
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

July 19, 2021 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

The meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. The meeting will also be available via communications media technology.

CMT instructions are located at the end of this Agenda.

Pledge of Allegiance

Invocation - Council Member Eugene Jefferson

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

Roll Call

Proclamations - None

Minutes - None

Approval of Agenda

Approval of Consent Agenda - None

Presentations

- [1.](#) Funding Request for Columbia Youth Football Association - Bucky Nash

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.

Old Business

Ordinances

Open Public Hearing

- [2.](#) City Council Ordinance No. 2021-2190 (final reading) - An ordinance of the City of Lake City, Florida, amending the future land use plan map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of ten or less acres of land, pursuant to an application, CPA 21-01, by the property owners of said acreage, under the amendment procedures established in sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the future land use classification from commercial to residential moderate density (less than or equal to 4 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021

Close Hearing

Adopt City Council Ordinance No. 2021-2190 on first final reading

Open Public Hearing

- [3.](#) City Council Ordinance No. 2021-2191 (final reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended, relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 21-03, by the property owners of said acreage, providing for rezoning from commercial general (CG) to residential, single family-2 (RSF-2) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021

Close Hearing

Adopt City Council Ordinance No. 2021-2191 on final reading

Open Public Hearing

- [4.](#) City Council Ordinance No. 2021-2192 (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 21-02, by the City Council, providing for amending section 4.16.9 entitled maximum lot coverage by all buildings by changing the floor area ratio from 0.75 to 1.0 within the "ILW" industrial, light and warehousing zoning district; providing for amending section 4.17.9 entitled maximum lot coverage by all buildings by changing the floor area ratio from 0.50 to 1.0 within the "I" industrial zoning district; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021

Close Hearing

Adopt City Council Ordinance No. 2021-2192 on final reading

Open Public Hearing

- [5.](#) City Council Ordinance No. 2021-2194 - (final reading) An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z21-04, by the property owner of said acreage, providing for rezoning from residential single-family-3 (RSF-3) to commercial, neighborhood (CN) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021

Close Hearing

Adopt City Council Ordinance No. 2021-2194 on final reading

New Business

Ordinances - None

Resolutions

- [6.](#) City Council Resolution No. 2021-110 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Lieupo's Maintenance Group LLC, related to the purchase and installation of field fence at the Kicklighter Wastewater Treatment Facility; providing for a contract price not to exceed \$18,500.00; providing for the execution of the contract; and providing an effective date.

- [7.](#) City Council Resolution No. 2021-111 - A resolution of the City Council of the City of Lake City, Florida, awarding a contract for the construction of the Lake City Fire Station Number Two to Oelrich Construction, Inc.; providing for the City Manager to authorize the provision of labor, equipment, and materials for site work to be performed by the City; providing for a contractual guaranteed maximum price of \$2,425,275.00, to be paid to Oelrich Construction, Inc.; and providing for an effective date.
- [8.](#) City Council Resolution No. 2021-112 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Two with Passero Associates, LLC, for professional services related to the construction of the Westside Fire Station; providing for a not-to-exceed price of \$82,000.00, for the professional services; and providing for an effective date.
- [9.](#) City Council Resolution No. 2021-116 - A resolution of the City Council of the City of Lake City, Florida, authorizing the purchase of a hydraulic excavator from Ring Power Corporation to improve the efficiency of various city departments; providing for the payment of not-to-exceed \$282,419.00 to Ring Power Corporation; and providing for an effective date.
- [10.](#) City Council Resolution No. 2021-117 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Change Order Number One to the Contract between the City and Slack Construction, Inc., related to the purchase and installation of a prefabricated metal building; providing for an increase in the contract price by \$18,872.00: and providing for an effective date.
- [11.](#) City Council Resolution No. 2021-118 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Kim M. Landry, M.D., P.A., a Florida for-profit professional association, and Kim M. Landry, M.D., an individual, to serve the City as the City Fire Department Medical Director for the City Emergency Management Dispatch System; providing for an annual fee of \$20,000.00; providing for conflict; and providing for an effective date.

Departmental Administration

- [12.](#) Discussion and Possible Action: Staff recommendation to approve proposed FY 21/22 "Tentative" Millage Rate to the Columbia County Tax Appraiser for Truth in Millage (TRIM) Notice advertisement to property owners for the City's Tentative Budget Hearing (Ami Fields/Donna Duncan)
- [13.](#) Discussion and Possible Action: Staff recommendation to approve the TRIM Schedule for FY21/22 (Ami Fields/Donna Duncan)

Other Items

14. Discussion and Possible Action - Complaint by Fire Department Chief on City Clerk

Comments by Council Members

Adjournment

CMT Information

Members of the public may also view the meeting live on our Youtube channel at:
<https://www.youtube.com/channel/UC28Eyfa2Uogc-8VTWqafG3w>

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 at: 1-888-788-0099

Meeting ID: 851 4391 0809#

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

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:

1. Funding Request for Columbia Youth Football Association - Bucky Nash

CYFA expenses 2017-2020

Insurance Security LCPD

2017

4684.00 1685.00

2018

4359.99 1417.50

2019

6877.16 4100.00

2020

7397.00 2698.00

10:08 AM
 06/17/21
 Cash Basis

COLUMBIA YOUTH FOOTBALL ASSOCIATION INC.
Profit & Loss
 January through December 2019

	Jan - Dec 19
Ordinary Income/Expense	
Income	
DONATIONS	18,500.00
INCOME	45,839.38
Total Income	64,339.38
Expense	
ACCOUNTING	400.00
Advertising	1,031.00
BANK CHARGES	75.00
CONTRIBUTIONS	6,701.54
Dues & Subscriptions	140.00
Entry Fee	650.00
Equipment Rental	200.00
Equipment Under \$600.	1,410.00
FUEL	115.01
Golf Tournament	1,432.74
INSURANCE	
LIABILITY INSURANCE	1,550.00
INSURANCE - Other	5,327.16
Total INSURANCE	6,877.16
LICENSE & PERMITS	221.25
MEALS	4,289.30
Miscellaneous	79.85
OFFICE SUPPLIES	2,034.31
POSTAGE	373.00
Profit Share	2,720.00
Propane	88.58
PUBLIC RELATIONS	120.00
REFEREES	8,174.00
REFUNDS	200.00
REPAIRS AND MAINTENANCE	2,445.05
Sanitation	525.00
Security	4,100.00
Subcontractors	16,745.00
SUPPLIES	161.16
TROPHY EXPENSE	2,738.48
UNIFORMS	7,449.60
Total Expense	71,497.03
Net Ordinary Income	-7,157.65
Other Income/Expense	
Other Income	
INTEREST INCOME	2.10
Total Other Income	2.10
Net Other Income	2.10
Net Income	-7,155.55

1:13 PM

01/29/19

Cash Basis

COLUMBIA YOUTH FOOTBALL ASSOCIATION INC.

Profit & Loss

January through December 2018

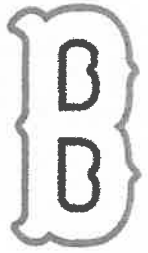
	Jan - Dec 18
Ordinary Income/Expense	
Income	
INCOME	67,285.40
Total Income	67,285.40
Expense	
ACCOUNTING	400.00
Advertising	2,301.02
Background Checks	30.00
BANK CHARGES	58.00
CONTRIBUTIONS	7,943.00
Dues & Subscriptions	85.00
Equipment Under \$600.	1,352.00
Finance Charge	189.42
FUEL	210.67
GIFT CARDS	75.00
Golf Tournament	1,252.00
INSURANCE	
LIABILITY INSURANCE	4,359.99
Total INSURANCE	4,359.99
Late Fee	29.99
LICENSE & PERMITS	140.00
MEALS	5,077.96
OFFICE SUPPLIES	1,462.08
PUBLIC RELATIONS	169.76
REFEREES	8,819.02
REFUNDS	2,760.00
REGISTRATION FEES	120.00
REPAIRS AND MAINTENANCE	936.21
Sanitation	1,035.00
Security	1,417.50
SPONSORSHIP	2,109.00
Subcontractors	13,870.00
SUPPLIES	7,720.54
TROPHY EXPENSE	2,339.60
UNIFORMS	3,318.68
Total Expense	69,581.44
Net Ordinary Income	-2,296.04
Other Income/Expense	
Other Income	
INTEREST INCOME	4.13
Total Other Income	4.13
Net Other Income	4.13
Net Income	<u><u>-2,291.91</u></u>

COLUMBIA YOUTH FOOTBALL ASSOCIATION INC.
Profit & Loss
 January through December 2017

	<u>Jan - Dec 17</u>
Ordinary Income/Expense	
Income	
INCOME	<u>57,369.81</u>
Total Income	57,369.81
Expense	
ACCOUNTING	300.00
Advertising	80.00
CAMP INSTRUCTORS	554.50
CONTRIBUTIONS	3,601.50
Dues & Subscriptions	90.00
Equipment Under \$600.	430.91
Finance Charge	113.46
FUEL	52.22
Golf Tournament	1,166.00
INSURANCE	
LIABILITY INSURANCE	<u>4,684.00</u>
Total INSURANCE	4,684.00
Janitorial	130.00
LICENSE & PERMITS	300.00
MEALS	2,763.71
Miscellaneous	6.15
OFFICE SUPPLIES	530.68
PUBLIC RELATIONS	580.00
REFEREES	10,514.00
REFUNDS	10.00
Sanitation	330.00
Security	1,685.00
SPONSORSHIP	500.00
Subcontractors	14,453.00
SUPPLIES	1,396.59
Telephone	182.69
TROPHY EXPENSE	2,546.83
UNIFORMS	<u>13,126.66</u>
Total Expense	<u>60,127.90</u>
Net Ordinary Income	-2,758.09
Other Income/Expense	
Other Income	
INTEREST INCOME	<u>20.37</u>
Total Other Income	<u>20.37</u>
Net Other Income	20.37
Net Income	<u><u>-2,737.72</u></u>

Brian's Sports LLC

2282 W US Hwy 90
Lake City, FL 32055 US
+1 3863658881
briansports13@gmail.com



Estimate

ADDRESS
RCC/AMN

ESTIMATE 1042
DATE 06/10/2021

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Equipment	SCHUTT X11 YOUTH FOOTBALL HELMET W/ FACEMASK	75	110.00	8,250.00
Equipment	SCHUTT JR BLOCKER YOUTH SHOULDER PAD	75	42.50	3,187.50
Jersey	GAME FOOTBALL JERSEY W/ PRINTING ON FRONT & BACK	75	30.00	2,250.00
Pants	GAME FOOTBALL PANTS W/ INTEGRATED PAD SYSTEM	75	22.00	1,650.00
socks	GAME FOOTBALL SOCK	75	3.00	225.00
Misc	FOOTBALL MOUTHPIECE	75	0.00	0.00
Misc	FOOTBALL HELMET CHINSTRAP	75	0.00	0.00

TOTAL

\$15,562.50

Accepted By

Accepted Date



Richardson Community Center/Annie Mattox Park North, Inc.
 Co- Sponsored by: Columbia County Recreation Department

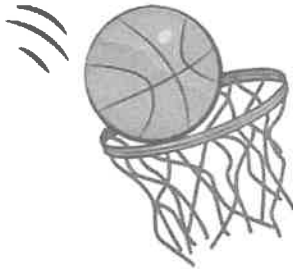
2021 Youth Basketball League Schedule

REVISED 03/02/2021

****GAMES WILL BE PLAYED AT LAKE CITY MIDDLE SCHOOL****

Jr. Varsity (7-9)

1. Celtics
2. Wolves
3. Cavaliers



Varsity Teams (10-12):

4. The Gifted Ones
5. Heat
6. Bulls
7. Magic

GAME TIME IS FORFEIT TIME

Saturday March 6

9:00 am 2 V 3
 10:00 am 4 V 7
 11:00 am 1 V 3
 12:15 pm 5 V 6

Saturday March 13

9:00 am 1 V 2
 10:00 am 4 V 6
 11:00 am 2 V 3
 12:15 pm 7 V 5

Saturday March 20

9:00 am 1 V 3
 10:00 am 6 V 7
 11:00 am 1 V 2
 12:15 pm 4 V 5

Saturday March 27

9:00 am 1 V 3
 10:00 am 7 V 4
 11:00 am 2 V 3
 12:15 pm 6 V 5

Thursday April 1

6:00 pm 4 V 7
 7:00 pm 5 V 6

Saturday April 10

9:00 am 1 V 2
 10:00 am 7 V 6
 11:00 am 1 V 3
 12:15 pm 5 V 4

Saturday April 17

9:00 am 2 V 3
 10:00 am 5 V 7
 11:00 am 1 V 2
 12:15 pm 6 V 4

Saturday April 24

9:00 am 4 V 6
 10:00 am 7 V 5

Home team is listed first, will wear white and occupy benches to the South of the scoreboard.

General Admission \$3.00

CONCESSIONS ARE AVAILABLE

File Attachments for Item:

2. City Council Ordinance No. 2021-2190 (final reading) - An ordinance of the City of Lake City, Florida, amending the future land use plan map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of ten or less acres of land, pursuant to an application, CPA 21-01, by the property owners of said acreage, under the amendment procedures established in sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the future land use classification from commercial to residential moderate density (less than or equal to 4 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021

ORDINANCE NO. 2021-2190

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF TEN OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 21-01, BY THE PROPERTY OWNERS OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COMMERCIAL TO RESIDENTIAL MODERATE DENSITY (LESS THAN OR EQUAL TO 4 DWELLING UNITS PER ACRE) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the City Council to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of the City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below;

WHEREAS, the City Council held the required public hearings, with public notice having been provided, under the procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearings, the City Council reviewed and considered all comments received during said public hearings, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section 1. Pursuant to an application, CPA 21-01, by Gregory Cooper and Shawna L. Cooper, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from COMMERCIAL to RESIDENTIAL MODERATE DENSITY (less than or equal to 4 dwelling units per acre) on property described, as follows:

Parcel No. 05-4S-17-07647-001

A parcel of land lying in Section 5, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the South right-of-way line of Southwest Happiness Lane with the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 5, also being the Northwest corner of Lot 2 of the Castle Hill Subdivision, as recorded in the Public Records of Columbia County, Florida; thence South 00°29'30" East, along the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 5, a distance of 139.42 feet; thence South 89°30'30" West 133.40 feet to the East right-of-way line of U.S. Highway 41 (State Road 25/47); thence North 09°53'30" East 140.82 feet, along the East right-of-way line of said U.S. Highway 41 (State Road 25/47); thence North 89°02'00" East 108.12 feet to the Point of Beginning.

AND

A parcel of land lying in Section 5, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the Southerly right-of-way line of Southwest Happiness Lane with the Easterly right-of-way line of U.S. Highway 41 (State Road 25/47); thence South 09°53'30" West, along the Easterly right-of-way line of said U.S. Highway 41 (State Road 25/47), a distance of 140.82 feet; thence South 89°18'30" West 40.69 feet; thence North 09°53'30" East 140.82 feet to the South right-of-way line of Southwest Happiness Lane; thence North 89°18'30" East, along the South right-of-way line of said Southwest Happiness Lane, 40.69 feet to the Point of Beginning.

Containing 0.52 acre, more or less.

Section 2. 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 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This ordinance shall be effective upon adoption.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Economic Opportunity or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity, Division of Community Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this 7th day of June 2021.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 6th day of July 2021.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Frederick L. Koberlein Jr., City Attorney

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>	_____	_____	_____
Todd Sampson, 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:

3. City Council Ordinance No. 2021-2191 (final reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended, relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 21-03, by the property owners of said acreage, providing for rezoning from commercial general (CG) to residential, single family-2 (RSF-2) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021

ORDINANCE NO. 2021-2191

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 21-03, BY THE PROPERTY OWNERS OF SAID ACREAGE; PROVIDING FOR REZONING FROM COMMERCIAL, GENERAL (CG) TO RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section 1. Pursuant to an application, Z 21-03, by Gregory Cooper and Shawna L. Cooper, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COMMERCIAL, GENERAL (CG) to RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) on property described, as follows:

Parcel No. 05-4S-17-07647-001

A parcel of land lying in Section 5, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the South right-of-way line of Southwest Happiness Lane with the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 5, also being the Northwest corner of Lot 2 of the Castle Hill Subdivision, as recorded in the Public Records of Columbia County, Florida; thence South 00°29'30" East, along the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 5, a distance of 139.42 feet; thence South 89°30'30" West 133.40 feet to the East right-of-way line of U.S. Highway 41 (State Road 25/47); thence North 09°53'30" East 140.82 feet, along the East right-of-way line of said U.S. Highway 41 (State Road 25/47); thence North 89°02'00" East 108.12 feet to the Point of Beginning.

AND

A parcel of land lying in Section 5, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the Southerly right-of-way line of Southwest Happiness Lane with the Easterly right-of-way line of U.S. Highway 41 (State Road 25/47); thence South 09°53'30" West, along the Easterly right-of-way line of said U.S. Highway 41 (State Road 25/47), a distance of 140.82 feet; thence South 89°18'30" West 40.69 feet; thence North 09°53'30" East 140.82 feet to the South right-of-way line of Southwest Happiness Lane; thence North 89°18'30" East, along the South right-of-way line of said Southwest Happiness Lane, 40.69 feet to the Point of Beginning.

Containing 0.52 acre, more or less.

Section 2. 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 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this 7th day of June 2021.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 6th day of July 2021.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

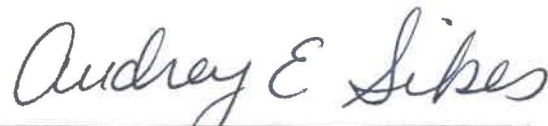
Frederick L. Koberlein Jr., City Attorney

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>	_____	_____	_____
Todd Sampson, 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:

4. City Council Ordinance No. 2021-2192 (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 21-02, by the City Council, providing for amending section 4.16.9 entitled maximum lot coverage by all buildings by changing the floor area ratio from 0.75 to 1.0 within the "ILW" industrial, light and warehousing zoning district; providing for amending section 4.17.9 entitled maximum lot coverage by all buildings by changing the floor area ratio from 0.50 to 1.0 within the "I" industrial zoning district; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021

ORDINANCE NO. 2021-2192

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 21-02, BY THE CITY COUNCIL, PROVIDING FOR AMENDING SECTION 4.16.9 ENTITLED MAXIMUM LOT COVERAGE BY ALL BUILDINGS BY CHANGING THE FLOOR AREA RATIO FROM 0.75 TO 1.0 WITHIN THE "ILW" INDUSTRIAL, LIGHT AND WAREHOUSING ZONING DISTRICT; PROVIDING FOR AMENDING SECTION 4.17.9 ENTITLED MAXIMUM LOT COVERAGE BY ALL BUILDINGS BY CHANGING THE FLOOR AREA RATIO FROM 0.50 TO 1.0 WITHIN THE "I" INDUSTRIAL ZONING DISTRICT; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, of said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations and actions designed to implement the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section 1. Pursuant to an application, LDR 21-02, by the City Council, to amend the text of the Land Development Regulations, Section 4.16.9 entitled "ILW" Industrial, Light and Warehousing, Maximum Lot Coverage By All Buildings, is hereby amended to read, as follows:

SECTION 4.16 "ILW" INDUSTRIAL, LIGHT AND WAREHOUSING

4.16.9 MAXIMUM LOT COVERAGE BY ALL BUILDINGS

In addition to meeting the required yard, building height, landscaped buffering, and offstreet parking requirements of this section, no structure shall exceed a 1.0 floor area ratio.

Section 2. Pursuant to an application, LDR 21-02, by the City Council, to amend the text of the Land Development Regulations, Section 4.17.9 entitled "I" Industrial, Maximum Lot Coverage By All Buildings, is hereby amended to read, as follows:

SECTION 4.17 "I" INDUSTRIAL

4.17.9 MAXIMUM LOT COVERAGE BY ALL BUILDINGS

In addition to meeting the required yard, building height, landscaped buffering, and offstreet parking requirements of this section, no structure shall exceed a 1.0 floor area ratio.

Section 2. 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 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161, through 163.3215, Florida Statutes, as amended.

PASSED upon first reading this 7th day of June 2021.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 6th day of July 2021.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Frederick L. Koberlein Jr., City Attorney

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>	_____	_____	_____
Todd Sampson, 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:

5. City Council Ordinance No. 2021-2194 - (final reading) An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z21-04, by the property owner of said acreage, providing for rezoning from residential single-family-3 (RSF-3) to commercial, neighborhood (CN) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021

ORDINANCE NO. 2021-2194

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 21-04, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM RESIDENTIAL, SINGLE-FAMILY-3 (RSF-3) TO COMMERCIAL, NEIGHBORHOOD (CN) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section 1. Pursuant to an application, Z 21-04, by Florida First Coast Investment Corp., to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from RESIDENTIAL, SINGLE-FAMILY-3 (RSF-3) to COMMERCIAL, NEIGHBORHOOD (CN) on property described, as follows:

Parcel No. 12515-000

A parcel of land lying within Section 31, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Lots 5 and 6 of Block 3 of McFarlane Park Subdivision, as recorded in the Public Records of Columbia County, Florida.

Containing 0.29 acre, more or less.

Section 2. 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 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this 7th day of June 2021.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 6th day of July 2021.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

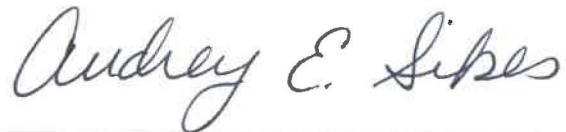
Frederick L. Koberlein Jr., City Attorney

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>	_____	_____	_____
Todd Sampson, 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 Resolution No. 2021-110 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Lieupo's Maintenance Group LLC, related to the purchase and installation of field fence at the Kicklighter Wastewater Treatment Facility; providing for a contract price not to exceed \$18,500.00; providing for the execution of the contract; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Kicklighter Fencing

DEPT / OFFICE: Utilities – Wastewater

Originator: Cody Pridgeon, Wastewater Director		
City Manager Ami Fields	Department Director Paul Dyal	Date 6/28/2021
Recommended Action: Award bid to Lieupo’s Maintenance Group LLC		
Summary Explanation & Background: The City property surrounding the Kicklighter WRF is in need of perimeter fencing. We have budgeted funds for the project in 410.74.536-060.63. The project will include <ul style="list-style-type: none"> • +/- 7,500 feet of field fence 		
Alternatives: Not Approve		
Source of Funds: Budgeted Funds 410.74.536-060.63		
Financial Impact: \$18,500		
Exhibits Attached: <ol style="list-style-type: none"> 1) Bid Tab 2) Map of Project 		



INVITATION TO BID
024-2021
KICKLIGHTER FENCING PROJECT

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

RELEASE DATE: May 25, 2021

DEADLINE FOR QUESTIONS: June 15, 2021

RESPONSE DEADLINE: June 24, 2021, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
INVITATION TO BID
Kicklighter Fencing Project

- I. Introduction.....
- II. Instruction To Bidders.....
- III. Scope of Work and Related Requirements.....
- IV. Terms and Conditions
- V. Pricing Proposal
- VI. Vendor Questionnaire Attachments:
 - A - Kicklighter Fence Project

1. INTRODUCTION

1.1. Summary

INVITATION TO BID

024-2021

Sealed bids will be accepted by the City of Lake City, Florida until Thursday, June 24, 2021 at 2:00 pm, local time through the City's e-Procurement Portal, ProcureNow. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 p.m. in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Kicklighter Fencing Project

Any deviation from the specifications must be explained in detail under "Clarifications and Exceptions", as part of the Bidder's Response, and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions related to this ITB shall be submitted in writing through the [ProcureNow](#) Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Tuesday, June 15, 2021 at 4:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of sixty (60) days following the opening of the responses.

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address, and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and

other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Joseph Helfenberger

City Manager

1.2. [Background](#)

The City of Lake City is requesting Bids from contractors for the purchase and installation of 7500 feet of 4 foot field fence at the Kicklighter facility located off of Sisters Welcome Road.

1.3. [Contact Information](#)

Karen Nelmes
Procurement Director
205 N. Marion Ave
Lake City, FL 32055

Email: nelmesk@lcfla.com

Phone: [\(386\) 719-5818](tel:(386)719-5818)

Department:

Procurement

1.4. Timeline

Release Project Date	May 25, 2021
Question Submission Deadline	June 15, 2021, 4:00pm
Question Response Deadline	June 16, 2021, 4:00pm
Proposal Submission Deadline	June 24, 2021, 2:00pm

2. INSTRUCTION TO BIDDERS

2.1. Overview

The City of Lake City is accepting bids for Kicklighter Fencing Project.

Bidders shall create a FREE account with ProcureNow by signing up at <https://secure.procurenw.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

2.2. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, ProcureNow, no later than Thursday, June 24, 2021 at 2:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the [City's e-Procurement Portal, ProcureNow](#) and may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

2.3. Pre-Bid Site Visit

Site visits are by appointment only. Please contact Karen Nelmes (386) 719-5818 to arrange a site visit.

2.4. Questions

All questions related to this ITB shall be submitted in writing via the ProcureNow Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Wednesday, June 16, 2021 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal.

2.5. Addenda

Addenda notifications will be emailed to all persons on record as following this ITB.

3. SCOPE OF WORK AND RELATED REQUIREMENTS

3.1. General Scope of Work

Purchase and installation of 7500 feet of 4 foot field fence at the Kicklighter Plant. Site visits will be by appointment only. Please call Cody Pridgeon at (386) 719-5455. Address for Site visit is 259 SW Kicklighter Terrace Lake City FL, 32055

3.2. Specifications

Contractor must provide all materials, equipment and labor to install 7500 feet of 4 foot field fence in the areas marked on Exhibit A.

Materials include but are not limited to:

12.5 Gauge 4 ft. Field Fence

4 inch x 6 foot round pressure treated wooden posts spaced 12 feet apart

8 inch round x 8 foot pressure treated round posts will be needed for corner bracing.

Corner poles must be placed in concrete at base.

Installation of the fencing will be done on the areas marked in red in Attachment A

3.3. Code and Standards

Fencing must be installed to all local, state and federal regulations and standards.

3.4. Permitting

The successful contractor shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits. Permit fees will be paid for by the contractor. The awarded bidder shall secure permits and arrange for inspections as required.

3.5. Installation

Installation of Fencing must be according to Industry Standards.

3.6. Protection of Property/Property Conditions

- A. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
- B. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
- C. Bidder shall be responsible for securing all work areas to be safe.

3.7. Safety

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

3.8. Employees

- A. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
- B. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
- C. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
- D. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.
- E. Contractor shall be solely responsible for receiving all materials and equipment at site.

3.9. Storage of Materials

Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

3.10. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

3.11. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

3.12. Traffic Control

Traffic Control is not needed.

3.13. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.
- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

4. TERMS AND CONDITIONS

4.1. Licenses/Qualifications

All Contractor's must be qualified and licensed under the laws, rules and regulations of the State of Florida and the City of Lake City, Florida to perform the work required by these contract documents. Contractor's qualifications including equipment to be used for this project will be subject to review and approval by the City prior to award.

4.2. 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 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.

4.3. Indemnity

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

4.4. Liquidated Damages

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$100.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

4.5. Schedule

- A. Upon receipt of all required documents a Notice to Proceed will be issued.
- B. Proof of materials order must be given within 2 weeks of execution of contract.
- C. The successful Contractor must complete all work within Thirty (30) calendar days after delivery of equipment or materials.

4.6. Special Conditions

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
- C. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

4.7. Contract/Award

- A. The successful Contractor will execute the contract within ten (10) calendar days following issuance of Notice of Award. Upon receipt of required documents, a Notice to Proceed will be issued.
- B. Award shall be made to the most responsive responsible bidder.

4.8. Payment

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

4.9. Or Equal

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equal" consideration must be received prior to the deadline for receiving questions.

4.10. Experience/References

Bidders must provide a statement of qualifications and include with their proposal a minimum of three (3) references for similar project in the last three (3) years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

4.11. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.
- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

4.12. Addendum

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

4.13. Required Documents

The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, References, Public Entity Crime Statement and E-Verify Affirmation Statement.

4.14. Public Entity Crime

Public Entity Crimes – Section 287.133 (3) (n) of the Florida Statutes requires that a vendor/contractor submit a sworn statement concerning Public Entity crimes. Bidders are required to submit the enclosed form with their bid, failure to do so may be reason for rejection of bid.

4.15. Employment Eligibility Verification (E-Verify)

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>.

4.16. Public Record

The Owner 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 public agency to perform the service.
- B. Upon request from the public agency'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 public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

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 (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

4.17. Payment And Performance Bonds

Payment and performance bonds are not a requirement of this bid.

4.18. [Additional Information](#)

The City of Lake City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

5. PRICING PROPOSAL

KICKLIGHTER FENCING PROJECT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
1	Installation of approximately 7500 Feet of Fencing per specifications here in.	1	Lump Sum			
TOTAL						

6. **VENDOR QUESTIONNAIRE**

6.1. References*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

***Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

6.2. Title and Organization*

Please provide your title and organization's name.

*Response required

6.3. Local Office*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

*Response required

6.4. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City 024-2021 described as Kicklighter Fencing Project.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- C. 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.
- D. 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.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. 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.
- H. 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.
- I. 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.

Please confirm

*Response required

6.6. [Disputes Disclosure Form*](#)

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

Select all that apply

- 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?
- 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?
- 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?
- None

*Response required

6.7. [Disputes Disclosure Form - Explanation*](#)

If you answered yes for any in the previous question, 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. If you selected none, please type "N/A".

*Response required

6.8. [Disputes Disclosure Form - Acknowledgement*](#)

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.

- Please confirm

*Response required

6.9. [Drug Free Workplace Certificate*](#)

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, 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".

Please confirm

*Response required

6.10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
024-2021, Kicklighter Fencing Project;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. 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;

- E. 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.

Please confirm

*Response required

6.11. E-Verify Affirmation Statement*

024-2021-Kicklighter Fencing Project

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.

Please confirm

*Response required

6.12. Bidder's Checklist*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

Please confirm

*Response required

6.13. Clarifications and Exceptions*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

*Response required

6.14. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

6.14.1. *Federal Identification No. (FEID)**

Please provide your FEIN number here.

*Response required

6.14.2. *Acknowledgments**

- A. This sworn statement is submitted with 024-2021.
- B. 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.
- C. 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.
- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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 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.
- E. 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.

Please confirm

*Response required

6.14.3. *Please indicate which statement applies.**

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

Select all that apply

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 or 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 - option 3, 4 or 5))

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)

*Response required

6.14.4. *Required Documents*

Please upload your Final Order if you selected Option 3 or Option 4 above.

6.14.5. *Describe Action Taken*

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.



City of Lake City
Procurement

Karen Nelmes, CPPB, NIGP-CPP, Procurement Director
205 N. Marion Ave., Lake City, FL 32055

PROPOSAL DOCUMENT REPORT

ITB No. 024-2021

[Kicklighter Fencing Project](#)

RESPONSE DEADLINE: June 24, 2021 at 2:00 pm

Report Generated: Tuesday, June 29, 2021

Lieupo's Maintenance Group LLC Proposal

CONTACT INFORMATION

Company:

Lieupo's Maintenance Group LLC

Email:

lieupo26@gmail.com

Contact:

Sabrina Lieupo

Address:

509 Santa Fe St SE
Live Oak, FL 32064

Phone:

(386) 209-7373

Website:

N/A

Submission Date:

Jun 24, 2021 9:41 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. References*

Pass

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

***Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

PROPOSAL DOCUMENT REPORT
ITB No. 024-2021
Kicklighter Fencing Project

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

Suwannee River Water Management District

9225 County Road 49 Live Oak, Florida 32060

(386) 362-1001

Edwin McCook

Edwin.McCook@srwmd.org

5 years

Furst Automotive

109 Duval Street SW Live Oak, Florida 32064

(386) 364-8310

Chris Furst

Harley98@windstream.net

3 years

Town of Callahan

542300 US Hwy 1 Callahan, Florida 32011

(904)879-3801

Mike Williams

Admin@townofcallahan-fl.org

3 years

2. Title and Organization*

Pass

Please provide your title and organization's name.

Manager, Lieupo's Maintenance Group LLC

3. Local Office*

Pass

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

Live Oak, Florida

4. Principal Office*

Pass

Please provide the city and state for your Principal Office.

Live Oak, Florida

5. Conflict of Interest Statement*

Pass

- A. The above named entity is submitting a Bid for the City of Lake City 024-2021 described as Kicklighter Fencing Project.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

- C. 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.
- D. 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.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. 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.
- H. 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.
- I. 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.

Confirmed

6. Disputes Disclosure Form*

Pass

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

None

7. Disputes Disclosure Form - Explanation*

Pass

If you answered yes for any in the previous question, 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. If you selected none, please type "N/A".

N/A

8. Disputes Disclosure Form - Acknowledgement*

Pass

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.

Confirmed

9. Drug Free Workplace Certificate*

Pass

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, 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 contender 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".

Confirmed

10. Non-Collusion Affidavit*

Pass

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
024-2021, Kicklighter Fencing Project;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. 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;

- E. 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.

Confirmed

11. E-Verify Affirmation Statement*

Pass

024-2021-Kicklighter Fencing Project

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.

Confirmed

12. Bidder's Checklist*

Pass

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

Confirmed

13. Clarifications and Exceptions*

Pass

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

N/A

14. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

FEDERAL IDENTIFICATION NO. (FEID)*

Pass

Please provide your FEIN number here.

47-2749124

ACKNOWLEDGMENTS*

Pass

- A. This sworn statement is submitted with 024-2021.
- B. 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.
- C. 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.
- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 1. A predecessor or successor of a person convicted of a public entity crime; or

2. 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 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.
- E. 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.

Confirmed

PLEASE INDICATE WHICH STATEMENT APPLIES.*

Pass

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

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 or convicted of a public entity crime subsequent to July 1, 1989.

REQUIRED DOCUMENTS

Please upload your Final Order if you selected Option 3 or Option 4 above.

No response submitted

DESCRIBE ACTION TAKEN

Pass

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

N/A

PRICE TABLES

KICKLIGHTER FENCING PROJECT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
1	Installation of approximately 7500 Feet of Fencing per specifications here in.	1	Lump Sum	\$18,500.00	\$18,500.00	
TOTAL					\$18,500.00	



City of Lake City
Procurement

Karen Nelmes, CPPB, NIGP-CPP, Procurement Director
 205 N. Marion Ave., Lake City, FL 32055

EVALUATION TABULATION

ITB No. 024-2021

Kicklighter Fencing Project

RESPONSE DEADLINE: June 24, 2021 at 2:00 pm

Report Generated: Tuesday, June 29, 2021

SELECTED VENDOR TOTALS

Vendor	Total
Lieupo's Maintenance Group LLC	\$18,500.00
DMC Construction, Inc.	\$30,097.50
North Florida Fence Co. Inc.	\$31,875.00
Armstrong Fence Co	\$72,375.00

KICKLIGHTER FENCING PROJECT

Selected	Line Item	Description	Quantity	Unit of Measure	Armstrong Fence Co		DMC Construction, Inc.		Lieupo's Maintenance Group LLC		North Florida Fence Co. Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Installation of approximately 7500 Feet of Fencing per specifications here in.	1	Lump Sum	\$72,375.00	\$72,375.00	\$30,097.50	\$30,097.50	\$18,500.00	\$18,500.00	\$31,875.00	\$31,875.00
Total						\$72,375.00		\$30,097.50		\$18,500.00		\$31,875.00

Recommendation: Lieupo's Maintenance Group, LLC



[Department of State](#) [Division of Corporations](#) [Search Records](#) [Search by Entity Name](#)

Detail by Entity Name

Florida Limited Liability Company

LIEUPO'S MAINTENANCE GROUP LLC

Filing Information

Document Number L15000004986
FEI/EIN Number 47-2749124
Date Filed 01/09/2015
Effective Date 01/03/2015
State FL
Status ACTIVE
Last Event LC AMENDMENT
Event Date Filed 10/15/2018
Event Effective Date NONE

Principal Address

509 SANTA FE ST. SE
 LIVE OAK, FL 32064

Mailing Address

509 SANTA FE ST SE
 LIVE OAK, FL 32064

Registered Agent Name & Address

LIEUPO, SABRINA V
 509 SANTA FE ST. SE
 LIVE OAK, FL 32064

Authorized Person(s) Detail

Name & Address

Title MGR

LIEUPO, SABRINA V
 509 SANTA FE ST. SE
 LIVE OAK, FL 32064

Title AR

LIEUPO, LUKE R
 509 SANTA FE ST. SE
 LIVE OAK, FL 32064

Title AMBR

LIEUPO, LUKE REECE
509 SANTA FE ST. SE
LIVE OAK, FL 32064

Annual Reports

Report Year	Filed Date
2019	04/03/2019
2020	02/26/2020
2021	03/02/2021

Document Images

03/02/2021 -- ANNUAL REPORT	View image in PDF format
02/26/2020 -- ANNUAL REPORT	View image in PDF format
04/03/2019 -- ANNUAL REPORT	View image in PDF format
10/15/2018 -- LC Amendment	View image in PDF format
04/20/2018 -- ANNUAL REPORT	View image in PDF format
08/24/2017 -- LC Amendment	View image in PDF format
05/08/2017 -- LC Name Change	View image in PDF format
04/04/2017 -- ANNUAL REPORT	View image in PDF format
04/30/2016 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

CITY COUNCIL RESOLUTION NO. 2021-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A BID FROM LIEUPO'S MAINTENANCE GROUP LLC, RELATED TO THE PURCHASE AND INSTALLATION OF FIELD FENCE AT THE KICKLIGHTER WASTEWATER TREATMENT FACILITY; PROVIDING FOR A CONTRACT PRICE NOT TO EXCEED \$18,500.00; PROVIDING FOR THE EXECUTION OF THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") requires the purchase and installation of 7,500 feet of 4 foot field fence at the Kicklighter 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 a competitive bid process and a formal contract to be entered when procuring services valued in excess of \$20,000.00; and

WHEREAS, due to the anticipated costs of the Projection, an Invitation to Bid ((ITB-024-2021) hereinafter "ITB") was advertised and the city administration recommends that the Project be awarded to Lieupo's Maintenance Group LLC (hereinafter "Lieupo"); and

WHEREAS, the City Council finds that it is in the City's best interest to award the contract to Lieupo for the aforementioned Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the "*Contract between the City of Lake City, Florida and Lieupo's Maintenance Group LLC*" (hereinafter 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 Contract is awarded to Lieupo and the execution of the same

is authorized.

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 Lieupo to exceed the Contract pricing. 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 Lieupo shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

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

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

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 THE CITY OF LAKE CITY, FLORIDA, AND LIEUPO'S MAINTENANCE GROUP LLC

THIS CONTRACT made and entered into this ____ day of July 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Lieupo's Maintenance Group LLC, having a mailing address of 509 Santa Fe St. SE, Live Oak, Florida 32064 (herein referred to as "Contractor").

WHEREAS, the City desires Contractor to purchase and install seven thousand five hundred (7,500) feet of four (4) foot field fence at the the City's Kicklighter Wastewater Treatment Facility (hereinafter "Kicklighter" or "Kicklighter Facility") located off of Sisters Welcome Road in Columbia County, Florida; and

WHEREAS, the City invited competitive bids through an Invitation to Bid (ITB-024-2021) 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, and any official or employee thereof 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 of Invitation to Bid and its addendum (hereinafter collectively referred to as "ITB-024-2021" or "ITB"), 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.

c. "CONTRACTOR" means the individual or firm offering professional services, 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 field fence at the Kicklighter Facility, and the services and responsibilities listed within 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 within the ITB.

4. **Term of Contract:** The Contractor shall fully complete all work required under this Contract within thirty (30) calendar days immediately following delivery of the equipment necessary to substantially perform the services. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages. The term of this Contract may be extended only by a written agreement of the parties.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amounts shown in Contractor's Bid which is a total of eighteen thousand five hundred dollars and zero cents (\$18,500.00). One payment shall be made to Contractor upon receipt of Contractor's one invoice which shall be submitted at the completion and acceptance of the Contractor's work. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in furtherance of this Contract.

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 \$1,000,000.00 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 the limits provided for in the ITB; 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 thirty (30) 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 three hundred dollars and zero cents (\$100.00) 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. **E-VERIFY**: As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly

violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-024-2021) 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.

17. **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.

18. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

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

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

**LIEUPO'S MAINTENANCE
GROUP LLC**

By: _____
Sabrina V Lieupo, Manager-

File Attachments for Item:

7. City Council Resolution No. 2021-111 - A resolution of the City Council of the City of Lake City, Florida, awarding a contract for the construction of the Lake City Fire Station Number Two to Oelrich Construction, Inc.; providing for the City Manager to authorize the provision of labor, equipment, and materials for site work to be performed by the City; providing for a contractual guaranteed maximum price of \$2,425,275.00, to be paid to Oelrich Construction, Inc.; and providing for an effective date.

Meeting Date
07/06/21

City of Lake City *Report to City Council*

AGENDA	
Section	
Item No.	

SUBJECT: RFP-018-2021 Design Build of Fire Station #2

DEPT. / OFFICE: Fire Department and Procurement Department

Originator: Karen Nelmes		
City Manager Ami Mitchell-Fields	Department Director Randy Burnham	Date 06/25/20 21
Recommended Action: Accept the revised Guaranteed Maximum Price (GMP) from Oelrich Construction Inc. who was the top ranked firm for the above referenced RFP. The City will complete the work as specified to lower the cost of the project.		
Summary Explanation & Background: The City had a formal solicitation Design-Build RFP-018-2021. The solicitation came in high at \$3,515,364. City staff agreed to perform some of the work under the direction of the Design Build team to cut the cost. The Fire department is requesting the use of the remaining awarded \$888,000 Cares Act Fund to cover the difference of the amount needed for construction and to use as contingency. The use of awarded cares act funds for this critical infrastructure asset will prevent increasing debt for the fire department and taxpayers.		
Alternatives: Not approve the revised GMP and put this back out for formal solicitation through Design-Bid-Build		
Source of Funds: Remaining Cares Act Award \$888,000 Budgeted Amount of \$1.7 million		
Financial Impact: \$2,425,275		
Exhibits Attached: Design build contract, Composite scoring and proposal		

June 25, 2021

City of Lake City
205 N. Marion Ave
Lake City, FL 32055
Attn: Ms. Ami Fields

**Re: Lake City Fire Station No. 2
Recommendation to Award Construction Contract**

Ms. Ami Fields:

The Lake City Purchasing Office opened bids for the Lake City Fire Station No. 2 located at 383 NW Hall of Fame Dr., on June 1, 2021, at 11:00 a.m. The adjusted scores (Bid Price/Qualifications=Adjusted Price) for the three shortlisted respondents are as follows:

1. **Oelrich Construction Inc: 38,285.**
2. Scorpio Corporation: 39,930.
3. Scherer Construction: 42,844.

Based on the Adjusted Scores, Oelrich Construction is the most qualified respondent with a base price of \$2,998,691.00.

An informal discussion was held with Oelrich Construction, on June 2, 2021, to confirm bids were consistent with the Contract Documents, if they had any concerns and if there was any ability to negotiate the price. No concerns were noted, and Contractor was comfortable with their bid.

On June 7, 2021, the City Council approved the City Manager to proceed to formal Negotiations with the most qualified respondent, Oelrich Construction. After formal negotiations, City Staff and Contractor agreed to a reduction in bid price of **\$573,416** for a final Guaranteed Maximum Price (GMP) of **\$2,425,275**.

Passero Associates also performed a review of Oelrich Construction's responsibility by researching the following:

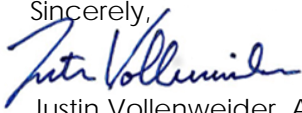
- A detailed analysis of the proposal submitted by Oelrich Construction, Inc. revealed no irregularities. The proposal appears to be fair and reasonable.
- Oelrich Construction Inc. is a licensed Certified General Contractor, CGC1510579 in the State of Florida. (Expires 8/31/2022)
- Oelrich Construction Inc. did not appear on the U.S. System for Award Management's (SAM) List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- Oelrich Construction Inc. did not appear on the U.S. Department of Labor's H-1B Debarred/Disqualified List of Employers or on the Willful Violators List.
- The Office of Safety and Health Administration (OSHA) for safety violations reported one (1) closed case within the past five (5) years. [Report ID: 0419700](#)
- Oelrich Construction Inc. has over 17 years' experience in commercial building and similar projects throughout the State of Florida.

Based on this information, **Passero recommends the contract, for construction of Lake City Fire Station No. 2, be awarded to Oelrich Construction Inc. for a GMP of \$2,425,275.**

A copy of the proposed Contract Agreement and associated Exhibits are enclosed for your use and review.

Please call me directly at (904) 224-7088 or via e-mail, jvollenweider@passero.com with any questions.

Sincerely,



Justin Vollenweider, AIA NCARB CSI-CDT
Senior Project Architect

Enclosures: Proposed Contract Agreement and Exhibits

CC: Randell Burnham, Fire Chief



City of Lake City
Procurement

Karen Nelmes, CPPB, NIGP-CPP, Procurement Director
205 N. Marion Ave., Lake City, FL 32055

EVALUATION TABULATION

GEN No. RFP- 018-2021

Design Build for Fire Station #2

RESPONSE DEADLINE: May 18, 2021 at 11:00 am

Report Generated: Thursday, July 15, 2021

SELECTED VENDOR TOTALS

Vendor	Total
Oelrich Construction Inc.	\$3,515,364.00
D E Scorpio Corporation dba Scorpio	\$3,607,688.00
Scherer Construction of North Florida, LLC	\$3,741,173.00

BASE BID

Note to All Vendors: The Base Bid should include all Unit Pricing and Breakout Pricing as part of the Guaranteed Maximum Price.

Selected	Line Item	Description	Quantity	Unit of Measure	D E Scorpio Corporation dba Scorpio		Oelrich Construction Inc.		Scherer Construction of North Florida, LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Guaranteed Maximum Price	1	Total	\$3,115,007.00	\$3,115,007.00	\$2,998,691.00	\$2,998,691.00	\$3,285,268.00	\$3,285,268.00
Total						\$3,115,007.00		\$2,998,691.00		\$3,285,268.00

UNIT PRICES

Selected	Line Item	Description	Quantity	Unit of Measure	D E Scorpio Corporation dba Scorpio		Oelrich Construction Inc.		Scherer Construction of North Florida, LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total

EVALUATION TABULATION
 GEN No. RFP- 018-2021
 Design Build for Fire Station #2

X	2	Structural Fill material as defined on C-104 and recommended in Geotechnical Report	300	Cubic Yards	\$20.00	\$6,000.00	\$18.00	\$5,400.00	\$12.50	\$3,750.00
Total							\$6,000.00		\$5,400.00	\$3,750.00

BREAKOUT PRICING

Selected	Line Item	Description	Quantity	Unit of Measure	D E Scorpio Corporation dba Scorpio		Oelrich Construction Inc.		Scherer Construction of North Florida, LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	3	Gear Washer and Gear Dryer	1	Each	\$16,617.00	\$16,617.00	\$3,000.00	\$3,000.00	\$38,948.00	\$38,948.00
X	4	Generator	1	Each	\$115,000.00	\$115,000.00	\$50,000.00	\$50,000.00	\$45,900.00	\$45,900.00
X	5	Ice Machine	1	Each	\$4,050.00	\$4,050.00	\$4,500.00	\$4,500.00	\$5,329.00	\$5,329.00
Total							\$135,667.00		\$57,500.00	\$90,177.00

ALTERNATES

Selected	Line Item	Description	Quantity	Unit of Measure	D E Scorpio Corporation dba Scorpio		Oelrich Construction Inc.		Scherer Construction of North Florida, LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	6	Alternate 1 (Out Building)	1	Total	\$275,007.00	\$275,007.00	\$108,773.00	\$108,773.00	\$106,742.00	\$106,742.00
X	7	Alternate 2 (Apparatus Bay Doors)	1	Total	\$76,007.00	\$76,007.00	\$345,000.00	\$345,000.00	\$255,236.00	\$255,236.00
Total							\$351,014.00		\$453,773.00	\$361,978.00



City of Lake City
Procurement

Karen Nelmes, CPPB, NIGP-CPP, Procurement Director
205 N. Marion Ave., Lake City, FL 32055

EVALUATION TABULATION

EVAL No. RFP-018-2021 Evaluation

Design Build Services for the Lake City Fire Station #2 Evaluation

RESPONSE DEADLINE: May 18, 2021 at 12:33 pm

CONSENSUS SCORECARD SUMMARY

Vendor	<u>Company and Personnel Experience</u> 0-100 Points 35 Points (35%)	<u>Project Approach</u> 0-100 Points 25 Points (25%)	<u>Innovation</u> 0-100 Points 10 Points (10%)	<u>Value Added</u> 0-100 Points 10 Points (10%)	<u>Schedule</u> 0-100 Points 20 Points (20%)	Total Score (Max Score 100)
D E Scorpio Corporation DBA Scorpio	86	91	94	93	94	90.35
Oelrich Construction Inc.	91	90.6	89	90.2	97	91.82
Scherer Construction of North Florida LLC	89	87	84	87	86.6	87.32
Thomas May Construction Company	79	86	80	82	77	80.75

CITY COUNCIL RESOLUTION NO. 2021-111

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

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

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

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

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

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

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

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

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

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

[The remainder of the page has been left blank intentionally.]

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

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

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



AIA[®] Document A141[™] – 2014

Standard Form of Agreement Between Owner and Design-Builder

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

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

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

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

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

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

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

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

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

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(1230333299)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

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

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

§ 1.1.1 The Owner's program for the Project:

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

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

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

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

Refer to Section 1.1.1

§ 1.1.3 The Project's physical characteristics:

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

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

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

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

None.

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

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

None

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

\$2,425,275 million

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

.1 Design phase milestone dates:

Completed

.2 Submission of Design-Builder Proposal:

Completed

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

October 4, 2021

.4 Substantial Completion date:

July 1, 2021

.5 Other milestone dates:

TBD

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§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:
(List name, legal status, address and other information.)

.1 Architect

None

.2 Consultants

None

.3 Contractors

None

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

None

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

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

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

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

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

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

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

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

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

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None

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

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

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

§ 1.3 Binding Dispute Resolution

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

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

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

§ 1.4 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

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

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

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

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

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

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

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

Individual or Position

Rate

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

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

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

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

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

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

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

%

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

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

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

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

§ 3.1 General

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

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 **Design-Builder's Submittals**

§ 3.1.11.1 to the submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit it to the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 **Royalties, Patents and Copyrights**

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement,

installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;

- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

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ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the

Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

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§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the

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Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible,

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written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such verified substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice

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to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

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§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

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§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 **Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 **Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such services shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event,

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mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of

the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed

.6 Other:

Oelrich Construction Lake City Fire Station #2 Design Build Proposal dated June 10, 2021.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mayor

DESIGN-BUILDER (Signature)

Ivan Oelrich, President

(Printed name and title)

(Printed name and title)

Attest

City Clerk

City Attorney



Init.

/

Additions and Deletions Report for AIA[®] Document A141[™] – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:06:20 ET on 06/25/2021.

PAGE 1

AGREEMENT made as of the day of in the year two thousand twenty-one

...

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

...

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

...

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

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

PAGE 2

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

PAGE 3

Refer to Section 1.1.1

...

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

...

None.

...

None

...

\$2,425,275 million

...

Completed

...

Completed

.3 ~~ed completion dates:~~ Final Design (by Design Building) completion date:

October 4, 2021

...

July 1, 2021

...

TBD

PAGE 4

None

...

None

...

None

...

None

...

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

...

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

Phone: 904.757.6106

PAGE 5

None

...

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

...

Arbitration pursuant to Section 14.4

PAGE 6

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

PAGE 7

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

PAGE 34

- ~~3~~ AIA Document A141™ 2014, Exhibit B, Insurance and Bonds
- ~~4~~ AIA Document A141™ 2014, Exhibit C, Sustainable Projects, if completed
- ~~5~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

...

Oelrich Construction Lake City Fire Station #2 Design Build Proposal dated June 10, 2021.

...

Mayor
PAGE 35

Ivan Oelrich, President

Attest

City Clerk

City Attorney

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:06:20 ET on 06/25/2021 under Order No. 7433320074 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

File Attachments for Item:

8. City Council Resolution No. 2021-112 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Two with Passero Associates, LLC, for professional services related to the construction of the Westside Fire Station; providing for a not-to-exceed price of \$82,000.00, for the professional services; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT TWO WITH PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE CONSTRUCTION OF THE WESTSIDE FIRE STATION; PROVIDING FOR A NOT-TO-EXCEED PRICE OF \$82,000.00, FOR THE PROFESSIONAL SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") entered into a Continuing Contract (hereinafter the "Agreement") with Passero Associates, LLC (hereinafter "Passero" or "Consultants"), authorized by City Council Resolution No. 2021-015 for Professional Consulting Services with the Westside Fire Station (No. 2) (hereinafter the "Project"); and

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

WHEREAS, the City desires to enter into Task Assignment Number Two to its Continuing Contract with Passero for services related to the Project, at a cost not to exceed eighty-two thousand dollars and zero cents (\$82,000.00) in accordance with the terms and conditions of Task Assignment Number Two, a copy of which is attached hereto as "Exhibit A" (marked as Service Order #2) and made a part of this resolution ("Task Assignment Number Two"), and the Continuing Contract.

WHEREAS, the City Council has determined that it is in the best interests of its citizens to enter into Task Assignment Number Two, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution.

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

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

Section 2. The City is hereby authorized to enter into Task Assignment Two with Passero Associates, LLC, 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 Two 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 Passero to exceed the Agreement pricing. The Mayor is authorized and directed to execute and deliver Task Assignment Number Two 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 Passero shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

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

The remainder of this page intentionally left blank.

Signature page follows.

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

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


AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 2 made as of the _____ day of _____ in the year Two thousand twenty-one
(In words, indicate day, month, and year.)

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

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

Phone: 386-719-5768

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

Passero Associates
4730 Casa Cola Way
Suite 200
St. Augustine, FL 32095
904.757.6106

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

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

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the 16 day of February in the year Two thousand twenty-one
(In words, indicate day, month, and year.)

form a Service Agreement.

ADDITIONS AND DELETIONS:

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

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

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

Init.

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User Notes:

(1163341677

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The Owner and Architect agree as follows.
TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SERVICES UNDER THIS SERVICE ORDER
- 3 COST OF WORK
- 4 COMPENSATION
- 5 INSURANCE
- 6 PARTY REPRESENTATIVES
- 7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

1.1 This Service Order and Service Agreement is based on the Initial Information set forth below.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

(Paragraphs deleted)

§ 1.1.1 The Owner's City Hall Program:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owners Program documents as listed in Article 7.1.3.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Article 3.:

(Provide total and, if known, a line item breakdown.)

Fire Station Construction Budget \$2,425,275 million

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Completed

- .2 Construction commencement date:

October 4, 2021 (planned)

Init.

/

.3 Substantial Completion date or dates:

July 1, 2022 (planned)

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Architect to procure Design Builder by utilizing a design and construction criteria package as Basis of Scope of Work with concurrence of the City.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:
Promus - 4245 Land Road, Ball Ground, GA 30107

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Refer to attached Fee Schedule and Section 4.1.1.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

New service order will be provided for additional services.

ARTICLE 3 COST OF THE WORK

§ 3.1

(Paragraphs deleted)

For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 3.2 The Owner's budget for the Cost of the Work is provided in Initial Information. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

✓ In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Bridging Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate.

§ 3.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Bridging Contract Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable Bridging Contract Documents market.

§ 3.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 3.6 If the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

Init.

§ 3.7 If the Owner chooses to proceed under Section 3.6.4, the Architect shall modify the Bridging Contract Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services, or the budget as adjusted under Section 3.6.1. If the Owner requires the Architect to modify the Bridging Contract Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 4; otherwise the Architect's services for modifying the Bridging Contract Documents shall be without additional compensation. In any event, the Architect's modification of the Bridging Contract Documents shall be the limit of the Architect's responsibility under this Article 3.

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

.1 **Stipulated Sum**

(Paragraphs deleted)

- **\$82,000 refer to attached fee schedule**

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

New service order will be provided for additional services.

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

N/A

(Paragraph deleted)

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:

(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

Refer to Master Agreement

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.

(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits
N/A	N/A

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

(List name, address, and other information.)

City Manager
City of Lake City
205 N., Marion Avenue
Lake City, FL 32055

Init.

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Passero Associates, LLC
Andrew M. Holesko, CM, MBA
Chief Executive Officer, Sr. Planner
4730 Casa Cola Way
Suite 200
St. Augustine, FL 32095

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
- .2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Fee Schedule – Service Order #2
- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

This Service Order entered into as of the day and year first written above.

OWNER (Signature)

Mayor

Attest

City Clerk

City Attorney

ARCHITECT (Signature)

Andrew M. Holesko, CM, MBA
Chief Executive Officer

Init.

/

Additions and Deletions Report for AIA[®] Document B221[™] – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

SERVICE ORDER number 2 made as of the _____ day of _____ in the year Two thousand twenty-one

...

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

...

Phone: 386-719-5768

...

Passero Associates
4730 Casa Cola Way
Suite 200
St. Augustine, FL 32095
904.757.6106

...

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

...

This Service Order, together with the Master Agreement between Owner and Architect dated the 16 day of February in the year Two thousand twenty-one

...

The Owner and Architect agree as follows.



3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION/COST OF WORK

...

1.1 This Service Order and Service Agreement is based on the Initial Information set forth below. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below: (State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

§ 1.1.1 The Owner's City Hall Program: (Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owners Program documents as listed in Article 7.1.3.

§ 1.1.2 The Project's physical characteristics: (Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Article 3.: (Provide total and, if known, a line item breakdown.)

Fire Station Construction Budget \$2,425,275 million

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Completed

.2 Construction commencement date:

October 4, 2021 (planned)

.3 Substantial Completion date or dates:

July 1, 2022 (planned)

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Architect to procure Design Builder by utilizing a design and construction criteria package as Basis of Scope of Work with concurrence of the City.

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:
Promus - 4245 Land Road, Ball Ground, GA 30107

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information—the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 4

Refer to attached Fee Schedule and Section 4.1.1.

...

New service order will be provided for additional services.

ARTICLE 3 — DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

ARTICLE 3 COST OF THE WORK

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner’s anticipated dates for commencement

of construction and Substantial Completion of the Work are set forth below:

.1 — Commencement of construction date:

.2 — Substantial Completion date:

For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 3.2 The Owner's budget for the Cost of the Work is provided in Initial Information. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 3.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Bridging Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate.

§ 3.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Bridging Contract Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable Bridging Contract Documents market.

§ 3.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 3.6 If the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 3.7 If the Owner chooses to proceed under Section 3.6.4, the Architect shall modify the Bridging Contract Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services, or the budget as adjusted under Section 3.6.1. If the Owner requires the Architect to modify the Bridging Contract Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 4; otherwise the Architect's services for modifying the Bridging Contract Documents shall be without additional compensation. In

any event, the Architect's modification of the Bridging Contract Documents shall be the limit of the Architect's responsibility under this Article 3.

PAGE 5

.1 Stipulated Sum
— (Insert amount)

.2 Percentage Basis
— (Insert percentage value)

— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

.3 Other
— (Describe the method of compensation)

- **\$82,000 refer to attached fee schedule**

...

New service order will be provided for additional services.

...

N/A

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

...

Refer to Master Agreement

...

N/A

N/A

...

City Manager
City of Lake City
205 N., Marion Avenue
Lake City, FL 32055

PAGE 6

Passero Associates, LLC
Andrew M. Holesko, CM, MBA
Chief Executive Officer, Sr. Planner
4730 Casa Cola Way
Suite 200
St. Augustine, FL 32095

...

Fee Schedule – Service Order #2

...

OWNER (Signature)

Mayor

Attest

City Clerk

OWNER (Signature)

(Printed name and title)

City Attorney

ARCHITECT (Signature)

Andrew M. Holesko, CM, MBA
Chief Executive Officer

ARCHITECT (Signature)

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:28:59 ET on 06/25/2021 under Order No. 7433320074 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B221™ – 2018, Service Order for use with Master Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

June 25, 2021

City of Lake City
204 N. Marion Ave.
Lake City, Florida 32055
Attn: Ms. Ami Fields

Re: Owner's Representative (Phase 2) – Service Order #2

Dear Ms. Ami Fields:

Thank you for allowing Passero Associates to be part of this exciting project. As requested, we have prepared the following Fee Proposal for Professional Owner's Representative Services, During Construction, for the Lake City Fire Station No. 2 Project. Services are summarized below and further defined in attached Fee Schedule.

Owner's Representative Services, Final Design Phase:

- Attend meetings with Design-Builder and Owner to coordinate final design.
- Review progress drawings for conformance to Contract Documents.
- Review Value Engineering options and make recommendations to City.

Owner's Representative Services, During Construction:

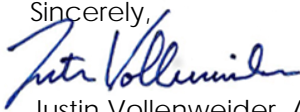
- Attend weekly meetings for nine (9) month construction schedule.
- Conduct final inspection and distribute punch list report.
- Review shop drawings and submittals.
- Review and certify contractor's monthly applications for payment.

Fee Summary

Owner's Rep. Final Design Phase.....	\$13,000
Owner's Rep. Construction Phase	<u>\$69,000</u>
Total	<u>\$82,000</u>

Please call me directly at (904) 224-7088 or via e-mail, jvollenweider@passero.com with any questions. We appreciate the opportunity and thank you for your consideration.

Sincerely,



Justin Vollenweider, AIA NCARB CSI-CDT
Senior Project Architect

OWNER'S REPRESENTATIVE – PHASE 2 (CONSTRUCTION ADMINISTRATION SERVICES)

PROPOSED NEW FIRE STATION

LAKE CITY, FLORIDA

FEE SCHEDULE – SERVICE ORDER #2

JUNE 8, 2021

SCOPE OF WORK FOR OWNER'S REPRESENTATIVE – SERVICE ORDER #2 (CONSTRUCTION ADMINISTRATION SERVICES)

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

1.0 OWNER'S REP. SERVICES, FINAL DESIGN PHASE

1.1. Design-Builder Final Design Phase

- Attend meetings with Design-Builder and Owner to coordinate final design.
- Review progress drawings for conformance to Contract Documents. (Includes civil, structural, mechanical, electrical, and plumbing systems review)
- Review Value Engineering options and make recommendations to City.

2.0 OWNER'S REPRESENTATIVE SERVICES, DURING CONSTRUCTION

2.1. Project Administration

- One (1) pre-construction meeting.
- Field meetings (attend weekly meetings with Contractors – assumed construction period 9 months).
- Field Reports as conditions necessitate (other than the weekly field meetings).
- MEP Engineers will attend one (1) site visit/meeting.
- Final inspection and punch-list.
- Threshold (third-party) inspections and material testing to be obtained by City.
- Review testing and inspection reports and comment, as necessary.

2.2. Shop Drawings

- Process of submittals, including receipt, review of, and appropriate action on Shop Drawings.
- Distribution of submittals to Owner and Contractor, as required.
- Related communications.

2.3. Supplemental Documentation

- Review, preparation, and distribution of Owner-requested changes in the Scope of Work (Change Orders).
- Preparation, reproduction, and distribution of supplemental drawings or interpretations in response to requests for clarification by Contractor(s) or the Owner.

2.4. Payment Review

- Certification of the Contractor's monthly application for payment.

3.0 SCOPE OF WORK FOR SUPPLEMENTAL SERVICES

Special services are not included; however, if during the project special services are identified, such services shall be performed by the Consultant for additional compensation and only as requested and agreed to by the Consultant and City, and approved, in writing, by the City.

CONTRACT ASSUMPTIONS AND EXCLUSIONS

4.0 CONTRACT EXCLUSIONS

Below we have listed services that are excluded from those provided in our Basic Owner's Representative Services. If during the review process, any of these additional services are required, we will work with you to identify the associated costs.

- Any item not explicitly outlined herein.
- Environmental Testing and Auditing.
- Special Inspections and Construction Testing. Special Inspections Services provided includes only the preparation of the initial statement of Special Inspections and Construction Testing that the project might be required to undertake.
- Commissioning Services.
- Interior design services including Furniture Selection or Coordination.
- Post-Construction Record Documents, unless otherwise included.
- LEED Certification and Approval Process unless otherwise specified herein.
- Payment of Any Utility Fees, County Health Department Fees, permit fees and/or any Other Utility Company Fees Related to Work Designed, Service Upgrades, and Reports.
- City, County and State agency/municipality permits and approvals.

FEE SCHEDULE SUMMARY – SERVICE ORDER #2

1.0 OWNER’S REP. SERVICES FINAL DESIGN PHASE
 HVAC, Plumbing, Fire Protection, Electrical Design Review (Promus)\$3,000
 Architectural, Civil and Structural Design Review (Passero)..... \$10,000
Summary of Fees for Owner’s Rep. Services Final Design Phase..... \$13,000

2.0 OWNER’S REP. SERVICES DURING CONSTRUCTION
 Submittal/Shop Drawing Review.....\$7,000
 9 months of construction (assume Oct. 1, 2021 – July 1, 2022) \$62,000
Summary of Fees for Owner’s Rep. Services During Construction..... \$69,000

TOTAL SERVICE FEE FOR OWNER’S REP. SERVICES \$82,000

3.0 SUPPLEMENTAL SERVICES
 Summary of Supplemental Services Fees **Not Applicable**

TOTAL OWNER’S REP. AND SUPPLEMENTAL SERVICE FEE \$82,000

REIMBURSABLE EXPENSE ESTIMATE

Printing, copying, and miscellaneous expenses Included in Service Fee

File Attachments for Item:

9. City Council Resolution No. 2021-116 - A resolution of the City Council of the City of Lake City, Florida, authorizing the purchase of a hydraulic excavator from Ring Power Corporation to improve the efficiency of various city departments; providing for the payment of not-to-exceed \$282,419.00 to Ring Power Corporation; and providing for an effective date.

MEETING DATE
July 19, 2021

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Caterpillar 330 GC Hydraulic Excavator

DEPT / OFFICE: Distribution & Collections

Originator: Brian Scott, Director of Distribution and Collections		
City Manager Ami Mitchell Fields	Department Director Paul Dyal	Date 06-16-2021
Recommended Action: Approve purchase of Caterpillar 330 Hydraulic Excavator of Distribution and Collections for \$282,419.00		
Summary Explanation & Background: <p>The Distribution and Collections department is undergoing an increase in new services and repairs to our system. As such, being able to have the appropriate equipment to undertake these tasks is critical to saving time, money, and efficiency.</p> <p>Currently, multiple departments are sharing one excavator and need to schedule jobs around each other. In some cases, it can take months before the excavator is available to use. Therefore, we are requesting the purchase of a Caterpillar 330 Excavator for the department to assist in speeding up utility pipe installations and new development projects.</p> <p>Funds for the excavator will be sourced from UT Admin's 410.70.536-060.64. Additionally, the UT Admin department is requesting the transfer of \$282,419.00 from 410.70.536-060.63 into 410.70.536-060.64.</p>		
Alternatives: Continue to share equipment and delay utility infrastructure from being provided to new developments.		
Source of Funds: 410.70.536-060.64		
Financial Impact: \$282,419.00		
Exhibits Attached: Quote from Ring Power.		

CITY COUNCIL RESOLUTION NO. 2021-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE PURCHASE OF A HYDRAULIC EXCAVATOR FROM RING POWER CORPORATION TO IMPROVE THE EFFICIENCY OF VARIOUS CITY DEPARTMENTS; PROVIDING FOR THE PAYMENT OF NOT-TO-EXCEED \$282,419.00 TO RING POWER CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the multiple departments within the City of Lake City, Florida, (hereinafter the "City") are experiencing demands that require the use of the City's sole excavator; and

WHEREAS, the city administration requires appropriate equipment to undertake and complete the various needs placed upon the City; and

WHEREAS, the city administration has identified the need to purchase a Caterpillar 330 GC Hydraulic Excavator and recommends such a purchase to assist the City's multiple departments complete various projects; and

WHEREAS, Section 2-178(g)(1) of the City Code permits the City to enter into an agreement for the acquisition of services and commodities that have been competitively procured by other agencies, also known as "piggybacking"; and

WHEREAS, the city administration recommends the procurement of a Caterpillar 330 Excavator from Ring Power Corporation, an authorized dealer of Caterpillar equipment, pursuant to the contract that Ring Power Corporation has been awarded by Sourcewell (f/k/a: NJPA and a service cooperative created by the Minnesota legislature) (hereinafter the "Sourcewell Contract # 032119-CAT"); and

WHEREAS, the City Council finds it to be in the City's best interests to purchase the Caterpillar 330 Excavator at a proposed cost not to exceed two hundred eighty-two thousand four hundred nineteen dollars and zero cents (\$282,419.00), pursuant to the Sourcewell Contract # 032119-CAT, a copy of said proposal is attached hereto.

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

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

Section 2. The City is hereby authorized to purchase the Caterpillar 330 Excavator at the aforementioned contract pricing of \$282,419.00.

Remainder of this page left blank intentionally

FLK/aj
07/07/2021

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

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

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

Ring Power



Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

QUOTE PER THE SOURCEWELL CONTRACT

Quote Prepared For:
City of Lake City

4/12/2021
Rev 6/24

(1) NEW CATERPILLAR 330 GC HYDRAULIC EXCAVATOR

CONTRACT DETAILS

Sourcewell
Contract # 032119-CAT
Contract Valid through 5/13/2023

MACHINE SPECIFICATIONS

597-0996	330 GC 07B HEX AM-N CFG1B	\$290,040
579-4738	COMMON ARRANGEMENT	INCL
575-2677	COUNTERWEIGHT, 6.7MT (14,770lb)	INCL
593-4942	UNDERCARRIAGE, LONG	INCL
577-5866	BOOM, REACH 6.15M (20'2")	INCL
516-8457	CYLINDER, BOOM	INCL
516-5832	CYLINDER, STICK	INCL
516-5840	CYLINDER, BKT, CB2	INCL
516-8548	BOOM TUBE	INCL
578-4510	CAB, COMFORT	INCL
577-7867	LINES, A/C	INCL
511-9427	MONITOR, 8"	INCL
502-7166	RADIO, W/BLUETOOTH	INCL
490-7715	PEDAL, STRAIGHT TRAVEL	INCL
488-6816	MACHINE ECM	INCL
577-3907	LIGHT, CHASSIS	INCL
577-6543	LIGHT, BOOM LH	INCL
577-6544	LIGHT, BOOM RH	INCL
520-1923	FINE SWING	INCL
517-4758	CONTROL, QC	INCL
346-7150	GUARD, TRACK GUIDING, SEGMENTED	INCL
514-7012	GUARD, TRAVEL MOTOR, STD	INCL

520-9418	FILM, OPERATING PATTERN, 2WAY	INCL
567-3818	FILM, ROPS	INCL
559-9611	STICK, R10'6"	\$4,585 ✓
521-8022	LINKAGE, BKT, CB2 W/EYE	\$3,290 ✓
569-9837	TRACK, 31" TG	\$4,555 ✓
597-0936	HYDRAULIC PKG, COMBINED	\$7,260 ✓
528-6835	JOYSTICKS, VERTICAL SLIDER	\$1,240 ✓
549-9535	LINES, DRAIN, PQC	NC
506-5013	BATTERIES, 2	\$600 ✓
593-4952	CAMERA, REAR & RH VIEW	\$840 ✓
577-3853	LIGHTS, CAB, W/O 360	\$330 ✓
513-3213	SENSOR, PRESSURE, QC	NC
484-8021	WIPER, RADIAL W/O LOWER	NC
592-6105	PROD LINK, PLE643/PLE743 RADIO	NC
555-7286	NETWORK MANAGER, STD	NC
580-8628	MIRROR, CAB, W/O GUARD	\$111 ✓
578-2910	DECALS, EXTERIOR, ANSI	NC
573-4351	DECALS, CAB, ANSI	NC
567-3815	DECALS, STICK WARNING, ANSI	NC
528-4738	FILM, EMC	NC
OP-3380	INSTRUCTIONS, ENGLISH	NC
562-6221	LINES, HP, REACH BOOM	\$1,285 ✓
356-8134	LINES-HP, R10' 6" STICK	\$1,175 ✓
488-6450	SUNSCREEN, REAR	\$217 ✓
592-8316	ALARM, TRAVEL	\$910 ✓
549-2633	SCREEN, RADIATOR	\$245 ✓
576-9461	STORAGE TRAY	\$50 ✓
	TOTAL LIST PRICE	\$316,733
	LESS 16% SOURCEWELL DISCOUNT	(\$50,677)
TOTAL OF MACHINE SPECIFICATIONS		\$266,056

CATERPILLAR WORK TOOLS

578-2515	PRO PLUS HYDRAULIC THUMB GROUP	\$14,857 ✓
385-9614	THUMB, BRACKET GP	\$946 ✓
418-0310	CONNECTOR LINES, THUMB	\$1,171 ✓
552-8283	BUCKET-GENERAL DUTY 54" 2.4 YD3 CB	\$11,768 ✓
	INCLUDES (7) WIDE TIPS	INCL
357-2698	SIDECUTTERS, HEAVY DUTY	\$1,174 ✓
	SUB TOTAL	\$29,916
	LESS 15% SOURCEWELL DISCOUNT	(\$4,487)
TOTAL OF CAT WORK TOOLS		\$25,429

WARRANTY

	12 MONTH / UNLIMITED HOUR PREMIER	INCL
	60 MONTH / 2500 HOUR PREMIER	\$5,750
	SUBTOTAL	\$297,234
	LESS ONE TIME ADDITIONAL DISCOUNT	<u>(\$14,815)</u>
	TOTAL SOURCEWELL TRANSACTION PRICE	\$282,419

Best regards,

Todd Sandlin

Todd Sandlin
Vice President / Regional Manager
Ring Power Corporation

File Attachments for Item:

10. City Council Resolution No. 2021-117 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Change Order Number One to the Contract between the City and Slack Construction, Inc., related to the purchase and installation of a prefabricated metal building; providing for an increase in the contract price by \$18,872.00: and providing for an effective date.

MEETING DATE
June 21, 2021

CITY OF LAKE CITY Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: D&C Utility Annex Shop Building

DEPT / OFFICE: Distribution & Collections

Originator: Brian Scott, Director of Distribution and Collections		
City Manager Joseph Helfenberger	Department Director Paul Dyal	Date 06-11-2021
Recommended Action: Award lowest bidder, Slack Contruction, the bid for (1) 50' x 50' x 16' Metal Building Bid # ITB-016-2021.		
Summary Explanation & Background: On April 22, 2021, bids were received and evaluated. The low bid was found to be Slack Construction, Bid # ITB-016-2021. Staff recommends awarding the bid to Slack Construction based on bid review for (1) 50' x 50' x 16' metal building at a total lump sum bid of \$84,173.00. This building will be placed across from the utility annex and replacing the existing shop buildings. The current buildings are too small and cannot handle the current in-house welding and repair workload required. One of the buildings is leaking and causing damage to equipment. The new building will also be used to store more equipment, the six portable lift station generators, and the vac trucks during the winter to keep them in optimal condition. The building will also include showers for the technicians to clean up after they deal with wastewater. The funds for the shop building will come from various items in the department's 64 account: <ul style="list-style-type: none"> ▪ Cubicles (\$2,478.71 remaining) ▪ Flat Bed Trailer (\$12,547.50 remaining) ▪ Heater for New Shop (\$4,000 remaining) ▪ Walk Behind Concrete Saw (\$5,276.69 remaining) Total: \$24,302.90, plus the original budgeted amount of \$60,000 for a grand total of \$84,302.90.		
Alternatives: None.		
Source of Funds: 410.78.536-060.64		
Financial Impact: \$84,173.00		
Exhibits Attached: 1) ITB-016-2021		

CITY COUNCIL RESOLUTION NO. 2021-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE TO THE CONTRACT BETWEEN THE CITY AND SLACK CONSTRUCTION, INC., RELATED TO THE PURCHASE AND INSTALLATION OF A PREFABRICATED METAL BUILDING; PROVIDING FOR AN INCREASE IN THE CONTRACT PRICE BY \$18,872.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida, (hereinafter the "City") entered into an agreement with Slack Construction, Inc. (hereinafter "Slack") pursuant to City Council Resolution No. 2021-079, for the purchase and installation of a prefabricated metal building on an existing concrete foundation for a contract price of \$84,173.00, a copy of which is attached hereto as "Exhibit A"; and

WHEREAS, the cost of materials related to the subject matter of the Contract have increased due to the passing of time; and

WHEREAS, City and Slack have determined that it is in the best interests of both parties to enter into Change Order Number One to the Contract to provide for the increase in price for the prefabricated metal building and spray foam insulation; and

WHEREAS, Change Order Number One will increase the contract price of the Project by eighteen thousand eight hundred seventy-two dollars and zero cents (\$18,872.00); and

WHEREAS, City desires to enter into Change Order Number One pursuant to and in accordance with the respective terms and conditions included in the

FLK/mr
07/07/2021

Change Order, a copy of which is attached hereto as "Exhibit B" and made a part of this resolution and leaving all other provisions of the Contract in full force and effect.

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

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

Section 2. The City is hereby authorized to enter into Change Order Number One with Slack and the Mayor is authorized to execute Change Order Number One for, and on behalf of, the City.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of July, 2021.

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

FLK/aj
05/17/2021

CITY COUNCIL RESOLUTION NO. 2021-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A BID FROM SLACK CONSTRUCTION, INC., RELATED TO THE PURCHASE AND INSTALLATION OF A PREFABRICATED METAL BUILDING ON AN EXISTING CONCRETE FOUNDATION; PROVIDING FOR A CONTRACT PRICE NOT TO EXCEED \$84,173.00; PROVIDING FOR THE EXECUTION OF THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") requires the purchase and installation of a 50' wide x 50' long x 16' high prefabricated metal building on an existing 12" slab (hereinafter the "Project"); and

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

WHEREAS, an Invitation to Bid ((ITB-016-2021) hereinafter "ITB") was advertised and the city administration recommends that the Project be awarded to Slack Construction, Inc. (hereinafter "Slack Construction"); and

WHEREAS, the City Council finds that it is in the City's best interest to award the contract to Slack Construction for the aforementioned Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the "*Contract between the City of Lake City, Florida and Slack Construction Inc.*" (hereinafter 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 Contract is awarded to Slack Construction and the execution of the same is authorized.


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 Slack Construction to exceed the Agreement pricing. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Slack Construction 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 21st day of June 2021.


CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST:

By: 
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

**CONTRACT BETWEEN CITY OF LAKE CITY, FLORIDA AND
SLACK CONSTRUCTION, INC.**

THIS CONTRACT made and entered into this 21st day of June 2021, 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 SLACK CONSTRUCTION, INC., with a mailing address of P.O. Box 53, Ocala, Florida 34478, (herein referred to as "Contractor").

WHEREAS, the City desires Contractor to purchase and install a 50' wide x 50' long x 16' high prefabricated metal building on an existing 12" slab, more specifically described in the Contract documents; 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; and

WHEREAS, the City invited bids through an Invitation to Bid (ITB-016-2021), 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 City and Contractors intentions and obligations.

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, and any official and/or employee thereof 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 of Invitation to Bid (ITB-016-2021) reasonably inferred to the City and including all addendum (hereinafter referred to as "ITB"), attachments, and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means Slack Construction, 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/or 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 a 50' x 50' x 16' prefabricated metal building on an existing 12" slab. Specifically, the services and responsibilities listed within the sections titled "SCOPE OF WORK AND RELATED REQUIREMENTS", "TERMS AND CONDITIONS", found within 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 within the ITB.

4. **Term of Contract:** The Contractor shall fully complete all work required under this Contract within sixty (60) calendar days immediately following delivery of the equipment necessary to substantially perform the services. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages. The term of this Contract may be extended only by a written agreement of the parties.

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 Bid which is a total of eighty-four thousand one hundred seventy-three dollars and zero cents (\$84,173.00). One payment shall be made to Contractor upon receipt of Contractor's one invoice which shall be submitted at the completion and acceptance of the Contractor's work. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in

furtherance of this Contract.

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 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 \$1,000,000.00 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 \$200,000.00 per person and \$300,00.00 per occurrence and \$200,00.00 property damages; 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
- (d) Professional liability insurance for "errors and omissions" covering as insured the Contractor with not less than \$1,000,000.00 limit of liability.

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/or 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 sixty (60) 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 three hundred dollars and zero cents (\$300.00) 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. **E-VERIFY**: As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section

448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-016-2021) 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.

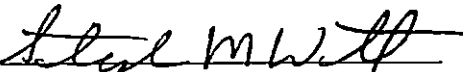
17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

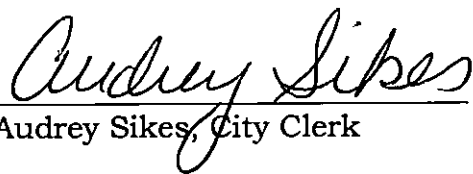
[Remainder of this page left blank intentionally. Signature page to follow.]

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:

By: 
Audrey Sikes, City Clerk

Approved as to form and legality:

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

ATTEST:

Witness

Printed Name/Title

SLACK CONSTRUCTION, INC.

By: _____
Cynthia C Slack, CEO

INVITATION TO BID

ITB-016-2021

REBID - PURCHASE AND INSTALLATION OF 50 X 50 X 16
PREFABRICATED METAL BUILDING ON EXISTING 12" SLAB

City of Lake City

205 N. Marion Ave.

Lake City, FL 32055

RELEASE DATE: March 11, 2021

DEADLINE FOR QUESTIONS: March 26, 2021

RESPONSE DEADLINE: April 22, 2021, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
INVITATION TO BID

Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal
Building on Existing 12" Slab

- I. Introduction.....
- II. Instruction To Bidders.....
- III. Scope of Work and Related Requirements.....
- IV. Terms and Conditions
- V. Pricing Proposal
- VI. Vendor QuestionnaireAttachments:
 - A - FRONT (4)
 - B - BACK (4)
 - C - LEFT (8)
 - D - RIGHT (3)

1. INTRODUCTION

1.1. Summary

INVITATION TO BID

ITB-016-2021

Sealed bids will be accepted by the City of Lake City, Florida until Thursday, April 22, 2021 at 2:00 pm, local time through the City's e-Procurement Portal, ProcureNow. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

Any deviation from the specifications must be explained in detail under "Clarifications and Exceptions", as part of the Bidder's Response, and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions related to this ITB shall be submitted in writing through the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Friday, March 26, 2021 at 5:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of sixty (60) days following the opening of the responses.

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address, and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and

other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Joseph Helfenberger

City Manager

1.2. Contact Information

Dee Johnson

Procurement Coordinator

205 N. Marion Avenue

Lake City, FL 32055

Email: johnsond@lcfla.com

Phone: [\(386\) 719-5816](tel:(386)719-5816)

Department:

Procurement

1.3. Timeline

Release Project Date	March 11, 2021
Question Submission Deadline	March 26, 2021, 5:00pm
Question Response Deadline	April 2, 2021, 5:00pm
Proposal Submission Deadline	April 22, 2021, 2:00pm

2. INSTRUCTION TO BIDDERS

2.1. Overview

The City of Lake City is accepting bids for Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab.

Bidders shall create a FREE account with ProcureNow by signing up at <https://secure.procurenw.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

2.2. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, ProcureNow, no later than Thursday, April 22, 2021 at 2:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the City's e-Procurement Portal, ProcureNow and may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

2.3. Pre-Bid Site Visit

Site visits are by appointment only. Please contact Savannah Dunn at 386-758-5492 or dunns@lcfla.com to arrange a site visit.

2.4. Questions

All questions related to this ITB shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Friday, April 2, 2021 by 5:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal.

2.5. Addenda

Addenda notifications will be emailed to all persons on record as following this ITB.

3. SCOPE OF WORK AND RELATED REQUIREMENTS

3.1. General Scope of Work

The contractor shall purchase and install one (1) new prefabricated metal building. Drawings shall be provided for placement of doors. Shop drawings shall be provided and approved by the City of Lake City before manufacturing begins. The building shall comply with all State, Federal and local laws and ordinances.

The successful Contractor shall be responsible for providing all engineered drawings and specifications required to obtain the appropriate building permits. Intended use for building will be as a workshop. Electrical will not be needed.

3.2. Specifications

The contractor shall provide the following:

1. Building dimensions shall be 50' width, 50' length and 16 foot height.
2. Building shall be clear span frame and have an eave height in the front and back of 16 feet.
3. Existing slab is twelve (12") inches thick. No drawings are available for pre-existing slab. If footers are needed it will be the responsibility of the contractor.
4. The roof pitch shall be designed as gable type system with minimum 3:12 pitch, with the gutters and downspouts ensuring any runoff are directed away from the building.
5. Roof and Side walls shall be 26 Gauge Galvalume Plus
6. Only premium stainless steel screws will be used and must contain an integral rubber washer.
7. Gutter and down spouts – 26 gauge color gutter and down spouts.
8. Doors: Drawings are for informational purposes only for the placement of doors.
Personnel doors - quantity of two (2) exterior commercial metal doors, 36" X 80" with standard door locks.
Roll up doors – quantity of three (3) - Two (2) 16' X 14' coiling roll up with chain drive. One (1) 12' X 12' coiling roll up with chain drive.
9. Spray Insulation only and has to be a minimum three (3) inch thickness in roof and walls.

10. Wind load requirement is 140 MPH (mile per hour) and shall meet FBC (Florida Building Code) latest edition.

11. Lean-To - 50' wide X 20' Length Over Hang on Left End Side (Noted in attachments)

NOTE: The City of Lake City will select colors.

3.3. Permitting

The successful contractor shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits. Permit fees will be paid for by the contractor. The awarded bidder shall secure permits and arrange for inspections as required.

3.4. Employees

- A. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
- B. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
- C. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
- D. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.
- E. Contractor shall be solely responsible for receiving all materials and equipment at site.

3.5. Delivery

Freight charges must be included in the proposal. Delivery will be to the City of Lake City Utility Annex located at 692 SW St. Margarets Street, Lake City FL 32025. Contractor shall be represented on-site at time of delivery for materials/equipment acceptance.

3.6. Installation

Successful Bidder must provide all materials, supplies and labor for the complete installation of the building. Complete installation of the building, footers, etc. shall be the responsibility of the Contractor.

3.7. Protection of Property/Property Conditions

- A. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
- B. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
- C. Bidder shall be responsible for securing all work areas to be safe.

3.8. Safety

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

3.9. Storage of Materials

Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

3.10. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

Contractor may choose to bring a construction dumpster for their use, which will need to be removed at the end of project.

Location of temporary dumpster must be approved by City Project Manager prior to placement.

3.11. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

3.12. Traffic Control

No traffic control will be needed. Contractor must conduct the project to ensure minimum interference with facility and yard operations.

3.13. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.
- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.
- C. Minimum Manufacturers 20-year limited rust through warranty on frame and panels.

4. TERMS AND CONDITIONS

4.1. Licenses/Qualifications

All Contractor's must be qualified and licensed under the laws, rules and regulations of the State of Florida and the City of Lake City, Florida to perform the work required by these contract documents. Contractor's qualifications including equipment to be used for this project will be subject to review and approval by the City prior to award.

4.2. 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 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.

4.3. Indemnity

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

4.4. Schedule

- A. Upon receipt of all required documents a Notice to Proceed will be issued.
- B. The successful Contractor must complete all work within Sixty (60) calendar days after delivery of materials.

4.5. Special Conditions

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
- C. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

4.6. Contract/Award

- A. The successful Contractor will execute the contract within ten (10) calendar days following issuance of Notice of Award. Upon receipt of required documents, a Notice to Proceed will be issued.
- B. Award shall be made to the most responsive responsible bidder.

4.7. Payment

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

4.8. Or Equal

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equal" consideration must be received prior to the deadline for receiving questions.

4.9. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.
- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

4.10. Experience/References

Bidders must provide a statement of qualifications and include with their proposal a minimum of Three (3) references for similar project in the last Five (5) years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

4.11. Addendum

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

4.12. Required Documents

The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, References, Public Entity Crime Statement and E-Verify Affirmation Statement.

4.13. Public Entity Crime

Public Entity Crimes – Section 287.133 (3) (n) of the Florida Statutes requires that a vendor/contractor submit a sworn statement concerning Public Entity crimes. Bidders are required to submit the enclosed form with their bid, failure to do so may be reason for rejection of bid. This is now in the form of a question, questions are in section 6.

4.14. Employment Eligibility Verification (E-Verify)

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>.

4.15. Public Record

The Owner 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 public agency to perform the service.
- B. Upon request from the public agency'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 public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

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 (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

4.16. Payment And Performance Bonds

Payment and performance bonds are not a requirement of this bid.

4.17. Additional Information

The City of Lake City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

5. PRICING PROPOSAL

PURCHASE AND INSTALLATION OF 50 X 50 X 16 PREFABRICATED METAL BUILDING ON EXISTING 12" SLAB

Line Item	Description	Items	Total Cost	Comments
ITEM 1	Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab .	1		

6. **VENDOR QUESTIONNAIRE**

6.1. References*

As per the Terms and Conditions, please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

***Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

6.2. Title and Organization*

Please provide your title and organization's name.

*Response required

6.3. Local Office*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

*Response required

6.4. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City ITB-016-2021 described as Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

- C. 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.
- D. 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.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. 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.
- H. 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.
- I. 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.

Please confirm

*Response required

6.6. Disputes Disclosure Form*

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

Select all that apply

- 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?
- 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?
- 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?
- None

*Response required

6.7. Disputes Disclosure Form - Explanation*

If you answered yes for any in the previous question, 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. If you selected none, please type "N/A".

*Response required

6.8. Disputes Disclosure Form - Acknowledgement*

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.

Please confirm

*Response required

6.9. Drug Free Workplace Certificate*

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, 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".

Please confirm

*Response required

6.10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
ITB-016-2021, Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. 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;
- E. 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.

Please confirm

*Response required

6.11. E-Verify Affirmation Statement*

ITB-016-2021-Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

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.

Please confirm

*Response required

6.12. Bidder's Checklist*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

Please confirm

*Response required

6.13. Clarifications and Exceptions*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

*Response required

6.14. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

6.14.1. Federal Identification No. (FEID)*

Please provide your FEIN number here.

*Response required

6.14.2. Acknowledgments*

- A. This sworn statement is submitted with ITB-016-2021.
- B. 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.

- C. 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.
- D. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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 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.
- E. 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.

Please confirm

*Response required

6.14.3. Please indicate which statement applies.*

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

Select all that apply

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 or 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 - option 3, 4 or 5))

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)

*Response required

6.14.4. Required Documents

Please upload your Final Order if you selected Option 3 or Option 4 above.

6.14.5. Describe Action Taken

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.



City of Lake City
Procurement

Karen Nelmes, CPPB, NIGP-CPP, Procurement Director
205 N. Marion Ave., Lake City, FL 32055

PROPOSAL DOCUMENT REPORT

ITB No. ITB-016-2021

Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

RESPONSE DEADLINE: April 22, 2021 at 2:00 pm

Report Generated: Tuesday, June 1, 2021

Slack Construction, Inc. Proposal

CONTACT INFORMATION

Company:

Slack Construction, Inc.

Email:

lacis@slackconstruction.com

Contact:

Laci Smith

Address:

2011 Ne 8th Rd
Ocala, FL 34470

Phone:

N/A

Website:

N/A

Submission Date:

Apr 21, 2021 4:00 PM

PROPOSAL DOCUMENT REPORT

ITB No. ITB-016-2021

Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

ADDENDA CONFIRMATION

Addendum #1

Confirmed Apr 21, 2021 3:38 PM by Laci Smith

QUESTIONNAIRE

1. References*

As per the Terms and Conditions, please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

***Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

City of Lake City (Lake City Gateway Airport)

3524 E US Hwy 90

Lake City, FL

386-752-1066

Brad Byrd

byrdb@lcfla.com

Construction of two airport hangar- 2018

PROPOSAL DOCUMENT REPORT

ITB No. ITB-016-2021

Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

City of Cross City
Cross City Airport
508 NE 241st Street
Cross City, FL
Clint Beauchamp
clint.beauchamp@andersoncolumbia.com
Apron Repair - 2019

Passero and Associates
4730 Casa Cola Way Ste. 200
St. Augustine, FL
Chris Nardone
cnardone@passero.com
Multiple project over the last 5 years with various clients

2. Title and Organization*

Please provide your title and organization's name.
Assistant Project Manager, Slack Construction, Inc.

3. Local Office*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".
Ocala, FL

4. Principal Office*

Please provide the city and state for your Principal Office.
Ocala, FL

5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City ITB-016-2021 described as Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- C. 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.
- D. 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.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. 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.
- H. 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.
- I. 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.

Confirmed

6. Disputes Disclosure Form*

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

None

7. Disputes Disclosure Form - Explanation*

If you answered yes for any in the previous question, 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. If you selected none, please type "N/A".

N/A

8. Disputes Disclosure Form - Acknowledgement*

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.

Confirmed

9. Drug Free Workplace Certificate*

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, 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".

Confirmed

10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
ITB-016-2021, Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. 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;

- E. 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.

Confirmed

11. E-Verify Affirmation Statement*

ITB-016-2021-Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

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.

Confirmed

12. Bidder's Checklist*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

Confirmed

13. Clarifications and Exceptions*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

N/A

14. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

FEDERAL IDENTIFICATION NO. (FEID)*

Please provide your FEIN number here.

59-3444220

ACKNOWLEDGMENTS*

- A. This sworn statement is submitted with ITB-016-2021.
- B. 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.
- C. 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.
- D. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. 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 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

PROPOSAL DOCUMENT REPORT

ITB No. ITB-016-2021

Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

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.

- E. 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.

Confirmed

PLEASE INDICATE WHICH STATEMENT APPLIES.*

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

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 or convicted of a public entity crime subsequent to July 1, 1989.

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)

REQUIRED DOCUMENTS

Please upload your Final Order if you selected Option 3 or Option 4 above.

No response submitted

DESCRIBE ACTION TAKEN

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

N/A

PROPOSAL DOCUMENT REPORT

Invitation to Bid - Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

Page 9

PROPOSAL DOCUMENT REPORT

ITB No. ITB-016-2021

Rebid - Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab

PRICE TABLES

PURCHASE AND INSTALLATION OF 50 X 50 X 16 PREFABRICATED METAL BUILDING ON EXISTING 12" SLAB

Line Item	Description	Items	Total Cost	Comments
ITEM 1	Purchase and Installation of 50 X 50 X 16 Prefabricated Metal Building on Existing 12" Slab	1	\$84,173.00	

CHANGE ORDER FORM

CAP701

Change Order Number: **Change Order Date:**

1Price Increase **7/06/2021**

Architect's Project Number:

Contract for: Contract Date: **7/06/2021**

To:

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

From:

Slack Construction, Inc.
FEI # 59-3444220
2011 NE 8th Road
Ocala, FL 34470

Our Project Code: **21019 METAL BUILDING**

Project:

Lake City Utility Annex
692 SW St. Margarets Street
Lake City, FL 32025

Original Contract Sum:	\$84,173.00
Previous Change Orders:	\$0.00
Contract Sum:	\$84,173.00
Value of this Change Order:	\$18,872.00
New Contract Sum:	\$103,045.00

DISTRIBUTE TO:

<input type="checkbox"/> Owner	<input type="checkbox"/> Contractor	<input type="checkbox"/> Other
<input type="checkbox"/> Architect	<input type="checkbox"/> Field	<input type="checkbox"/> Construction Manager

The Contract Completion date will change by:

The expected completion date will be: / /

The Contract is Changed as Follows:

Due to the price increases for the metal building and the spray foam insulation, our price for this project as of July 6, 2021 is \$103,045.

The change order amount due to material cost increases is \$18,872.00.

Architect

Contractor

Owner


Slack Construction, Inc.
FEI # 59-3444220
Ocala, FL 34470

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

Signature

Signature

Signature


7/6/2021

Date

Date

Date

File Attachments for Item:

11. City Council Resolution No. 2021-118 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Kim M. Landry, M.D., P.A., a Florida for-profit professional association, and Kim M. Landry, M.D., an individual, to serve the City as the City Fire Department Medical Director for the City Emergency Management Dispatch System; providing for an annual fee of \$20,000.00; providing for conflict; and providing for an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Medical Director Contract

DEPT / OFFICE: Fire Department

Originator: Randy Burnham, Fire Chief

City Manager Ami Mitchell Fields	Department Director Randy Burnham	Date 07/01/21
--	---	-------------------------

Recommended Action:
Approve a new contract for Dr. Kim Landry to continue providing medical direction services for the City of Lake City Fire Department.

Summary Explanation & Background:
Dr. Kim Landry has provided medical direction services to the City of Lake City for many years. Dr. Landry's current contract is set to expire 06/30/21, however, Dr. Landry has agreed, the new contract if approved would take effect 07/01/21, allowing for no time lapse in medical director coverage. I feel it is in the best interest of the city and the residents to continue contracting with Dr. Landry.

Alternatives:
Procure a new medical director through the RFP process

Source of Funds:
Fire Department Budget; 030.34-contractual services

Financial Impact:
\$20,000.00 annually, paid quarterly.

It is important to note that Dr. Kim Landry has never increased his rate.

Exhibits Attached:
Expired City Council Resolution #2016-037, expired contract #2016-086 and the new contract for consideration/approval.

MEDICAL DIRECTOR AGREEMENT
BETWEEN CITY OF LAKE CITY, FLORIDA,
KIM M. LANDRY, M.D., P.A. AND
KIM M. LANDRY, M.D.

THIS MEDICAL DIRECTOR AGREEMENT ("agreement") made and entered into this 1st day of July, 2021, between the **CITY OF LAKE CITY, FLORIDA**, a municipal corporation, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 herein referred to as "City"; **KIM M. LANDRY, M.D., P.A.**, a professional association, whose mailing address is 405 Waterford Lane, Gulf Breeze, Florida 32561, herein referred to as "Landry P.A.", and **KIM M. LANDRY, M.D.**, whose mailing address is 405 Waterford Lane, Gulf Breeze, Florida 32561, herein referred to as "Landry M.D."

RECITALS

WHEREAS, Landry P.A. is owned, operated, and managed by Kim M. Landry, **M.D.** herein "Landry M.D.", a medical doctor licensed and authorized to practice medicine in the State of Florida, including being licensed and authorized to act as the City Fire Department Medical Director for the City Emergency Medical Dispatch System; and

WHEREAS, City desires to contract with Landry P.A. and Landry, M.D. (herein collectively "Medical Director") for the purpose of providing medical director services to City as more specifically set forth herein; and

WHEREAS, Medical Director has agreed to serve the City as the City Fire Department Medical Director for the City Emergency Medical Dispatch System.

WHEREAS, Medical Director is an independent contractor paid in accordance with the terms of this agreement. No employee benefits will be provided to Medical Director and no payroll or other taxes withheld as Medical Director is an independent contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. **RECITALS**. The foregoing recitals are all true and correct and are incorporated into and made a part of this Agreement.

2. SERVICES. Medical Director agrees to perform the professional services as Medical Director for City as provided for herein.

3. MEDICAL DIRECTOR'S DUTIES AND RESPONSIBILITIES. The Medical Director shall promulgate clinical protocols, provide clinical direction and provide appropriate quality assurance for daily operations and training pursuant to Florida Statute, Chapter 401. The Medical Director shall supervise and assume direct responsibility for the clinical oversight of the City Emergency Medical Dispatch System, Fire Department First Responders, EMTs, and Paramedics operating as part of the City Emergency Medical Dispatch System. All City Fire Department First Responders, EMTs, and Paramedics operating as part of the Emergency Medical Dispatch System shall abide by all medical protocols authorized by the Medical Director. The duties of the Medical Director shall be as follows:

A. EMS System Oversight and Clinical Supervision.

(1) Provide clinical supervision to all first responders, emergency medical technicians (EMTs), paramedics, and emergency medical dispatchers (EMDs) comprising the public safety system in Columbia County.

(2) Participate on scene calls with EMS crews for a minimum of four (4) hours semi-annually.

(3) Provide two (2) hours monthly in the Emergency Management Communications Center for monitoring EMDs and configure and recommend changes to procedures and determinant levels used in the Medical Dispatch System to enhance local response.

(4) Meet with the chief officer or a designated representative of each BLS and ALS service providers at least once quarterly.

(5) Review and resolve medical issues that may arise from the EMS service providers.

(6) Commit a minimum of two (2) hours monthly to review current issues with EMS providers and the City Emergency Services Coordinator.

(7) Provide clinical supervision and direction to the Sheriff's Department's first response officers.

(8) Establish and maintain a working relationship with Medical Directors of Emergency Services agencies, including fire services, operating in Columbia County.

(9) Report to the Florida Bureau of Emergency Medical Services any EMT or paramedic who has had their privilege to provide patient care removed by the Medical Director. Such report of disciplinary action must include a statement and documentation of the specific acts of the disciplinary action.

(10) Provide availability of telephone support for EMS providers during medical incidents at the request of the primary response agency.

(11) Provide field response or phone support, as needed, during multiple casualty incidents at the request of the primary response agency.

(12) Support Public Facility AED Programs to include prescriptions for AED equipment.

(13) Support the agency designated by the City as a lead agency for Health and Medical, Emergency Support Function 8.

(14) Complete an Incident Management Command System course approved by the Emergency Management Division.

(15) Participate in local EMS Medical Advisory Board meetings.

(16) Maintain accessibility through a local cellular phone number, text and email.

B. Establish Standing Orders, Protocols and Standards of Care.

(1) Develop and maintain medically appropriate BLS and ALS standing orders and protocols for the Fire Departments and supporting first responders within Columbia County.

(2) Develop and revised, when necessary, Trauma Transport Protocols for submission to the Florida Department of Health for approval. Ensure all EMTs and paramedics are trained in the use of the trauma scorecard methodologies for adult and pediatric trauma patients.

(3) Develop and revise, when necessary, Stroke Alert Transport Protocols for the submission to the Department of Health for approval. Ensure

that all EMTs and paramedics are trained in the use of the stroke assessment scorecard methodology.

(4) Assist all appropriate agencies of the City to the greatest extent possible in the delivery of competent emergency medical care. This includes implementation of the policies established by the Emergency Management Division and/or City Council.

(5) Work with emergency department directors to insure a community standard of care.

(6) Assist all appropriate agencies to the greatest extent possible in the delivery of exceptional clinical care.

4. **COMPENSATION.** City shall pay Medical Director the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars per year, payable in four (4) equal quarterly installments of Five Thousand and 00/100 (\$5,000.00 Dollars) each beginning July 1, 2021, and each calendar quarter thereafter during the term of this agreement, unless otherwise agreed in writing between the parties.

5. **INSURANCE.** Medical Director shall maintain during the term of this agreement the following insurance coverage:

a. Professional liability of no less than \$250,000.00 per claim and \$750,000.00 aggregate coverage to include emergency medical services.

b. Workers' compensation coverage in the statutory amounts as required by Florida law, unless Medical Director provides a certificate of exemption from the State of Florida, Department of Financial Services, Division of Workers' Compensation.

6. **INDEMNIFICATION.** Medical Director, at its own expense, shall indemnify, defend and hold harmless the City from any and all claims arising out of or relating to personal injury (including death) or property damage which is caused by any negligence, error, omission or default or willful misconduct of Medical Director, its employees or subcontractors. This provision shall survive the termination of this agreement.

7. **TERM.** The initial term of this agreement shall be for one (1) year beginning July 1, 2021 and ending June 30, 2022. This agreement may be extended for four (4) additional one-year periods (total 5 years) upon terms and conditions and the written agreement of the parties. Either party may terminate this agreement with or

without cause upon giving thirty (30) days prior written notice to the other party. Medical Director's agreement to indemnify and hold harmless City and the provisions contained in paragraph 6 shall survive the termination of this agreement. Unless Medical Director is in default under this agreement, Medical Director shall be paid for all work performed prior to the termination of this agreement.

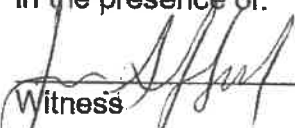
8. GOVERNING LAW. This agreement shall be governed and interpreted in accordance with the laws of the State of Florida and Columbia County, Florida shall be the sole exclusive venue for any legal action between the parties.

9. PUBLIC RECORDS. The parties acknowledge the City, as a political subdivision of the State of Florida, is required to comply with the Public Records Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provisions required of the City as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Therefore, Medical Director shall, for a minimum of five (5) years from the expiration or termination of this agreement, maintain all records resulting from this agreement which shall be made available to the City upon reasonable written request. City shall be responsible for reasonable costs of copying such public records.

10. ATTORNEY FEES. In the event of a breach of this agreement, the defaulting party shall be liable to the prevailing non-defaulting party for all reasonable costs and attorney's fees, including appellate fees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:



Witness

Jessie Stafford

Print or type name

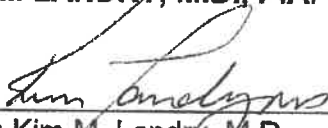


Witness

Jessie Stafford

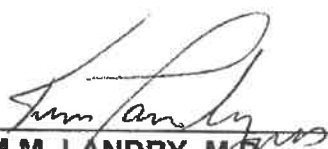
Print or type name

KIM M. LANDRY, M.D., P.A.

By: 

Print: Kim M. Landry, M.D.

Title: President



KIM M. LANDRY, M.D.

Witnesses as to Kim M Landry, M.D., P.A.
And Kim M. Landry, M.D.

STATE OF FLORIDA

COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 2nd day of July, 2021, by KIM M. LANDRY, M.D., as the President of KIM M. LANDRY, M.D., P.A., a professional association, on behalf of the association, who is personally known to me or who has produced a Florida driver's license as identification.



Jerae A. Blanton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG210211
Expires 4/23/2022

Jerae A. Blanton

Notary Public, State of Florida

My Commission Expires: 4/23/2022

STATE OF FLORIDA

COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 2nd day of July, 2021, by Kim M. Landry, M.D., who is personally known to me or who has produced a Florida driver's license as identification.



Jerae A. Blanton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG210211
Expires 4/23/2022

Jerae A. Blanton

Notary Public, State of Florida

My Commission Expires: 4/23/2022

CITY COUNCIL RESOLUTION NO. 2021-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH KIM M. LANDRY, M.D., P.A., A FLORIDA FOR-PROFIT PROFESSIONAL ASSOCIATION, AND KIM M. LANDRY, M.D., AN INDIVIDUAL, TO SERVE THE CITY AS THE CITY FIRE DEPARTMENT MEDICAL DIRECTOR FOR THE CITY EMERGENCY MANAGEMENT DISPATCH SYSTEM; PROVIDING FOR AN ANNUAL FEE OF \$20,000.00; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") desires to re-appoint the most recently appointed City Fire Department Medical Director for the City Emergency Management Dispatch System; and

WHEREAS, Kim M. Landry, M.D., P.A. and Kim M. Landry, M.D. (hereinafter collectively "Landry, M.D.") has agreed to continue to serve the City as the City Fire Department Medical Director for the City Emergency Management Dispatch System; and

WHEREAS, to memorialize the services to be provided by Landry, M.D., the City and Landry, M.D. desire to enter into the *Medical Director Agreement Between the City of Lake City, Florida, Kim M. Landry, M.D., P.A. and Kim M. Landry, M.D.* (hereinafter the "Agreement"), a copy of which is attached hereto as "Exhibit A"; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to enter into the Agreement with Landry, M.D. pursuant to and in accordance with the terms, provisions, conditions, and requirements of 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 all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City hereby re-appoints Landry, M.D., to serve as the City Fire Department Medical Director for the City Emergency Management Dispatch

System for the City.

Section 3. The City Council is hereby authorized to enter into the Agreement with Landry, M.D. for his services effective July 1, 2021, at an annual fee of twenty thousand dollars and zero cents (\$20,000.00), payable in four (4) equal quarterly installments of five thousand dollars and zero cents (\$5,000.00) each beginning October 1, 2021, and each calendar quarter thereafter during the term of the Agreement.

Section 4. 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 Landry, M.D. to exceed the Agreement 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 Landry, M.D. shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent.

[Remainder of the page has been left blank intentionally.]

FLK/mr
07/08/2021

Section 6. Effective date. This resolution shall take effect upon its adoption.

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

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

MEDICAL DIRECTOR AGREEMENT
BETWEEN CITY OF LAKE CITY, FLORIDA,
KIM M. LANDRY, M.D., P.A. AND
KIM M. LANDRY, M.D.

THIS MEDICAL DIRECTOR AGREEMENT ("agreement") made and entered into this 1st day of July, 2021, between the **CITY OF LAKE CITY, FLORIDA**, a municipal corporation, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 herein referred to as "City"; **KIM M. LANDRY, M.D., P.A.**, a professional association, whose mailing address is 405 Waterford Lane, Gulf Breeze, Florida 32561, herein referred to as "Landry P.A.", and **KIM M. LANDRY, M.D.**, whose mailing address is 405 Waterford Lane, Gulf Breeze, Florida 32561, herein referred to as "Landry M.D.".

RECITALS

WHEREAS, Landry P.A. is owned, operated, and managed by Kim M. Landry, **M.D.** herein "Landry M.D.", a medical doctor licensed and authorized to practice medicine in the State of Florida, including being licensed and authorized to act as the City Fire Department Medical Director for the City Emergency Medical Dispatch System; and

WHEREAS, City desires to contract with Landry P.A. and Landry, M.D. (herein collectively "Medical Director") for the purpose of providing medical director services to City as more specifically set forth herein; and

WHEREAS, Medical Director has agreed to serve the City as the City Fire Department Medical Director for the City Emergency Medical Dispatch System.

WHEREAS, Medical Director is an independent contractor paid in accordance with the terms of this agreement. No employee benefits will be provided to Medical Director and no payroll or other taxes withheld as Medical Director is an independent contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. **RECITALS.** The foregoing recitals are all true and correct and are incorporated into and made a part of this Agreement.

2. SERVICES. Medical Director agrees to perform the professional services as Medical Director for City as provided for herein.

3. MEDICAL DIRECTOR'S DUTIES AND RESPONSIBILITIES. The Medical Director shall promulgate clinical protocols, provide clinical direction, and provide appropriate quality assurance for daily operations and training pursuant to Florida Statute, Chapter 401. The Medical Director shall supervise and assume direct responsibility for the clinical oversight of the City Emergency Medical Dispatch System, Fire Department First Responders, EMTs, and Paramedics operating as part of the City Emergency Medical Dispatch System. All City Fire Department First Responders, EMTs, and Paramedics operating as part of the Emergency Medical Dispatch System shall abide by all medical protocols authorized by the Medical Director. The duties of the Medical Director shall be as follows:

A. EMS System Oversight and Clinical Supervision.

(1) Provide clinical supervision to all first responders, emergency medical technicians (EMTs), paramedics, and emergency medical dispatchers (EMDs) comprising the public safety system in Columbia County.

(2) Participate on scene calls with EMS crews for a minimum of four (4) hours semi-annually.

(3) Provide two (2) hours monthly in the Emergency Management Communications Center for monitoring EMDs and configure and recommend changes to procedures and determinant levels used in the Medical Dispatch System to enhance local response.

(4) Meet with the chief officer or a designated representative of each BLS and ALS service providers at least once quarterly.

(5) Review and resolve medical issues that may arise from the EMS service providers.

(6) Commit a minimum of two (2) hours monthly to review current issues with EMS providers and the City Emergency Services Coordinator.

(7) Provide clinical supervision and direction to the Sheriff's Department's first response officers.

(8) Establish and maintain a working relationship with Medical Directors of Emergency Services agencies, including fire services, operating in Columbia County.

(9) Report to the Florida Bureau of Emergency Medical Services any EMT or paramedic who has had their privilege to provide patient care removed by the Medical Director. Such report of disciplinary action must include a statement and documentation of the specific acts of the disciplinary action.

(10) Provide availability of telephone support for EMS providers during medical incidents at the request of the primary response agency.

(11) Provide field response or phone support, as needed, during multiple casualty incidents at the request of the primary response agency.

(12) Support Public Facility AED Programs to include prescriptions for AED equipment.

(13) Support the agency designated by the City as a lead agency for Health and Medical, Emergency Support Function 8.

(14) Complete an Incident Management Command System course approved by the Emergency Management Division.

(15) Participate in local EMS Medical Advisory Board meetings.

(16) Maintain accessibility through a local cellular phone number, text and email.

B. Establish Standing Orders, Protocols and Standards of Care.

(1) Develop and maintain medically appropriate BLS and ALS standing orders and protocols for the Fire Departments and supporting first responders within Columbia County.

(2) Develop and revised, when necessary, Trauma Transport Protocols for submission to the Florida Department of Health for approval. Ensure all EMTs and paramedics are trained in the use of the trauma scorecard methodologies for adult and pediatric trauma patients.

(3) Develop and revise, when necessary, Stroke Alert Transport Protocols for the submission to the Department of Health for approval. Ensure

that all EMTs and paramedics are trained in the use of the stroke assessment scorecard methodology.

(4) Assist all appropriate agencies of the City to the greatest extent possible in the delivery of competent emergency medical care. This includes implementation of the policies established by the Emergency Management Division and/or City Council.

(5) Work with emergency department directors to insure a community standard of care.

(6) Assist all appropriate agencies to the greatest extent possible in the delivery of exceptional clinical care.

4. **COMPENSATION.** City shall pay Medical Director the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars per year, payable in four (4) equal quarterly installments of Five Thousand and 00/100 (\$5,000.00 Dollars) each beginning July 1, 2021, and each calendar quarter thereafter during the term of this agreement, unless otherwise agreed in writing between the parties.

5. **INSURANCE.** Medical Director shall maintain during the term of this agreement the following insurance coverage:

a. Professional liability of no less than \$250,000.00 per claim and \$750,000.00 aggregate coverage to include emergency medical services.

b. Workers' compensation coverage in the statutory amounts as required by Florida law, unless Medical Director provides a certificate of exemption from the State of Florida, Department of Financial Services, Division of Workers' Compensation.

6. **INDEMNIFICATION.** Medical Director, at its own expense, shall indemnify, defend and hold harmless the City from any and all claims arising out of or relating to personal injury (including death) or property damage which is caused by any negligence, error, omission or default or willful misconduct of Medical Director, its employees or subcontractors. This provision shall survive the termination of this agreement.

7. **TERM.** The initial term of this agreement shall be for one (1) year beginning July 1, 2021 and ending June 30, 2022. This agreement may be extended for four (4) additional one-year periods (total 5 years) upon terms and conditions and the written agreement of the parties. Either party may terminate this agreement with or

without cause upon giving thirty (30) days prior written notice to the other party. Medical Director's agreement to indemnify and hold harmless City and the provisions contained in paragraph 6 shall survive the termination of this agreement. Unless Medical Director is in default under this agreement, Medical Director shall be paid for all work performed prior to the termination of this agreement.

8. GOVERNING LAW. This agreement shall be governed and interpreted in accordance with the laws of the State of Florida and Columbia County, Florida shall be the sole exclusive venue for any legal action between the parties.

9. PUBLIC RECORDS. Landry M.D. shall comply with all public records laws.

IF LANDRY M.D., HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LANDRY M.D.'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

- A. Landry M.D., shall comply with public records laws, specifically Landry M.D., 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 Landry M.D., does not transfer the records to the City.

- (4) If Landry M.D., 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 Landry M.D., claim are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
- (5) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Landry M.D., or keep and maintain public records required by the City to perform the service. If Landry M.D., transfers all public records to the City upon completion of the contract, Landry M.D., shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Landry M.D., keeps and maintains public records upon completion of the contract, Landry M.D., 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.
- (6) Failure of Landry M.D., 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.

The parties acknowledge the City, as a political subdivision of the State of Florida, is required to comply with the Public Records Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provisions required of the City as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Therefore, Medical Director shall, for a minimum of five (5) years from the expiration or termination of this agreement, maintain all records resulting from this agreement which shall be made available to the City upon reasonable written request. City shall be responsible for reasonable costs of copying such public records.

10. ATTORNEY FEES. In the event of a breach of this agreement, the defaulting party shall be liable to the prevailing non-defaulting party for all reasonable costs and attorney's fees, including appellate fees.

11. E-VERIFY. Landry M.D., is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

Failure of Landry M.D., to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, Landry M.D., must immediately terminate their subcontract with the subcontractor. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by Landry M.D., Landry M.D., may not be awarded a public contract for a period of ONE (1) year after the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

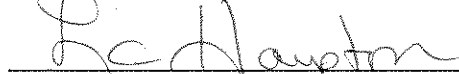
Signed, sealed and delivered
in the presence of:



Witness

Robert Sims

Print or type name



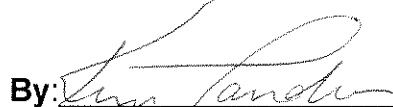
Witness

Lauren Hampton

Print or type name

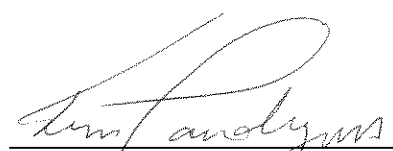
Witnesses as to Kim M Landry, M.D., P.A.
And Kim M. Landry, M.D.

KIM M. LANDRY, M.D., P.A.

By: 

Print: Kim M. Landry, M.D.

Title: President



KIM M. LANDRY, M.D.

STATE OF FLORIDA

COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 13th day of July, 2021, by KIM M. LANDRY, M.D., as the President of KIM M. LANDRY, M.D., P.A., a professional association, on behalf of the association, who is personally known to me or who has produced a Florida driver's license as identification.



Jeræ A. Blanton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG210211
Expires 4/23/2022

Jeræ A. Blanton
Notary Public, State of Florida

My Commission Expires: 04/23/2022

STATE OF FLORIDA

COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 13th day of July, 2021, by Kim M. Landry, M.D., who is personally known to me or who has produced a Florida driver's license as identification.



Jeræ A. Blanton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG210211
Expires 4/23/2022

Jeræ A. Blanton
Notary Public, State of Florida

My Commission Expires: 04/23/2022

File Attachments for Item:

12. Discussion and Possible Action: Staff recommendation to approve proposed FY 21/22 "Tentative" Millage Rate to the Columbia County Tax Appraiser for Truth in Millage (TRIM) Notice advertisement to property owners for the City's Tentative Budget Hearing (Ami Fields/Donna Duncan)



CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2021	County: COLUMBIA
Principal Authority: CITY OF LAKE CITY	Taxing Authority: CITY OF LAKE CITY

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	714,329,899	(1)
2.	Current year taxable value of personal property for operating purposes	\$	148,764,503	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	1,605,941	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	864,700,343	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	7,962,634	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	856,737,709	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	865,721,063	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Number 3 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (9)

Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser:	Date:	
	Electronically Certified by Property Appraiser	6/25/2021 2:31 PM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	4.9000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	4,242,033	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	133,455	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	4,108,578	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	22,552,791	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	834,184,918	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		4.9253 per \$1000	(16)
17.	Current year proposed operating millage rate		5.2209 per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	4,514,514	(18)

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Continued on page 2

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE - SIGN AND SUBMIT
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22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	4,108,578	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		4.9253 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	4,258,909	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	4,514,514	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		5.2209 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		6.00 %	(27)

First public budget hearing	Date :	Time :	Place :
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S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	AMI MITCHELL-FIELDS, INTERIM CITY MANAGER		DONNA R DUNCAN, FINANCE DIRECTOR		
	Mailing Address :		Physical Address :		
205 N MARION AVENUE		205 N MARION AVE			
City, State, Zip :		Phone Number :		Fax Number :	
LAKE CITY, FL 32055		386/719-5800		386/758-5488	

Instructions on page 3



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2021	County: COLUMBIA
Principal Authority: CITY OF LAKE CITY	Taxing Authority: CITY OF LAKE CITY
1. Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (1)
IF YES, STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.	
2. Current year rolled-back rate from Current Year Form DR-420, Line 16	4.9253 per \$1,000 (2)
3. Prior year maximum millage rate with a majority vote from 2020 Form DR-420MM, Line 13	5.4736 per \$1,000 (3)
4. Prior year operating millage rate from Current Year Form DR-420, Line 10	4.9000 per \$1,000 (4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.	
Adjust rolled-back rate based on prior year majority-vote maximum millage rate	
5. Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 865,721,063 (5)
6. Prior year maximum ad valorem proceeds with majority vote <i>(Line 3 multiplied by Line 5 divided by 1,000)</i>	\$ 4,738,611 (6)
7. Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 133,455 (7)
8. Adjusted prior year ad valorem proceeds with majority vote <i>(Line 6 minus Line 7)</i>	\$ 4,605,156 (8)
9. Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 834,184,918 (9)
10. Adjusted current year rolled-back rate <i>(Line 8 divided by Line 9, multiplied by 1,000)</i>	5.5205 per \$1,000 (10)
Calculate maximum millage levy	
11. Rolled-back rate to be used for maximum millage levy calculation <i>(Enter Line 10 if adjusted or else enter Line 2)</i>	5.5205 per \$1,000 (11)
12. Adjustment for change in per capita Florida personal income <i>(See Line 12 Instructions)</i>	1.0443 (12)
13. Majority vote maximum millage rate allowed <i>(Line 11 multiplied by Line 12)</i>	5.7651 per \$1,000 (13)
14. Two-thirds vote maximum millage rate allowed <i>(Multiply Line 13 by 1.10)</i>	6.3416 per \$1,000 (14)
15. Current year proposed millage rate	5.2209 per \$1,000 (15)
16. Minimum vote required to levy proposed millage: (Check one)	(16)
<input checked="" type="checkbox"/> a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.	
<input type="checkbox"/> b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.	
<input type="checkbox"/> c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.	
<input type="checkbox"/> d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.	
17. The selection on Line 16 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 16)</i>	5.7651 per \$1,000 (17)
18. Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 864,700,343 (18)

Continued on page 2

19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$	4,514,514	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$	4,985,084	(20)

DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE. SIGN AND SUBMIT.
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21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$	0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$	4,514,514	(22)

Total Maximum Taxes

23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$	0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$	4,985,084	(24)

Total Maximum Versus Total Taxes Levied

25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	(25)
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S I G N H E R E	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :		Date :	
	Title :	Contact Name and Contact Title :		
	AMI MITCHELL-FIELDS, INTERIM CITY MANAGER	DONNA R DUNCAN, FINANCE DIRECTOR		
	Mailing Address :	Physical Address :		
205 N MARION AVENUE	205 N MARION AVE			
City, State, Zip :	Phone Number :	Fax Number :		
LAKE CITY, FL 32055	386/719-5800	386/758-5488		

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.



Reset Form

Print Form

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2021	County : COLUMBIA
Principal Authority : CITY OF LAKE CITY	Taxing Authority : CITY OF LAKE CITY
Community Redevelopment Area : Lake City Downtown CRA	Base Year : 1989

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	32,984,360	(1)
2.	Base year taxable value in the tax increment area	\$	13,911,256	(2)
3.	Current year tax increment value (Line 1 minus Line 2)	\$	19,073,104	(3)
4.	Prior year Final taxable value in the tax increment area	\$	32,517,840	(4)
5.	Prior year tax increment value (Line 4 minus Line 2)	\$	18,606,584	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser :	Date :		
	Electronically Certified by Property Appraiser	6/25/2021 2:31 PM		

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		100.00 %	(6a)
6b.	Dedicated increment value (Line 3 multiplied by the percentage on Line 6a) <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	19,073,104	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	71,597	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value (Line 5 multiplied by Line 7b, divided by 1,000)	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value (Line 7a divided by Line 7c, multiplied by 100)		0.00 %	(7d)
7e.	Dedicated increment value (Line 3 multiplied by the percentage on Line 7d) <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :	Date :		
	Title : AMI MITCHELL-FIELDS, INTERIM CITY MANAGER	Contact Name and Contact Title : DONNA R DUNCAN, FINANCE DIRECTOR		
	Mailing Address : 205 N MARION AVENUE	Physical Address : 205 N MARION AVE		
	City, State, Zip : LAKE CITY, FL 32055	Phone Number : 386/719-5800	Fax Number : 386/758-5488	



Reset Form

Print Form

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2021	County : COLUMBIA
Principal Authority : CITY OF LAKE CITY	Taxing Authority : CITY OF LAKE CITY
Community Redevelopment Area : Lake City Downtown CRA	Base Year : 2010

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	6,164,114	(1)
2.	Base year taxable value in the tax increment area	\$	6,586,754	(2)
3.	Current year tax increment value (Line 1 minus Line 2)	\$	-422,640	(3)
4.	Prior year Final taxable value in the tax increment area	\$	17,351,460	(4)
5.	Prior year tax increment value (Line 4 minus Line 2)	\$	10,764,706	(5)

SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :		Date :	
	Electronically Certified by Property Appraiser		6/25/2021 2:31 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.		100.00 %	(6a)
6b.	Dedicated increment value (Line 3 multiplied by the percentage on Line 6a) <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	0	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	53,131	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value (Line 5 multiplied by Line 7b, divided by 1,000)	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value (Line 7a divided by Line 7c, multiplied by 100)		0.00 %	(7d)
7e.	Dedicated increment value (Line 3 multiplied by the percentage on Line 7d) <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7e)

S I G N H E R E	Taxing Authority Certification		I certify the calculations, millages and rates are correct to the best of my knowledge.	
	Signature of Chief Administrative Officer :		Date :	
	Title : AMI MITCHELL-FIELDS, INTERIM CITY MANAGER		Contact Name and Contact Title : DONNA R DUNCAN, FINANCE DIRECTOR	
	Mailing Address : 205 N MARION AVENUE		Physical Address : 205 N MARION AVE	
	City, State, Zip : LAKE CITY, FL 32055		Phone Number : 386/719-5800	Fax Number : 386/758-5488



Reset Form

Print Form

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2021	County : COLUMBIA
Principal Authority : CITY OF LAKE CITY	Taxing Authority : CITY OF LAKE CITY
Community Redevelopment Area : Lake City Downtown CRA	Base Year : 2012

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	28,298,614	(1)
2.	Base year taxable value in the tax increment area	\$	24,818,927	(2)
3.	Current year tax increment value (Line 1 minus Line 2)	\$	3,479,687	(3)
4.	Prior year Final taxable value in the tax increment area	\$	26,868,141	(4)
5.	Prior year tax increment value (Line 4 minus Line 2)	\$	2,049,214	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser :	Date :		
	Electronically Certified by Property Appraiser	6/25/2021 2:31 PM		

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		100.00 %	(6a)
6b.	Dedicated increment value (Line 3 multiplied by the percentage on Line 6a) <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	3,479,687	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	8,727	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value (Line 5 multiplied by Line 7b, divided by 1,000)	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value (Line 7a divided by Line 7c, multiplied by 100)		0.00 %	(7d)
7e.	Dedicated increment value (Line 3 multiplied by the percentage on Line 7d) <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :	Date :		
	Title : AMI MITCHELL-FIELDS, INTERIM CITY MANAGER	Contact Name and Contact Title : DONNA R DUNCAN, FINANCE DIRECTOR		
	Mailing Address : 205 N MARION AVENUE	Physical Address : 205 N MARION AVE		
	City, State, Zip : LAKE CITY, FL 32055	Phone Number : 386/719-5800	Fax Number : 386/758-5488	

File Attachments for Item:

13. Discussion and Possible Action: Staff recommendation to approve the TRIM Schedule for FY21/22 (Ami Fields/Donna Duncan)

2021-2022 BUDGET PLANNING CALENDAR

City of Lake City Workshop and Public Hearings

DATE	TIME	DESCRIPTION	TRIM CALENDAR ITEM
July 19, 2021 - Monday	6:00 PM	Council Meeting	Council Approval of Proposed Millage Rate for TRIM Notice Requirements Consider/Approve FY 21/22 TRIM Schedule
August 2, 2021 - Monday	6:00 PM	Council Meeting	Preliminary Resolution for Non Ad Valorem Fire Assessment
August 16, 2021 – Monday	6:00 PM	Council Meeting	
August 17, 2021 – Tuesday	4:00 PM	Budget Workshop	Workshop – General Fund/CRA/ Fire/Airport
August 18, 2021-Wednesday		NO LATER THAN	Publish advertisement of “Notice of Hearing to Re-Impose and Provide for Collection of Fire Protection Special Assessment”
August 18, 2021-Thursday	4:00 PM	Budget Workshop	Workshop – Enterprise Funds - (Admin/GIS/Gas/Distrib&Coll/ WWTP/Sprayfield/Water Plant)
September 7, 2021 – Tuesday	6:00 PM	Council Meeting	Tentative TRIM/ Budget Hearing/Public Hearing to adopt Annual Resolution Approving Final Assessment Roll for Non Ad Valorem Fire Assessment
September 15, 2021-Wednesday		NO LATER THAN	Certify Fire Assessment Roll to County
September 16, 2021-Thursday			Public Advertisement – Millage and Budget
September 20, 2021-Monday	6:00 PM	Council Meeting	FY 2021-2022 Final Trim/Budget Hearing

NOTE: Dates for Tentative and Final Public Hearings are subject to change to avoid conflict with BOCC and School Board Hearings

File Attachments for Item:

14. Discussion and Possible Action - Complaint by Fire Department Chief on City Clerk



Lake City Fire Department

225 NW Main Blvd., Suite 101, Lake City, FL 32055

Phone: 386-752-3312 Fax: 386-758-5424

Randell Burnham
Fire Chief

TO: Stephen Witt, Mayor City of Lake City

CC: HR Department

FROM: Randell Burnham, Fire Chief

DATE: July 2, 2021

SUBJECT: Complaint

On June 15, 2021, City Manager Joe Helfenberger called a staff meeting to be held at 9:00 AM in the Council's Chamber. During this meeting Audrey Sikes addressed her displeasure with not being included in conversations and emails that directly affected her office. Audrey Sikes made it clear to everyone that it was just an unacceptable practice and should never happen. The conversations and emails she was referring to is at the root of the reason the IT Director, Adam Boatright stepped down as the Director and was also a contributing factor to Ami Fields termination.

On June 24, 2021, Interim City Manager Ami Fields called a staff meeting to be held at 2:00 PM in the Council's Chamber. Audrey Sikes was not present; however, the Deputy Clerk was present on her behalf. Ami Fields addressed all staff and stated her number one concern was our concerns. Several directors brought forward their concerns and issues. I asked if we could look into a more user-friendly public record request platform other than the current one being used by the Clerk's office. Ami replied "absolutely". The very next day, June 25, 2021 at 11:22 AM, I received a call from Audrey blasting me for making such a request; she was obviously angry; I had no idea I had touched on such a sensitive issue. Audrey stated several times that all I did was pour fuel on the fire. Though I had no reason to, I apologized several times. This went on for 51 minutes and I have witnesses to this conversation as she was on

speaker phone. With that being said I believe what happens next was an act of retaliation.

On June 29, 2021 Audrey Sikes herself went against the very practice she so adamantly despised, composing an email with the subject "Fire Department Items for Agenda". This email was sent out to the City Attorney, his staff, Amy Fields, Karen Nelmes and Joyce Bruner. I, the Fire Chief, was not included, even though the subject clearly states "Fire Department Items for Agenda". Furthermore, my name (Randy) was referred to twice within the body of this particular email, yet I was not included. Thanks to the City Attorney's professional courtesy extending an olive branch and copying me on the thread I was able to have an opportunity for input. I feel strongly that I was deliberately left off this email because Audrey knew that I would dispute the content; I never requested items to be an emergency walk-on. We all know it is never a good idea to walk items on the agenda before Council, the Mayor and citizens have ample time to review them, especially something as sensitive as a \$1.7 million fire station. However, Audrey knowing that Ami wasn't familiar with the process thought that Ami would just approve such a request which in turn would have made Ami and myself look very bad in the eyes of the Mayor and Council as well as the public. I feel very strongly this was done deliberately to create animosity between Ami and myself. I also feel it is a direct form of retaliation because I asked Ami if we, the City, could look at other public record request platforms.

This type of undermining and deceitful behavior from a top official of the City of Lake City is absolutely unacceptable. It is very toxic and creates a hostile work environment.

I have attached email conversations as referenced above.

Burnham, Randell

From: Fred Koberlein <Fred@klolaw.com>
Sent: Wednesday, June 30, 2021 7:40 AM
To: Ami Mitchell Fields
Cc: Sikes, Audrey; Alysha Jenkins; Bruner, Joyce; Nelmes, Karen; Burnham, Randell; Alysha Jenkins; Monica Ray
Subject: Re: Fire Department Items for Agenda

Ami,

We noticed the multiple emails sent Friday afternoon on this Monday. However, my office has been working on the other agenda items and the large contract documents re: I75 & SR 47 that were provided Thursday evening. We did not notice there was an emailed request in the multiple emails to add these items on the agenda that was previously closed.

We anticipate finishing the above add-on item from Thursday, today. If my office immediately turned its attention to the Passero items, stopping everything else, it would take approximately 1-2 days to review the standard forms with Florida laws, make them ADA compliant, and approve the documentation if no revisions were necessary.

Ami, please advise whether you desire to amend the agenda later this week to include the late item, or add this item to the the second meeting of July. Note, there is hardly ever a good reason to walk-on an item rather than amend the agenda and provide more time for the public to review the materials and decide whether they wish to participate in the councils consideration of the item.

We will await the decision.

Thank you,

Fred Koberlein, Jr.
Board Certified Attorney - City, County & Local Government



[386.269.9802](tel:386.269.9802) Lake City, FL

[386.516.2626](tel:386.516.2626) Live Oak, FL



[352.519.4357](tel:352.519.4357) Gainesville, FL

[888.908.8699](tel:888.908.8699)



The information in this e-mail message is legally privileged and confidential information. If you have received this e-mail in error, please delete it from any device/media where the message is stored.

On Jun 30, 2021, at 7:06 AM, Nelmes, Karen <NelmesK@lcfla.com> wrote:

The owner representative (Passero) was responsible for vetting the project proposer. They have done so and made their recommendation. Procurement has looked over the documents. I will let Fred decide if there was anything that we should not be in agreement with at this time.

Regards,

Karen Nelmes, CPPB, NIGP-CPP
Director of Procurement



City of Lake City
205 N. Marion Ave.
Lake City, FL 32055
Phone: (386) 719-5818
Fax: (386) 755-6112
nelmesk@lcfla.com

Warehouse Hours of Operation: Monday through Friday 7:30am to 12:00pm and 12:30pm to 3:30pm

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Sikes, Audrey
Sent: Tuesday, June 29, 2021 9:39 PM
To: Fred@KLO-Attorneys.com; Nelmes, Karen <NelmesK@lcfla.com>
Cc: Alysha Jenkins <Alysha@klolaw.com>; Bruner, Joyce <BrunerJ@lcfla.com>; Ami Mitchell Fields <FieldsA@lcfla.com>; Bruner, Joyce <BrunerJ@lcfla.com>
Subject: Fire Department Items for Agenda
Importance: High

Good evening. While out of the office last week, I spoke with Randy and I was under the impression he was sending this out to everyone to get the process in motion. I'm unsure if you all have this information or if this is the "emergency walk on item" that he has requested for the upcoming agenda. Does anyone know if these items have been fully vetted to the satisfaction of Procurement and Legal? Please advise.

Ami, if this is not what Randy is referring to for the emergency, please let us know. Thanks.

Audrey

Disclaimer

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This email has been scanned for viruses and malware, and may have been automatically archived. We have implemented **HAVEN™**, from **Corvid Cyberdefense** which protects our networks, data, email and endpoints with leading edge threat prevention controls and **24x7x365** threat detection and monitoring. To find out more [Click Here](#).



BOARD - COUNCIL MEMBER
STEPHEN M. WITT

COUNCIL MEMBERS
CHRIS GREENE
JAKE HILL, JR.
EUGENE JEFFERSON
TODD SAMPSON

CITY MANAGER
JOSEPH HELFENBERGER

CITY CLERK
AUDREY E. SIKES

CITY ATTORNEY
FRED KOBERLEIN, JR.

Date: July 15, 2021

To: Mayor Stephen M. Witt
Council Member Chris Greene
Council Member Jake Hill, Jr.
Council Member Eugene Jefferson
Council Member Todd Sampson

From: Audrey Sikes, City Clerk

Ref: Complaint Response – Randell Burnham, Fire Chief

On Monday, July 12, 2021 I learned of the complaint filed by Mr. Burnham. On Tuesday, July 13, 2021 around 4 PM I received a copy of the complaint.

Please accept this memorandum of response to the complaint.

Without going into great detail, before the June 15, 2021 Executive Team Staff Meeting, there had been several instances in which I was not aware of information which significantly impacted my department, including removal of my access to a critical research tool that has been utilized by the City Clerk's Office for approximately 10 years and the existence of two memoranda relating to the removal of this access, which were never provided to me. I voiced these concerns during the June 15, 2021 meeting merely to suggest that I should not have to learn of information impacting my department from social media or others not involved or copied on the memoranda.

In his complaint, Mr. Burnham alleges, "the conversations and emails she was referring to is [sic] at the root of the reason the IT Director, Adam Boatright stepped down as the Director and was also a contributing factor to Ami Fields termination." What I referenced in the meeting were not conversations or emails, but instead the two memorandums that I had never received, despite being shown as a copy on the memorandum from Mr. Helfenberger. They were the two memorandums, attached as Exhibits A and B. I personally do not know, nor do I believe Mr. Burnham likely knows, the root of the reason the IT Director stepped down nor do I have any knowledge of these two memoranda as being a contributing factor to Ami Fields's termination. The City Manager alone is responsible for determining termination factors not the City Clerk.

Due to events in my personal life I was not able to attend the June 24, 2021 staff meeting. In my absence I sent Deputy City Clerk Michelle Cannon. After the meeting Ms. Cannon provided me with an update of what was discussed. One of the items communicated was Mr. Burnham wanted a more user-friendly public records platform instead of Just FOIA. Upon hearing Mr. Burnham had concerns with the platform I immediately reached out to Records Coordinator Nikki Starling who is handling public record requests for our office. I asked Ms. Starling if Mr. Burnham or his assistant Janet O'Connell had called with any issues or concerns about the platform. She stated they had not. I also asked her to provide me with the total number of public record requests to the Fire Department since the platform launched in October 2020. Ms. Starling reported the Fire Department had only received two (2) public records requests since October. On June 25, 2021 I did call and speak with Mr. Burnham about the platform as this was the first time I was hearing his concerns that the platform was not user friendly. He expressed to me that he felt like he wasn't getting all the requests and the platform may be faulty. As Mr. Burnham stated, our phone call was lengthy as he put me on speaker phone with his assistant Ms. O'Connell and I got my staff on the other line so we could test out the platform to their satisfaction. Ms. O'Connell got logged right into the Just FOIA platform without any assistance. Together, I walked Mr. Burnham and Ms. O'Connell through creating a test public records request via our website so that we could work through any concerns they may have. Ms. O'Connell created the test request and Ms. Starling immediately assigned out a task to her. The new public records request creation email as well as the task email showed up in Ms. O'Connell's email inbox just as it was supposed to. We finished up the request and closed out the tasks. Ms. O'Connell and Mr. Burnham were both satisfied and understood they can call our office at any time they need assistance with the platform. Mr. Burnham apologized and stated he should have called me first instead of bringing it up in the staff meeting in my absence. Mr. Burnham also told me he would reach out to Ms. Fields and let her know he does not have any issues with the Just FOIA platform and that any concerns have since been resolved. Based on this interaction, it was my understanding any and all issues for Mr. Burnham were resolved.

On Monday, June 28, 2021 I was out of the office on Bereavement Leave. On Tuesday, June 29, 2021 I was at the office working on the agenda for the July 6, 2021 meeting. On July 29, 2021 at 6:26 PM I received an email (Exhibit C) from Interim City Manager Ami Fields indicating the Fire Chief needs to be a walk-on for the July 6, 2021 City Council Meeting. As you are likely aware, we regularly attempt to avoid adding items to the agenda as emergency walk-on items, in an effort to be fully transparent with the community as well as to give the council adequate time to review all matters coming before them for consideration. Knowing Ms. Fields is new and unfamiliar with the process, on this same date, at 6:38 PM I responded to her email and provided her a quick overview of what needed to happen for an emergency walk on item and even asked her to call me if she had any questions. (Exhibit D). At 6:40 PM I also emailed the City Attorney's Office to see if he was aware of the emergency item needed by the Fire Department (Exhibit E). This was an extremely time sensitive issue and needed to be resolved as soon as possible prior to the agenda going out. Mr. Burnham's comment

“Audrey knowing that Ami wasn’t familiar with the process thought that Ami would just approve such a request which in turn would have made Ami and myself look very bad in the eyes of the Mayor and Council as well as the public” is false and completely opposite of what truly occurred. It is my role as a Charter Officer and as City Clerk to always protect the City of Lake City; a role I take very seriously.

My decision not to include Mr. Burnham on the June 29, 2021 email I sent to the attorney and his staff, Procurement, the City Manager and the City Managers Executive Assistant, was not an effort to alienate or leave him out of the loop. Rather, as Fire Chief, Mr. Burnham has no role with regard to completion of the agenda and the inclusion of emergency walk-on items. The individuals copied on my email were essential to the decision of whether to include this item on the agenda on an emergency basis. Once an item is forwarded for the agenda it becomes a ministerial process and agenda items are discussed only with the persons that are directly involved in the agenda preparation. If questions arise the director is brought back in the loop to assist. This helps keep unnecessary emails from directors’ inboxes and reduces confusion at this point in the process. In this particular case Mr. Koberlein responded to the email on June 30, 2021 and copied Mr. Burnham as we all needed guidance as to whether or not this was an emergency item as the agenda needed to go out. The process worked as intended and Mr. Burnham responded it could wait until the July 19, 2021 meeting. The process we use ensures things are properly vetted and ready for the agenda. There was nothing about this action that was intended to undermine or deceive Mr. Burnham or anyone else.

Mr. Burnham and I have worked well together for the past 16 + years. Upon learning of his concerns related to the Just FOIA application, I met with him to address these concerns and was under the impression that I had done so to his satisfaction. Even after resolving the issues related to Mr. Burnham’s agenda request, Mr. Burnham never contacted me to discuss his displeasure with the process or the fact that I had omitted him from emails regarding preparation of the agenda and whether his request was in fact an emergency. To date, Mr. Burnham has never addressed these issues with me directly and instead elevated his complaints directly to the council without any suggestion as to what should be done to remedy situations which are done and over.

Thank you for your consideration.

Cc: Human Resources



To: Joseph Helfenberger, City Manager
From: Ami Mitchell Fields, Director of Human Resources
cc: Adam Boatright, Interim Director of Information of Technology
Date: 20 May 2021
Re: IT Security

As I have previously discussed, there have been concerns regarding adequate security in the workplace and IT of the City of Lake City. The formation of IT policies and procedures will provide clarity for everyone in the organization regarding information technology. IT policies will work to combat threats and manage risks while also ensuring efficient, effective, and consistent operations. I have been collaborating efforts with Interim Director of IT, Adam Boatright in developing Policy and Procedures and Standard Operating Procedures for IT.

I recommend restricting access to employee emails, active or inactive. Granted access to active employee emails should be the Director of the IT Department and the City Manager only. If an employee has been terminated, retired, or resigned, access to these emails should be the Director of IT Department and the City Manager as well. This will assist in alleviating some of the risks associated with security and electronic threats.

I also recommend in the near future the purchase and issue of employee scan badges to restrict unauthorized access to confidential data, City property, etc. by a previous employees or outsider. Employee ID Badging goes beyond dictating what areas an employee can and can't access. It's a framework for security, asset tracking, task management, and general facility management.

Ami Mitchell Fields
 Director of Human Resource
 City of Lake City
 P: 386-752-2031
 F: 386-758-5490

approved
Joseph Helfenberger
5-24-2021





Exhibit "B"

Date: June 9, 2021
To: Joe Helfenberger, City Manager
From: Audrey Sikes, City Clerk *Audrey Sikes*
Ref: Facebook Posting June 2, 2021 Memorandum RE: IT Security

MEMBER
STEPHEN M. WITT
MEMBER
CHRIS GREENE
JAKE HILL, JR.
EUGENE JEFFERSON
TODD SAMPSON
MEMBER
JOSEPH HELFENBERGER
MEMBER
AUDREY E. SIKES
MEMBER
FRED ROBERLEIN, JR.

Today, on Facebook there is a posting of a memorandum dated June 2, 2021 addressed to Adam Boatright, from you, cc'd to Ami Mitchell Fields and to me, referencing IT Security. Before today I was not even aware this existed. (See attached).

As records custodian, I'm concerned how a member of the general public received a copy of this memorandum as there have not been any public record requests for this information. This release should be investigated immediately and handled appropriately.

It was my understanding after our conversation on May 26, 2021 you fully understood and supported the process that had been in place for years. Today, in reading the content of the June 2, 2021 memorandum, it concerns me greatly you were again making changes to a process that falls under my responsibility after you and I discussed it at length on several occasions.

Additionally, I was unaware of your plans to deactivate the Clerk's Office access again after you signed the memorandum granting access back to the email archiver.

On Monday, June 7, 2021 you reported you spoke directly to Adam Boatright on Friday June 4, 2021 and he did not have any concerns with the City Clerks Office having access to the email archiver. You even reached out to Mr. Boatright, via your cell phone from my office, and asked him to memorialize this in writing. Please provide me with a copy of that documentation.

Since this memorandum on Facebook is a few steps back from where I believe we are today, it is my hope that as a result of our meeting on Wednesday evening, June 2, 2021 this issue has since been placed to rest. If there is any planning or discussions currently taking place regarding this issue, I'm respectfully asking for a professional courtesy to be extended to me to let me know.

Please provide me copies of any additional memorandums or records that have been circulated regarding this topic so I can ensure my records are intact.

Lastly, I'm again requesting for you to take the necessary steps for the City Clerk's Office to have the CJIS training in the next two weeks.

cc: Mayor Stephen M. Witt
Council Member Eugene Jefferson
Council Member Jake Hill, Jr.
Council Member Chris Greene
Council Member Todd Sampson
City Attorney Fred Koberlein



Agents Equality is with Glenel Bowden and 21 others.



Yesterday at 5:43 PM

Community: I stated at the council meeting last night(6/7/21)the city of Lake City is having IT security issues and City Manager Joe Helfenberger, Mayor Witt, and other council members ignored it. I stated we need more tight security and less access by employees and others. They try to act like I don't know what I be talking about! But guess what I found? The city manager Joe Helfenberger is saying the same thing in memo to staff but in the council meeting tried to lie and avoid and have been telling council member the IT issue is not true. Joe: Are your own words in this memo true or the stuff you are telling council members. Can't be both! You like to make everybody the problem but you!

MEMORANDUM

To: Adam Boatright, Interim Director of Information Technology
From: Joseph Helfenberger, City Manager
cc.: Ami Mitchell Fields, Director of Human Resources
 Audrey Sikes, City Clerk
Date: June 2, 2021
Re: IT Security

Due to the cyber attack that the City incurred in 2019, the City is required to take additional measures to ensure all reasonable steps are taken to protect the City's IT network. The City has had to significantly increase the IT budget and is still in the process of shoring up procedures and practices that add a significant level of security to our IT system.

As a result of security concerns drawn to my attention, I am going to strictly adhere to the procedure outlined in the May 20, 2021 memorandum I received from Ami Fields regarding restricted access to employee emails, active and inactive. Only the Director of IT and myself will have access to employee emails. Information requests requiring employee emails will be channeled through the Director of IT.

"Exhibit C"

Sikes, Audrey

From: Ami Mitchell Fields
Sent: Tuesday, June 29, 2021 6:26 PM
To: Sikes, Audrey
Cc: Starling, Danielle
Subject: Walk in

Audrey,

Fire Chief needs to be a walk-in for next Council Meeting 7/6/21.

Warm Regards,

Ami Fields

Interim City Manager
City of Lake City
P: 386-752-2031
F: 386-758-5490



Sikes, Audrey

From: Sikes, Audrey
Sent: Tuesday, June 29, 2021 6:38 PM
To: Ami Mitchell Fields
Cc: Starling, Danielle
Subject: RE: Walk in

Good afternoon. For the Council, we try to only have emergency walk-on's for true absolute emergencies that cannot be avoided. What is the emergency that justifies the walk-on? Is it time sensitive? Has it been fully vetted through Procurement and Legal? Do you know if the item is ready now or what is the status of the item? The agenda has not gone out yet.

The City Council prefers to have items on the agenda properly vetted rather than having emergency walk-ons. In order for it to be an emergency walk-on the council would have to declare it an emergency. Please let me know if you have any questions.

Audrey E. Sikes, MMC
City Clerk
City of Lake City
205 North Marion Avenue
Lake City, Florida 32055

Ph: 386-719-5756
Fax: 386-752-4896
sikesa@lcfla.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Ami Mitchell Fields
Sent: Tuesday, June 29, 2021 6:26 PM
To: Sikes, Audrey <SikesA@lcfla.com>
Cc: Starling, Danielle <StarlingD@lcfla.com>
Subject: Walk in

Audrey,

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Warm Regards,

Ami Fields

Interim City Manager
City of Lake City
P: 386-752-2031
F: 386-758-5490



Sikes, Audrey

From: Sikes, Audrey
Sent: Tuesday, June 29, 2021 6:40 PM
To: Fred@KLO-Attorneys.com
Cc: Alysha Jenkins
Subject: FW: Walk in

Importance: High

Fred,
Are you aware of the emergency item needed by the Fire Department? See below. Thanks.

Audrey E. Sikes, MMC
City Clerk
City of Lake City
205 North Marion Avenue
Lake City, Florida 32055

Ph: 386-719-5756
Fax: 386-752-4896
sikesa@lcfla.com

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Cc: Starling, Danielle <StarlingD@lcfla.com>
Subject: RE: Walk in

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Sent: Tuesday, June 29, 2021 6:26 PM
To: Sikes, Audrey <SikesA@lcfla.com>
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Subject: Walk in

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Warm Regards,

Ami Fields

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