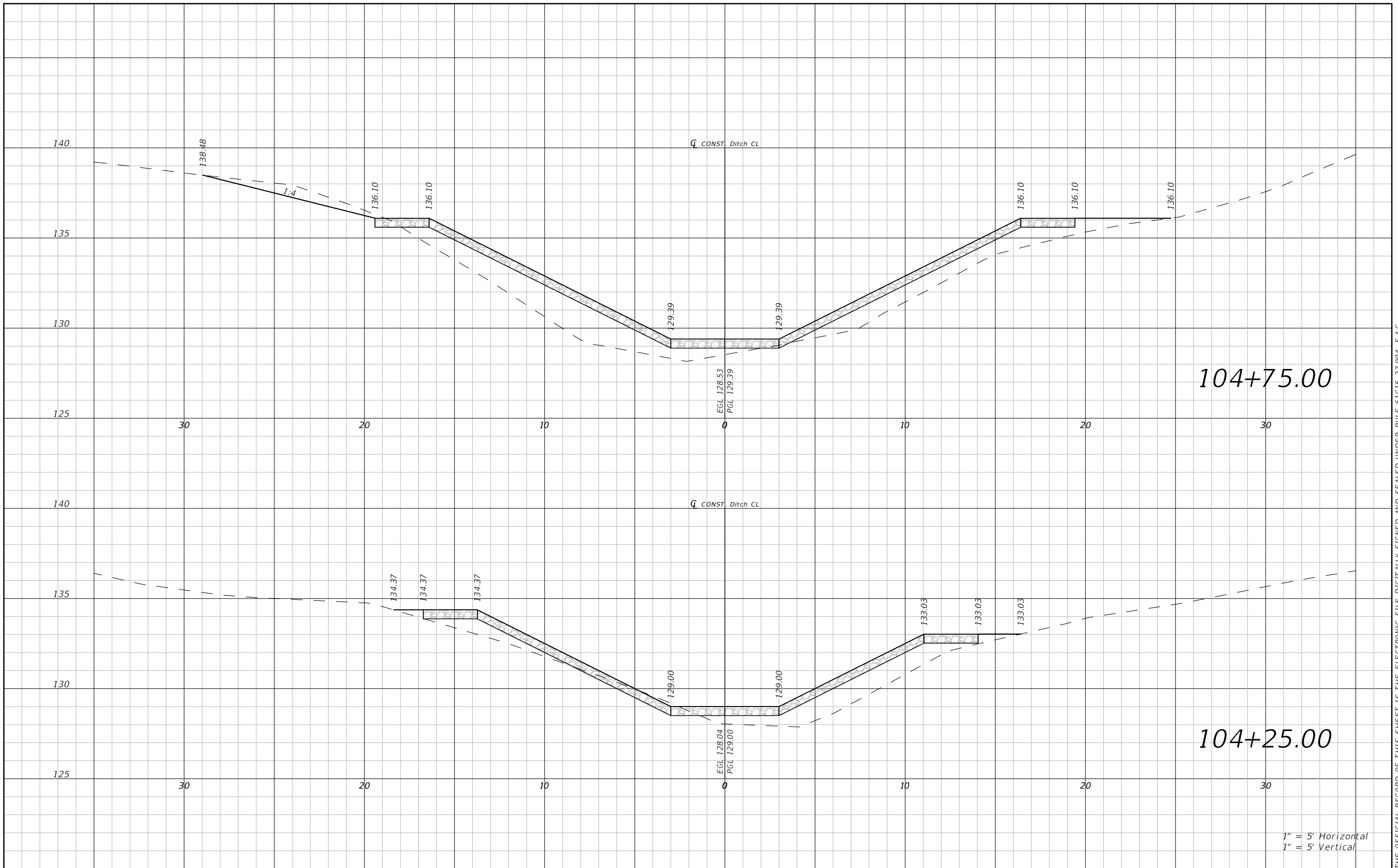
TERRY R. WHITE P.E.
P.E. LICENSE NUMBER 37390
NFPS
P.O. BOX 3823
LAKE CITY, FLORIDA 32056
CERTIFICATE OF AUTHORIZATION 29011

CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

DITCH CROSS SECTIONS

SHEET NO.
12

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

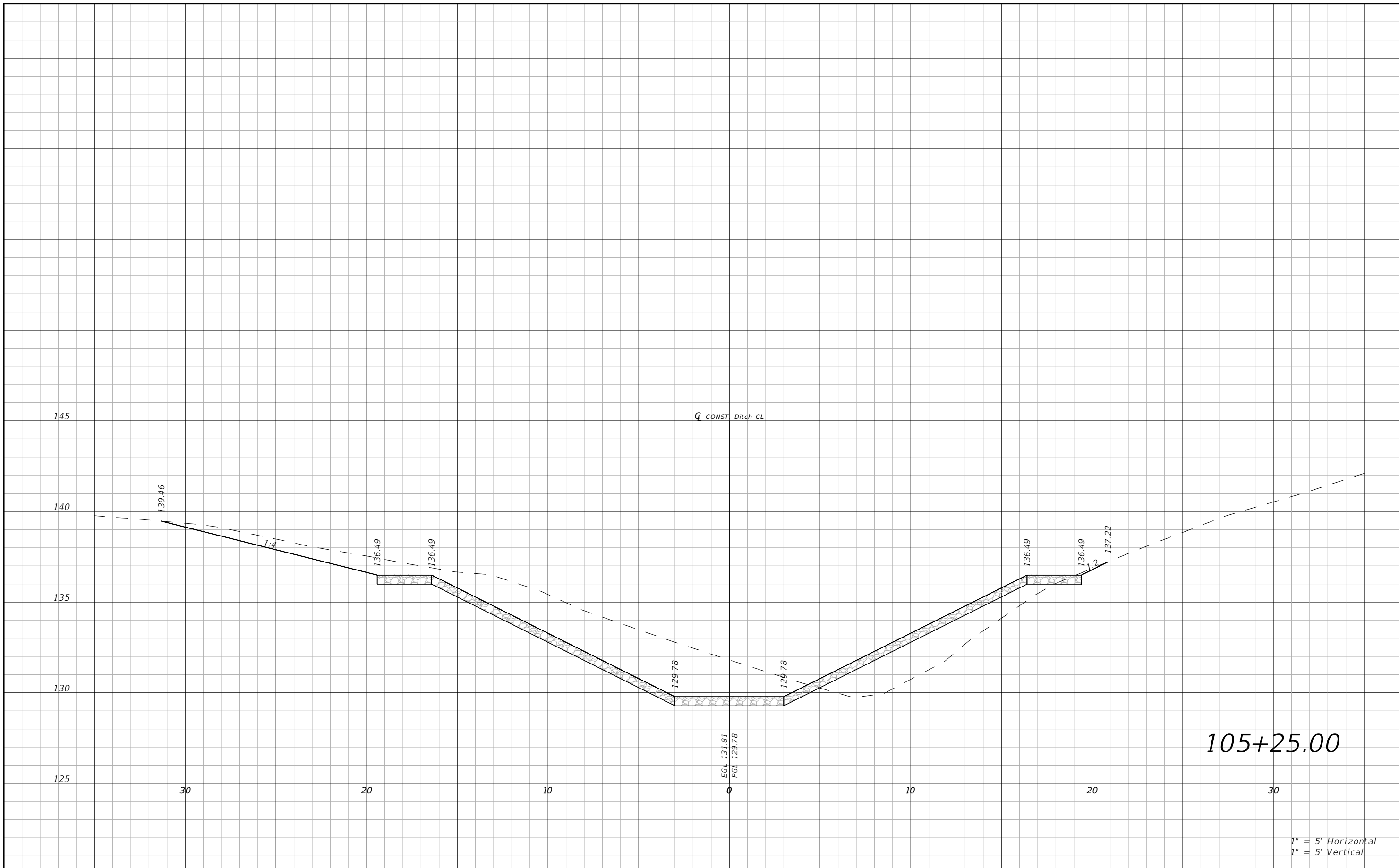
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

TERRY R. WHITE P.E.
P.E. LICENSE NUMBER 37390
NFPS
P.O. BOX 3823
LAKE CITY, FLORIDA 32056
CERTIFICATE OF AUTHORIZATION 29011

CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

DITCH CROSS SECTIONS

SHEET NO.
13



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

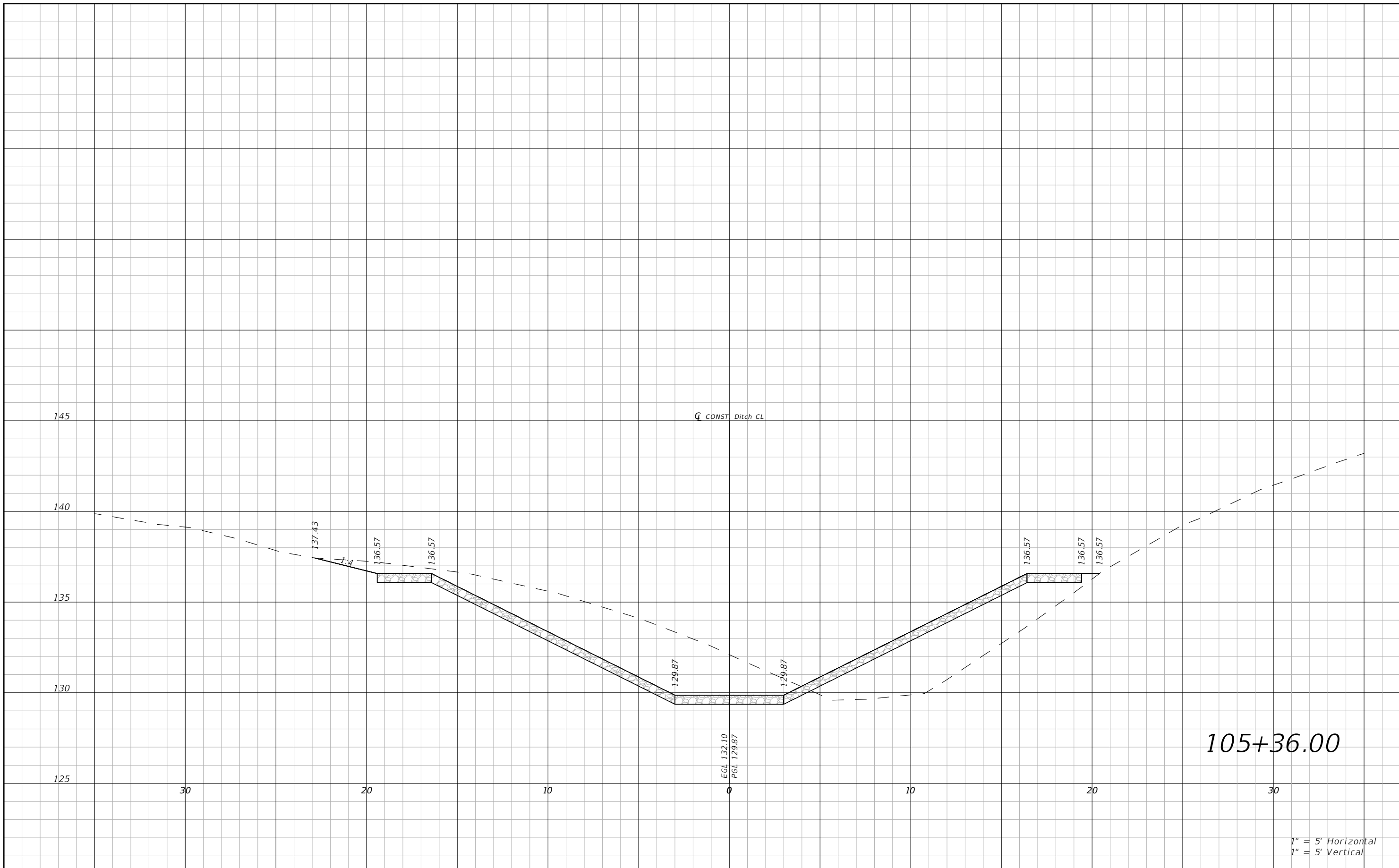
TERRY R. WHITE P.E.
P.E. LICENSE NUMBER 37390
NFPS
P.O. BOX 3823
LAKE CITY, FLORIDA 32056
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CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

DITCH CROSS SECTIONS

SHEET NO.
14

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

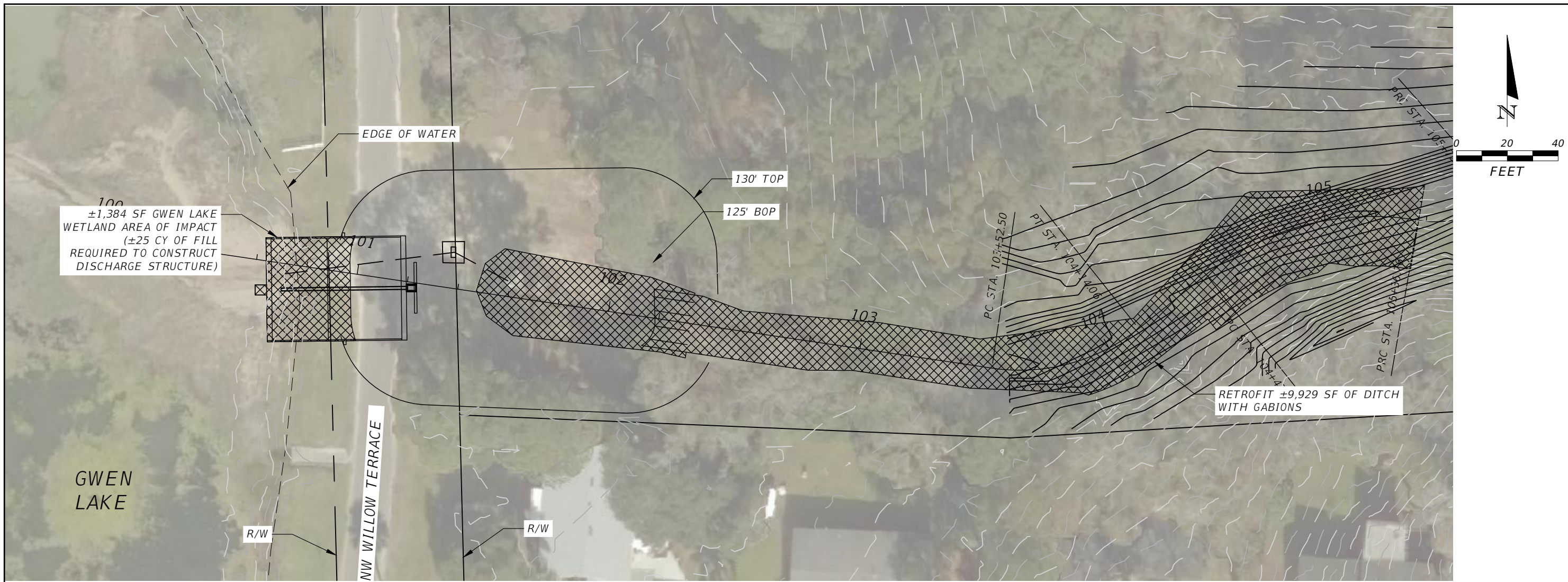
TERRY R. WHITE P.E.
P.E. LICENSE NUMBER 37390
NFPS
P.O. BOX 3823
LAKE CITY, FLORIDA 32056
CERTIFICATE OF AUTHORIZATION 29011


CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

DITCH CROSS SECTIONS

SHEET NO.
15

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 AREA WITHIN DITCH AND LAKE TOB

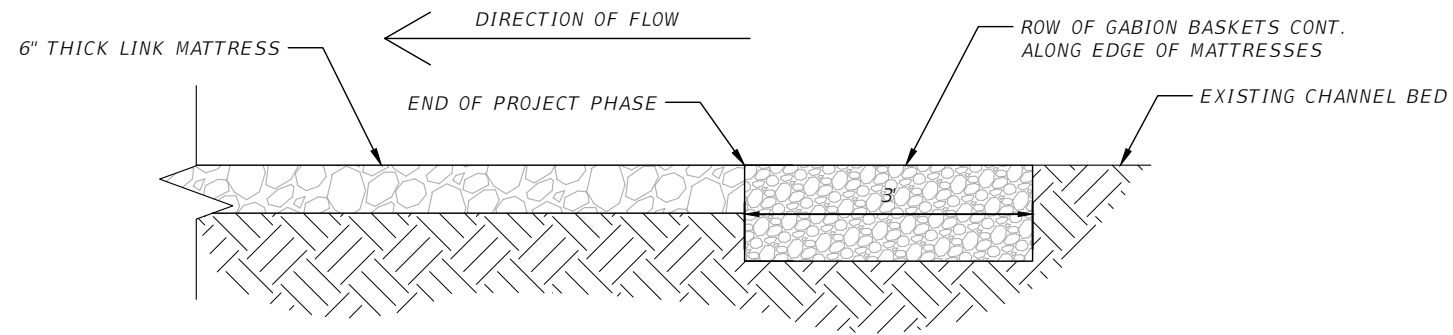
COMPENSATING STORAGE VOLUMES	
PRE-CONSTRUCTION STORAGE:	4,646 CY
POST-CONSTRUCTION STORAGE:	27,040 CY

WETLAND IMPACTS	
AREA:	11,313 SF = 0.26 AC.
CUT:	459 CY
FILL:	227 CY

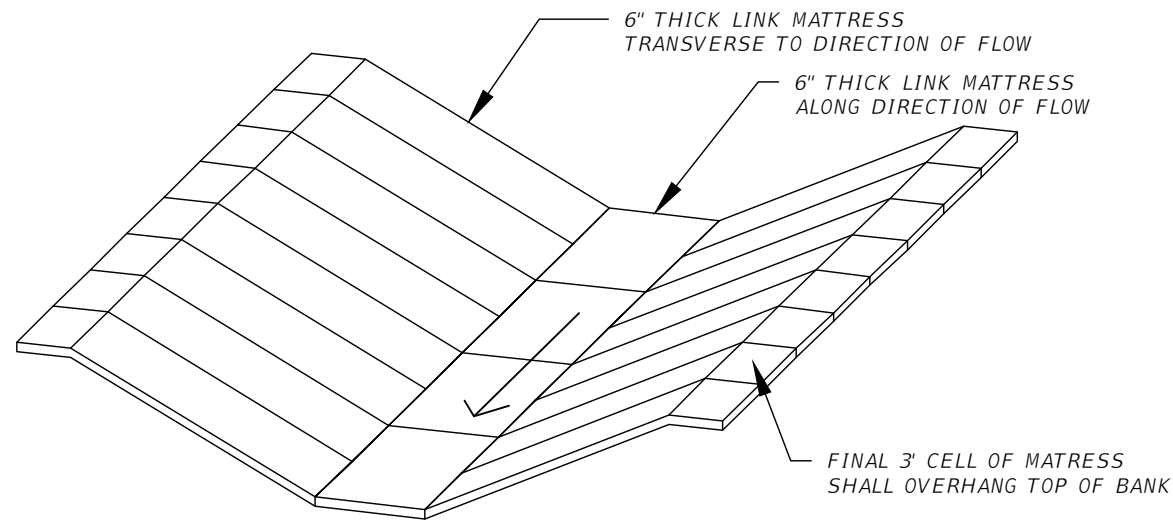
****INFORMATION ON THIS PAGE IS FOR PERMITTING PURPOSES ONLY****

REVISIONS				TERRY R. WHITE ,PE P.E. LICENSE NUMBER 37390 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. 16
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					COLUMBIA			

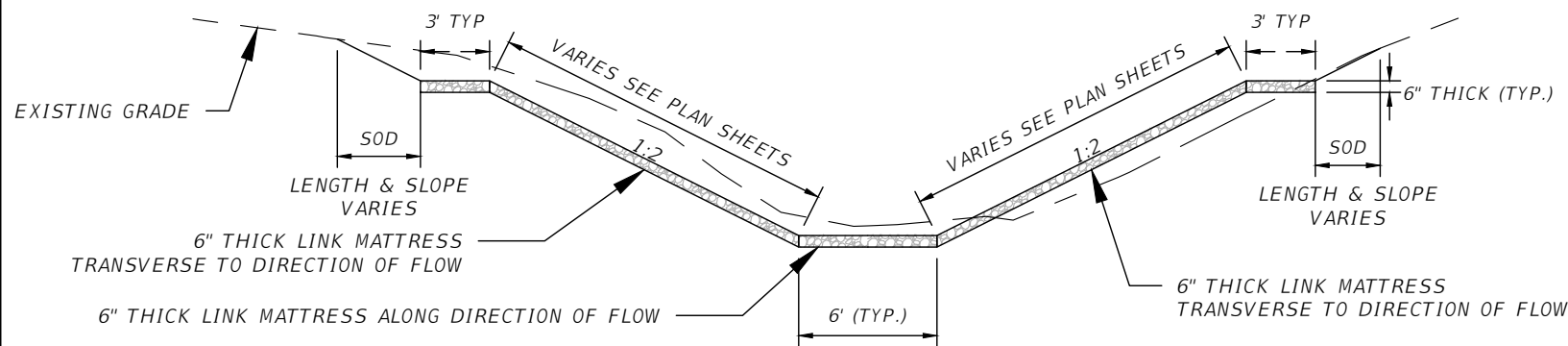
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1
17
END OF REVETMENT PROTECTION DETAIL
SCALE:NTS

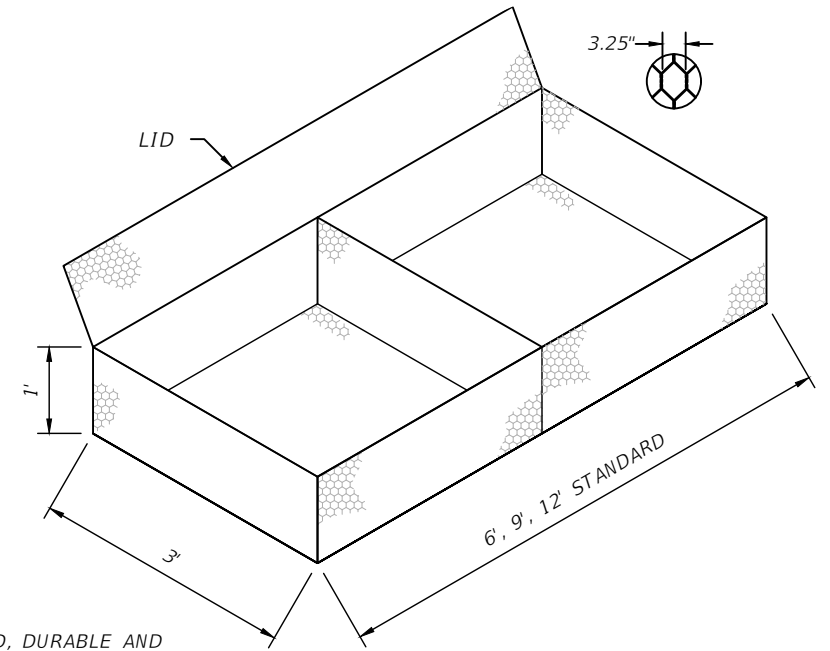


2
17
ARRANGEMENT OF LINK MATTRESSES
SCALE:NTS



NOTE: CONTRACTOR SHALL USE MATTRESS SIZE LONG ENOUGH TO COVER SIDE SLOPE LENGTH AND ALLOW FOR 3 FOOT OVERHANG SECTION AT TOP OF CHANNEL.

3
17
LINK MATTRESS CHANNEL REVETMENT PROTECTION DETAIL
SCALE:NTS



GABION BASKET

FILL ROCK NOTES

1. ROCKS SHALL BE HARD, ANGULAR TO ROUND, DURABLE AND OF SUCH QUALITY THAT THEY SHALL NOT DISINTEGRATE ON EXPOSURE TO WATER OR WEATHERING DURING THE LIFE OF THE STRUCTURE
2. ROCK MAY BE NATURALLY AVAILABLE OR CRUSHED ROCK.
3. CRUSHED CONCRETE IS NOT TO BE USED AS A SUBSTITUTE. PROVIDE GEOTEXTILE FABRIC UNDERLAYMENT.
4. ROCK MAY BE NATURALLY AVAILABLE OR CRUSHED ROCK.
5. CRUSHED CONCRETE IS NOT TO BE USED AS A SUBSTITUTE.
6. PROVIDE GEOTEXTILE FABRIC UNDERLAYMENT.

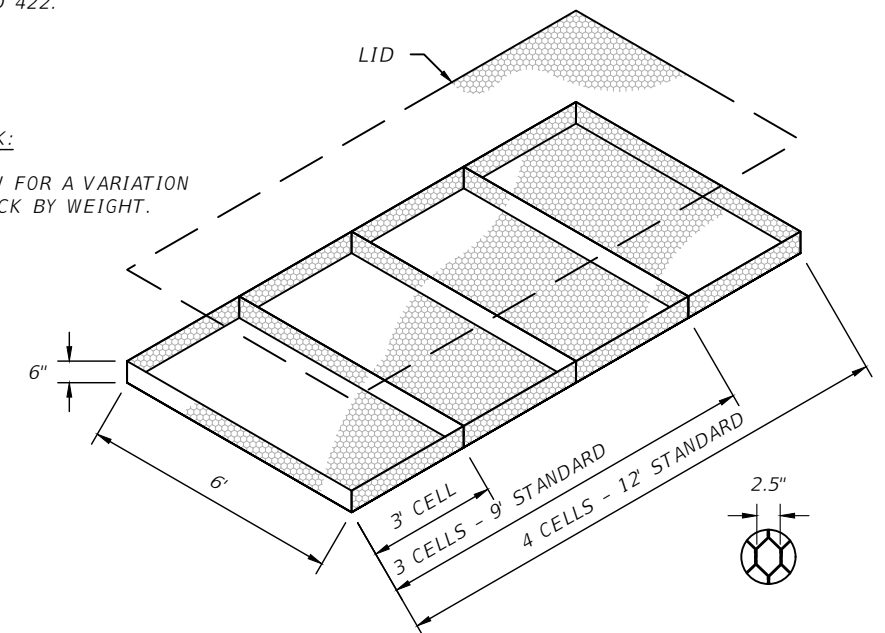
GABION BASKET FILL ROCK:

MEET THE FOLLOWING GRADATION PER ASTM D 422.

SIEVE SIZE:	PERCENT PASSING:
8"	100%
4"	0 TO 5%

RENO MATTRESS FILL ROCK:

3 TO 5 INCHES, RANGE IN SIZE SHALL ALLOW FOR A VARIATION OF 5% OVERSIZE AND/OR 5% UNDERSIZE ROCK BY WEIGHT.



RENO MATTRESS

4
17
GABION BASKET AND RENO MATTRESS DETAIL
SCALE:NTS

REVISIONS				TERRY R. WHITE ,PE P.E. LICENSE NUMBER 37390 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. 17
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	

DETAILS

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GWEN LAKE DRAINAGE IMPROVEMENTS - PHASE 2

NFPS PROJECT ID L181018CLC

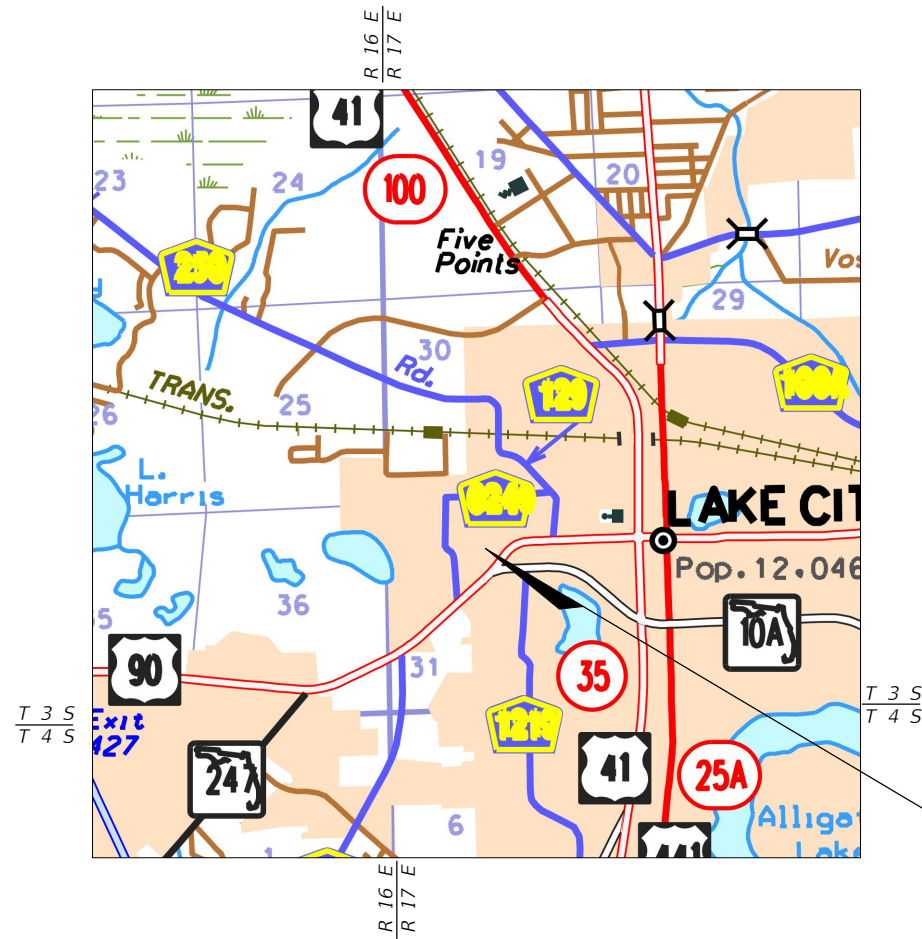
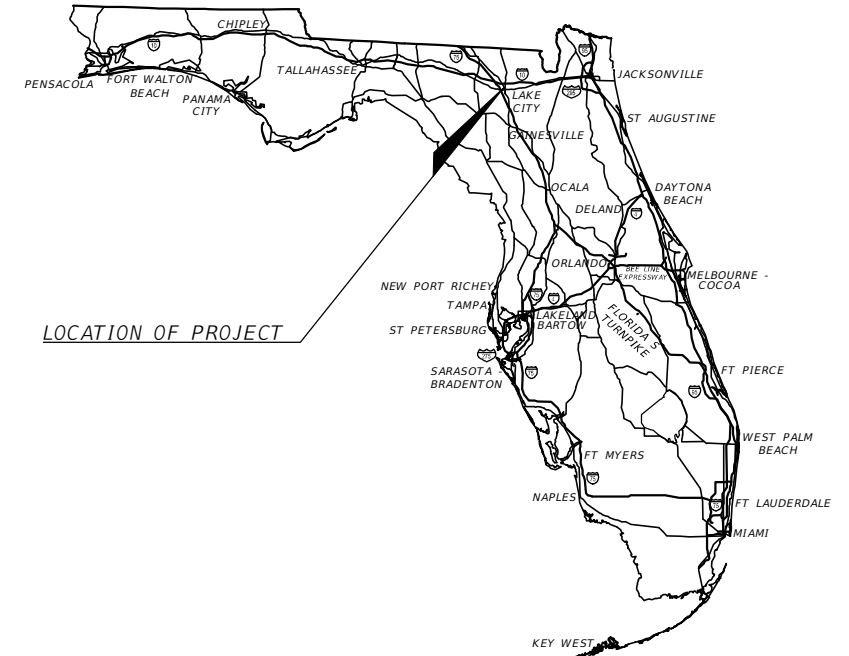
LAKE CITY, FL
SECTION 31, TOWNSHIP 3S, RANGE 17E

PLANS PREPARED FOR:

CITY OF LAKE CITY
205 N. MARION AVE LAKE CITY, FLORIDA 32055
(386) 752-2031

INDEX OF

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
2	GENERAL NOTES
3	EROSION CONTROL NOTES
4	EROSION CONTROL PLAN
5	DEMOLITION PLAN
7	OVERALL SITE PLAN
8 - 9	PLAN & PROFILE SHEET
10 - 15	CROSS SECTION SHEET
17 - 17	DETAILS
18 - 19	DETAILS FROM MANUFACTURER



PROJECT LOCATION

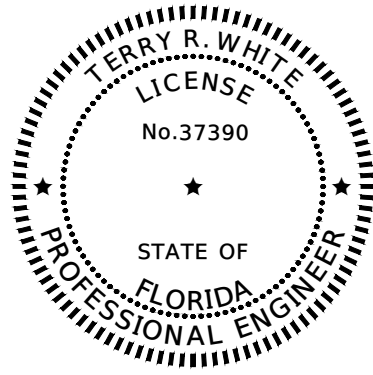
THESE PLANS WERE PREPARED FOR THE CITY OF LAKE CITY

ENGINEER OF RECORD:
TERRY R. WHITE ,PE
P.E. NO.:37390
NORTH FLORIDA PROFESSIONAL SERVICES, INC.
P.O. BOX 3823
LAKE CITY, FLORIDA 32056
CERTIFICATE OF AUTHORIZATION NO.: 29011

PLANS FOR BIDDING PURPOSES ONLY

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	21	1

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THIS DOCUMENT HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED.
THE SIGNATURE MUST BE VERIFIED
IN THE ELECTRONIC DOCUMENTS.

NORTH FLORIDA PROFESSIONAL SERVICES INC.
P.O. BOX 3823
LAKE CITY, FL 32056
CERTIFICATE OF AUTHORIZATION: 29011
TERRY R. WHITE, P.E. NO. 37390

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN
ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

INDEX OF DESIGN PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
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3	GENERAL NOTES
4	EROSION CONTROL NOTES
5	EROSION CONTROL PLAN
6	DEMOLITION PLAN
7	OVERALL SITE PLAN
8 - 9	PLAN & PROFILE SHEET
10 - 15	CROSS SECTION SHEET
16 - 17	DETAILS
18 - 19	DETAILS FROM MANUFACTURER

REVISIONS				TERRY R. WHITE ,PE P.E. LICENSE NUMBER 37390 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. 2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					COLUMBIA		<i>SIGNATURE SHEET</i>	

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE JOB SITE TO INSURE THAT ALL NEW WORK WILL FIT IN THE MANNER INTENDED ON THE PLANS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF SUCH DIFFERENCES IMMEDIATELY AND PRIOR TO PROCEEDING WITH THE WORK.
2. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AS SET FORTH BY THE ISSUED SUWANNEE RIVER WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE PERMIT. THE CONTRACTOR SHALL SUBMIT A NOTICE OF CONSTRUCTION COMMENCEMENT TO THE WATER MANAGEMENT DISTRICT AT LEAST 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
3. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION SITE IN A SECURE MANNER. ALL OPEN TRENCHES AND EXCAVATED AREAS SHALL BE PROTECTED FROM ACCESS BY THE GENERAL PUBLIC.
4. BOUNDARY INFORMATION SHOWN, WAS OBTAINED FROM A BOUNDARY SURVEY PREPARED BY DONALD F. LEE & ASSOCIATES, FLORIDA CERTIFICATE NO. 7042.
5. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE ENGINEER.
6. THE SITE IS LOCATED IN SECTION 31, TOWNSHIP 3 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.
7. THE CONTRACTOR SHALL IMPLEMENT ALL COMPONENTS OF THE EROSION AND SEDIMENTATION CONTROL PLAN PRIOR TO ANY EARTH DISTURBING ACTIVITIES. ALL COMPONENTS SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL ALL VEGETATION IS ESTABLISHED, THE ENTIRE PROJECT AREA IS STABILIZED AND THE OWNER HAS ACCEPTED OPERATION AND MAINTENANCE.
8. ALL SLOPES OF THE STORMWATER BASIN SHALL BE SODDED. ALL OTHER SLOPES 3:1 SHALL BE SODDED AND SLOPES STEEPER THAN 3:1 SHALL BE STAPLED SOD.
9. ALL DISTURBED AREAS NOT SODDED SHALL BE SEEDED WITH A MIXTURE OF LONG-TERM VEGETATION AND QUICK GROWING SHORT-TERM VEGETATION FOR THE FOLLOWING CONDITIONS. FOR THE MONTHS FROM SEPTEMBER THROUGH MARCH, THE MIX SHALL CONSIST OF 70 POUNDS PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF WINTER RYE. FOR THE MONTHS OF APRIL THROUGH AUGUST, THE MIX SHALL CONSIST OF 70 PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF MILLET.
10. EXISTING DRAINAGE STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED.
11. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT AREAS. CONTRACTOR SHALL CONTACT 811 OR 1-800-432-4770 AT LEAST 2 BUSINESS DAYS BEFORE BEGINNING CONSTRUCTION.
12. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS WITHIN PROJECT AREA.

CONTACT PHONE NUMBERS

SERVICE AREA NAME	CONTACT	PHONE NUMBERS	UTILITY TYPE
FLORIDA POWER & LIGHT-COLUMBIA	USIC DISPATCH CENTER	DAY: (800) 788-9140 ALT: (800) 468-8243	ELECTRIC
CITY OF LAKE CITY UTILITIES	MARCIA BULLARD	DAY: (386) 758-5492	WATER, SEWER
LAKE CITY PUBLIC WORKS-TRAFFIC CONTROL	GARY PINKHAM	DAY: (386) 758-5406 ALT: (386) 867-3207	GAS, WATER, SEWER
LAKE CITY NATURAL GAS/PUBLIC WORKS	CURTIS DUDGEON	DAY: (386) 758-5405 ALT: (386) 758-6603	GAS
AT&T / DISTRIBUTION	USIC DISPATCH	DAY (800) 788-9140 x5	TELEPHONE

13. CONTRACTOR SHALL PROVIDE ACTUAL INVERT ELEVATIONS ON ALL DRAINAGE STRUCTURES, INCLUDING CULVERTS, PRIOR TO PLACING ANY BASE MATERIAL. DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER BEFORE CONTINUING WORK.
14. A PRE-CONSTRUCTION MEETING WITH THE GREATER LAKE CITY REGIONAL UTILITY AUTHORITY (GLCRUA) PROJECT INSPECTOR IS REQUIRED PRIOR TO BEGINNING CONSTRUCTION.
15. IF UNSUITABLE MATERIAL IS ENCOUNTERED DURING GRADING, CONTRACTOR SHALL REMOVE UNSUITABLE MATERIAL TO A DEPTH OF 24" BELOW FINISHED GRADE WITHIN THE CONSTRUCTION LIMITS.
16. THE CONTRACTOR SHALL NOTIFY THE CITY AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
17. NO FINAL TESTING OR PRESSURE TESTING WILL BE ACCEPTED UNLESS WITNESSED BY THE CITY'S REPRESENTATIVE.
18. NO WORK SHALL BE PERFORMED ON SUNDAY OR COUNTY RECOGNIZED HOLIDAY WITHOUT A WRITTEN APPROVAL FROM THE COUNTY ADMINISTRATOR.
19. CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY MEETING THE REQUIREMENTS OF CHAPTER 61G17 F.A.C. FOR THE STORMWATER MANAGEMENT SYSTEMS. INCLUDE HORIZONTAL AND VERTICAL DIMENSIONAL DATA SO THAT IMPROVEMENTS ARE LOCATED AND DELINEATED RELATIVE TO THE BOUNDARY. PROVIDE SUFFICIENT DETAILED DATA TO DETERMINE WHETHER THE IMPROVEMENTS WERE CONSTRUCTED IN ACCORDANCE WITH THE PLANS. A COPY OF THE AS-BUILT SURVEY (IN PAPER AND DIGITAL AUTOCAD FORMAT) MUST BE SUBMITTED TO THE CITY OF LAKE CITY AND THE ENGINEER.
20. THE CONTRACTOR SHALL SUBMIT A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM NOTICE OF INTENT ALONG WITH SUPPORTING DOCUMENTATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMIT FEES.
21. IF DURING CONSTRUCTION OR OPERATION OF THE STORM WATER MANAGEMENT SYSTEM, A STRUCTURAL FAILURE IS OBSERVED THAT HAS THE POTENTIAL TO CAUSE THE DIRECT DISCHARGE OF SURFACE WATER INTO THE FLORIDIAN AQUIFER SYSTEM, CORRECTIVE ACTIONS DESIGNED OR APPROVED BY A REGISTERED PROFESSIONAL SHALL BE TAKEN AS SOON AS PRACTICAL TO CORRECT THE FAILURE. A REPORT PREPARED BY A REGISTERED PROFESSIONAL MUST BE PROVIDED AS SOON AS PRACTICAL TO THE DEPARTMENT FOR REVIEW AND APPROVAL THAT PROVIDES REASONABLE ASSURANCE THAT THE BREACH WILL BE PERMANENTLY CORRECTED.
22. CONTRACTOR SHALL MAINTAIN MAILBOXES DURING CONSTRUCTION. MAILBOXES SHALL BE RELOCATED AS NECESSARY.
23. THE ALIGNMENT AND STATIONING USED IN THESE PLANS IS BASED ON A BEST-FIT LINE OF THE EXISTING CENTER OF PAVEMENT, USING DIGITIZED AERIALS. THE ALIGNMENT IS FOR ESTABLISHING RELATIVE LOCATION REFERENCE ONLY.
22. THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION) AND THE F.D.O.T. STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION), AWWA SPECIFICATIONS, AND THE CITY OF LAKE CITY DEVELOPMENT STANDARDS UNLESS OTHERWISE NOTED.

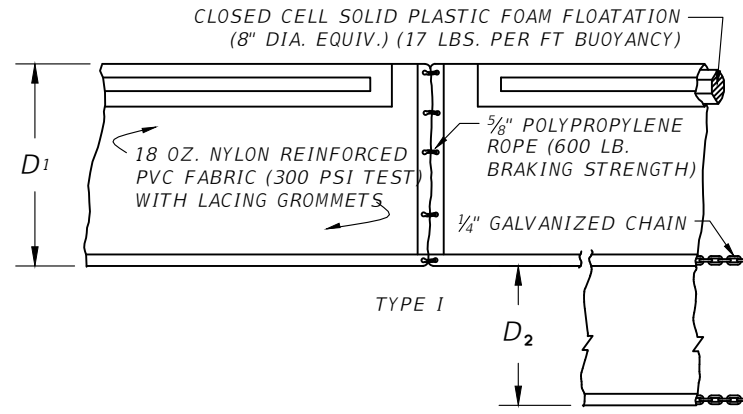
PAY ITEM NOTES

- 0102 1 - MAINTENANCE OF TRAFFIC - INCLUDES ALL ELEMENTS REQUIRED FOR THE TRAFFIC CONTROL PLAN, CONSTRUCTION STAKEOUT, AND INCLUDES TEMPORARY CENTERLINE DELINEATION AND STOP BARS PLACED AT ALL NON-WORKING TIMES.
- 0104 10 3 - SEDIMENT BARRIER - INCLUDES SYNTHETIC BALES, STAKED SILT FENCE, AND OTHER ITEMS NECESSARY TO MINIMIZE EROSION AND PREVENT SEDIMENT FROM LEAVING THE PROJECT LIMITS AND/OR ENTERING INLETS & CULVERTS. QUANTITY IS ESTIMATED, AND WILL ONLY BE PLACED AT DIRECTION OF ENGINEER.
- 0110 2 1 - CLEARING & GRUBBING - INCLUDES BUT IS NOT LIMITED TO REMOVAL OF ALL PAVEMENT, PIPE, EXISTING STRUCTURES, VEGETATION, OR ANY OTHER DEMOLITION REQUIRED FOR THE PROJECT.
- 0120 1 - REGULAR EXCAVATION - INCLUDES ALL EARTH MOVING ACTIVITIES NECESSARY FOR CONSTRUCTION OF THE PROJECT INCLUDING THE CULVERT REMOVAL AND TREE REMOVAL.
- 0570 1 1 - PERFORMANCE TURF - INCLUDES DRESSING SHOULDERS; AND ALL SEED AND MULCHING REQUIRED FOR PROJECT. CONTRACTOR SHALL MAINTAIN ANY AREAS OF EROSION. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AS NEEDED.
- 999 001 - INCLUDES ALL MATERIALS REQUIRED TO INSTALL RENO MATTRESS PER MANUFACTURER'S SPECIFICATIONS. FILL ROCK FOR MATTRESS SHALL ALSO BE INCLUDED UNDER THIS PAY ITEM.
- 999 002 - INCLUDES ALL MATERIALS REQUIRED TO INSTALL GABION BASKETS PER MANUFACTURER'S SPECIFICATIONS. FILL ROCK FOR BASKETS SHALL ALSO BE INCLUDED UNDER THIS PAY ITEM.
- 999 003 - INCLUDES ALL MATERIALS REQUIRED TO CONSTRUCT GRADE BEAM PER DETAIL.

REVISIONS				TERRY R. WHITE ,PE P.E. LICENSE NUMBER 37390 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. 3
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					COLUMBIA			

EROSION CONTROL NOTES

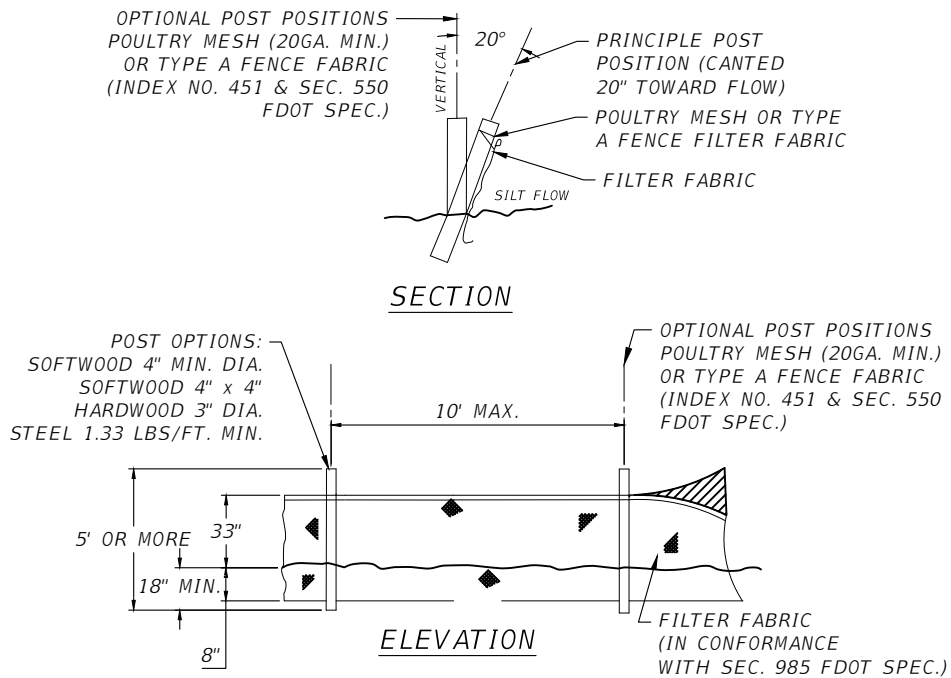
1. THIS EROSION AND SEDIMENTATION CONTROL PLAN COMPLIES WITH THE REQUIREMENTS OF THE "FLORIDA DEVELOPMENT MANUAL" AND THE "FLORIDA EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL".
2. THE CONTRACTOR SHALL ADHERE TO THE CITY OF LAKE CITY, SRWMD, AND OTHER GOVERNING AUTHORITIES FOR EROSION AND SEDIMENT CONTROL REGULATIONS. IF THE CONTRACTOR NEEDS TO CHANGE THIS PLAN TO MORE EFFECTIVELY CONTROL EROSION AND SEDIMENTATION, THE CONTRACTOR SHALL USE BMP'S FROM THE "FLORIDA EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL".
3. THE CONTRACTOR SHALL ADJUST AND REVISE THIS PLAN TO MEET ACTUAL FIELD CONDITIONS. ANY REVISIONS SHALL BE APPROVED BY THE REVIEWING AGENCIES.
4. SEDIMENT AND EROSION CONTROL FACILITIES, STORM DRAINAGE FACILITIES AND DETENTION BASINS SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
5. EROSION CONTROL MEASURES SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL OF 0.5 INCHES OR GREATER, AND REPAIRED OR REPLACED AS NECESSARY.
6. SEDIMENT AND EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION IS COMPLETE AND UNTIL A PERMANENT GROUND COVER HAS BEEN ESTABLISHED.
7. ALL OPEN DRAINAGE SWALES SHALL BE GRASSED AND RIPRAP SHALL BE PLACED AS REQUIRED TO CONTROL EROSION.
8. SILT FENCES SHALL BE LOCATED ON SITE TO PREVENT SEDIMENT AND EROSION FROM LEAVING PROJECT LIMITS.
9. CONTRACTOR SHALL PLACE A DOUBLE ROW OF SILT FENCE IN AREAS WHERE RUNOFF FROM DISTURBED AREAS MAY ENTER WETLANDS.
10. DURING CONSTRUCTION AND AFTER CONSTRUCTION IS COMPLETE, ALL STRUCTURES SHALL BE CLEANED OF ALL DEBRIS AND EXCESS SEDIMENT.
11. ALL GRADED AREAS SHALL BE STABILIZED IMMEDIATELY WITH A TEMPORARY FAST-GROWING COVER AND/OR MULCH.
12. A PAD OF RUBBLE RIP RAP SHALL BE PLACED AT THE BOTTOM OF ALL COLLECTION FLUMES AND COLLECTION PIPE OUTLETS. GRANITE OR LIMESTONE RIPRAP IS REQUIRED, NO BROKEN CONCRETE WILL BE ACCEPTED.
13. ALL SIDE SLOPES STEEPER THAN 3:1 SHALL BE ADEQUATELY PROTECTED FROM EROSION THROUGH THE USE OF SYNTHETIC BALES OR SODDING.
14. ALL STABILIZATION PRACTICES SHALL BE INITIATED AS SOON AS PRACTICABLE IN AREAS OF THE JOB WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY STOPPED, BUT IN NO CASE SHALL THE DISTURBED AREA BE LEFT UNPROTECTED FOR MORE THAN SEVEN DAYS.
15. ALL WASTE GENERATED ON THE PROJECT SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY CONTRACTOR.
16. LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPS.
17. EXCESS DIRT SHALL BE REMOVED DAILY.
18. THIS PROJECT SHALL COMPLY WITH ALL WATER QUALITY STANDARDS. PERMIT REQUIRED FROM SRWMD HAS BEEN OBTAINED.
19. QUALIFIED PERSONNEL SHALL INSPECT THE AREA USED FOR STORAGE OF STOCKPILES, THE SILT FENCE AND STRAW BALES, THE LOCATION WHERE VEHICLES ENTER OR EXIT THE SITE, AND THE DISTURBED AREAS THAT HAVE NOT BEEN FINALLY STABILIZED, AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM OF 0.5 INCHES OR GREATER.
20. SITES THAT HAVE BEEN FINALLY STABILIZED WITH SOD OR GRASSING SHALL BE INSPECTED AT LEAST ONCE EVERY WEEK.



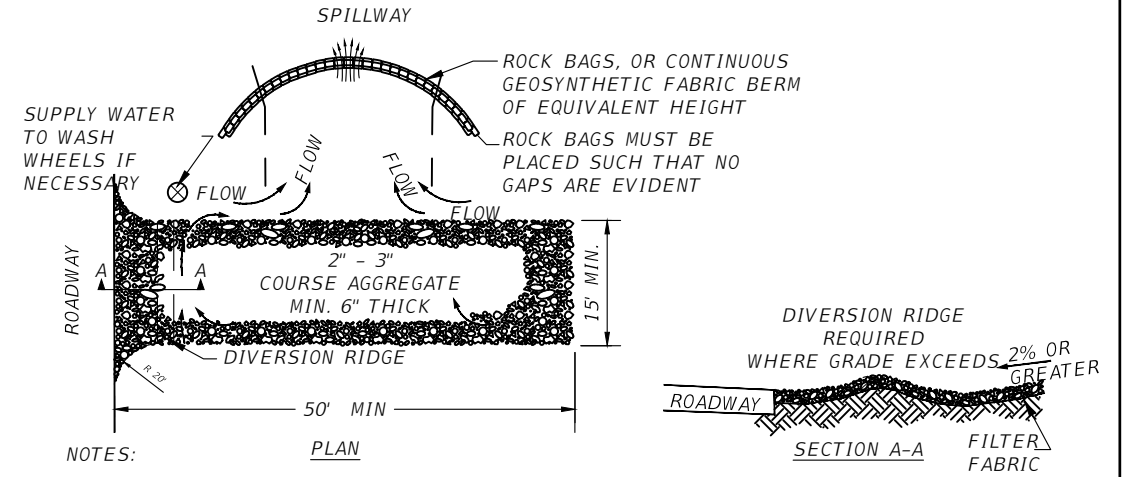
$D_1=5'$ STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).
 $D_2=5'$ STD. (ADDITIONAL PANEL FOR DEPTHS GREATER THAN 5').
 CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO(2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

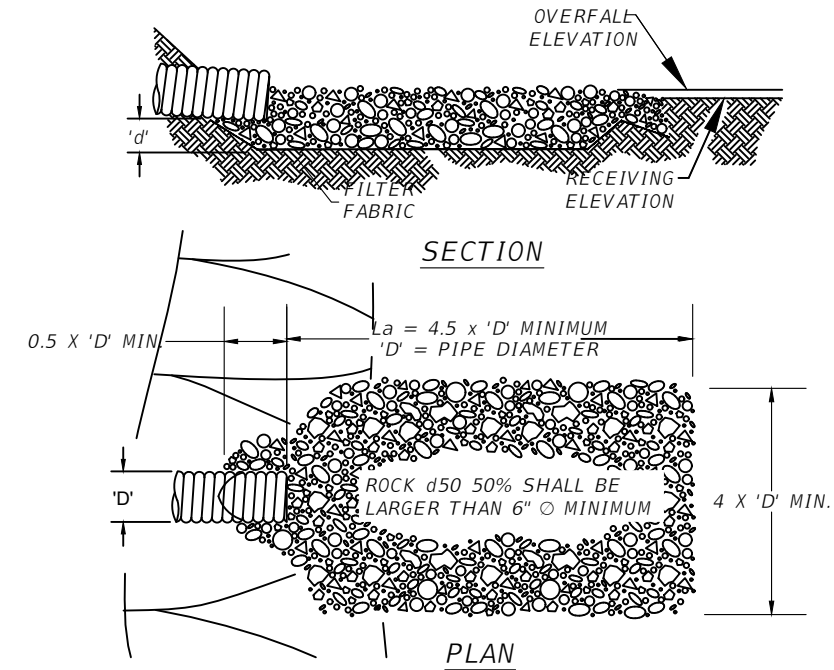
1 FLOATING TURBIDITY BARRIER
4 SCALE:NTS



3 TYPE IV SILT FENCE
4 SCALE:NTS

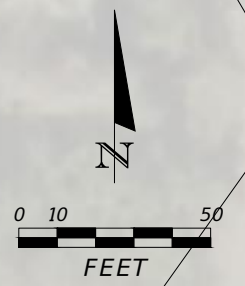
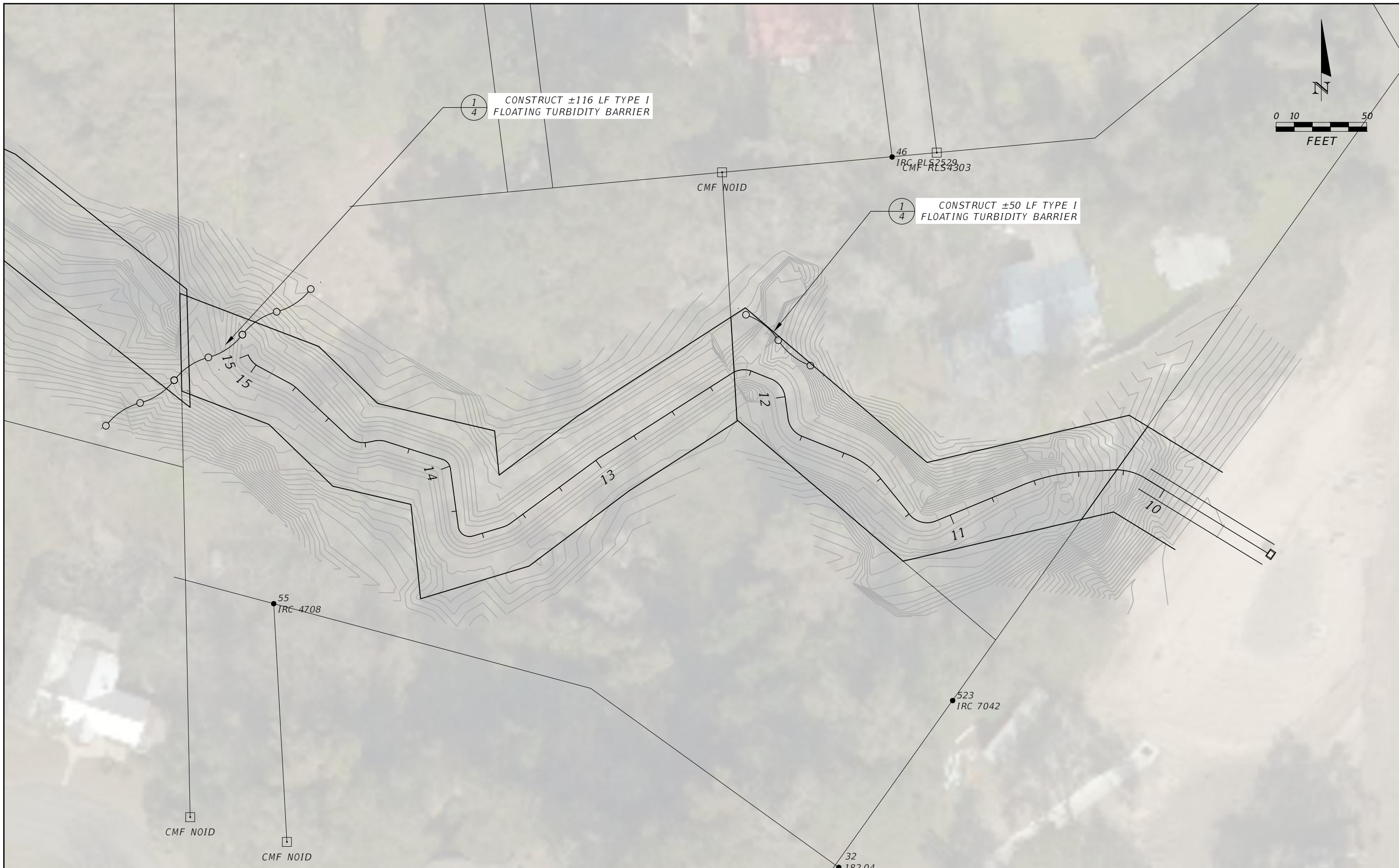


2 TEMPORARY CONSTRUCTION ENTRANCE
4 SCALE:NTS



4 ENERGY DISSIPATER DETAIL
4 SCALE:NTS

REVISIONS				TERRY R. WHITE ,PE P.E. LICENSE NUMBER 37390 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. 4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					COLUMBIA		EROSION CONTROL NOTES	

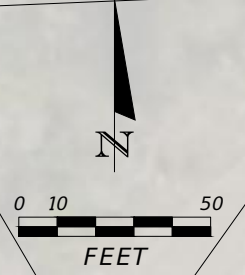


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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		5

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REMOVE TREES AND EXCAVATE
EXISTING CREEK AS NEEDED FOR
APPROX. 500LF BANK STABILIZATION

REMOVE ALL RIP-RAP



55
IRC 4708
CMF NOID
CMF NOID

RND CMF
46
IRC PLS2529
CMF RLS4303
CMF NOID

523
IRC 7042
32
182.04
IRC 4708



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

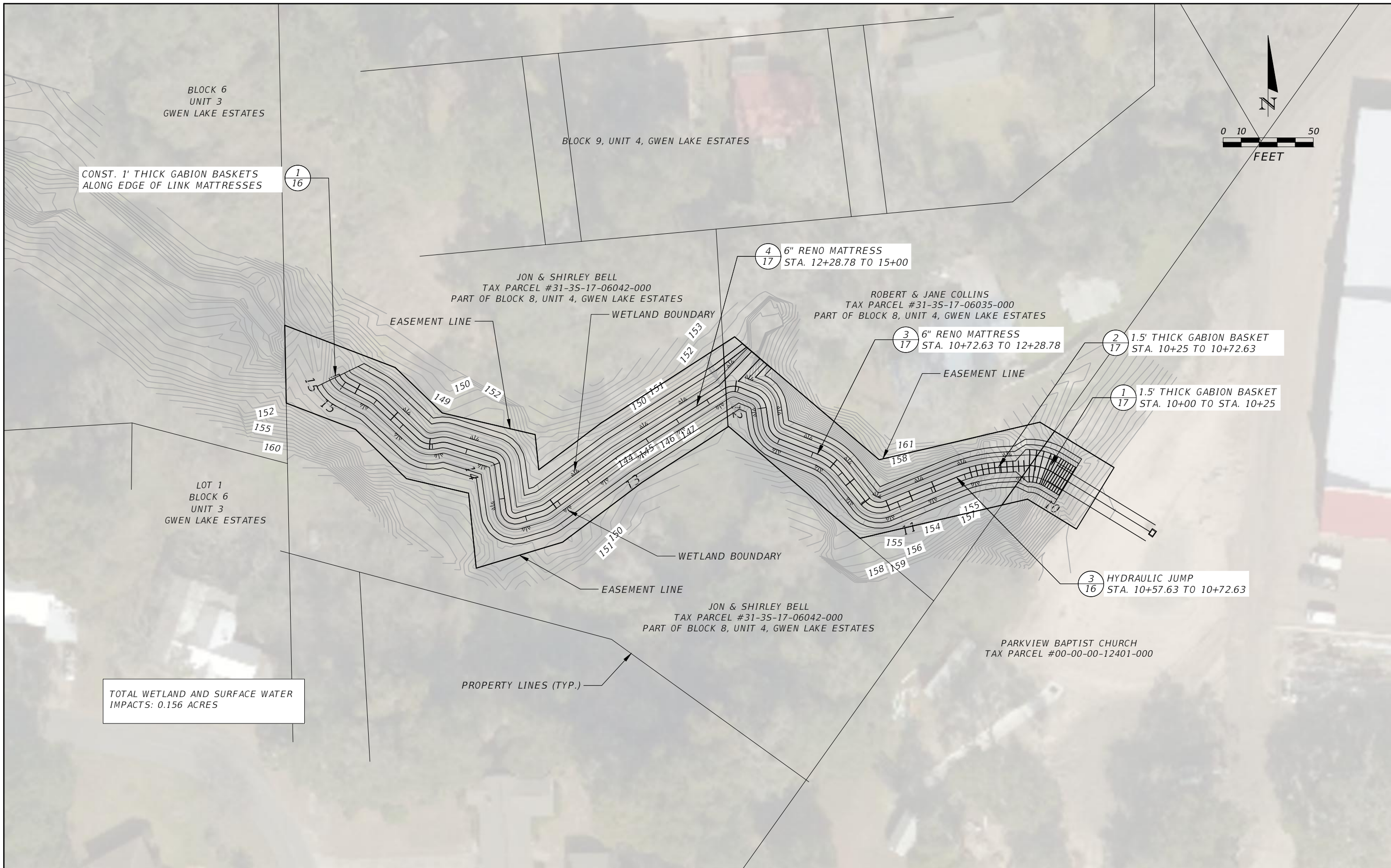
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CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

DEMOLITION PLAN

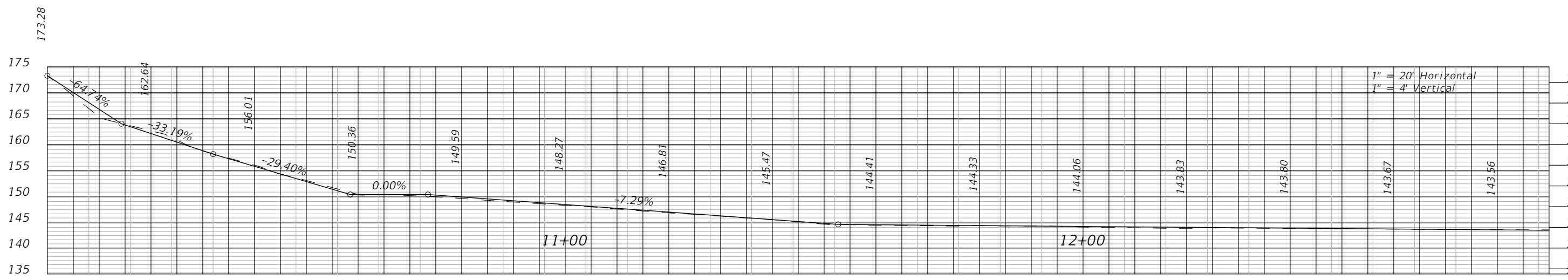
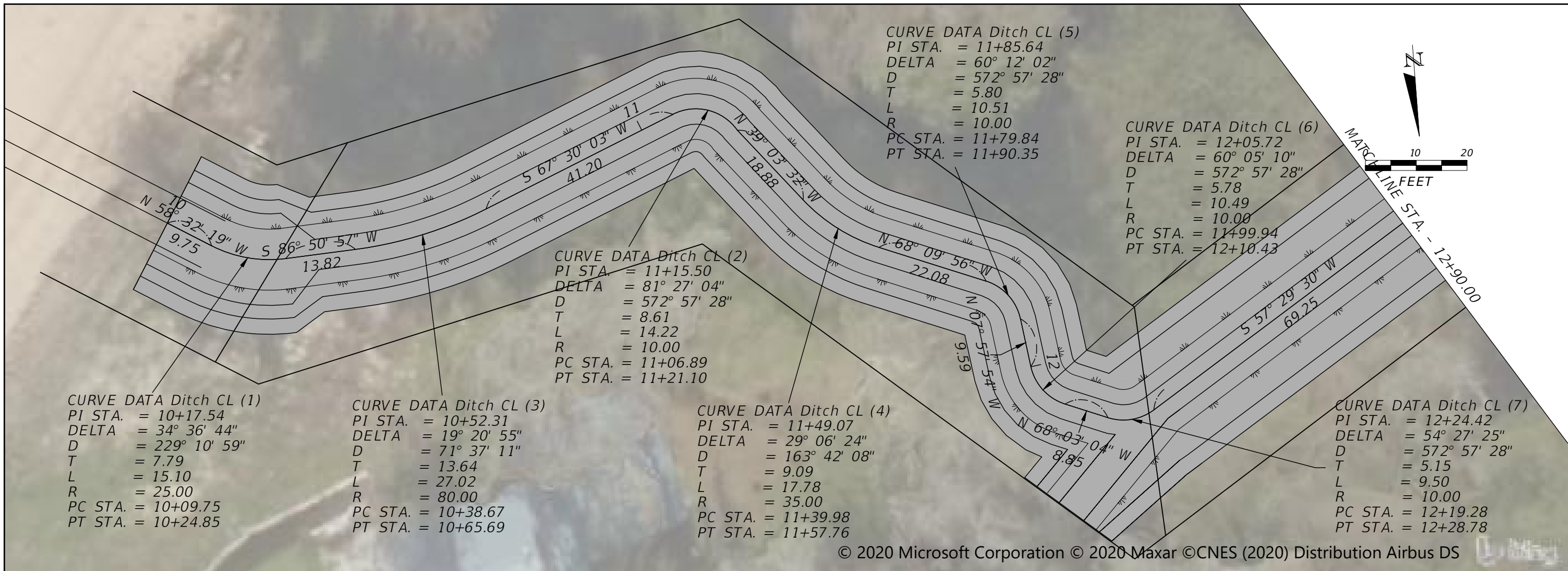
SHEET NO.
6

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					COLUMBIA		OVERALL SITE PLAN	



REVISIONS				TERRY R. WHITE ,PE P.E. LICENSE NUMBER 37390 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			PLAN & PROFILE SHEET	SHEET NO. 8
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					COLUMBIA				

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

CURVE DATA Ditch CL (9)
 PI STA. = 13+48.61
 DELTA = 19° 44' 47"
 D = 572° 57' 28"
 T = 1.74
 L = 3.45
 R = 10.00
 PC STA. = 13+46.87
 PT STA. = 13+50.32

CURVE DATA Ditch CL (10)
 PI STA. = 13+70.24
 DELTA = 98° 57' 51"
 D = 1145° 54' 56"
 T = 5.85
 L = 8.64
 R = 5.00
 PC STA. = 13+64.39
 PT STA. = 13+73.02

CURVE DATA Ditch CL (12)
 PI STA. = 14+33.18
 DELTA = 28° 08' 04"
 D = 572° 57' 28"
 T = 2.51
 L = 4.91
 R = 10.00
 PC STA. = 14+30.67
 PT STA. = 14+35.58

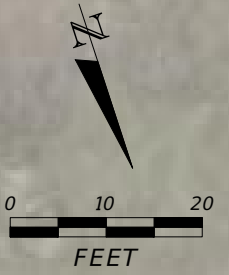
CURVE DATA Ditch CL (14)
 PI STA. = 14+81.06
 DELTA = 14° 39' 59"
 D = 286° 28' 44"
 T = 2.57
 L = 5.12
 R = 20.00
 PC STA. = 14+78.49
 PT STA. = 14+83.61

CURVE DATA Ditch CL (15)
 PI STA. = 15+02.43
 DELTA = 39° 51' 49"
 D = 572° 57' 28"
 T = 3.63
 L = 6.96
 R = 10.00
 PC STA. = 14+98.80
 PT STA. = 15+05.76

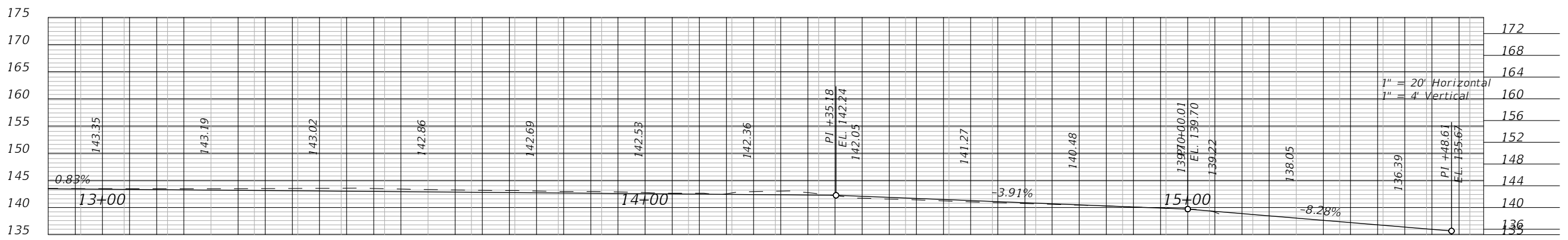
CURVE DATA Ditch CL (8)
 PI STA. = 12+98.38
 DELTA = 3° 54' 06"
 D = 572° 57' 28"
 T = 0.34
 L = 0.68
 R = 10.00
 PC STA. = 12+98.04
 PT STA. = 12+98.72

CURVE DATA Ditch CL (11)
 PI STA. = 14+02.05
 DELTA = 64° 49' 16"
 D = 1145° 54' 56"
 T = 3.17
 L = 5.66
 R = 5.00
 PC STA. = 13+98.87
 PT STA. = 14+04.53

CURVE DATA Ditch CL (13)
 PI STA. = 14+43.88
 DELTA = 53° 49' 08"
 D = 572° 57' 28"
 T = 5.08
 L = 9.39
 R = 10.00
 PC STA. = 14+38.81
 PT STA. = 14+48.20



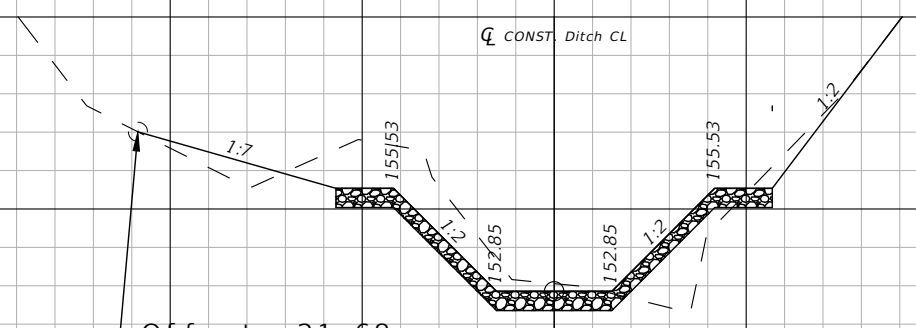
MATCHLINE STA. - 12+90.00



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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					COLUMBIA				

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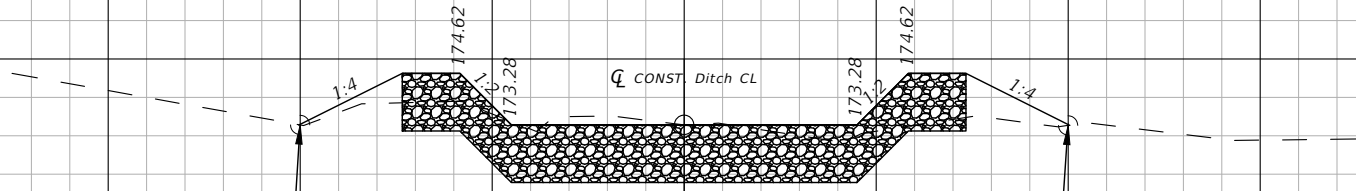
160
155
150
145
175
170
165
160



Offset=-21.68
Source Elevation=157.01

EG 153.05
PGL 152.85

10+50.00



Offset=-20.00
Source Elevation=173.28

Offset=20.00
Source Elevation=173.27

EG 173.28
PGL 173.28

10+00.00

1" = 20' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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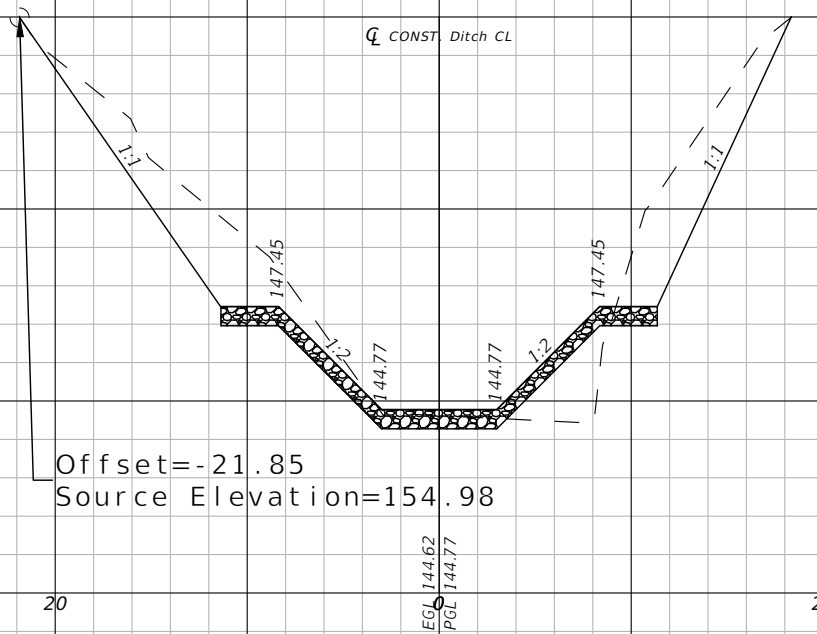
CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

CROSS SECTION SHEET

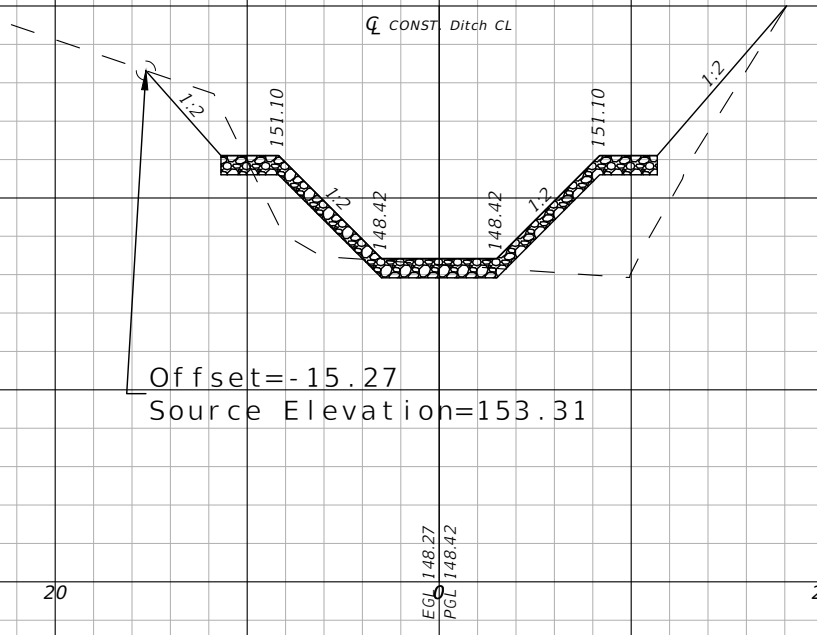
SHEET NO.
10

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155
150
145
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11+50.00



11+00.00

1" = 20' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

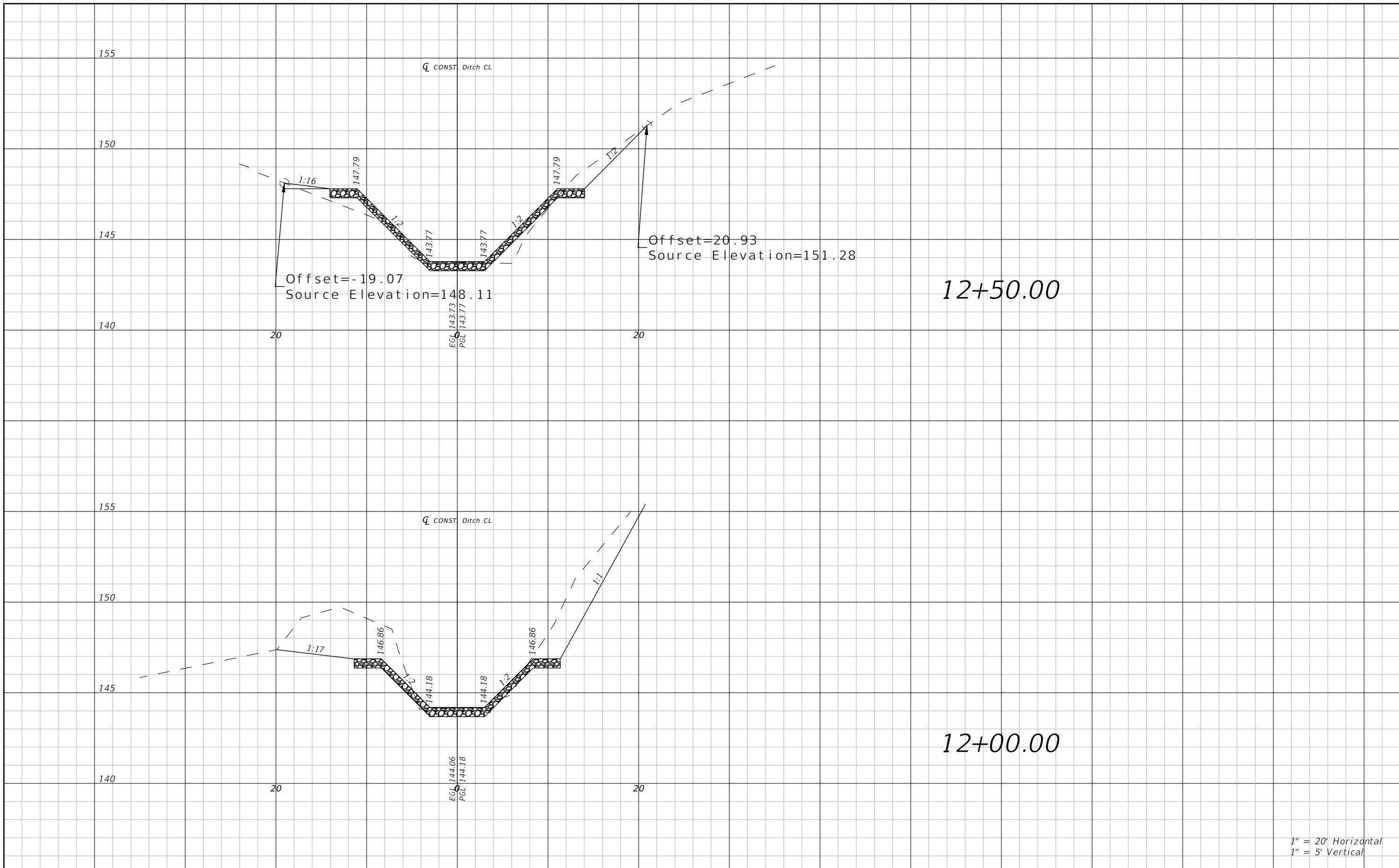
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CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

CROSS SECTION SHEET

SHEET NO.
11

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12+50.00

12+00.00

1" = 20' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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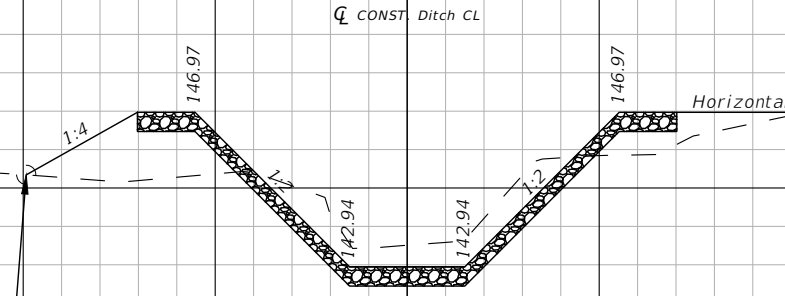
CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

CROSS SECTION SHEET

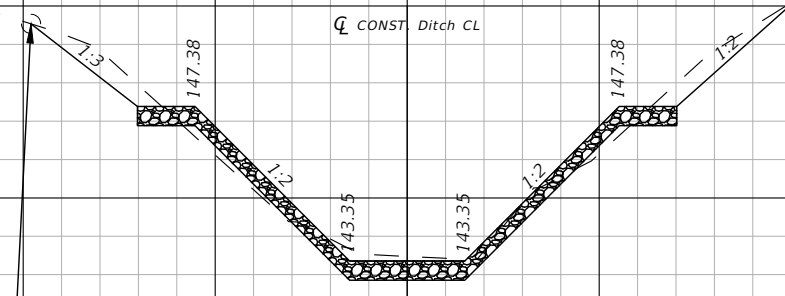
SHEET NO.
12

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150
145
140
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13+50.00



13+00.00

1" = 20' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

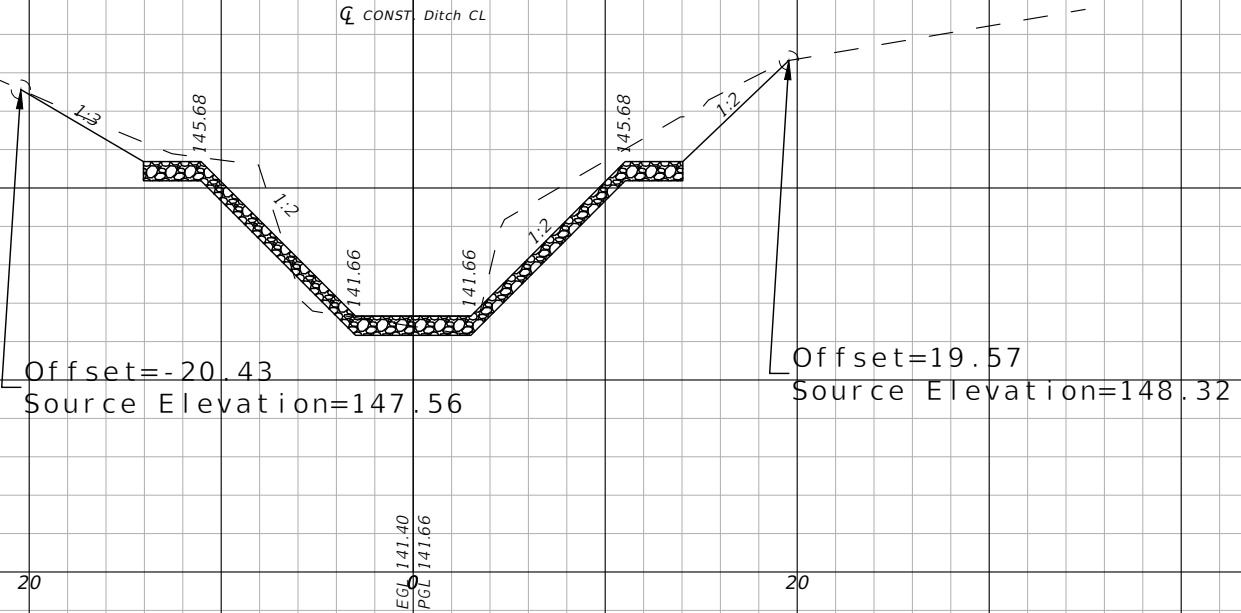
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CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

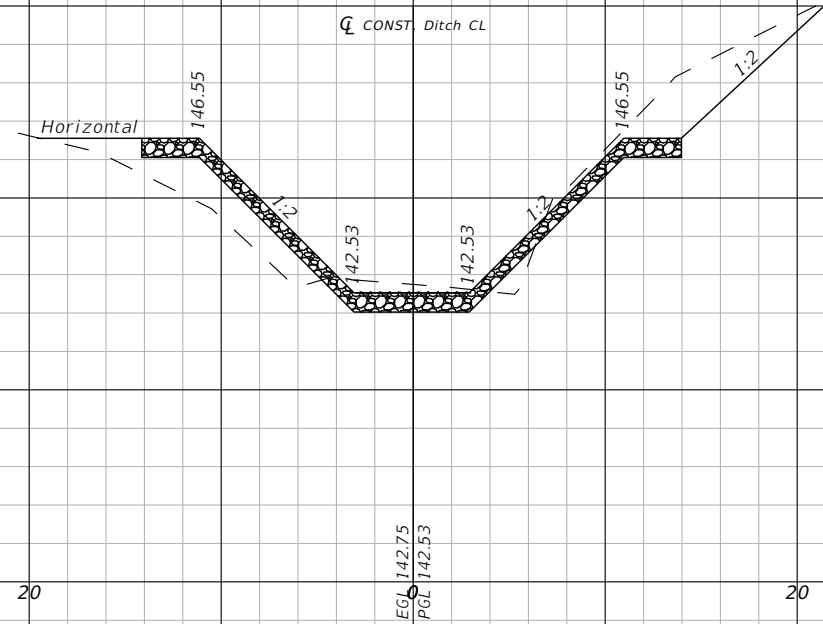
CROSS SECTION SHEET

SHEET NO.
13

150
145
140
135
150
145
140
135



14+50.00



14+00.00

1" = 20' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

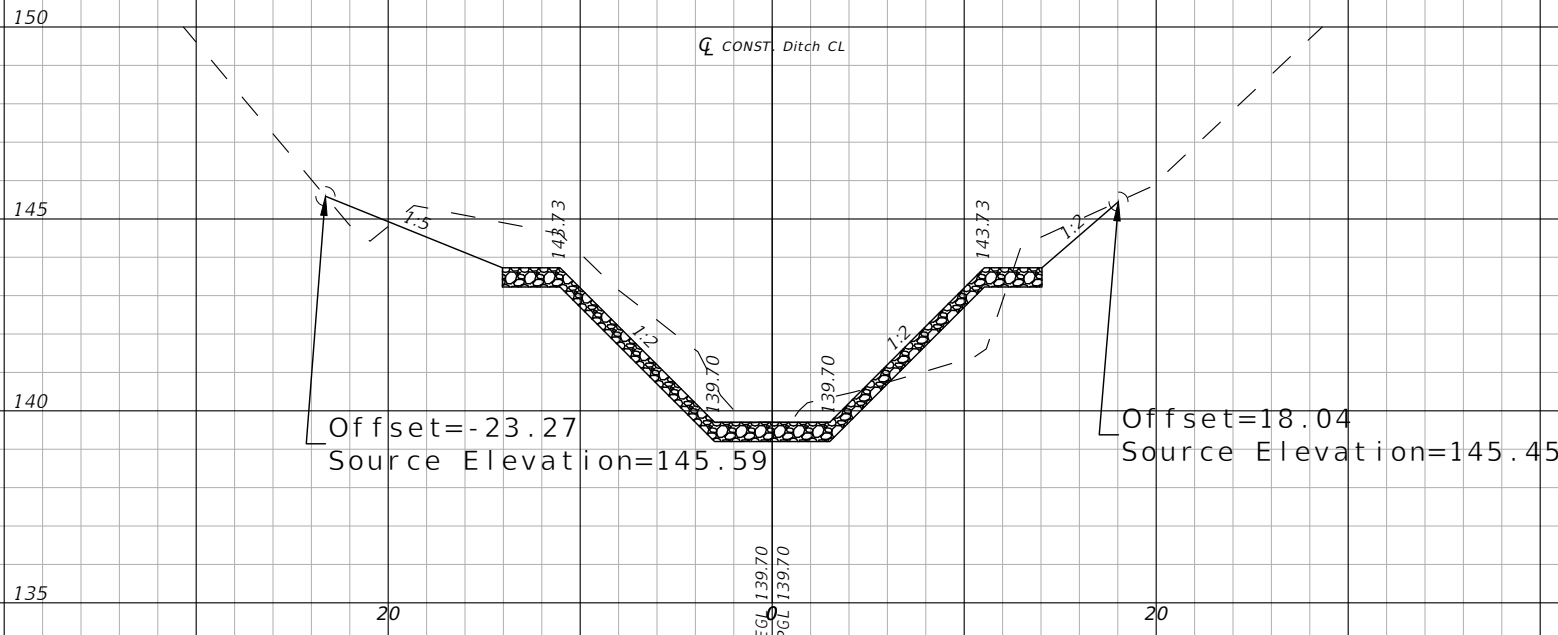
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CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

CROSS SECTION SHEET

SHEET NO.
14

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15+00.00

1" = 20' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

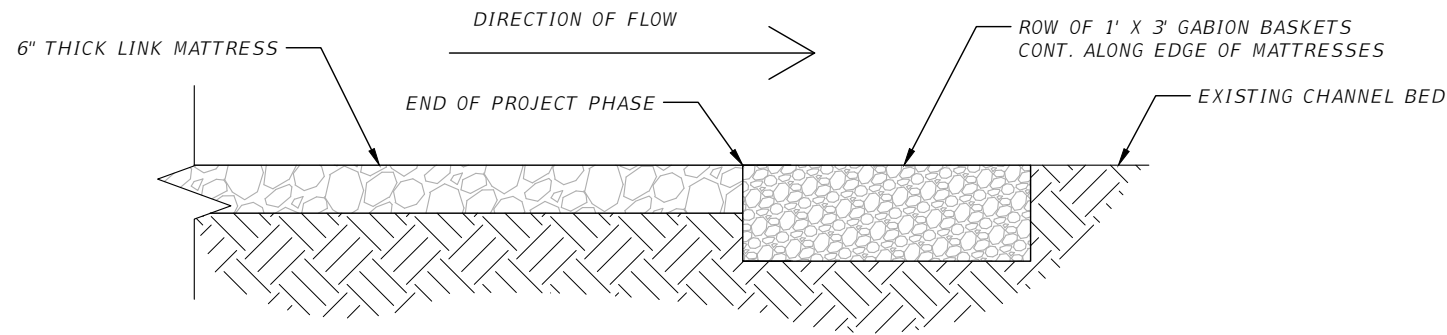
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CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	COLUMBIA	

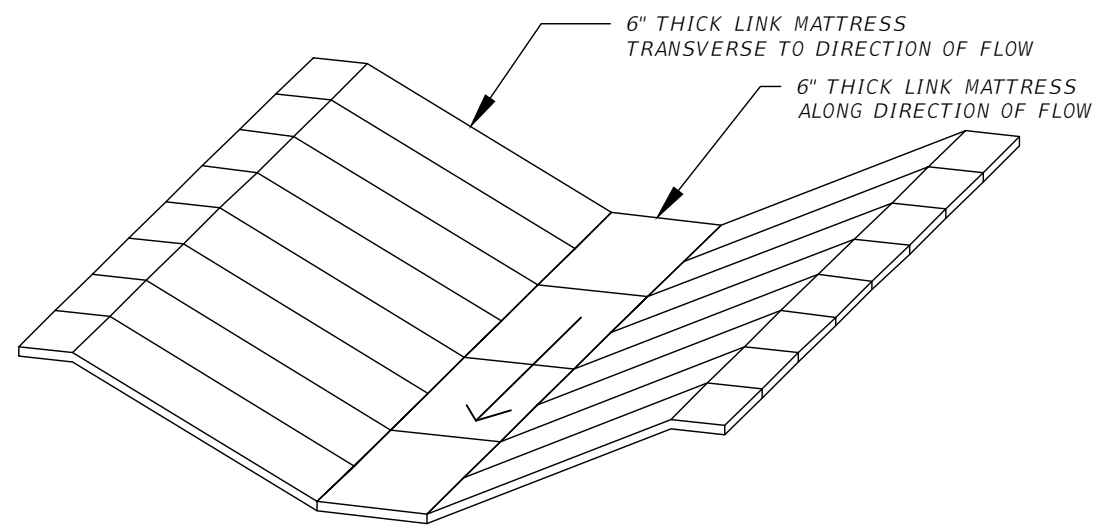
CROSS SECTION SHEET

SHEET NO.
15

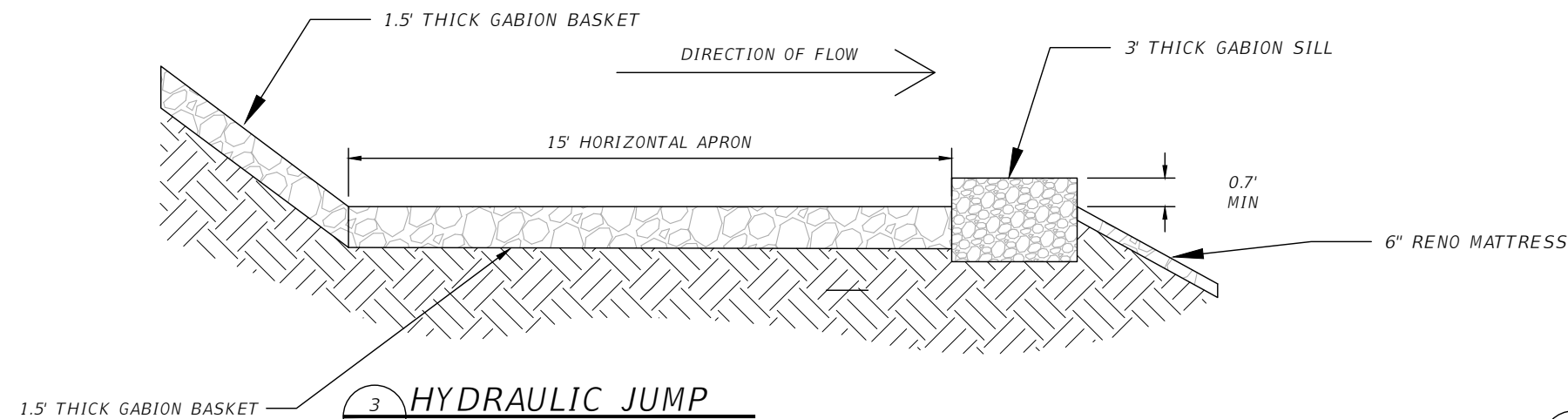
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1
16 END OF REVETMENT PROTECTION DETAIL
SCALE:NTS



2
16 ARRANGEMENT OF LINK MATTRESSES
SCALE:NTS



3
16 HYDRAULIC JUMP
SCALE:NTS

GENERAL GABION NOTES:

1. ALL GABION BASKET AND RENO MATTRESS WILL HAVE A CLASS 1, AASHTOM288 FILTER FABRIC BENEATH.
2. THE 1.5' GABION BASKET WILL HAVE A 2.70mm WIRE WITH A 8cm BY 10cm OPENING. THE RENO MATTRESS WILL HAVE A 2.20MM WIRE WITH A 6cm BY 8cm OPENING.
3. SOIL ANCHORS ARE TO BE INSTALLED ACCORDING TO MANUFACTURERS RECOMMENDATIONS.

FILL ROCK NOTES

1. ROCKS SHALL BE HARD, ANGULAR TO ROUND, DURABLE AND OF SUCH QUALITY THAT THEY SHALL NOT DISINTEGRATE ON EXPOSURE TO WATER OR WEATHERING DURING THE LIFE OF THE STRUCTURE
2. ROCK MAY BE NATURALLY AVAILABLE OR CRUSHED ROCK.
3. CRUSHED CONCRETE IS NOT TO BE USED AS A SUBSTITUTE.
4. PROVIDE GEOTEXTILE FABRIC UNDERLAYMENT.

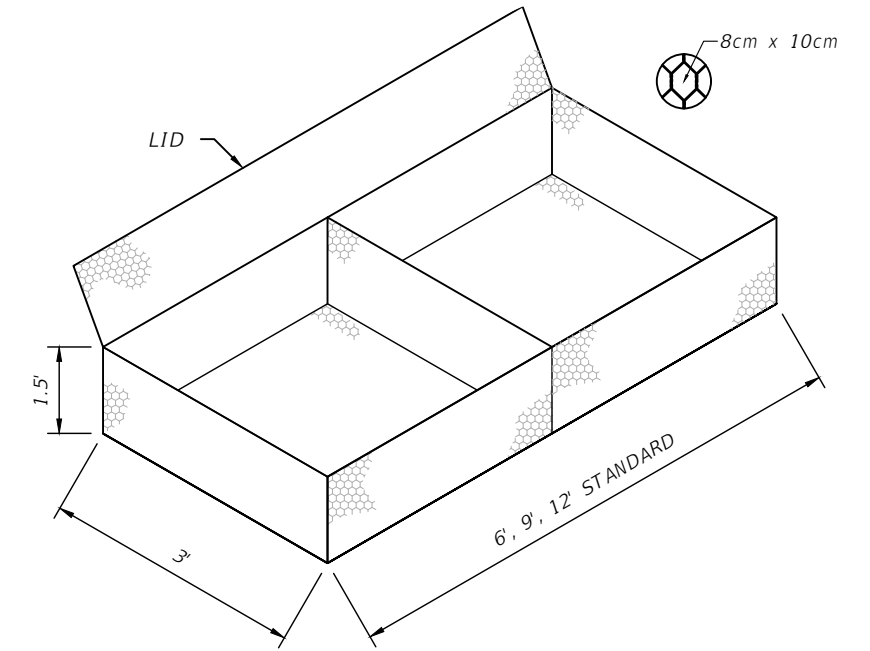
GABION BASKET FILL ROCK:

MEET THE FOLLOWING GRADATION PER ASTM D 422.

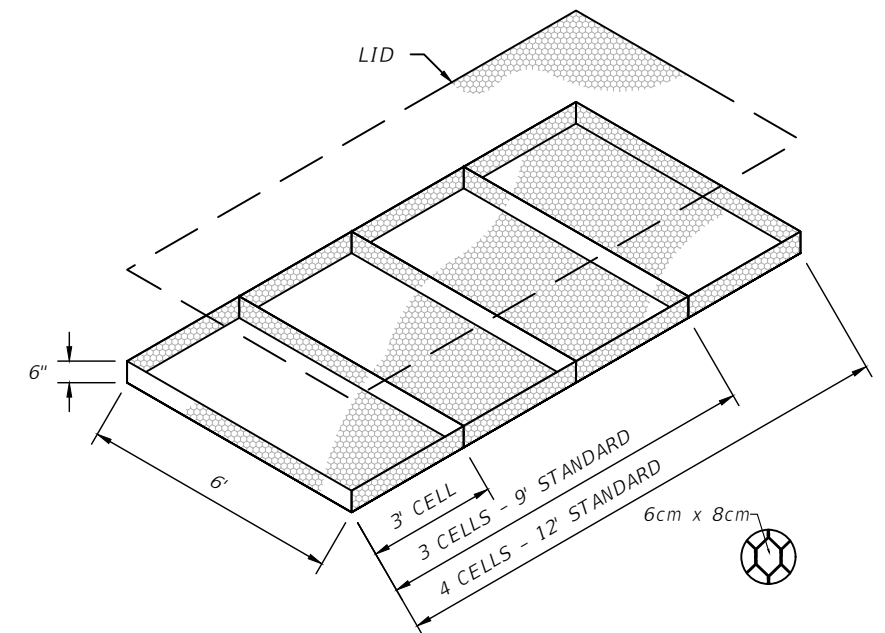
SIEVE SIZE:	PERCENT PASSING:
8"	100%
4"	0 TO 5%

RENO MATTRESS FILL ROCK:

3 TO 6 INCHES, RANGE IN SIZE SHALL ALLOW FOR A VARIATION OF 5% OVERSIZE AND/OR 5% UNDERSIZE ROCK BY WEIGHT.



GABION BASKET



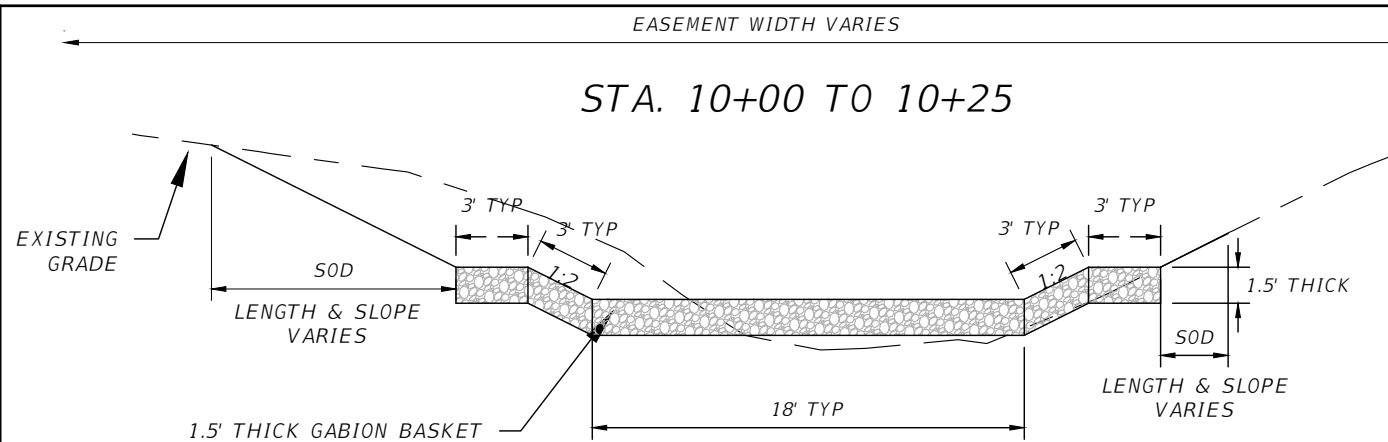
RENO MATTRESS

4
16 GABION BASKET AND RENO MATTRESS DETAIL
SCALE:NTS

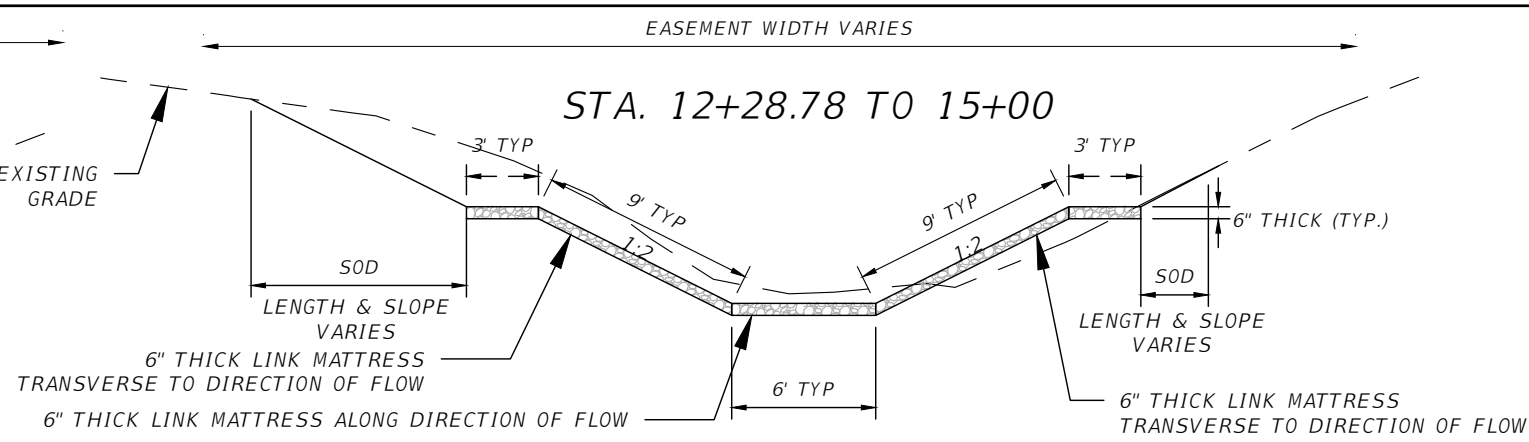
REVISIONS				TERRY R. WHITE ,PE P.E. LICENSE NUMBER 37390 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. 16
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	

DETAILS

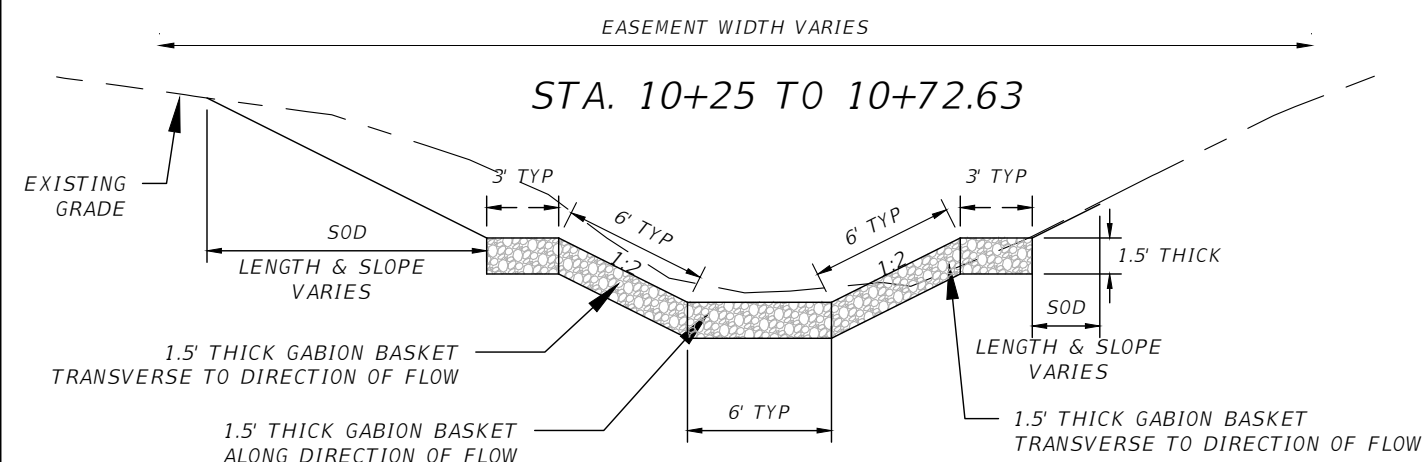
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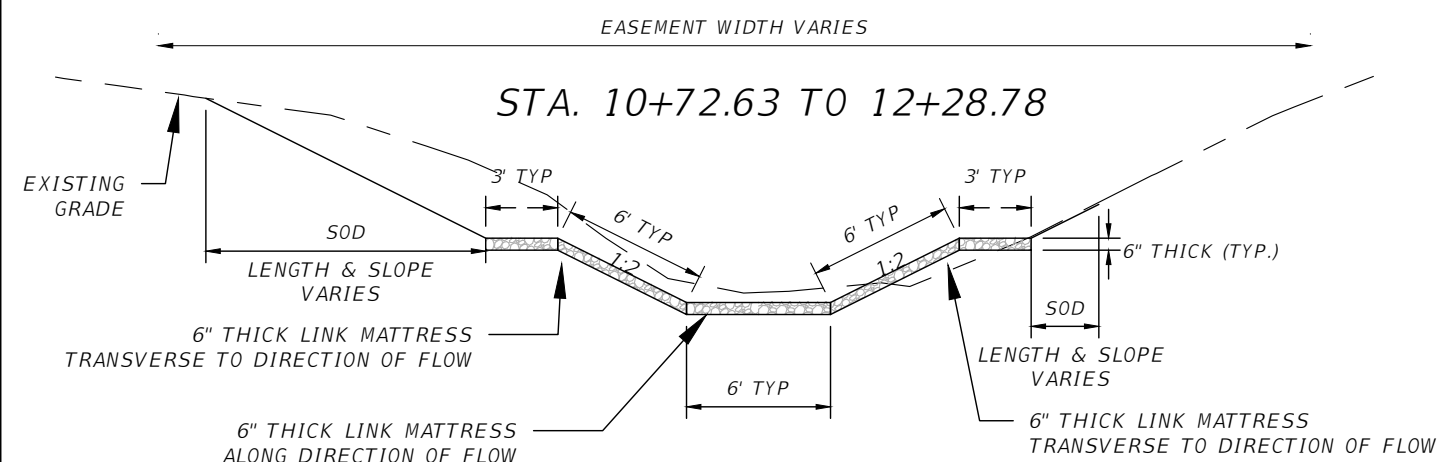
1 LINK MATTRESS CHANNEL REVETMENT PROTECTION DETAIL
17 SCALE:NTS



4 LINK MATTRESS CHANNEL REVETMENT PROTECTION DETAIL
17 SCALE:NTS



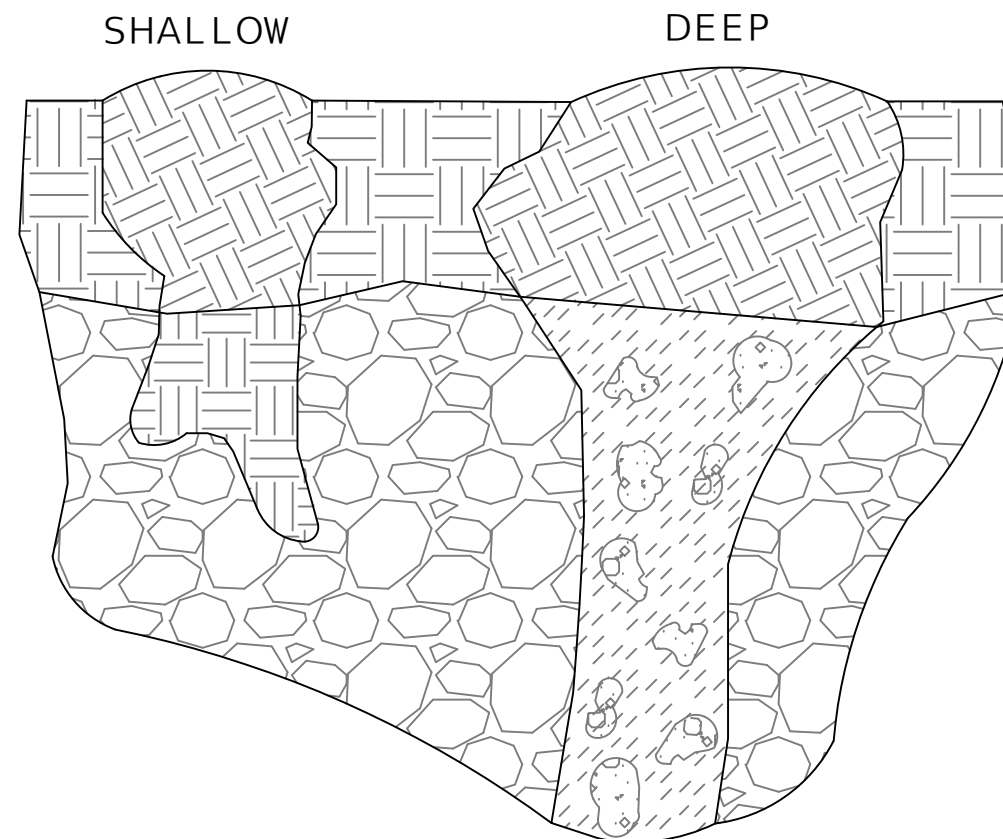
2 LINK MATTRESS CHANNEL REVETMENT PROTECTION DETAIL
17 SCALE:NTS



3 LINK MATTRESS CHANNEL REVETMENT PROTECTION DETAIL
17 SCALE:NTS

NOTES:
THE FOLLOWING SHALL BE PERFORMED IN THE EVENT ANY KARST FEATURES FORM DURING CONSTRUCTION - E.G. SOLUTION CAVITIES, CHIMNEYS, SINKHOLES.

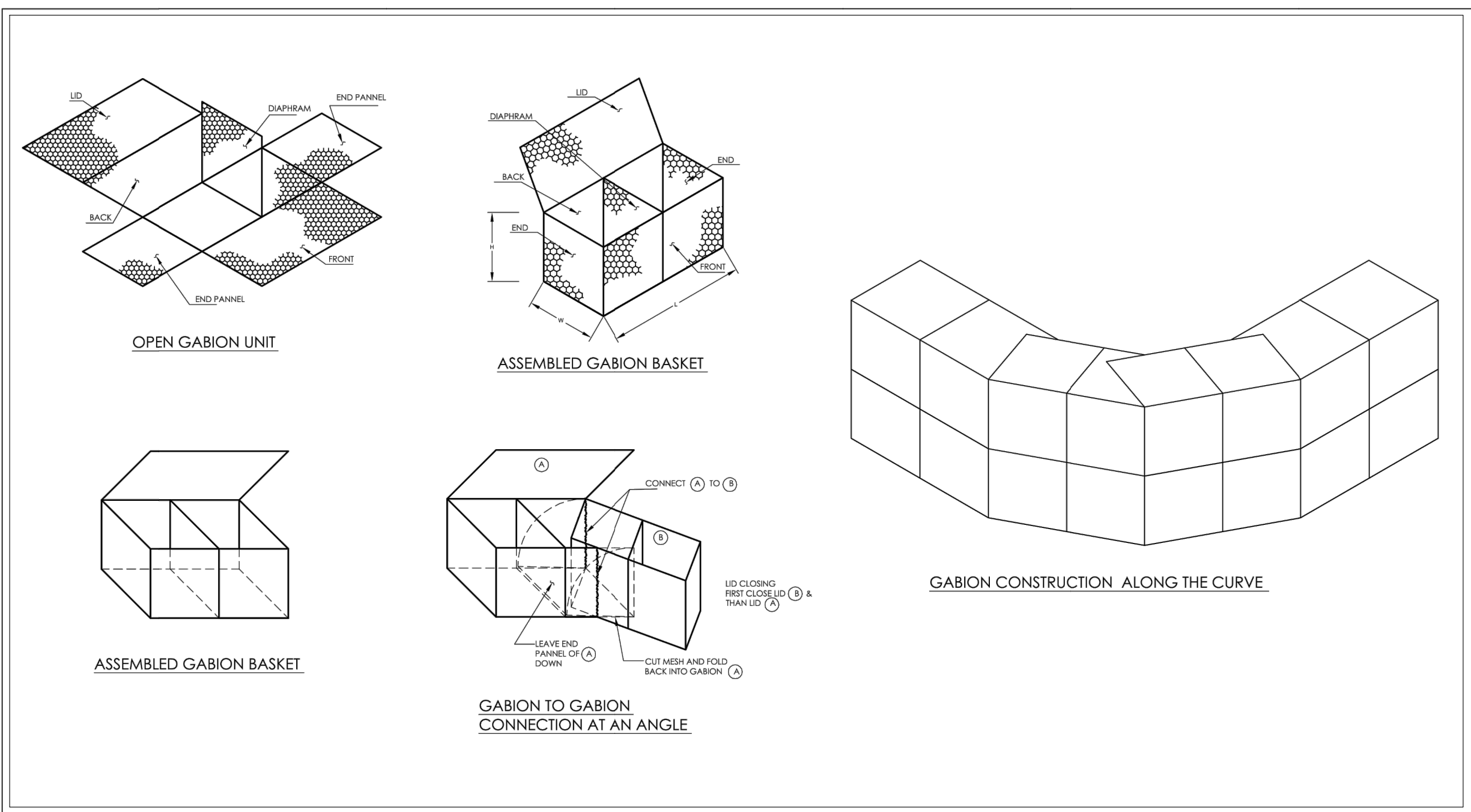
1. NOTIFY THE WATER MANAGEMENT DISTRICT AND THE APPLICABLE MUNICIPAL OR COUNTY PUBLIC WORKS IMMEDIATELY WHEN THE FEATURES ARE ENCOUNTERED. THE METHOD OF REPAIR SHALL BE SUBMITTED FOR REVIEW, COMMENT, AND APPROVAL PRIOR TO ATTEMPTING ANY REPAIR.
2. SHALLOW KARST FEATURES ARE TYPICALLY LESS THAN 5' DEEP AND ONLY HAVE SMALL VOIDS IN THE LIMESTONE. THE FEATURE CAN BE REPAIRED BY BACKFILLING WITH A LOWER PERMEABILITY MATERIAL SUCH AS CLAYEY-SAND OR CLAY. COMPACT THE BACKFILL AND CREATE A SMALL MOUND SLIGHTLY ABOVE GRADE TO ACCOUNT FOR SETTLING.
3. DEEP KARST FEATURES SHALL BE REPAIRED MORE PERMANENTLY. EXCAVATE THE FEATURE TO THE LIMESTONE BEDROCK. PLUG VOIDS IN THE BEDROCK WITH CLEAN GROUT. BACKFILL OVER THE PLUG WITH A LOWER-PERMEABILITY MATERIAL SUCH AS CLAYEY-SAND OR CLAY. COMPACT THE BACKFILL TO GRADE.



5 KARST FEATURE REPAIR DETAIL
17 SCALE:NTS

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					COLUMBIA			380

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



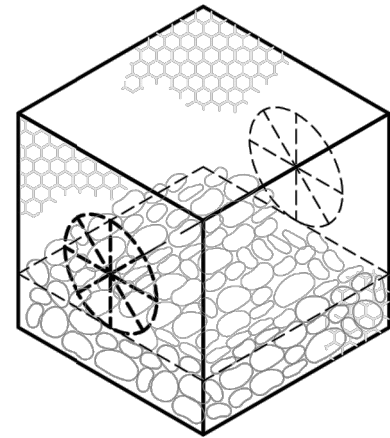
Drawing Title: Typical Construction Details Gabion Retaining Wall		Designed: _____ Date: _____	Project: _____	
Project No: _____ Client: CONSTRUCTION INC.		Drawn: _____ Date: _____	TYPICAL GABION WALL DETAILS	
Drawing No: 1/1 Units: Feet Scale: NTS Rev: _____		Checked: _____ Date: _____		
Rev: _____	Issue / Revision: _____	Drawn: _____	App: _____	Date: _____

Scaled to fit 2489x352 mm sheet: 11x17

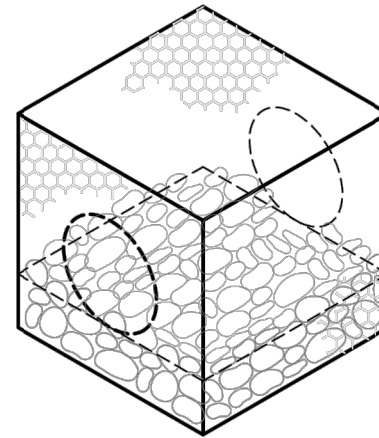
REVISIONS				TERRY R. WHITE ,PE P.E. LICENSE NUMBER 37390 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. 18
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					COLUMBIA		DETAILS FROM MANUFACTURER	

NOTE:

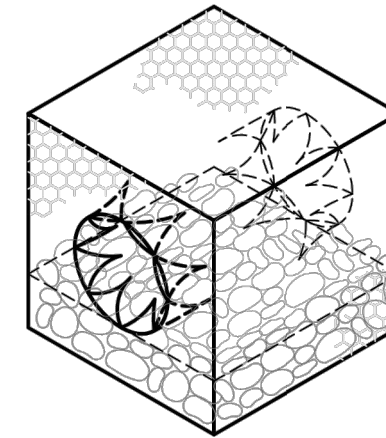
- 1) PIPE PROTECTION MUST BE AS SPECIFIED BY PIPE MANUFACTURER IF IT IS NEEDED



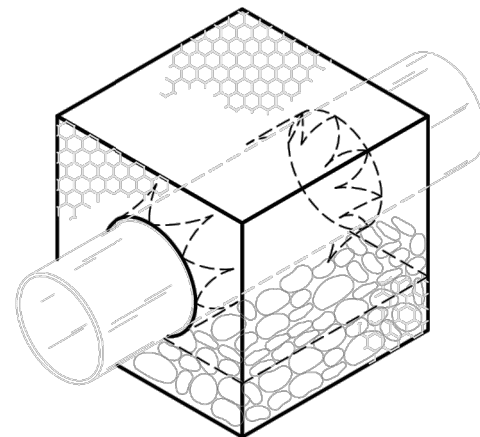
1 CUT THE AREA FOR PIPE ON BOTH GABION BASKET FACES AS SHOWN



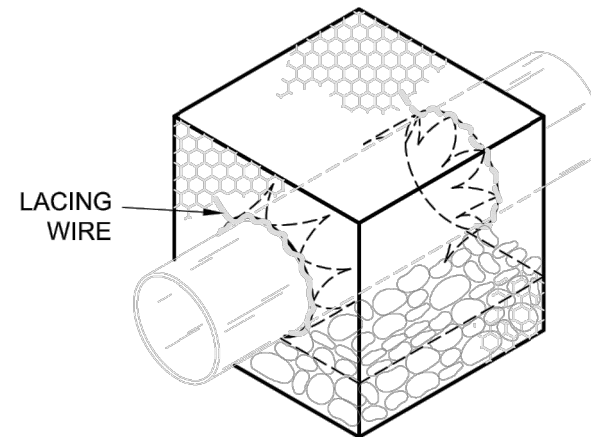
2 FILL THE GABION BASKET WITH STONES UP TO THE ELEVATION OF THE PIPE BASE



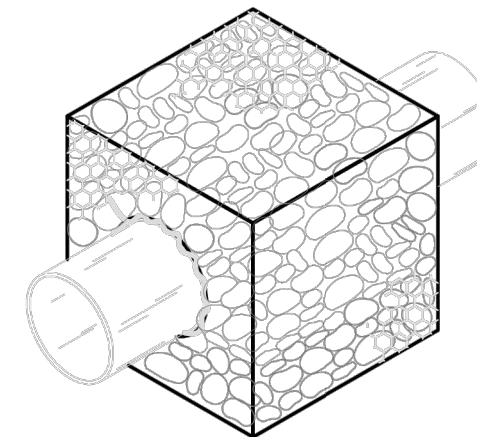
3 BEND MESHEDGES TO THE INNER SIDE OF THE GABION BASKET



4 PLACE THE PIPE THROUGH GABION BASKET AND COVER PIPE WITH A PROTECTIVE MEAN IF NEEDED AS SPECIFIED BY PIPE MANUFACTURER




5 TIE THE CIRCLE EDGES WITH LACING WIRE



6 CONTINUE FILLING WITH STONES UP TO THE TOP OF THE BASKET. ROCKS UNDER AND AROUND PIPE AREA MUST BE PACKED TO LIMIT ROCK SETTLEMENTS

Maccaferri Inc. assumes no responsibility for the drawings and calculations it provides, as they must be intended as a general indication to suggest the proper use of its products.

 <p>Maccaferri, Inc. 10303 Governor Lane Blvd. Williamsport, MD 21795-3116 USA Ph. (301) 223-6910 Fax (301) 223-6134</p>					Designed: - Date: 	Date: 	Project Title: MACCAFERRI STRUCTURES Client:	Drawing Title: PIPE PLACING DETAIL Scale: NTS Project No: USA2006-00 Drawing No: USA2006-00_A Rev:
Rev:	Issue / Revision:	Drawn:	App:	Date:	Drawn: GN Date: 05/24/06	Date: 05/24/06		

This drawing is stored in file:Maccaferri_WDC/USA_Maccaferri/East_Coast/

REVISIONS				TERRY R. WHITE ,PE P.E. LICENSE NUMBER 37390 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. 19
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					COLUMBIA		DETAILS FROM MANUFACTURER	

CITY OF LAKE CITY

Gwen Lake - Phase I & II

Date & Time for Bid Opening: September 29, 2020 2:15 p.m.

No.	Company Name	Amount
1	FLA Fill & Grading.	441,615.80.
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

CITY OF LAKE CITY
INVITATION TO BID (ITB) 026-2020
GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
ENGINEER'S PROJECT NUMBER L181018CLC

GWEN LAKE DRAINAGE IMPROVEMENTS					
NFPS Project No.: L181018CLC					
Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
PHASE 1					
101 1	Mobilization	1	LS	40,000.00	40,000.00
102 1	Maintenance of Traffic	1	LS	15,000.00	15,000.00
104 10 3	Sediment Barrier	842	LF	8.90	7,493.80
104 11	Floating Turbidity Barrier	200	LF	20.00	4,000.00
104 18	Inlet Protection System	1	EA	2,500.00	2,500.00
110 2 1	Clearing & Grubbing	0.65	AC	15,385.00	10,000.25
120 1	Regular Excavation	1386	CY	14.00	22,176.00
400 2 1	Class II Concrete (Weir)	149	CY	250.00	37,250.00
425 1 52 1	Type "C" DBI	1	EA	6,800.00	6,800.00
430 175 112	12" A2000 Pipe	52	LF	48.08	2,500.16
430 982121	12" Mitered End Section	1	EA	1,500.00	1,500.00
530 3 3	Rip-Rap Energy Dissapater	1	TN	1,000.00	1,000.00
570 1 1	Performance Turf	3028	SY	2.97	8,993.16
570 1 2	Performance Turf, Sod	117	SY	47.00	5,499.00
700 1 11	Signs	6	AS	750.00	4,500.00
999 001	Reno mattress, 6" thick	1315	SY	72.50	95,087.75
999 002	Gabion Baskets, (12" thick)	12	SY	458.33	5,499.96
999 003	Grade Beam	176	LF	56.82	10,000.32
999 004	4'x4' Anti-Seep Collar	1	EA	2,500.00	2,500.00
PHASE 1 TOTAL \$					282,221.40
PHASE 2					
101 1	Mobilization	1	LS	15,000.00	15,000.00
104 10 3	Sediment Barrier	210	LF	11.90	2,499.00
104 11	Floating Turbidity Barrier	166	LF	16.07	2,699.62
110 2 1	Clearing & Grubbing	0.5	AC	10,000.00	5,000.00
120 1	Regular Excavation	474	CY	17.93	8,498.82
570 1 1	Performance Turf	274	SY	21.17	5,800.58
570 1 2	Performance Turf, Sod	776	SY	12.89	10,002.64
999 001	Reno mattress, 6" thick	1334	SY	71.21	94,994.14
999 002	Gabion Baskets (All Sizes)	226	SY	64.60	14,599.60
PHASE 2 TOTAL \$					159,394.40
PROJECT TOTAL \$					441,615.80

NOTE: PRICING SHOULD REFLECT PAY ITEM NOTES FOR EACH PHASE

Addendum No.	Addendum Date
1	9/22/20

PAGE 2 & 3 MUST BE USED FOR BID PROPOSAL

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 026-2020
GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
ENGINEER’S PROJECT NUMBER L181018CLC**

BID PROPOSAL

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE LATEST FDOT DESIGN STANDARDS AND THE TECHNICAL SPECIFICATIONS PREPARED BY NORTH FLORIDA PROFESSIONAL SERVICES, INC.

**ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS
ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM**

FIRM NAME Florida Fill & Grading, Inc.

ADDRESS 1110 SW Sisters Welcome Rd.

CITY, STATE, ZIP Lake City, FL 32025

TELEPHONE 386-755-2298

FAX # 386-755-5522

E-MAIL ADDRESS jeanette@floridafill.com

Authorized Representative (PLEASE PRINT OR TYPE)

The undersigned as bidder, hereby declares that they have examined the contract documents and understand fully in regard to all conditions pertaining to the work to be done; that they have examined the specifications for the work and other contract documents relative thereto; and that they have satisfied themselves relative to the work to be performed. The bidder agrees, if this bid is accepted, to contract with the City of Lake City, City Council to furnish everything necessary to complete the work covered by this bid and other contract documents for the City of Lake City, City Council. The contractor assumes full responsibility for all quantities used in their bid. The contractor shall coordinate the construction with all proposed utilities on site.

SIGNATURE Jeanette S. Boone, Pres.
Jeanette S. Boone, Pres.

DATE 9/29/20

CITY OF LAKE CITY
INVITATION TO BID (ITB) 026-2020
GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
ENGINEER’S PROJECT NUMBER L181018CLC

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF Lake City
Before me, the undersigned authority, personally appeared Jeanette Boone, who was duly sworn
deposes and states:

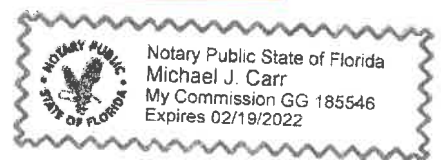
- I am the President of Florida Fill + Grading, Inc. with a local office in Lake City, FL and principal office in Lake City, FL.
City & State
- The above named entity is submitting a Proposal for the City of Lake City ITB-026-2020 described as Invitation to Bid, Gwen Lake Drainage Improvements – Phase 1 & 2.
- The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity’s submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- Neither the entity nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- I certify that no member of the entity’s ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- I certify that no member of the entity’s ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

DATED this 16th day of September 2020.
Jeanette S. Boone, Pres
(Affiant)
Jeanette S. Boone, Pres
Typed Name and Title

Sworn to and subscribed before me this 16 day of Sept. 2020.
Personally Known _____ Or produced identification
Identification type: FL Driver License
Notary Public-State of FL
Printed, typed, or stamped commissioned name of notary public.

My commission expires: 2/19/2022

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL



CITY OF LAKE CITY
INVITATION TO BID (ITB) 026-2020
GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
ENGINEER’S PROJECT NUMBER L181018CLC

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, Florida Fill + Grading, Inc. (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”

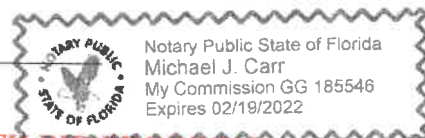
Genevieve L. Boone, Pres.
Authorized Signature

9/16/2020
Date Signed

State of Florida
County of Columbia

Sworn to and subscribed before me this 16 day of Sept. 2020.
Personally known _____ or Produced Identification FL Driver License
(Specify type of identification)

Signature of Notary: [Signature]
My Commission Expires: 2/19/2022



THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 026-2020
GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
ENGINEER’S PROJECT NUMBER L181018CLC**

**SWORN STATEMENT UNDER SECTION
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal No. ITB 026-2020.
2. This sworn statement is submitted by Florida Fill + Grading, Inc whose business address is 1110 SW Sisters Welcome Rd and (if applicable) its Federal Identification No.(FEIN) is Lake City, FL 32025 59-3315607. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement NIA.
3. My name is Jeanette Boone and my relationship to the entity named above is President.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 026-2020
GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
ENGINEER’S PROJECT NUMBER L181018CLC**

agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with an convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

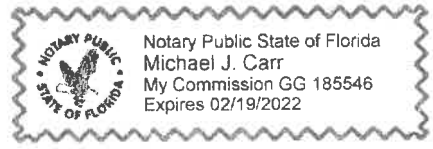
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 026-2020
GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
ENGINEER’S PROJECT NUMBER L181018CLC**

Signature: Jeanette S. Boone, Pres. Date 9/16/2020
STATE OF Florida
COUNTY OF Columbia

Personally appeared before me, the undersigned authority, Jeanette S. Boone who
after first being sworn by me, affixed his/her signature in the space provided above on
this 16 day of Sept. 2020.

[Signature]
Notary Public, State at large
My Commission Expires: 2/19/2022



THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

The remainder of this form is left blank intentionally

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 026-2020
GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
ENGINEER’S PROJECT NUMBER L181018CLC**

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City, ITB-026-2020, Invitation to Bid for Gwen Lake Drainage Improvements.

9/29/20
Date

Jeanette S. Boone, Pres. Jeanette S. Boone, Pres.
Authorized Signature and Title Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

CITY OF LAKE CITY
INVITATION TO BID (ITB) 026-2020
GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
ENGINEER’S PROJECT NUMBER L181018CLC

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Columbia

Jeanette Boone, being duly sworn, deposes and says that:

1. He/She is President of Florida Fill + Grading, Inc., the Bidder,
Title Company Name
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

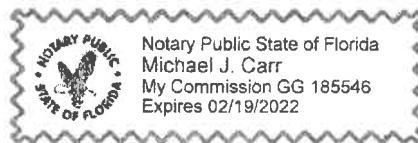
SIGNED Jeanette S. Boone, Pres.

TITLE President

Sworn to and subscribed before me this 16 day of Sept 2020.
Personally known _____ or Produced Identification FL Driver License

(Specify type of identification)

[Signature]
Signature of Notary
My Commission Expires: 2/19/2022



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF LAKE CITY
 INVITATION TO BID (ITB) 026-2020
 GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
 ENGINEER’S PROJECT NUMBER L181018CLC**

REFERENCES

List three (3) client/customer references including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

1. Company Name: Gilchrist County BOC - Otter + Hart Springs Restoration
 Address: 209 SE First St., Trenton, FL 32693
 Business Phone #: 352-463-3198
 Contact Person: Bobby Crosby
 Email: bcrosby@gilchrist.fl.us
 Length of time services provided: 90 days

2. Company Name: Town of White Springs - White Springs Boat Ramp Improvements
 Address: 10363 Bridge St., White Springs, FL 32096
 Business Phone #: 386-397-2310
 Contact Person: Stacy Tebo
 Email: manager@whitespringsfl.us
 Length of time services provided: 120 days

3. Company Name: Gilchrist county BOC - Santa Fe Park Boat Ramp
 Address: 209 SE First St., Trenton, FL 32693
 Business Phone #: 352-463-3198
 Contact Person: Bobby Crosby
 Email: bcrosby@gilchrist.fl.us
 Length of time services provided: 75 days

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 026-2020
GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
ENGINEER’S PROJECT NUMBER L181018CLC**

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

ITB 026-2020

Project Description:

Gwen Lake Drainage Improvements - Phase 1+2

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Florida Fill + Grading, Inc.

Authorized Company Person’s Signature:

Janette S. Boore, Pres.

Authorized Company Person’s Title:

President

Date: 9/29/20

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

CITY OF LAKE CITY
INVITATION TO BID (ITB) 026-2020
GWEN LAKE DRAINAGE IMPROVEMENTS – PHASE 1 & 2
ENGINEER’S PROJECT NUMBER L181018CLC

CITY OF LAKE CITY
BIDDER’S CHECK LIST

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with your bid.

Before sending in your bid, please make sure you have completed all of the following:

Enclose two (2) sets of the Bid form (one marked original and one copy), including all handwritten sections. Please make and retain a separate copy of this bid package for your records.

Bid Form, must be complete and have a manual signature (original signature) preferably signed in blue ink.

Every page that has anything hand written on it, must be imprinted with the company’s name on the top right-hand corner of the page.

Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.

Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.

Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.

FORMS

- Conflict of Interest
- Drug Free Work Place
- Public Entity Crime Statement
- Disputes Disclosure
- Non-Collusion Affidavit
- References
- E-verify Affirmation Statement

JB

PLEASE INITIAL AND INCLUDE WITH BID



NFPS

Florida Fill & Grading Inc.
Jeanette Brown



PO BOX 3823
LAKE CITY, FL 32056



PHONE (386) 752-4675
FAX (386) 752-4674



www.nfps.net

September 22, 2020

City of Lake City
Gwen Lake – Phase 1 & 2
Engineer's Project Number L181018CLC

Addendum # 1:

1. Plan revisions will not be issued to reflect emergency work completed by City. Portion of Willow Drive removed was field measured to be approximately 22 feet wide by 7 feet deep.
2. All utilities exposed by City work shall be protected and remain in place, except for abandoned water pipe. All abandoned water pipe encountered/exposed during work shall be removed.
3. All excess debris from project shall be removed from site by contractor.
4. Easement is an average of 60 feet wide. See plans for actual location of easement boundary.
5. Virtual Bid Opening Information & Instructions:

ITB-026-2020 Gwen Lake Drainage Improvements - Phase 1 and 2 Bid Opening
Hosted by Karen Nelmes

Tuesday, Sep 29, 2020 2:15 pm | 45 minutes | (UTC-04:00) Eastern Time (US & Canada)

Meeting number: 173 794 8740

Password: nqQTzgG6P35

Link:

<https://cityoflakecity.webex.com/cityoflakecity/j.php?MTID=mf8faa1e616ccdb1eab54056afaa4ae21>

Join by video system

Dial 1737948740@cityoflakecity.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-408-418-9388 United States Toll

Access code: 173 794 8740



THE AMERICAN INSTITUTE OF ARCHITECTS

ALA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Florida Fill and Grading, Inc.
1110 Sisters Welcome Rd
Lake City, FL 32025

as Principal, hereinafter called the Principal, and American Southern Insurance Company, 365 Northridge Road, Suite 400, Atlanta, GA 30350 a corporation duly organized under the laws of the State of Kansas as Surety, hereinafter called the Surety, are held and firmly bound unto

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

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF AMOUNT BID – PENAL SUM NOT TO EXCEED TWENTY-ONE THOUSAND & 00/100 DOLLARS (5 % Not To Exceed \$21,000.00)**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the *Principal* has submitted a bid for

**GWEN LAKE DRAINAGE IMPROVEMENTS - PHASE 1 & 2
ITB 026-2020**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **29th** day of **SEPTEMBER**, 2020

Leslie Boone
(Witness)

Florida Fill and Grading, Inc.
(Principal)

Jason S. Boone
(Title)



A. SKP
(Witness)

American Southern Insurance Company
(Surety)

Jason S. Centrella, Attorney In Fact

AIA CAUTION: You should sign an original AIA document which has this caution printed in red
An original assures that changes will not be obscured as may occur when documents are reproduced

WARNING: Unlicensed photocopying violates U.S. copyright law, and is subject to legal prosecution.

AIA DOCUMENT A310 BID BOND AIA FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., NW., WASHINGTON, D.C. 20006

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 4th day of January, 2019.

Attest:

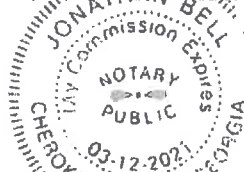
Melonie A. Coppola, Secretary

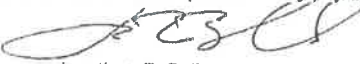
By: 
Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 4th day of January, 2019, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA
SS:
COUNTY OF FULTON

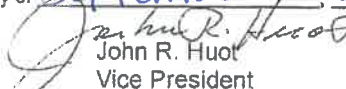



Jonathan R. Bell
Notary Public, State of Georgia
Qualified in Cherokee County
Commission Expires March 12, 2021

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 29th day of September, 2020

Power No. 49250


John R. Huot
Vice President





Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOONE, CHARLES A JR

FLORIDA FILL & GRADING INC
489 SW SEAN PL
LAKE CITY FL 32024

LICENSE NUMBER: CGC060055

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

FLORIDA FILL AND GRADING, INC
Charles Boone, Jr., General Contractor
CG-C060055

1110 SW Sisters Welcome Road
Lake City, FL 32025
Phone (386)755-2298 Fax (386)755-5522

Estimate

DATE	ESTIMATE #
10/5/2020	E20-3258

NAME / ADDRESS
CITY OF LAKE CITY 205 N. MARION AVE LAKE CITY, FL 32055

SINCE 1987

**A FULL SERVICE
CONSTRUCTION CO**

P.O. NO.	PROJECT
	E20-3258 GWEN LA...

DESCRIPTION	QTY	COST	TOTAL
E20-3258 GWEN LAKE DRAIN PH 1 & 2, REVISED ENGINEER'S PROJ # L181018CLC (N FL PROF SVC) TOTAL BID: 420,000.00			
PHASE 1 - \$275,855.60			
101 1 Mobilization, LS	1	39,245.95	39,245.95
102 1 Maintenance of Traffic, LS	1	14,400.00	14,400.00
104 10 3 Sediment Barrier, LF	842	8.90	7,493.80
104 11 Floating Turbidity Barrier, LF	200	20.00	4,000.00
104 18 Inlet Protection System, EA	1	2,500.00	2,500.00
110 2 1 Clearing & Grubbing, AC	0.65	15,300.00	9,945.00
120 1 Regular Excavation, CY	1,386	16.00	22,176.00
400 2 1 Class II Concrete (Weir), CY	149	250.00	37,250.00
425 1 52 1 Type "C" DBI, EA	1	6,500.00	6,500.00
30 175 112 12" A2000 Pipe, LF	52	48.08	2,500.16
430 982121 12" Mitered End Section, EA	1	1,500.00	1,500.00
530 3 Rip-Rap Energy Dissapater, TN	1	1,000.00	1,000.00
570 1 Performance Turf, SY	3,028	2.97	8,993.16
570 1 2 Performance Turf, Sod, SY	117	47.00	5,499.00
700 1 11 Signs, AS	0	750.00	0.00
999 001 Reno mattress, 6" thick, SY	1,315	72.15	94,877.25
999 002 Gabion Baskets, (12" thick), SY	12	458.33	5,499.96
999 003 Grade Beam, LF	176	56.82	10,000.32
999 004 4'x4' Anti-Seep Collar, EA	1	2,475.00	2,475.00
			0.00
PHASE 2 - \$144,144.40			
101 1 N/A Mobilization, LS	0	0.00	0.00

CG-C060055 PRICE FIRM IF ACCEPTED BEFORE 90 DAYS. THANK YOU FOR YOUR BUSINESS! WE ACCEPT VISA/MC	(7.0%)
	TOTAL

SIGNATURE

FLORIDA FILL AND GRADING, INC
Charles Boone, Jr., General Contractor
CG-C060055

1110 SW Sisters Welcome Road
Lake City, Fl 32025
Phone (386)755-2298 Fax (386)755-5522

Estimate

DATE	ESTIMATE #
10/5/2020	E20-3258

NAME / ADDRESS
CITY OF LAKE CITY 205 N. MARION AVE LAKE CITY, FL 32055

SINCE 1987

**A FULL SERVICE
CONSTRUCTION CO**

P.O. NO.	PROJECT
	E20-3258 GWEN LA...

DESCRIPTION	QTY	COST	TOTAL
104 10 3 Sediment Barrier, LF	210	11.90	2,499.00
104 11 Floating Turbidity Barrier, LF	166	18.07	2,999.62
110 2 1 Clearing & Grubbing, AC	0.5	9,500.00	4,750.00
120 1 Regular Excavation, CY	474	17.93	8,498.82
570 1 Performance Turf, SY	274	21.17	5,800.58
570 1 2 Performance Turf, Sod, SY	776	12.89	10,002.64
999 001 Reno mattress, 6" thick, SY	1,334	71.21	94,994.14
999 002 Gabion Baskets (All Sizes), SY	226	64.60	14,599.60
IF WE CAN BE OF FURTHER ASSISTANCE, PLEASE DON'T HESITATE TO CALL 386-755-2298			
THANK YOU, JEANETTE BOONE			

CG-C060055 PRICE FIRM IF ACCEPTED BEFORE 90 DAYS. THANK YOU FOR YOUR BUSINESS! WE ACCEPT VISA/MC	(7.0%)	\$0.00
	TOTAL	\$420,000.00

SIGNATURE _____

File Attachments for Item:

21. Discussion and Possible Action: Consider approval for the Esri Small Municipal Enterprise Agreement for a duration of three (3) years in the amount of \$27,500.00 per year for access to Esri term license software. As the City continues to grow and utilize the GIS Portal this agreement will provide the necessary licensing needed. The funds for is agreement are budgeted for FY2021. (Joe Helfenberger)

Meeting Date
Oct 19, 2020

City of Lake City Report to Council

AGENDA	
Section	
Item No.	

**SUBJECT: Approval of Small Enterprise Agreement with Esri in the amount of \$27,500.
DEPT. / OFFICE:**

UT Admin - GIS

Originator: Jason Dumas		
City Manager Joseph Helfenberger	Department Director Paul Dyal Jason Dumas	Date October 19, 2020
Recommended Action: Request approval for the Esri Small Municipal Enterprise Agreement for a duration of three years in the amount of \$27,500/year for access to Esri term license software.		
Summary Explanation & Background: Currently the City has Standard Workgroup licenses with Esri which are renewed annually and are no longer sufficient to meet the needs and growth of the GIS Department. The City now qualifies to enter into the Esri Small Enterprise Agreement which will provide additional licensed software needed at a lower price. This agreement is for three years in the amount of \$27,500 per year. As the City continues to grow and utilize the internal GIS Portal this agreement will provide the necessary licensing needed. The funds for this agreement was budgeted in 410.70.536-030.49 and approved for FY 2021.		
Alternatives: Renew current Esri software licensing and pay additional cost for additional licenses as needed.		
Source of Funds: Budgeted funds for FY2021 in the amount of \$30,000 in 410.70.536-030.49 - Operating Expense Other Charges for ArcGIS Small Enterprise (Includes all Esri Licensing).		
Financial Impact: There will be no financial impact funds were budgeted for FY 2021.		
Exhibits Attached: Esri Quotation# Q-426110 and FY 2021 Budget.		



October 7, 2020

Jason Dumas
City of Lake City
205 N Marion St
Lake City, FL 32055-3918

Dear Jason,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Robyn Garrett
Esri Account Executive
704-541-9810 *1-8640
rgarrett@esri.com



Quotation # Q-426110

Date: October 7, 2020

Customer # 373875 Contract #

City of Lake City
GIS Department
205 N Marion St
Lake City, FL 32055-3918

ATTENTION: Jason Dumas
PHONE: 386-758-5400 x458
EMAIL: dumasj@lcfla.com

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/7/2020 To: 1/5/2021

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$82,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$82,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Tyler Nuttall	Email: tnuttall@esri.com	Phone: (909) 793-2853 x5410
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

NUTTALLT This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name City of Lake City
Cust. # 373875
PO # 2021-00000090
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
50 ArcGIS Online Viewers
50 ArcGIS Online Creators
10,000 ArcGIS Online Service Credits
50 ArcGIS Enterprise Creators
2 ArcGIS Insights in ArcGIS Enterprise
2 ArcGIS Insights in ArcGIS Online
5 ArcGIS Tracker for ArcGIS Enterprise
5 ArcGIS Tracker for ArcGIS Online
2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
2 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Lake City
(Customer)

By: _____
Authorized Signature

Printed Name: Joseph Helfenberger

Title: City Manager

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: Jason Dumas

Telephone: 386-758-5400 xt 458

Address: 692 SW St. Margarets St.

Fax: _____

City, State, Postal Code: Lake City, FL 32055

E-mail: dumasj@lcfla.com

Country: United States

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Account 030.45 - Operating Expense Insurance		
410.70.536-030.45	FMIT	207,607.00
Account 030.45 - Operating Expense Insurance Totals		<u>\$207,607.00</u>

Account 030.46 - Operating Expense Repair & Maintenance		
410.70.536-030.46	Annual Generator Load Test	2,500.00
410.70.536-030.46	Building Repairs / Maintenance	10,000.00
410.70.536-030.46	Maintenance for Plotters	500.00
410.70.536-030.46	Pest Control	420.00
410.70.536-030.46	Quarterly Inspection / Servicing	5,000.00
410.70.536-030.46	Security Camera Repairs	2,500.00
410.70.536-030.46	Survey/GIS Equipment	3,000.00
410.70.536-030.46	Truck and Equipment	5,000.00
Account 030.46 - Operating Expense Repair & Maintenance Totals		<u>\$28,920.00</u>

Account 030.47 - Operating Expense Printing & Binding		
410.70.536-030.47	Business Cards	200.00
410.70.536-030.47	Printing and Binding	500.00
Account 030.47 - Operating Expense Printing & Binding Totals		<u>\$700.00</u>

Account 030.49 - Operating Expense Other Current Charges		
410.70.536-030.49	Addressing/GIS Support-Columbia County	10,000.00
410.70.536-030.49	Advertising - LCR	2,000.00
410.70.536-030.49	ArcGIS Small Enterprise (Includes all Esri Licensing)	30,000.00
410.70.536-030.49	AutoCad Civil License	3,000.00
410.70.536-030.49	GIS Support/Consulting	15,000.00
410.70.536-030.49	Trimble VRSNow RTK Correction Server	1,900.00
Account 030.49 - Operating Expense Other Current Charges Totals		<u>\$61,900.00</u>

Account 030.51 - Operating Expense Office Supplies		
410.70.536-030.51	Office Supplies	5,000.00
Account 030.51 - Operating Expense Office Supplies Totals		<u>\$5,000.00</u>

Account 030.52 - Operating Expense Operating Supplies		
410.70.536-030.52	Computers and Monitors	2,500.00
410.70.536-030.52	Fuel - Other	1,000.00
410.70.536-030.52	Fuel - Vehicle	10,000.00
410.70.536-030.52	iPads W/Verizon	2,400.00
410.70.536-030.52	Janitorial Supplies	2,000.00
410.70.536-030.52	Safety Boots	450.00
410.70.536-030.52	Safety Equipment and Supplies	4,000.00
410.70.536-030.52	Stipend-Pants	650.00
410.70.536-030.52	Survey and GIS Supplies	5,000.00
Account 030.52 - Operating Expense Operating Supplies Totals		<u>\$28,000.00</u>

Account 030.54 - Operating Expense Books, Subscription & Membership		
410.70.536-030.54	ICMA	800.00
410.70.536-030.54	Training Manuals/Material	1,000.00
Account 030.54 - Operating Expense Books, Subscription &		<u>\$1,800.00</u>

File Attachments for Item:

23. Update on EPA Brownfield Coalition Assessment Grant (Joe Helfenberger)

Helpfenberger, Joseph

From: Jennifer Goff <jgoff@columbiacountyfla.com>
Sent: Thursday, October 15, 2020 8:40 AM
To: Pamela J. McElroy; Diane Scholz; Helpfenberger, Joseph; Roberts, Stephen; Theresa Pinto; David Kraus; Walker Noah; Mario Coppock; Terri Phillips; Glenn Hunter
Cc: Tim Williams
Subject: EPA Brownfield Coalition Assessment Grant

Importance: High

Good morning all –

Understanding the purpose of our coalition and how the **EPA Brownfield Coalition Assessment Grant** will assist in the redevelopment and reuse of Downtown Lake City, Bell Road Corridor, and the Mega site areas; ultimately resulting in a positive economic impact to The City of Lake City and Columbia County as a whole. **Assessment Coalition Grants** are appropriate when three or more eligible entities plan to perform Assessment Grant activities on at least five brownfield sites within their communities. Up to \$600,000 per application is appropriated to address sites contaminated by hazardous substances and/or petroleum. No funding match is required for this grant. EPA anticipates funding/awarding an estimated 87 Assessment Grants for an estimated \$32 million nationally, subject to the quality of applications received, availability of funds, and other applicable considerations for the EPA FY21 Grant Cycle.

Our Coalition will be submitting an **EPA Coalition Assessment Grant Application in the amount of \$400,000** and our coalition team members are “The City of Lake City (Applicant), Columbia County, Lake City/Columbia County Chamber of Commerce, North Florida Economic Development Partnership, and Richardson Community Center”. Each team member is a vital part of our coalition; representing key components of our community and communicating through an outreach program in the understanding of how the Brownfield funding will be used in attaining a healthy prosperous future.

A critical part of EPA’s Brownfields Program is to ensure that residents living in communities historically affected by economic disinvestment, health disparities, and environmental contamination have an opportunity to reap the benefits from brownfields redevelopment. EPA’s Brownfields Program has a rich history rooted in environmental justice and is committed to helping communities revitalize brownfield properties, mitigate potential health risks, and restore economic vitality. A **brownfield site is defined** in CERCLA § 101(39) as real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of hazardous substances, pollutants, contaminants, controlled substances, petroleum or petroleum products, or is mine-scarred land. Assessment Grants provide funding for developing inventories of brownfield sites, prioritizing sites, conducting community involvement activities, conducting planning, conducting site assessments, developing site-specific cleanup plans, and developing reuse plans related to brownfield sites. Assessment Grant funds may not be used to conduct cleanup activities, but build a strong information inventory for the application of future redevelopment/cleanup grants to assist in leveraging with other funding sources such as CDBG, Revolving Loan Fund (RLF), EDA, USDA, etc....; hence attracting future business and growth to our area.

I realize that I’ve not really had the opportunity to bring everyone up to speed with what this Brownfield Coalition Grant is all about, so I asked Pam to draft a brief narrative to help fill in some blanks. I’m also sharing points that were discussed on last Friday’s call. While it isn’t on the calendar yet, I’d like to schedule a meeting for tomorrow at 11am if everyone is available, so that we can answer any questions regarding the action items listed below:

Following up on Friday’s call, I wanted to share our discussion points as well as make a request of each Coalition member.

- I will be drafting a letter to be used for requesting support from City and County councils as well as other entities that have a vested interest in this project
- Ms. Diane will send a list of possible supporters, we will divide and conquer the list amongst our team – **Diane completed. Jennifer to send out to group today.**
- Moving our meetings to weekly for the next two weeks prior to the application deadline (October 28th). Jennifer will resend invite.
- We have lowered the dollar amount that we are requesting through this grant to \$400,000. After a lengthy discussion, we feel that the sum is more than enough to cover the Phase I assessments of the project sites we have identified along the Hwy 441/Marion St corridor. Additionally, we feel that requesting a lower dollar amount will increase our chances of being awarded as the overall amount being allocated for this grant has been lowered from last year.

Our ask of each Coalition Member is as follows:

- Letter of commitment from each board/group
- A brief narrative describing how your group will support the coalition, to include any sub organizations and/or committees. Essentially what we're looking for is how can your organization help further the project.

Thanks everyone!
Jennifer

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