
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

February 07, 2022 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

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

Pledge of Allegiance - Boy Scout America Troop 85 of First Presbyterian Church

Invocation - Mayor Stephen Witt

Roll Call

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

Minutes

- [1.](#) January 8, 2022 - Special Called
- [2.](#) January 18, 2022 Regular Session
- [3.](#) January 19, 2022 Special Called
- [4.](#) January 29, 2022 Special Meeting
- [5.](#) January 29, 2022 Workshop

Approval of Agenda

6. Introduction of New Human Resource Director, Hubert Collins (Interim City Manager Paul Dyal)

7. Troop 85 Welcome (Mayor Stephen Witt)

The City of Lake City welcomes Scouts Boy Scout America Troop 85 of First Presbyterian Church.

Troop 85, established in 1923 and later officially chartered by the late Ed Montgomery, Sr, has produced numerous business, government, and armed forces leaders throughout the century.

Through the boy scout model of “youth leading youth”, more than 150 young men have earned their Eagle Scout rank with Troop 85.

Tonight, the boys are attending the city council meeting to satisfy one of the requirements for their Citizenship in the Community merit badge. Citizenship is prioritized in scouting as the citizenship merit badges are required for Eagle Scout rank.

The boys are required to listen to the issues being discussed tonight, pick an issue, and then debate that issue among themselves at their next troop meeting. They will now come forward and recite their oath.

Persons Wishing to Address Council

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

Approval of Consent Agenda

8. Approval to move \$26,332.12 from 410.78.536.060.63 to 410.75.563.060.64 to cover the additional funds needed for the purchase and delivery of a 4 inch and 6 inch sound attenuated trailer mounted pumps. The lowest bid for ITB-003-2021 came in over budget at \$86,332.12. Funds in the amount of \$60,000.00 are budgeted in 410.75.563.060.64.
9. Approval to purchase replacement riffles from ProForce Marketing Inc. (higher bidder) utilizing Edward Byrne Memorial Justice Assistance Grant FY2021, Subgrant #2021-JAGC-COLU-1-3B-073 (JAG Grant). The grant does not allow another manufacturer of riffle to be substituted.

- [10.](#) Approval to utilize budged funds in the amount of \$15,309.00 to cover a change order for the new Light Rescue Fire Truck not previously approved by City Council.

Presentations

- [11.](#) Mr. Zack Paulk, Columbia County Quarterback Club President, uniforms and equipment sponsorship request.
12. Mr. Tim Norman, Mittauer and Associates, to outline the new Florida Department of Environmental Protection requirement for Wastewater Treatment Plants and ways the City can meet these requirements.
13. Susan Mears, Veteran's Memorial

Old Business

Ordinances

Open Public Hearing

- [14.](#) City Council Ordinance No. 2021-2196 - (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, LDR21-05, by the City Council, providing for amending section 4.14.3, entitled permitted accessory uses and structures by revising regulations pertaining to the use of public rights-of-way for outdoor seating by restaurants and other businesses within the "C-CBD" Commercial, Central Business District; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 1/3/2022

Close Hearing

Adopt City Council Ordinance No. 2021-2196 on final reading

Other Items

15. Discussion and Possible Action - Fire Pension Board Appointee (Mayor Stephen Witt)
- [16.](#) Discussion and Possible Action - Planning and Zoning Board (Mayor Stephen Witt)

Application received on 1-26-2022 via email from James Carter.

17. Update on Wilson Park Community Development Block Grant (CDBG) (Interim City Manager Paul Dyal)

David or Melissa Fox, Fred Fox Enterprises, will be in attendance to provide an update and to answer any questions.

- [18.](#) Discussion and Possible Action - City Manager Position

New Business

Ordinances

- [19.](#) City Council Ordinance No. 2022-2215 (first 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 21-08, by the property owner of said acreage; providing for rezoning from Commercial Intensive (CI) to Commercial, Highway Interchange (CHI) 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.

Adopt City Council Ordinance No. 2022-2215 on first reading

Resolutions

- [20.](#) City Council Resolution No. 2022-009 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an application to the Florida Department of Transportation; providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$40,000.00 for Strategic Traffic Enforcement Program including speeding and aggressive driving; and providing for an effective date.
- [21.](#) City Council Resolution No. 2022-010 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an application to the Florida Department of Transportation; providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$30,000.00 for a Strategic Traffic Enforcement Program including impaired driving; and providing for an effective date.
- [22.](#) City Council Resolution No. 2022-011 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Design Build Amendment to the contract with Oelrich Construction, Inc; providing for the design and construction of a second fire station; providing for a contractual guaranteed maximum price of \$2,747,429.00, and providing for an effective date.

- [23.](#) City Council Resolution No. 2022-012 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an Interlocal Agreement with Columbia County, Florida; providing for the engagement of the County's Building Official to act as the City's Building Official; providing for severability; providing for conflicts; and providing for an effective date.
- [24.](#) City Council Resolution No. 2022-014 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Anderson Columbia Co., Inc., related to the pavement rehabilitation of Runway 5-23 at the Lake City Gateway Airport; providing for a contract price not to exceed \$1,237,438.72.00; providing for the execution of the contract; and providing for an effective date.
- [25.](#) City Council Resolution No. 2022-015 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the First Amendment to Agreement Number LPR0016; providing for an extension to the contract end date; and providing for an effective date.
- [26.](#) City Council Resolution No. 2022-016 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an application to the Florida Department of Transportation; providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$25,000.00 for a strategic traffic enforcement program including occupant protection; and providing for an effective date.
- [27.](#) City Council Resolution No. 2022-017 - A resolution of the City Council of the City of Lake City, Florida, authorizing the Lake City Police Department to enter a Memorandum of Understanding with Learning for Life, a foreign non-profit corporation, which operates and maintains the program known as "Exploring Youth Protection" Training.
- [28.](#) City Council Resolution No. 2022-018 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an Interlocal Agreement with Columbia County, Florida; providing for the donation of parcels of real property commonly known as "Richardson Community Center"; providing for severability; providing for conflicts; and providing for an effective date.
- [29.](#) City Council Resolution No. 2022-019 - A resolution of the City Council of the City of Lake City, Florida, appointing Paul Dyal as the Land Development Regulations Administrator; and providing for an effective date.

Other Items

- [30.](#) Discussion and Possible Action - Police Officers Pension Board Appointee (Mayor Stephen Witt)

On January 18, 2022 David Adel resigned from the Police Officers Pension Board. The Board now has a council appointed member vacancy.

31. Discussion and Possible Action - Application process for Senior Housing Rehabilitation Project (Council Member Todd Sampson)

Departmental Administration - None

Comments by Council Members

Reminder: Lake Montgomery Pier replacement meeting to be held on Tuesday, February 8, 2022 at 2:00 PM located in the City Council Chambers at City Hall, 205 North Marion Avenue, Lake City, Florida 32055.

Adjournment

YouTube Channel Information

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

Revisions made 2/7/2022: YouTube Channel information added. Item #17 added additional speaker. Item #18, agenda item modified from City Manager Contract for Thomas Thomas to City Manager position and the addition of supporting documentation.

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. January 8, 2022 - Special Called

The City Council in and for the citizens of the City of Lake City, Florida, met in Special Session, on January 8, 2022 beginning at 10:30 A.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting live on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen M. Witt

ROLL CALL

Mayor/Council Member
City Council

City Attorney
Interim City Manager
Sergeant-at-Arms
City Clerk

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

APPROVAL OF AGENDA

Mr. Sampson made a motion to approve the agenda with moving Item #4 to the first position under New Business.

Mayor Witt stated he would like to add the discussion of a MLK Walk/Run event to the agenda as a Special Item. **Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.**

PERSONS WISHING TO ADDRESS COUNCIL

- Sylvester Warren spoke on the City working with the County on Regional Utilities and the hiring of a next City Manager.
- Glenel Bowden expressed concerns with hosting two different meet and greets and secondary interviews for the City Manager position.
- Stew Lilker requested to speak at Item #2.

NEW BUSINESS

1. Discussion and Possible Action - Agreement with County regarding Growth Management Department Services

PUBLIC COMMENT: Shawn Holmgren spoke in opposition of an agreement with the County.

PUBLIC COMMENT: Sylvester Warren spoke in opposition of an agreement with the County, and suggested using a provisional program.

PUBLIC COMMENT: County Manager David Kraus spoke in support of an agreement with the County.

After Council discussion, **Mr. Sampson made a motion to enter into an agreement with the County, to appoint the County Building Official as the City Building Official, and to allow the County to operate building permitting and inspection services under the Florida Building Code, and to collect fees for said operation. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

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

2. Walk On Item – Martin Luther King Walk/Run

Mayor Witt reported there would be a Martin Luther King walk/run and asked Sylvester Warren to clarify details.

PUBLIC COMMENT: Sylvester Warren stated there would be a 3K walk/run sponsored by Florida Gateway College, and asked for the City to provide police presence.

Mr. Sampson made a motion to sponsor the Martin Luther King 3K walk/run to be held on January 17, 2022, from 9:00 AM until 2:00 PM, at Annie Mattox Park, in an emergency status. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

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

PUBLIC COMMENT: Sylvester Warren thanked the Mayor for sponsoring the Martin Luther King 3K Walk/Run and spoke on the meet and greet with the City Manager candidate.

PUBLIC COMMENT: Stew Lilker spoke on public record requests and the employment status of Mr. Adams.

3. City Manager Candidate Glen Adams Second Interview

Renee Narloch gave a brief summary and overview of the candidate's time visiting and touring the City.

At this time, Council Members took turns asking candidate Glen Adams questions.

Ms. Narloch asked for direction in moving forward with the second interview for Thomas Thomas. She stated her office would assist any member needed to conduct anymore questioning of the candidates.

4. Discussion and Possible Action - Scheduling of City Manager Candidate Thomas Thomas Meet and Greet and Second Interview

After discussion, members concurred to have City Manager Candidate Thomas Thomas for a meet and greet on January 18, 2022, from 4:30 PM until 5:30 PM, with his second interview on January 19, 2022, at 10:30 AM.

Ms. Narloch updated members on the status of the candidate's background check.

PUBLIC COMMENT: Glenel Bowden suggested for the Lake City Police Department to conduct a background check as well.

Members concurred to move forward with the Lake City Police Department conducting a background check.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 12:24 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

File Attachments for Item:

2. January 18, 2022 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on January 18, 2022 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting live on our YouTube Channel.

EVENTS PRIOR TO MEETING – 4:30 – 5:30 PM Meet and Greet for City Manager Candidate Thomas Thomas

PLEDGE OF ALLEGIANCE

INVOCATION – Eugene Jefferson

ROLL CALL

Mayor/Council Member
City Council

City Attorney
Interim City Manager
Sergeant-at-Arms
City Clerk

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

MINTUES

1. December 15, 2021 Special Called
2. December 20, 2021 Regular Session
3. December 20, 2021 Special Called Attorney-Client Session
4. December 22, 2021 Special Called
5. January 3, 2022 Regular Session

Mr. Jefferson made a motion to approve the December 15, 2021 Special Called, December 20, 2021 Regular, December 20, 2021 Special Called Attorney-Client Session, December 22, 2021 Special Called, and January 3, 2022 Regular Session minutes as presented. Mr. Sampson seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

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

PERSONS WISHING TO ADDRESS COUNCIL

- Sylvester Warren spoke in favor of City sponsored events being on the City's website community calendar; and asked about security cameras.

Mayor Witt agreed the City's website needed to promote all events and asked Interim City Manager Paul Dyal to look into the cameras.

- Glenel Bowden also spoke in favor of security cameras being installed to assist in controlling gun violence.

APPROVAL OF CONSENT AGENDA – None

OLD BUSINESS

Ordinances

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2021-2211. City Council Ordinance No. 2021-2211 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2021-2211. No one asked to speak on City Council Ordinance No. 2021-2211, therefore Mayor Witt closed the public hearing.

6. City Council Ordinance No. 2021-2211 - (final reading) An ordinance of the City of Lake City, Florida, adding Article IX to Chapter 26 of the City Code; providing for the prohibition of simulated gambling devices; providing for the identification of simulated gambling establishments as a public nuisance and noxious use; providing for the prohibition of the use of simulated gambling devices for certain circumstances; providing for the creation of an enforcement mechanism for violations; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date. **Mr. Jefferson made a motion to adopt City Council Ordinance No. 2021-2211, on final reading, adding Article IX to Chapter 26 of the City Code; providing for the prohibition of simulated gambling devices; providing for the identification of simulated gambling establishments as a public nuisance and noxious use; providing for the prohibition of the use of simulated gambling devices for certain circumstances, and providing for the creation of an enforcement mechanism for violations. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

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

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2021-2213 formerly known as 2022-2213. City Council Ordinance No. 2021-2213 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2021-2213. Shawn Holmgren and Sylvester Warren spoke on City Council Ordinance No. 2021-2213. Upon completion of public comments, Mayor Witt closed the public hearing.

7. City Council Ordinance No. 2021-2213 formerly known as 2022-2213 (final reading) - An ordinance of the City of Lake City, Florida, amending the City Code to add a new

section numbered 86-110.17 to Article III, Chapter 86, which provides for the permanent closing, vacating, and abandoning of that portion of Laurel Lane lying between Blocks 17 and 18 of McFarlane Park Subdivision, and east of SW James Montgomery Avenue, McFarlane Park Subdivision, a subdivision as per the plat thereof and recorded in Plat Book 423, page 604 of the public records of Columbia County, Florida; finding that the roadway was abandoned by the City; finding that the closing of the roadway will not adversely affect the public health, safety, or welfare; finding that it is in the best interest of the City and for the general welfare of its citizens to close the roadway; providing for a reservation of utility easements; providing for the repeal of conflicting ordinances; providing for severability; providing for inclusion into the City Code; and providing for an effective date. **Mr. Jefferson made a motion to adopt City Council Ordinance No. 2021-2213, on final reading, amending the City Code to add a new section numbered 86-110.17 to Article III, Chapter 86, which provides for the permanent closing, vacating, and abandoning of that portion of Laurel Lane lying between Blocks 17 and 18 of McFarlane Park Subdivision, and east of SW James Montgomery Avenue, McFarlane Park Subdivision, a subdivision as per the plat thereof and recorded in Plat Book 423, page 604 of the public records of Columbia County, Florida; finding that the roadway was abandoned by the City; finding that the closing of the roadway will not adversely affect the public health, safety, or welfare; finding that it is in the best interest of the City and for the general welfare of its citizens to close the roadway, and providing for a reservation of utility easements. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

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

Other Items

8. Discussion and Possible Action - Fire Pension Board Appointee (Mayor Stephen Witt)
9. Discussion and Possible Action - Planning and Zoning Board (Mayor Stephen Witt)

On January 7, 2022 Daniel Adel resigned from the Planning and Zoning Board. The Board now has three board member vacancies.

Mayor Witt reminded members that there were still vacant positions on the Fire Pension and Planning and Zoning Boards.

NEW BUSINESS

Resolutions

10. City Council Resolution No. 2021-192 - A resolution of the City Council of the City of Lake City, Florida, amending the composition of the Airport Master Plan Steering Group; providing for terms of appointments; providing for conflicts; and providing for an effective date. **Mr. Hill made a motion to adopt City Council Resolution No. 2021-192, amending the composition of the Airport Master Plan Steering Group, and providing for terms of appointments. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

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

11. City Council Resolution No. 2022-005 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Amendment Number One to the contract between the City and Wetland Solutions, Inc. for the Ichetucknee Springs Water Quality Improvement Project; providing for the addition of tasks related to the bidding and construction phases associated with the gravity pipeline portion of the project; providing for additional costs not-to-exceed \$51,445.00; and providing for an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2022-005, authorizing the execution of Amendment Number One to the contract between the City and Wetland Solutions, Inc. for the Ichetucknee Springs Water Quality Improvement Project; providing for the addition of tasks related to the bidding and construction phases associated with the gravity pipeline portion of the project, and providing for additional costs not-to-exceed \$51,445.00. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

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

12. City Council Resolution No. 2022-007 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of the Second Amendment to the Memorandum of the Agreement with the Suwannee River Water Management District authorized by City Council Resolution No. 2020-114; providing for an extension of the deadlines for completion of the agreement to February 28, 2022; providing for conflicts; and providing for an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2022-007, authorizing the execution of the Second Amendment to the Memorandum of the Agreement with the Suwannee River Water Management District authorized by City Council Resolution No. 2020-114, and providing for an extension of the deadlines for completion of the agreement to February 28, 2022. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

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

13. City Council Resolution No. 2022-008 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Amendment Number One to Agreement SG059 with the Florida Department of Environmental Protection; providing for the reimbursement of allowable costs associated with the removal of sand and grit from the St. Margarets Wastewater Treatment Facility; providing for an extension of the agreement to April 30, 2023; providing for the acceptance of \$564,144.00 in additional funding; and providing for an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2022-008, authorizing the execution of Amendment Number One to Agreement SG059 with the Florida Department of Environmental Protection; providing for the reimbursement of allowable costs associated with the removal of sand and grit from the St. Margarets Wastewater Treatment Facility; providing for an extension of the agreement to April 30, 2023, and providing for the acceptance of \$564,144.00 in additional funding. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

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

Other Items

14. Discussion and Possible Action - Recommendation from January 5, 2022 Utility Advisory Committee to hold a Joint City/County Meeting on Monday, January 31, 2022 at 5:30 PM at the Columbia County School Board Auditorium to discuss the operation of continued joint utility operations. (Council Member Todd Sampson/Utility Advisory Chairman)

Mr. Sampson reminded members of the Joint City/County Meeting on Monday, January 31, 2022 at 5:30 PM at the Columbia County School Board Auditorium to discuss the continued joint utility operations, he stated he would like to see where the City and County could work together.

Mayor Witt stated he wanted to address Item #15 prior to the Joint Meeting.

PUBLIC COMMENT: Glenel Bowden encouraged Council to do what is in the best interest of the citizens of the City of Lake City.

PUBLIC COMMENT: Shawn Holmgren spoke in favor of cooperating with the County and not in opposition of making any commitments prior to having a management team.

PUBLIC COMMENT: Sylvester Warren spoke in opposition of making any permanent decisions at the Joint City/County Meeting.

15. Discussion and Possible Action - Scheduling a Workshop on Monday, February 7, 2022 at 5:00 PM - Financial Update (Interim City Manager Paul Dyal and Finance Director Donna Duncan)

PUBLIC COMMENT: Sylvester Warren spoke in favor of acting immediately on discussion items from the workshop.

Members concurred to meet on Saturday, January 29, 2022 at 10 AM.

PUBLIC COMMENT: Shawn Holmgren spoke in opposition of the audience dictating actions and decisions of the council.

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL MEMBERS

Mr. Hill welcomed Thomas Thomas to Lake City and asked for an update on Gwen Lake. Mr. Dyal reported the City was waiting on a wetlands issue.

Mr. Sampson inquired if the Community Development Block Grant for Richardson Community Center had been funded yet.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 6:40 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

File Attachments for Item:

3. January 19, 2022 Special Called

The City Council in and for the citizens of the City of Lake City, Florida, met in Special Session, on January 19, 2022 beginning at 10:30 A.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting live on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen M. Witt

ROLL CALL

Mayor/Council Member
City Council

City Attorney
Interim City Manager
Sergeant-at-Arms
City Clerk

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

APPROVAL OF AGENDA

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

PERSONS WISHING TO ADDRESS COUNCIL

- Glenel Bowden spoke in opposition of having separate interviews for the City Manager position.

NEW BUSINESS

1. City Manager Candidate Thomas Thomas Second Interview

Renee Narloch gave a brief summary and overview of the candidate's time visiting and touring the City.

At this time, Council members took turns asking candidate Thomas Thomas questions.

2. Discussion and Possible Action - Debriefing with Renee Narloch and Associates regarding City Manager Search

Ms. Narloch updated members on the City Manager process, and gave status updates on the background checks of the candidates. She reminded members the City's onboarding process would still be needed.

Members concurred to move forward with candidate Thomas Thomas.

After discussion, members concurred to appoint City Attorney Fred Koberlein, Jr. as the point of contact for negotiations. **Mr. Sampson made a motion to pursue contract negotiations with Thomas Thomas as the next City Manager. The point of contact for the City is Attorney Fred Koberlein; starting with the framework of up to \$10,000.00 for relocation expenses, time off component consistent with prior contracts, \$120,000 salary and contingency on the completion of the background check. The motion also provides authorization for the Lake City Police Department to move forward with the background check on Thomas Thomas. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

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

Members concurred to meet Monday, January 24, 2022 at 6:00 PM to discuss the negotiations.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 11:40 AM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

File Attachments for Item:

4. January 29, 2022 Special Meeting

The City Council in and for the citizens of the City of Lake City, Florida, met in Special Session, on January 29, 2022 beginning at 8:00 A.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting live on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen Witt

ROLL CALL

Mayor/Council Member
City Council

City Attorney
Interim City Manager
Sergeant-at-Arms
City Clerk

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

APPROVAL OF AGENDA

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

PERSONS WISHING TO ADDRESS COUNCIL

- Sylvester Warren spoke in support of the counter offer from City Manager candidate Thomas Thomas.
- Glenel Bowden expressed concerns with holding an 8:00 AM meeting and the lack of participation from the public.
- Jerry Leszkiewicz encouraged Council to fully vet City Manager candidate Thomas Thomas.

NEW BUSINESS

1. Discussion and Possible Action – Contract Terms for Thomas Thomas

After discussion of terms of contract for Thomas Thomas, **Mr. Sampson made a motion to make an offer of a March 1, 2022 employment start date; \$130,000 annual salary; relocation expenses based off three separate bids, authorizing the lowest bid, with bids due by the first day of employment; a one-way airline ticket for travel to begin employment; all standard benefits available the first day of employment; two weeks of annual leave available the first day of employment, a life insurance policy with a payout equal to the annual salary; an annual performance evaluation based on goals discussed during a public meeting; and residing within the municipal limits, if a residence is not available, council would consider authorizing residence within**

Columbia County. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

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

Members concurred to set a timeline for Mr. Thomas to respond by Wednesday, February 2, 2022. Members would like Mr. Thomas to attend a virtual meeting through Zoom on Monday, February 7, 2022 at 6:00 PM to discuss his response and potentially finalize the terms and conditions of an employment agreement.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 8:46 AM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

File Attachments for Item:

5. January 29, 2022 Workshop

The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on January 29, 2022 beginning at 8:30 A.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting live on our YouTube Channel.

ROLL CALL

Mayor/Council Member
City Council

City Attorney
Interim City Manager
Sergeant-at-Arms
City Clerk

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

ITEMS FOR DISCUSSION

1. Financial Update – Interim City Manager Paul Dyal & Finance Director Donna Duncan

Mr. Dyal provided an overview of the American Rescue Plan Act.

Ms. Duncan went over a PowerPoint presentation relating to the United States Treasury final rule on eligible and ineligible uses of ARPA funds. She reported the funds would be allocated by December 21, 2024 and must be fully spent by 2026.

PUBLIC COMMENT: Glenel Bowden verified the process for using the funds on projects, and asked about the security cameras for combatting violence.

Members discussed the lack of parking at Sally Mae Jerry Park and potential solutions.

Information Technology Director Matt Benedetti reported he received quotes on security cameras, but they were extremely over budget.

PUBLIC COMMENT: Sylvester Warren spoke on the uniformity of all of downtown, and suggested waiving impact fees for new growth. Mr. Warren asked for a one-time funding donation for Annie Mattox Park to resurface the basketball and tennis courts.

PUBLIC COMMENT: Davion Jones spoke on pay for the Lake City Police Department and Lake City Fire Department, stating their pay was too low. Mr. Jones spoke in support of providing funding to Richardson Community Center for projects.

Items that were requested for funding during the workshop during public comments:

- 2 million in infrastructure
- Sally Mae Park sign

- Relocation of Downtown Lake City sign
- Trash cans
- Benches
- Brick pavers alongside sidewalk
- Relocation of Historic District sign
- Shrubbery
- Skateboard Park at Youngs Park
- Track around Memorial Stadium
- Security cameras
- Funds for Annie Mattox Park for resurfacing basketball and tennis courts
- \$500K for Senior home repair
- Demolition of abandoned houses
- Waiver of impact fees for new growth
- Pay for public safety (Fire and Police)
- Richardson Community Center for projects
- Senior citizen and low-income assistance with utility bill costs

Mr. Sampson and Mr. Jefferson are opposed to spending government funds on private property (Annie Mattox Park), with the exception of cameras.

Mr. Sampson expressed the importance of allocating the \$350K for the Airport Grant. He inquired what is included on the \$10,000 list for abandoned property.

After discussion, members concurred to have the following items placed on the February 7, 2022 City Council agenda: update on Wilson Park Community Development Block Grant; application process for Senior Housing Rehab Project.

Members concurred to have the following items placed on the February 22, 2022 City Council agenda; Beautification (need potential budget for benches, pavers, signs, trash cans); Memorial Stadium estimates.

Mayor Witt and Mr. Sampson concurred to discuss the potential waiver of impact fees for new growth at the next Utility Advisory Committee meeting.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 11:00 AM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

File Attachments for Item:

8. Approval to move \$26,332.12 from 410.78.536.060.63 to 410.75.563.060.64 to cover the additional funds needed for the purchase and delivery of a 4 inch and 6 inch sound attenuated trailer mounted pumps. The lowest bid for ITB-003-2021 came in over budget at \$86,332.12. Funds in the amount of \$60,000.00 are budgeted in 410.75.563.060.64.

MEETING DATE
February 7, 2022

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Purchase of 4 inch and 6 inch Sound Attenuated Trailer Mounted Pumps

DEPT / OFFICE: Distribution & Collections

Originator: Brian Scott, Director of Distribution and Collections		
Interim City Manager Paul Dyal	Department Director Paul Dyal	Date 01/21/2022
Recommended Action: Seeking Council approval to purchase a 4 inch and 6 inch Sound Attenuated Trailer Mounted Pumps using remaining funds from previous budgeted capital item purchases in account 410.78.536-060.63.		
Summary Explanation & Background: The Utility Department is steadily seeing an increase in new services and repairs to our system. As such, being able to have the appropriate equipment to undertake tasks is critical to saving time, money, and to be more efficient in our work. We need to purchase a 4 inch and 6 inch Sound Attenuated Trailer Mounted Pumps. These pumps will be utilized for sewer and lift station failures. These are critical to the operation of our sewer system. We currently we are renting pumps when needed resulting in additional costs. We have budgeted \$60,000.00 in the 410.78.536-060.64 account for this purchase. The lowest bid that we received is \$86,332.12. We would like to take the additional \$26,332.12 from the remaining funds from previous budgeted Bore under 90 for forcemain in account 410.78.536-060.63.		
Alternatives: Continue to rent pumps resulting in additional costs and longer down time.		
Source of Funds: \$26,332.12 from 410.78.536-060.63 / \$60,000.00 from 410.75.563.060-64		
Financial Impact: \$86,332.12 Purchasing the equipment would have long-term savings within our expense rental and lease accounts. It would also alleviate the risk of exceeding budgetary limits for the fiscal year.		
Exhibits Attached: 1) EVALUATION TABULATION - ITB No. ITB-003-2021		



City of Lake City
Procurement

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

EVALUATION TABULATION

ITB No. ITB-003-2021

Purchase and Delivery of 4 Inch and 6 Inch Sound Attenuated Trailer Mounted Pumps

RESPONSE DEADLINE: January 13, 2022 at 2:00 pm

Report Generated: Friday, January 21, 2022

SELECTED VENDOR TOTALS

Vendor	Total
Hydra Service (S), Inc.	\$86,332.12
BBA Pumps Inc.	\$91,544.00
Mersino Dewatering	\$93,612.00
Thompson Pump & Mfg. Co.	\$94,032.00
Xylem Inc.	\$94,155.70
Pumppoint USA	\$94,990.00
Technology International, Inc.	\$108,132.00
WASTEWATER SOLUTIONS LLC	\$121,223.00
Tom Evans Environmental, Inc.	\$132,418.93
Pat's Pump & Blower	\$136,982.00

PURCHASE AND DELIVERY OF 4 INCH SOUND ATTENUATED TRAILER MOUNTED PUMP (Table 1 of 2)

BBA Pumps Inc.	Hydra Service (S), Inc.	Mersino Dewatering	Pat's Pump & Blower	Pumppoint USA
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EVALUATION TABULATION

ITB No. ITB-003-2021

Purchase and Delivery of 4 Inch and 6 Inch Sound Attenuated Trailer Mounted Pumps

Selecte d	Line Item	Description	Quantit y	Unit of Measur e	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	4" Sound Attenuated Trailer Mounted Pump	1	Each	\$45,213.00	\$45,213.00	\$40,687.76	\$40,687.76	\$42,478.00	\$42,478.00	\$67,025.00	\$67,025.00	\$46,916.00	\$46,916.00
Total						\$45,213.00		\$40,687.76		\$42,478.00		\$67,025.00		\$46,916.00

PURCHASE AND DELIVERY OF 4 INCH SOUND ATTENUATED TRAILER MOUNTED PUMP (Table 2 of 2)

Selecte d	Line Item	Description	Quantit y	Unit of Measur e	Technology International, Inc.		Thompson Pump & Mfg. Co.		Tom Evans Environmental, Inc.		WASTEWATER SOLUTIONS LLC		Xylem Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	4" Sound Attenuated Trailer Mounted Pump	1	Each	\$52,016.00	\$52,016.00	\$42,681.00	\$42,681.00	\$64,686.40	\$64,686.40	\$58,889.00	\$58,889.00	\$46,251.10	\$46,251.10
Total						\$52,016.00		\$42,681.00		\$64,686.40		\$58,889.00		\$46,251.10

PURCHASE AND DELIVERY OF 6 INCH SOUND ATTENUATED TRAILER MOUNTED PUMP (Table 1 of 2)

Selecte d	Line Item	Description	Quantit y	Unit of Measur e	BBA Pumps Inc.		Hydra Service (S), Inc.		Mersino Dewatering		Pat's Pump & Blower		Pumppoint USA	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	6" Sound Attenuated Trailer	1	Each	\$46,331.00	\$46,331.00	\$45,644.36	\$45,644.36	\$51,134.00	\$51,134.00	\$69,957.00	\$69,957.00	\$48,074.00	\$48,074.00

EVALUATION TABULATION

Invitation to Bid - Purchase and Delivery of 4 Inch and 6 Inch Sound Attenuated Trailer Mounted Pumps

EVALUATION TABULATION

ITB No. ITB-003-2021

Purchase and Delivery of 4 Inch and 6 Inch Sound Attenuated Trailer Mounted Pumps

	Mounted Pump					
Total		\$46,331.00	\$45,644.36	\$51,134.00	\$69,957.00	\$48,074.00

PURCHASE AND DELIVERY OF 6 INCH SOUND ATTENUATED TRAILER MOUNTED PUMP (Table 2 of 2)

Selected	Line Item	Description	Quantity	Unit of Measure	Technology International, Inc.		Thompson Pump & Mfg. Co.		Tom Evans Environmental, Inc.		WASTEWATER SOLUTIONS LLC		Xylem Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	6" Sound Attenuated Trailer Mounted Pump	1	Each	\$56,116.00	\$56,116.00	\$51,351.00	\$51,351.00	\$67,732.53	\$67,732.53	\$62,334.00	\$62,334.00	\$47,904.60	\$47,904.60
Total					\$56,116.00	\$56,116.00	\$51,351.00	\$51,351.00	\$67,732.53	\$67,732.53	\$62,334.00	\$62,334.00	\$47,904.60	\$47,904.60

EVALUATION TABULATION

Invitation to Bid - Purchase and Delivery of 4 Inch and 6 Inch Sound Attenuated Trailer Mounted Pumps

File Attachments for Item:

9. Approval to purchase replacement riffles from ProForce Marketing Inc. (higher bidder) utilizing Edward Byrne Memorial Justice Assistance Grant FY2021, Subgrant #2021-JAGC-COLU-1-3B-073 (JAG Grant). The grant does not allow another manufacturer of riffle to be substituted.

MEETING DATE
2-7-22

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Police Department Replacement Rifles: Bid Justification

DEPT / OFFICE:

Originator: Interim Police Chief Gerald Butler <div style="text-align: right; margin-top: -20px;"> </div>		
City Manager Interim City Manager Paul Dyal	Department Director Interim Police Chief Gerald Butler	Date 1-18-22
Recommended Action: FOR CONSENT AGENDA Request approval to purchase replacement rifles from higher bidder, ProForce Marketing Inc.		
Summary Explanation & Background: The manufacturer of rifle approved under the Grant is the only one the department is allowed to purchase since this particular manufacturer was named in the Grant application. This manufacturer of rifle needs be purchased through ProForce as the other bidder included a different manufacturer of rifle. Grant does not allow another manufacturer of rifle to be substituted.		
Alternatives: Budget in FY23 and continue to use outdated rifles.		
Source of Funds: Edward Byrne Memorial Justice Assistance Grant FY2021, Subgrant #2021-JAGC-COLU-1-3B-073 (JAG Grant).		
Financial Impact: None		
Exhibits Attached: <ul style="list-style-type: none"> 1-7-22 email from Elizabeth Halvorson with FDLE's Office of Criminal Justice Grants: different brand of rifle cannot be substituted Evaluation Tabulation from City of Lake City Procurement Department 8-6-21 Report to Council accepting the JAG Grant in the amount of \$38,642. Request was approved at 9-7-21 Council meeting. 		

Miles, Andy

From: Halvorson, Elizabeth <ElizabethHalvorson@fdle.state.fl.us>
Sent: Friday, January 7, 2022 11:51 AM
To: Miles, Andy
Subject: 2021-JAGC-COLU-1-3B-073

Good morning,

Per our phone conversation, it appears the grant application listed above specifically detailed you would be purchasing Smith & Wesson rifles (45 S&W M&P15T rifles). Since the brand name is spelled out these are the only rifles we can reimburse you for using these particular grant funds.

Thank you and let me know if you have any questions.

Elizabeth Halvorson
Government Operations Consultant II
Office of Criminal Justice Grants
Florida Department of Law Enforcement
(850) 617-1259

Please visit our website at <http://www.fdle.state.fl.us/Grants/Home>



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

EVALUATION TABULATION

ITB No. ITB-002-2022

Purchase of Patrol Rifles and Optics

RESPONSE DEADLINE: December 7, 2021 at 2:00 pm

Report Generated: Thursday, January 13, 2022

SELECTED VENDOR TOTALS

Vendor	Total
IWI US Inc	\$30,870.00
ProForce Marketing, Inc., dba ProForce Law Enforcement	\$33,421.50

WEAPONS PRICING

Prices of items

Selected	Line Item	Description	Quantity	Unit of Measure	IWI US Inc		ProForce Marketing, Inc., dba ProForce Law Enforcement	
					Unit Cost	Total	Unit Cost	Total
X	1	Smith & Wesson M&P 15-T M-Lok Black, 5.56mm Rifle, 16" Barrel, 30 Round Magazine	35	each	\$688.00	\$24,080.00	\$787.79	\$27,572.65
X	2	HOLOSUN 20mm Micro Optical Sight Model HS503R (Red)	35	each	\$194.00	\$6,790.00	\$167.11	\$5,848.85
Total						\$30,870.00		\$33,421.50

VENDOR QUESTIONNAIRE PASS/FAIL

EVALUATION TABULATION

ITB No. ITB-002-2022

Purchase of Patrol Rifles and Optics

Question Title	IWI US Inc	ProForce Marketing, Inc., dba ProForce Law Enforcement
References		Pass
Title and Organization	Pass	Pass
Local Office	Pass	Pass
Principal Office	Pass	Pass
Conflict of Interest Statement	Pass	Pass
Disputes Disclosure Form	Pass	Pass
Disputes Disclosure Form - Explanation	Pass	Pass
Disputes Disclosure Form - Acknowledgement	Pass	Pass
Drug Free Workplace Certificate	Pass	Pass
Non-Collusion Affidavit	Pass	Pass
E-Verify Affirmation Statement	Pass	Pass
Bidder's Checklist	Pass	Pass
Clarifications and Exceptions		Pass
Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes	No Response	No Response
Federal Identification No. (FEID)	Pass	Pass
Acknowledgments	Pass	Pass
Please indicate which statement applies.		Pass
Required Documents	Pass	No Response
Describe Action Taken	Pass	Pass
Credit Card Payment	No Response	No Response
Will you take a credit card payment without charging a fee?	Pass	Pass
Scrutinized Companies	No Response	No Response
Please confirm that you are not on the Scrutinized Companies List	Pass	Pass

EVALUATION TABULATION

Invitation to Bid - Purchase of Patrol Rifles and Optics

MEETING DATE
9-7-21

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Edward Byrne Memorial Justice Assistance Grant FY2021
Subgrant #2021-JAGC-COLU-1-3B-073

DEPT / OFFICE: Police

Originator:

Chief Argatha Gilmore

City Manager

Ami Fields, Interim City Manager

Department Director

Chief Argatha Gilmore 

Date

8-6-21

Recommended Action:

Approve request for Lake City Police Department to accept and spend the Edward Byrne Memorial Justice Assistance Grant FY2021 in the amount of \$38,642.00.

Summary Explanation & Background:

These Grant funds will be used to purchase patrol rifles to replace current weapons approaching end-of-service life. The current weapons will be returned to the Federal Government.

Approximate Cost Breakdown:

45 S&W M&P15T rifles (\$780.00 each)	\$35,100.00
10 cases(1000 rds each) practice ammunition (\$330.00 each)	\$ 3,300.00
10 cases (1000 rds each) duty ammunition (\$330.00 each)	<u>\$ 3,300.00</u>
TOTAL COST	\$ 41,700.00

Total Grant Allocation: \$38,642.00

Alternatives:

Budget Equipment in FY2022

Source of Funds:

Grant/Forfeiture Monies/General Fund

Financial Impact:

\$38,642.00 Grant Amount. As purchase exceeds Grant, expenses will be paid from forfeiture monies or general fund.

Exhibits Attached:

Florida Department of Law Enforcement Justice Assistance Grant Application for Funding Assistance including Budget Narrative; General Product Information; Problem Identification; Project Summary

File Attachments for Item:

10. Approval to utilize budgeted funds in the amount of \$15,309.00 to cover a change order for the new Light Rescue Fire Truck not previously approved by City Council.

MEETING DATE
02/07/2022

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Increase in cost for Fire Truck

DEPT / OFFICE: Fire Department

Originator: Audrey Sikes, City Clerk

City Manager Paul Dyal	Department Director Joshua Wehinger	Date 1/26/2022
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Recommended Action:

Utilize budgeted funds to cover a change order not previously approved by Council. These funds will be used to cover a change order on the new Light Rescue Fire Truck.

Summary Explanation & Background:

A purchase order was approved March 3, 2021 for the purchase of a Light Rescue Fire Truck in the amount of \$125,000.00 (see attached exhibit A). After the purchase order was approved, Chief Burnham felt the need to add a few necessary items to the truck. These items resulted in a change order. Chief Burnham realized he would have some money left over in the 2021 budget that he could use to cover this change order. Unforeseen circumstances did not allow him to approach Council to make the change. The 2022 budget reflected the costs of the change order in the amount of \$156,809.00

I am asking Council to approve the Change order in the amount of \$15,309 (see attached exhibit B) which is less than budgeted amount. This approval will allow us to take delivery of the new truck within the next 2-3 weeks.

Alternatives:

Source of Funds: The truck was budgeted in 2022 for \$156,809

Financial Impact: None

Exhibits Attached:

Exhibit A: PO for purchase of Light Rescue Fire Truck

Exhibit B: Change order

**City of Lake City
Procurement**
205 N Marion Avenue
Lake City, FL 32055
Phone (386) 719-5816 or 719-5818
Fax (386) 755-6112
procurement@lcfla.com

The following number must
appear on all related
correspondence, shipping
papers, and invoices:

**Ship To
City of Lake City**

200 NE Gum Swamp Rd
LAKE CITY, FL 32055

Reprint Purchase Order

No. 2021-00001594

03/05/21

Vendor 12293 CUSTOM TRUCK & BODY WORKS, INC.

Originator Dee Johnson

Contact

William Reidling
13787 White House Road
WOODBURY, GA 30293

Resolution Number

Freight Terms FOB DESTINATION

Tax Exempt # 85-8012621613C-9

Please visit <http://procurement.lcfla.com> for
standard terms and conditions.

Quantity	U/M	Part Number	Description	Unit Cost	Total Cost
1.0000	Each		Light Rescue Fire Truck -Per the Specifications in ITB-006-2021	\$125,381.0000	\$125,381.00

Total Due \$125,381.00

Special Instructions

Please see attached Specifications and Quote Per ITB-006-2021

Change Order Request Form



Customer Name:	City of Lake City, FL Fire Department	Per-Con Date:	May 13, 2021
Requested By:	William Reidling, Custom Works	Vehicle Type:	Rescue # 2242

INITIAL APPROVE OR NOT APPROVE FOR EACH ITEM

A= Add D= Delete C= Clarification

#	A/D/C	Description	Approve	Not Approve	Credit	Cost
1	Add	Fabricate recess area for light tower installation. (the recess area shall be over the L-1/R-1 compartments)				\$650.00
2	Add	Provide and install one (1) Will-Burt 12-volt DC Light Tower model # NS-2.3-300-WHL with PFH1 (same light tower as the Highway 58, Tn. rescues)				\$14,484.00
3	Add	Install Customer Supplied mobile radio. (radio will be shipped when the truck starts in production)				\$175.00
4	Add	Install Customer Supplied antenna whip. (whip will be shipped with mobile radio when the truck starts in production)				N/C
5	Add	Install Customer Supplied MDT bracket and docking station. (MDT mount and docking station will be shipped when the truck starts in production)				N/C
6	Add	Install Customer Supplied Cradle Point. (cradle point will be shipped when the truck starts in production)				N/C
7	Clarify	Gray Scorpion coating in the compartments is acceptable.				N/C
8	Clarify	Solid white reflective tape wiythin rub rails are acceptable.				N/C
9	Clarify	Red / Lime Diamond Grade Chevrons is acceptable.				N/C
10	Clarify	Pictures of existing units' graphics have been obtained.				N/C

Change Order Request Form

[illegible]

Total to Invoice: \$15,309.00 each unit

10 Items

No

Josh Wehinger, Fire Chief

APPROVAL:

Customer Signature:

Date:

Dealer Signature: N/A

Date: N/A

Manufacturer Signature:

Date:

Custom Truck and Body Works, Inc.
13787 White House Road. Woodbury, GA. 30293
Office: (706) 553-9178 / www.customtruckandbodyworks.com

File Attachments for Item:

11. Mr. Zack Paulk, Columbia County Quarterback Club President, uniforms and equipment sponsorship request.



Columbia County Quarterback Club
Columbiatigers.com
tigerprideads@yahoo.com
Post Office Box 147
LAKE CITY, FL 32056

Dear Club Member,

The Fighting Tigers are back, preparation for the 2022 Tiger football season is in full swing. We are very proud of our boys and their accomplishments. 2021 was a challenging year on and off the field. We had a Head Coaching change right before the season started along with several assistant coaches and our kids did a phenomenal job of adjusting to the new leadership and extending the season into the playoffs. Coach Jackson has really set the bar high this year for our players and they are responding in a positive way. Therefore, we are trying to implement new ideas and projects into the program to keep our players motivated and engaged. Therefore, we need help from our community partners to help us achieve these goals and objectives. The first project that we feel that will get the most excitement from our players is to implement new uniforms and helmets. We are trying to purchase 60 helmets that will help keep our kids safe and improve concussion protocols. These uniforms will be utilized in BIG games to give our kids a boost in morale and in some playoff games. We are expecting to have more than 100 kids this year playing football between Varsity and JV but when entering the playoffs, we are only allowed to dress out 60 on the roster. The estimated cost for the new outfits will be \$30k. We would like for someone in the community to become the Tiger Corporate Uniform Sponsor (payment options) for this initiative and receive all the accolades and incentives that will come with it. We also have the option to split the cost between various companies within the community.

It's the club's goal to provide the necessary tools, supplies, and funds it takes to support our young athletes.

Thank You again for your continued support of Tiger Football. GO TIGERS!!!

2022 Business Memberships

Tiger Corporate Uniform Sponsor: \$30,000.00

- Exclusive Scoreboard signage
- 2 customized football helmets (Purple and Gold) signed by coaching staff
- Includes a full-page advertisement in Football Program ad dimension 8.5 X 11 with .25 bleed
- Stadium Banner
- Advertising plug at home games over PA system (Game will be dedicated each time uniforms utilized)
- 10 Reserved season tickets (5 years)
- Marked and Reserved parking place (5 years)
- Advertising on our website columbiatigers.com

Purple & Gold Uniform Sponsor: \$5000.00

- Customized football helmet signed by coaching staff
- Includes a full-page advertisement in Football Program ad dimension 8.5 X 11 with .25 bleed
- Stadium Banner
- Advertising plug at home games over PA system
- 4 Reserved season tickets (2 years)

- Marked and Reserved parking place(2 years)
- Advertising on our website columbiatigers.com

Contact Kim Stephens tigerprideads@yahoo.com for further details.

All ads go to attention: Kim Stephens - tigerprideads@yahoo.com

ALL ADS MUST BE IN DIGITAL PRINT READY FORMAT OR THERE WILL BE A DESIGN CHARGE OF \$45

President- Zack Paulk Secretary- Beth Harris Treasurer-Kim Stephens

PRINT READY AD MUST BE IN BEFORE 07/01/2022 OR YOU WILL NOT BE IN THE FIRST EDITION PRINT

Corporate Sponsorship

Tiger Corporate Uniform Sponsor _____

Purple & Gold Sponsor _____

Business name _____

Contact name _____

Email _____

Phone number _____

Amount paid _____

Special instructions _____

File Attachments for Item:

14. City Council Ordinance No. 2021-2196 - (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, LDR21-05, by the City Council, providing for amending section 4.14.3, entitled permitted accessory uses and structures by revising regulations pertaining to the use of public rights-of-way for outdoor seating by restaurants and other businesses within the "C-CBD" Commercial, Central Business District; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 1/3/2022

ORDINANCE NO. 2021-2196

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 21-05, BY THE CITY COUNCIL; PROVIDING FOR AMENDING SECTION 4.14.3, ENTITLED PERMITTED ACCESSORY USES AND STRUCTURES BY REVISING REGULATIONS PERTAINING TO THE USE OF PUBLIC RIGHTS-OF-WAY FOR OUTDOOR SEATING BY RESTAURANTS AND OTHER BUSINESSES WITHIN THE "C-CBD" COMMERCIAL, CENTRAL BUSINESS 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 21-05, by the City Council, to amend the text of the Land Development Regulations, Section 4.14.3, entitled "C-CBD" Commercial, Central Business District, Permitted Accessory Uses and Structures, is hereby amended to read, as follows:

SECTION 4.14 "C-CBD" COMMERCIAL, CENTRAL BUSINESS DISTRICT

4.14.3 PERMITTED ACCESSORY USES AND STRUCTURES

1. Uses and structures which:
 - a. Are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures.
 - b. Are located on the same lot as the permitted or permissible use or structure, or on a contiguous lot in the same ownership.
 - c. Do not involve operations or structures not in keeping with the character of the district.
2. On-site signs (see also Section 4.2)
3. Restaurants may have seating outside which shall be included as seating for regulatory purposes; outside seating shall be included in State license from the Florida Department of Business and Professional Regulations; outside seating shall in no way impede ingress/egress for the business; access along sidewalk right-of-way shall not be less than ~~four (4)~~ **six (6)** feet at any time; **as required by Florida Accessibility Code for Building Construction and Americans with Disabilities Act**; seating shall in no way interfere with visibility at curb breaks. Outside seating requires application approval. Application requires a one (1) time fee **of seventy-five dollars and no cents (\$75.00)**; however, if revoked, it is revoked for the remainder of the calendar year. An applicant may reapply after January 1 and shall be subject to another fee.
 - ~~(a) Tables and chairs shall be brought inside when the sidewalk cafe is not in operation.~~
 - ~~(b)~~ **a) Tables, and chairs, and substantial barriers provided with sidewalk cafe restaurants or bars located on public rights-of-way shall be of quality, design, materials, size, elevation, and workmanship both to ensure the safety and convenience of users and to enhance the visual quality of the urban environment. Design, materials and colors shall be approved by the City Council based upon a recommendation by the Downtown Action Corporation Board of Directors Historical Preservation Board and the issuance of a Certificate of Appropriateness prior to the issuance of the sidewalk cafe outdoor seating on public right-of-way permit.**
 - ~~(c)~~ **b) Alcohol shall not be permitted on public property may be permitted on public rights-of-way with prior approval by the City Manager and proof that the Florida beer, wine and/or liquor license and the restaurant license includes this area and number of patrons located on public rights-of-way on their licenses and the area is separated from the rest of the public right-of-way by a substantial barrier. Alcohol may be consumed within this barricaded area and the establishment owner is responsible to ensure that no containers containing beverages are removed from this barricaded area. The restaurant or bar shall only serve beverages in the outdoor seating area in plastic containers with a maximum of sixteen (16) ounces in size. Each plastic container shall be imprinted with the restaurant or bar logo or name.**
 - (c) Barriers are defined as any method of separating the seating area from the remainder of the public right-of-way as approved by the City Manager and the Growth Management Director.**

- ~~(e-d)~~ On-site, outside seating shall have distinguishable barriers from other uses and provide required egress functions **and shall be approved by the City Manager and the Growth Management Director.**
- ~~(f e)~~ **The City Manager may close the use of public rights-of-way during City sponsored events.**
- ~~(g-f)~~ **Tables and chairs located on the public rights-of-way without barriers shall be available for the general public to utilize and not exclusively for patrons of the restaurant or bar when not enclosed by an approved barrier.**
- ~~(h g)~~ **Restaurants and bars placing tables and chairs on public rights-of-way shall provide a minimum of three million dollars and no cents (\$3,000,000.00) liability insurance policy issued by a Florida licensed insurance company with the City listed as an additional insured.**
4. Other businesses may have a maximum of two (2) one (1) seat chairs displayed outside for seating purposes based on the width of the storefront. One (1) chair is allowed per fifteen (15) feet of storefront. Chairs shall in no way impede ingress/egress for the business; access along sidewalk right-of-way shall not be less than ~~four (4)~~**six (6)** feet at any time; seating shall in no way interfere with visibility at curb breaks. If two (2) chairs are allowed, one (1), two (2) seat bench may be substituted. Outside seating requires application approval. Application requires a one (1) time fee **of twenty-five dollars and no cents (\$25.00)**; however if revoked, it is revoked for the remainder of the calendar year. An applicant may reapply after January 1 and shall be subject to another fee.
- (a) Chairs shall be brought inside when business is not in operation.
- (b) The City Manager, at his/her discretion, may close the use of public rights-of-way during City sponsored events.**
- ~~(h c)~~ Chairs shall be of quality, design, materials, size, elevation and workmanship both to ensure the safety of users and to enhance the visual quality of the urban environment. Design, materials and colors shall be approved by the ~~City Council~~**based upon a recommendation by the Downtown Action Corporation Board of Directors-Historical Preservation Board and the issuance of a Certificate of Appropriateness** prior to the issuance of the **outdoor seating on public right-of-way** permit.
- (d) Tables and chairs located on public rights-of-way shall be available for general public to utilize and not exclusively for patrons of the business.**
- (e) Businesses placing tables and chairs on public rights-of-way shall provide a minimum three million dollars and no cents (\$3,000,000.00) liability insurance policy issued by a Florida licensed insurance company with the City listed as an additional insured.**
5. On-site, outside sales and displays may be allowed in accordance with the following: On Marion Avenue one (1) display not to exceed twelve (12) square feet (ie: two (2) foot x six (6) foot table, display shelf or mannequin), not to exceed six (6) feet tall. On all other streets within the Commercial, Central Business District (C-CBD), on-site outside sales and display areas shall be limited to twenty-five percent (25%) of the lineal footage of the building front, from the building to the street right-of-way. For buildings on a corner lot, both street frontages may be considered if there is privately owned property between the building frontage and the street right-of-way. If the building abuts the street right-of-way, it cannot be considered for allowable display area.

- (a) On-site display areas shall not detract from required off-street parking nor shall they impede access along a sidewalk.
 - (b) Any and all outdoor displays shall not contain offensive language or gestures, shall not expose breasts, buttocks or genitals of mannequins.
 - (c) All displays of merchandise shall not be located in a manner that prevents free ingress or egress from any door, window or fire escape.
 - (d) All display racks shall be maintained in good condition, shall be capable of supporting merchandise placed upon such display rack, and shall be stable and not easily tipped over. Display racks shall not include sharp edges, protrusions or other features which may be hazardous to the public.
 - (e) All merchandise and the fixtures or devices on which the merchandise is displayed shall be moved inside the building or structure wherein the business is located during hours the business is not operated and during inclement weather, including, but not limited to, heavy rain or wind.
 - (f) At no time shall displays of merchandise, for sale or not for sale, be placed on the street right-of-way unless in conjunction with a City Council approved event in which streets are closed.
 - (g) On-site shall mean on the business premises as established by deed or lease agreement.
6. Flower planters by doorways are acceptable. Additional hanging plants or additional pots shall not be placed so as to cause the width of the sidewalk to be reduced below four (4) feet in width, nor shall they be erected or maintained in a manner that prevents free ingress or egress from any door, window, or fire escape, nor shall they interfere with visibility at intersections. The bottom of any hanging plant shall be at least eight (8) feet above the sidewalk and the top of container shall not extend above the level of the sills of the second-floor windows. Exceptions may be approved by the Land Development Regulation Administrator if the planters are not in the normal path of foot traffic. All flower planters shall be maintained in good repair and dead plants or flowers shall be removed promptly by the owner of the planter.

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. Codifier. All text shown in ~~bold and strike through~~ is to be deleted. All text shown in **bold and underline** is adopted.

Section 5. Effective Date. This ordinance shall become effective upon adoption.

Section 6. 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 3rd day of January 2022.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 7th day of February 2022.

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

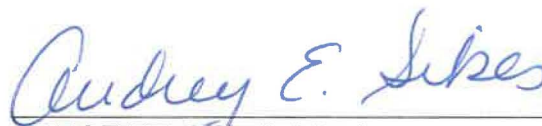
Ordinance Number: 2021-2196
Passed on first reading on January 3, 2022

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/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:

16. Discussion and Possible Action - Planning and Zoning Board (Mayor Stephen Witt)

Application received on 1-26-2022 via email from James Carter.

**CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION**

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

<u>James Carter</u>		<u>D</u>
First Name	Last Name	Middle Initial
<u>362 SW Tularosa LN</u>		
Home Address		
<u>Lake City</u>	<u>FL</u>	<u>32025</u>
City	State	Zip
<u>386-867-4207</u>	<u>Spencer</u>	<u>stronglikeJames@gmail.com</u>
Phone Number	Cell#	Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee _____
 Community Redevelopment Advisory Committee _____
 Utility Advisory Committee _____
 Planning and Zoning Board ☒ _____
 Board of Trustees – Municipal Firefighters Pension Trust Fund _____
 Board of Trustees – General City Employees Retirement Plan _____
 Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____
 Charter Review _____
 Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

Having served on the Chamber Board, The Lake City
Times Board, and current President of the Lake City Honor
Club I have always served my community with energy and
pride. I believe I be a great choice for this year.
I look forward to having a positive impact on the growth of my city.

While not required, please feel free to attach a resume to this application.

File Attachments for Item:

18. Discussion and Possible Action - City Manager Position

Sikes, Audrey

From: Thomas Thomas <thomasedwinthomas@yahoo.com>
Sent: Wednesday, February 2, 2022 12:42 PM
To: Fred Koberlein
Cc: S. Renee Narloch; Sikes, Audrey; Dyal, Paul
Subject: Re: City Manager Position - Term Sheet

Fred,

- Employment Date: SAME
- Base Salary: \$140,000 annual salary
- Relocation Expenses: The City will pay for a one-way airline ticket or car rental for your travel to Lake City to begin employment.
- Employment Benefits: SAME
- Additional Benefits: SAME
- Performance Evaluation: SAME
- Residency: SAME

Please email me dates and times we can talk on the phone.

Thomas Thomas

On Monday, January 31, 2022, 01:07:30 PM CST, Fred Koberlein <fred@klolaw.com> wrote:

Good afternoon,

This correspondence is intended as a follow-up to my correspondence sent on Saturday (Jan. 29th) as well as a summarization of the city council's most recent responses. You can hear the reasoning as well as the formal motion of the City Council through the City's YouTube channel, which is available at: <https://youtu.be/yFtE7zGijss>. The city council, in a unanimous vote, responded with the following:

- Employment Date: Mar. 1st, 2022
- Base Salary: \$130,000 annual salary
- Relocation Expenses:
 - You would provide three (3) bids by the first day of employment, and the City would pay the amount of the lowest bid; and
 - The City could pay for a one-way airline ticket for your travel to Lake City to begin employment.
- Employment Benefits: All standard benefits accrue and are available on the first day of employment (plus, see "Additional Benefits")
- Additional Benefits:
 - In addition to the standard employment benefits, two (2) weeks of annual leave that is accrued and available on the first day of employment; and
 - The City will pay for and provide a life insurance policy with a payout equal to the annual salary.

- **Performance Evaluation:** An annual performance evaluation based on goals previously established during a public meeting.
- **Residency:** You will strive to find a residence within the municipal limits. You would be permitted to reside within the Columbia county should a residence within the municipal limits be unavailable.

The city council has asked that you respond by Wednesday, Feb. 2nd, 2022. Additionally, the city council has asked that you attend a virtual meeting through Zoom at 6:00 PM on Monday, Feb. 7th, 2022, to discuss your response and potentially finalize the terms and conditions of an employment agreement. Once you have had an opportunity to review this correspondence and the recording of the meeting then please call me to discuss the formatting of an employment agreement.

Best wishes,

Fred

Fred Koberlein, Jr.

[Board Certified Attorney - City, County & Local Government](#)



☎ 386.269.9802 Lake City, FL

☎ 386.516.2626 Live Oak, FL

☎ 352.519.4357 Gainesville, FL 🏠 888.908.8699



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From: Thomas Thomas <thomasedwinthomas@yahoo.com>

Sent: Wednesday, January 26, 2022 2:02 PM

To: Fred Koberlein <Fred@klolaw.com>

Cc: S. Renee Narloch <reene@srnsearch.com>; sikesa <sikesa@lcfla.com>; Dyal, Paul (Other) <dyalp@lcfla.com>

Subject: Re: City Manager Position - Term Sheet

Mr. Koberlein,

My initial responses to the terms of employment:

Employment Date: On or before March 31, 2022

Base Salary: \$140,000 annually

Relocation Expenses: Get 3 bids and go with lowest bid

Reimbursed one way airline ticket to begin work until family relocates

Employment Benefits: Benefits all begin on the first day of employment

Additional Benefits: Two weeks annual leave up front. Life insurance equal to annual salary

Performance Evaluation: Annual evaluation based on goals set during 2 day retreat with consultant

Thomas Thomas

On Sunday, January 23, 2022, 06:32:04 PM CST, Fred Koberlein <fred@klolaw.com> wrote:

Mr. Thomas,

Thank you, again, for your time this afternoon for our phone call, as well as your time late last week with Renee Narloch. Attached, you should find the written correspondence containing the conceptual terms of employment that I referenced during our conversation. Out of an abundance of caution for Florida's Sunshine laws, I will e-mail the attachment to the city councilmembers separately.

Tomorrow evening I will advise the city council that you have made contact with Renee and me. Additionally, I will advise the city council that you intend to provide your response to the conceptual terms by 5:00 PM (EST) this Wednesday (1/26/2022). I will encourage the city council to be ready to provide a prompt response to you.

Last, and as a reminder, please do not hesitate to call me as needed.

Best wishes,

Fred

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)



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Sikes, Audrey

From: Thomas Thomas <thomasedwinthomas@yahoo.com>
Sent: Saturday, February 5, 2022 2:14 PM
To: S. Renee Narloch
Cc: Fred Koberlein; Sikes, Audrey; Dyal, Paul
Subject: City Manager position

Renee,

I would like to officially remove myself as a candidate for City Manager of Lake City, FL. Please thank the Mayor and Council for considering me for this opportunity.

Sincerely,

Thomas Thomas

Sikes, Audrey

From: S. Renee Narloch <reneen@srnsearch.com>
Sent: Sunday, February 6, 2022 2:07 PM
To: Witt, Stephen; Jefferson, Eugene; Sampson, Todd; Hill, Jake
Cc: Fred Koberlein; Sikes, Audrey
Subject: T Thomas - Withdrawal

Note: If you wish to respond, please send only to me and do not "Reply to All."

Mayor Witt and Councilmembers:

As you are aware, Mr. Thomas Thomas has officially withdrawn from the City Manager search process. He has accepted a position with another agency.

Feel free to give me a call at your convenience if you have questions. I will be following-up with you to discuss next steps.

Regards,
Renée

S. Renée Narloch & Associates
www.srnsearch.com

File Attachments for Item:

19. City Council Ordinance No. 2022-2215 (first 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 21-08, by the property owner of said acreage; providing for rezoning from Commercial Intensive (CI) to Commercial, Highway Interchange (CHI) 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.

Adopt City Council Ordinance No. 2022-2215 on first reading

ORDINANCE NO. 2022-2215

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 21-08, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COMMERCIAL, INTENSIVE (CI) TO COMMERCIAL, HIGHWAY INTERCHANGE (CHI) 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 21-08, by Richard C. Cole and Daniel Crapps, 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, INTENSIVE (CI) to COMMERCIAL, HIGHWAY INTERCHANGE (CHI) on property described, as follows:

A parcel of land lying within Section 2, Township 4 South, Range 16 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of Lot 11, Florida Gateway Center South Subdivision, Unit 1, as recorded in the Public Records of Columbia County, Florida; thence South 00°04'49" East 120.08 feet; thence South 21°07'01" East 267.04 feet; thence South 26°36'28" East 233.93 feet to the Point of Beginning; thence North 66°05'30" East 749.69 feet to the Westerly right-of-way line of Southwest Florida Gateway Drive; thence South 24°52'40" East 136.78 feet, along the Westerly right-of-way line of said Southwest Florida Gateway Drive; thence North 79°16'53" West 12.67 feet; thence South 24°52'40" East 55.15 feet; thence South 02°05'43" East 105.42 feet; thence South 11°40'32" East 50.60 feet; thence South 54°51'25" West 315.50 feet; thence South 57°25'54" West 159.43 feet; thence South 44°10'37" West 30.71 feet; thence South 29°13'34" West 117.44 feet; thence South 24°03'04" West 76.67 feet; thence South 31°59'12" West 69.69 feet; thence South 82°06'53" West 230.24 feet; thence North 00°02'31" West 575.50 feet to the Point of Beginning.

Containing 8.50 acres, 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 February 2022.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2022.

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

File Attachments for Item:

20. City Council Resolution No. 2022-009 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an application to the Florida Department of Transportation; providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$40,000.00 for Strategic Traffic Enforcement Program including speeding and aggressive driving; and providing for an effective date.

Meeting Date
2-7-22

City of Lake City *Report to Council*

AGENDA	
Section	
Item No.	

SUBJECT: Application for Highway Traffic Safety Funds FY22

Project #SC-2022-00189

DEPT. / OFFICE: Lake City Police Department

Originator: Interim Police Chief Gerald Butler		
City Manager Paul Dyal-Interim City Manager	Department Director Interim Police Chief Gerald Butler 	Date 1-25-22
Recommended Action: Approve request for the Police Department to apply for a pre-approved Grant from the Florida Department of Transportation Subgrant for Highway Traffic Safety Funds in the amount of \$40,000.00 for Strategic Traffic Enforcement Program (STEP)- Speed and Aggressive Driving, and then accept and spend those funds.		
Summary Explanation & Background: Grant will be used to fund overtime for officers doing enforcement of speeding and aggressive driving. Approximate Cost Breakdown: Overtime Salary and Benefits \$30,000.00 New Speed Measurement Devices: \$10,000.00 TOTAL GRANT AMOUNT: \$40,000.00		
Alternatives:		
Source of Funds: Grant		
Financial Impact: None-covered by Grant Grant amount \$40,000.00		
Exhibits Attached: Florida Department of Transportation Subgrant for Highway Safety Funds, including Narrative.		

CITY COUNCIL RESOLUTION NO. 2022-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR THE ACCEPTANCE OF A PRE-APPROVED GRANT OF HIGHWAY TRAFFIC SAFETY FUNDS IN THE AMOUNT OF \$40,000.00 FOR STRATEGIC TRAFFIC ENFORCEMENT PROGRAM INCLUDING SPEEDING AND AGGRESSIVE DRIVING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) currently serves a large population of transient drivers as traffic enters the City via several large traffic corridors; and

WHEREAS, the Florida Department of Transportation (hereinafter the “FDOT”) funds a subgrant that will allow the City to better provide for the safety of not only those visitors driving through the community, but also those who live and work in the City and must share the roadways with the higher traffic levels; and

WHEREAS, the City of Lake City Police Department (hereinafter “LCPD”) has determined a need to fund overtime for officers doing enforcement of speeding and aggressive driving; and

WHEREAS, the City is pre-approved towards the FDOT subgrant and the LCPD recommends application of the FDOT subgrant; and

WHEREAS, the City Council finds it necessary to submit an application for the pre-approved; and

WHEREAS, the City Council finds it necessary to submit an application for the pre-approved Subgrant for Highway Traffic Safety Funds (hereinafter the “Subgrant”) through the FDOT to facilitate the countermeasures necessary; and

WHEREAS, the City Council finds that it is in the best interests of the City and its citizens to authorize the execution of an application for the Subgrant.

**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 directs the Mayor and the city administration to sign all necessary certifications of the Subgrant for Highway Traffic Safety Funds.

Section 3. The City Council directs the Mayor and the city administration to execute and submit the Subgrant for Highway Traffic Safety Funds application to the Florida Department of Transportation for state approval.

Section 4. The City Council authorizes the Mayor or the city administration to submit additional information in a timely manner as may be required by the Florida Department of Transportation application, award agreement, or other State or Federal request related to said application and award agreement.

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

File Attachments for Item:

21. City Council Resolution No. 2022-010 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an application to the Florida Department of Transportation; providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$30,000.00 for a Strategic Traffic Enforcement Program including impaired driving; and providing for an effective date.

Meeting Date
2-7-22

City of Lake City


Report to Council

AGENDA	
Section	
Item No.	

SUBJECT: Application for Highway Traffic Safety Funds FY22

Project #M5HVE-2022-00201

DEPT. / OFFICE: Lake City Police Department

Originator: Interim Police Chief Gerald Butler		
City Manager Paul Dyal-Interim City Manager	Department Director Interim Police Chief Gerald Butler 	Date 1-27-22
Recommended Action: Approve request for the Police Department to apply for a pre-approved Grant from the Florida Department of Transportation Subgrant for Highway Traffic Safety Funds in the amount of \$30,000.00 for Strategic Traffic Enforcement Program (STEP)- Impaired Driving, and then accept and spend those funds.		
Summary Explanation & Background: Grant will be used to fund overtime for officers doing enforcement of speeding and aggressive driving. Approximate Cost Breakdown: Overtime Salary and Benefits \$30,000.00 TOTAL GRANT AMOUNT: \$30,000.00		
Alternatives:		
Source of Funds: Grant		
Financial Impact: None-covered by Grant Grant amount \$30,000.00		
Exhibits Attached: Florida Department of Transportation Subgrant for Highway Safety Funds, including Narrative.		

CITY COUNCIL RESOLUTION NO. 2022-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR THE ACCEPTANCE OF A PRE-APPROVED GRANT OF HIGHWAY TRAFFIC SAFETY FUNDS IN THE AMOUNT OF \$30,000.00 FOR A STRATEGIC TRAFFIC ENFORCEMENT PROGRAM INCLUDING IMPAIRED DRIVING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) currently serves a large population of transient drivers as traffic enters the City via several large traffic corridors; and

WHEREAS, the Florida Department of Transportation (hereinafter the “FDOT”) funds a subgrant that will allow the City to better provide for the safety of not only those visitors driving through the community, but also those who live and work in the City and must share the roadways with the higher traffic levels; and

WHEREAS, the City of Lake City Police Department (hereinafter “LCPD”) has determined a need to fund overtime for officers doing enforcement of impaired driving; and

WHEREAS, the City is pre-approved towards the FDOT subgrant and the LCPD recommends application of the FDOT subgrant; and

WHEREAS, the City Council finds it necessary to submit an application for the pre-approved Subgrant for Highway Traffic Safety Funds (hereinafter the “Subgrant”) through the FDOT to facilitate the countermeasures necessary; and

WHEREAS, the City Council finds that it is in the best interests of the City and its citizens to authorize the execution of an application for the Subgrant.

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 directs the Mayor and city administration to sign all necessary certifications of the Subgrant for Highway Traffic Safety Funds.

Section 3. The City Council directs the Mayor or the City Manager and the Chief of Police to execute and submit the Subgrant for Highway Traffic Safety Funds application to the Florida Department of Transportation for state approval.

Section 4. The City Council authorizes the Mayor or the city administration to submit additional information in a timely manner as may be required by the Florida Department of Transportation application, award agreement, or other State or Federal request related to said application and award agreement.

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

File Attachments for Item:

22. City Council Resolution No. 2022-011 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Design Build Amendment to the contract with Oelrich Construction, Inc; providing for the design and construction of a second fire station; providing for a contractual guaranteed maximum price of \$2,747,429.00, and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2022-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE DESIGN-BUILD AMENDMENT TO THE CONTRACT WITH OELRICH CONSTRUCTION, INC.; PROVIDING FOR THE DESIGN AND CONSTRUCTION OF A SECOND FIRE STATION; PROVIDING FOR A CONTRACTUAL GUARANTEED MAXIMUM PRICE OF \$2,747,429.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 19, 2021, the City of Lake City, Florida (hereinafter the “City”) and Oelrich Construction, Inc. (hereinafter “Oelrich”) entered into an agreement for the design and construction of a fire station (No. 2) (hereinafter the “Agreement”) pursuant to City Council Resolution No. 2021-111; and

WHEREAS, the Agreement required Oelrich to present a design and anticipated construction costs of the fire station as an amendment to the Agreement; and

WHEREAS, Oelrich has presented a design to the City administration that includes anticipated construction costs a copy of which is attached hereto and titled *AIA Document A141 – 2014 Exhibit A Design-Build Amendment* (hereinafter the “Amendment”); and

WHEREAS, the City administration has advised the City Council of the need for permitting and easements from third-parties prior to initiating the construction of the fire station; and

WHEREAS, the City Council finds that it is in the City’s best interest to approve the Amendment for the design and construction of the fire station contingent upon the approval of any and all permits required by federal, state, and local government agencies as well as the receipt of any easements related to the construction and operation of the fire station.

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

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

Section 2. The City Council hereby authorizes the Mayor to execute the attached Amendment after the City administration confirms that all necessary permits required by federal, state, or local government agencies have been approved and any easements related to the construction and operation of the fire station have been received.

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

PASSED AND ADOPTED at a meeting of the City Council this____day
of February 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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



AIA[®] Document A141[™] – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141[™]–2014, Standard Form of Agreement Between Owner and Design-Builder dated the nineteenth day of July in the year two thousand twenty-one (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

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

THE OWNER:

(Name, legal status and address)

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

THE DESIGN-BUILDER:

(Name, legal status and address)

Oelrich Construction, Inc.
275 NW 137th Drive, Suite A
Jonesville, FL 32669

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

A.1 CONTRACT SUM

A.2 CONTRACT TIME

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

[x] Stipulated Sum, in accordance with Section A.1.2 below

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

[] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

[] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be two million, seven hundred forty-seven thousand and four hundred twenty-nine dollars, zero cents (\$ 2,747,429.00), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

Alternatives 2 (Site work), 3 (Site Concrete) and 4 (Landscaping)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 30th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 30th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a

Init.

detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

In accordance with the Local Government Prompt Payment Act.

(Paragraphs deleted)

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met,

Init.

the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than two hundred seventy (270) days from the date of this

(Paragraphs deleted)

Amendment subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Paragraphs deleted)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
GMP Proposal	Revision 1	12/22/21	25
Project Schedule	LCFS2 – Precon Schedule	1/11/22	2

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
Refer to attached Table of Contents	Project Specifications	11/16/2021	580

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Number	Title	Date
Refer to attached Cover Sheet for drawing list	Construction Drawings	11/16/21 (69 pages)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.3.1.6 Design-Builder's assumptions and clarifications:

Refer to GMP Proposal Revision 1

(Paragraphs deleted)

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

Init.

.1 Superintendent

Oelrich Proposal dated December 22, 2021, refer to Exhibit E.

.2 Project Manager

Oelrich Proposal dated December 22, 2021, refer to Exhibit E.

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

OWNER *(Signature)*

Mayor

(Printed name and title)

Attest

City Clerk

City Attorney

DESIGN-BUILDER *(Signature)*

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A141™ – 2014 Exhibit A

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:50:25 ET on 01/25/2022.

PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the nineteenth day of July in the year two thousand twenty-one (the "Agreement")

...

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

...

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

...

Oelrich Construction, Inc.
275 NW 137th Drive, Suite A
Jonesville, FL 32669

...

A.5 ~~COST OF THE WORK~~

...

[x] Stipulated Sum, in accordance with Section A.1.2 below

PAGE 2

§ A.1.2.1 The Stipulated Sum shall be two million, seven hundred forty-seven thousand and four hundred twenty-nine dollars, zero cents (\$ 2,747,429.00), subject to authorized adjustments as provided in the Design-Build Documents.

...

Alternatives 2 (Site work), 3 (Site Concrete) and 4 (Landscaping)

§ ~~A.1.2.3~~ Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
§ A.1.3 Cost of the Work Plus Design-Builder's Fee		
§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.		
§ A.1.3.2 The Design-Builder's Fee: <i>(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)</i>		

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed (\$—), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:		

...

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 30th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 30th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Owner receives the Application for Payment.

PAGE 3

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);

...

In accordance with the Local Government Prompt Payment Act.

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 ~~Take the Cost of the Work as described in Article A.5 of this Amendment;~~
- .2 ~~Add the Design-Builder's Fee, less retainage of —percent (—%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- .3 ~~Subtract retainage of —percent (—%) from that portion of the Work that the Design-Builder self-performs;~~
- .4 ~~Subtract the aggregate of previous payments made by the Owner;~~
- .5 ~~Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- .6 ~~Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.~~

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the

period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- ~~.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.~~
- ~~.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;~~
- ~~.3 Add the Design-Builder's Fee, less retainage of — percent (— %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~.4 Subtract retainage of — percent (— %) from that portion of the Work that the Design-Builder self-performs;~~
- ~~.5 Subtract the aggregate of previous payments made by the Owner;~~
- ~~.6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.~~

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

PAGE 4

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than two hundred seventy (270) days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

~~—~~ Amendment subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

...

GMP Proposal

Revision 1

12/22/21

25

Project Schedule LCFS2 – Precon Schedule 1/11/22 2

...

Refer to attached Table of Contents Project Specifications 11/16/2021 580

...

Refer to attached Cover Sheet for drawing list Construction Drawings 11/16/21 (69 pages)

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 — Allowances

.2 — Contingencies

Refer to GMP Proposal Revision 1

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

Oelrich Proposal dated December 22, 2021, refer to Exhibit E.

...

Oelrich Proposal dated December 22, 2021, refer to Exhibit E.

~~3~~ — Others

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

OWNER (Signature)

Mayor

(Printed name and title)

Attest

City Clerk

City Attorney

OWNER (Signature)

(Printed name and title)

DESIGN-BUILDER (Signature)

(Printed name and title)

DESIGN-BUILDER (Signature)

(Printed name and title)

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

ARTICLE A.5 — COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included

Status (full-time/part-time) Rate (\$0.00)

Rate (unit of time)

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from

the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- ~~.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;~~
- ~~.2 Expenses of the Design-Builder's principal office and offices other than the site office;~~
- ~~.3 Overhead and general expenses, except as may be expressly included in Section A.5.1;~~
- ~~.4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;~~
- ~~.5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;~~
- ~~.6 Any cost not specifically and expressly described in Section A.5.1; and~~
- ~~.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.~~

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design-Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase

orders, vouchers, memoranda and other data relating to the Contract. The Design Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:50:25 ET on 01/25/2022 under Order No. 7433320074 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014 Exhibit A, Design-Build Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



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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4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
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A	DESIGN-BUILD AMENDMENT
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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:

Init.

/

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User Notes:

(1951159620)

(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 Dollars

§ 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

Init.

§ 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.)

Init.

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),

Init.

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 attached Design Build Proposal dated 6/28/2021.

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

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

See attached Design Build Proposal Dated 6/28/2021.

Individual or Position

Rate

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

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

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

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

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

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

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

%

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

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

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

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

§ 3.1 General

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

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

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

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

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

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

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

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

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

§ 3.1.8 Progress Reports

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

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

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

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

§ 3.1.9 Design-Builder's Schedules

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

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

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

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

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for 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.

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.

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

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

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

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

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

§ 7.8 Owner's Right to Stop Work

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

§ 7.9 Owner's Right to Carry Out the Work

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

ARTICLE 8 TIME

§ 8.1 Progress and Completion

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

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

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

§ 8.2 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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.

- § 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,

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

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

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

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

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

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

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

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

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

§ 13.2.1 Termination by the Design-Builder

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

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

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

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

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

§ 13.2.2 Termination by the Owner For Cause

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

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

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

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

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

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

§ 13.2.3 Suspension by the Owner for Convenience

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

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

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

§ 13.2.4 Termination by the Owner for Convenience

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

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

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

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

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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.

§ 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 persons shall be at the Owner's expense.

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

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

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

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

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

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

§ 14.3 Mediation

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

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

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

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

§ 14.4 Arbitration

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

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

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

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

§ 14.4.4 Consolidation or Joinder

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

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

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

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

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

§ 15.2 Successors and Assigns

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

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

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

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

§ 15.3 Written Notice

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

§ 15.4 Rights and Remedies

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

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

§ 15.5 Tests and Inspections

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

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

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

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

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

§ 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
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds

.6 Other:

Oelrich Construction Lake City Fire Station #2 Design Build Proposal dated June 28, 2021.

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

OWNER (Signature)

Mayor

DESIGN-BUILDER (Signature)

Ivan Oelrich, President

Init.

(Printed name and title)

(Printed name and title)

Attest

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 15:13:39 ET on 07/16/2021.

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 Dollars

...

Completed

...

Completed

.3 ~~Phased 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 attached Design Build Proposal dated 6/28/2021.

PAGE 7

See attached Design Build Proposal Dated 6/28/2021.

PAGE 34

- ~~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 28, 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 15:13:39 ET on 07/16/2021 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)

DRAFT AIA® Document A141™ - 2014

Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the « » day of « » in the year « » (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

« »
« »

THE OWNER:
(Name, legal status and address)

« »
« »

THE DESIGN-BUILDER:
(Name, legal status and address)

« »
« »

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

[« »] Stipulated Sum, in accordance with Section A.1.2 below

[« »] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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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[« »] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be « » (\$ « »), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

« »

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

« »

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

« »

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed « » (\$ « »), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

« »

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

« »

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

« »

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the « » day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the « » day of the « » month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or

to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent (« » %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

« »

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Article A.5 of this Amendment;
- .2 Add the Design-Builder's Fee, less retainage of « » percent (« » %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;

- .3 Subtract retainage of « » percent (« » %) from that portion of the Work that the Design-Builder self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of « » percent (« » %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of « » percent (« » %) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than « » (« ») days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

« »

Section

Title

Date

Pages

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

« »

Number

Title

Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures;

implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

<< >>

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

<< >>

.2 Contingencies

<< >>

§ A.3.1.6 Design-Builder's assumptions and clarifications:

<< >>

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

<< >>

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

<< >>

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

<< >>

.2 Project Manager

<< >>

.3 Others

<< >>

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

<< >>

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or

failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term “related party” includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard

to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

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

OWNER (Signature)

« »« »

(Printed name and title)

DESIGN-BUILDER (Signature)

« »« »

(Printed name and title)

DRAFT AIA® Document A141™ – 2014

Exhibit B

Insurance and Bonds

for the following PROJECT:
(Name and location or address)

<< >>
<< >>

THE OWNER:
(Name, legal status and address)

<< >>< >>
<< >>

THE DESIGN-BUILDER:
(Name, legal status and address)

<< >>< >>
<< >>

THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the << >> day of << >> in the year << >>.

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- B.1 GENERAL
- B.2 DESIGN BUILDER'S INSURANCE AND BONDS
- B.3 OWNER'S INSURANCE
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

<< >>

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.

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

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§ B.2.1.1 Commercial General Liability with policy limits of not less than « » (\$ « ») for each occurrence and « » (\$ « ») in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ B.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ B.2.1.4 Workers' Compensation at statutory limits.

§ B.2.1.5 Employers' Liability with policy limits as provided below:

« »

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.2.1.8 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.2.1.9 Additional Insured Obligations. The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ B.2.1.10 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.2 Performance Bond and Payment Bond

The Design-Builder shall provide surety bonds as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.3 OWNER'S INSURANCE

§ B.3.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ B.3.2 Property Insurance

§ B.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ B.3.2.1.1 The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ B.3.2.1.2 If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ B.3.2.1.3 The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ B.3.2.1.4 Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ B.3.2.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§ B.3.2.3 If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

§ B.3.2.4 **Loss of Use Insurance.** At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

§ B.3.2.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ B.3.2.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.3.2.7 **Waivers of Subrogation.** The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ B.3.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ B.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

<< >>



Lake City Fire Station #2

Design Build Services Proposal - Revision 1

June 28, 2021



June 28, 2021

Justin Vollenweider
Passero Associates LLC
City of Lake City
205 North Marion Avenue
Lake City, FL 32055

**Re: Lake City Fire Station #2
Design Build Services Proposal - Revision 1**

Mr. Vollenweider,

Oelrich Construction, Inc. is pleased to present this Design Build Services Proposal for the architectural and engineered design required to complete the Lake City Fire Station #2 Project as depicted in the bridging documents provided by Passero Associates dated April 1, 2021. This proposal is based on the time required for Oelrich Construction, Inc. and its design professionals to attend meetings, perform site investigations, constructability reviews, provide value engineering solutions, produce a project schedule with regular updates, document preparation, and deliverables to create a new 6,800 square foot fire station facility.

The Design Build Services Proposal for this project is:

One Hundred Fifty Thousand Dollars.....\$150,000.00

This Design Build Services Proposal is based on a project budget value of \$2,425,275, estimate of 12 weeks for design and 40 weeks for construction, and the attached Fee Proposal, Rate Chart, Value Engineering Options, Qualifications, and Schedule that are included as part of this Design Build Services Proposal.

Upon acceptance of this proposal, a contract will be issued using the AIA Document A141 – 2014 Standard Form of Agreement Between Owner and Design-Builder. We appreciate your review of this Design Services Proposal and look forward to speaking with you about it soon. Please feel free to contact me at any time if you have any questions.

Sincerely,

Matthew J Marino
Preconstruction Manager

275 NW 137th Drive
Suite A
Jonesville, Florida 32669
oelrichconstruction.com

352-745-7877

CGC1510579

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Lake City Fire Station #2

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Exhibit A – Fee Proposal, Rate Chart & Value Engineering Options

<u>Lake City Fire Station #2</u>		
Project Valuation:	\$	2,340,896
Program Area:		6,800
Cost/SQFT	\$	344.25

Oelrich - Preconstruction Fee:	\$	25,000.00
WA & MGE - Program Verification	\$	18,000.00
WA & MGE - 60% CDs (Deliverable)	\$	62,000.00
WA & MGE - 100% CDs (Deliverable)	\$	45,000.00
Pre-Con Total:	\$	150,000.00

<u>Oelrich Construction Rate Chart</u>		
Precon Manager	\$	100.00
Project Manager	\$	85.00
Superintendent	\$	75.00
Assistant PM	\$	55.00
Assistant Super	\$	55.00
Estimator	\$	45.00
Office/Field Engineer	\$	40.00

<u>Walker Architects Rate Chart</u>		
Principal	\$	195.00
Senior Project Manager	\$	160.00
Project Manager	\$	120.00
Senior Project Director	\$	135.00
Project Designer	\$	80.00
Design Specialist	\$	75.00
Project Coordinator	\$	65.00

<u>Mitchell Gulledge Engineering Rate Chart</u>		
Principal Engineer	\$	165.00
Registered Engineer (PE)	\$	140.00
Design Engineer	\$	125.00
Commissioning	\$	125.00
BIM Technician	\$	90.00
Admin	\$	70.00

Exhibit A – Fee Proposal, Rate Chart & Value Engineering Options

Summary of Value Engineering Options to Reduce Bid GMP			
Package	Description	Sub-Totals	Totals
VE-001	Insulated Concrete Form Package Insulated Concrete Form Walls with Synthetic Stone/Brick/EIFS on Monoslab in Lieu of CMU Walls,		(60,675)
VE-002	Reduce Casework Allowance to \$50,000		(25,841)
VE-003	Typical Acoustical Ceiling Tile system in Lieu of Curved Acoustical Clouds		(103,264)
VE-004	Equipment to be Purchased by Owner		
	Ice Cube Machine	4,500	
	Dishwasher	1,620	
	Refrigerator	2,500	
	Mini-Fridge	801	
	Microwave	270	
	Range	3,100	
	Drying Cabinet	5,500	
	Washing Machine	1,500	
	Dryer	1,500	
	Bunker Gear Storage	15,750	
	Coffee Maker	250	
			(37,291)
VE-005	Owner Provided Sitework Package		
	Survey, Layout & Testing	-	
	Erosion Control	-	
	Clearing & Demolition	34,300	
	Earthwork & Building Pad	21,688	
	Asphalt Pavement, Markings & Signage	130,157	
	Concrete Pavement & Sidewalks	52,067	
	Sanitary Sewer	23,902	
	Potable Water	23,724	
	Storm Sewer	24,207	
			(310,045)
VE-006	Owner Provided Landscaping & Irrigation		(20,364)
I&P	Reduced Insurance & Permit Fees as a Function of VE Taken		(15,936)
Total			(573,416)
Original			2,998,691
Total			2,425,275

Exhibit B – Qualifications

This Design Build Services Proposal the architectural and engineered design required to complete the Lake City Fire Station #2 Project.

This Design Build Services Proposal is based on the bridging documents provided by Passero Associates dated April 1, 2021, and the qualifications below.

Division 00- Design Scope of Services

- Oelrich Construction Inc. shall provide design build services with Walker Architects (WA) for architecture, structural and civil services, and Mitchell Gullledge Engineers, Inc. (MGE) for mechanical, electrical, plumbing & fire protection engineering services.
- The estimated design & pre-construction duration will be twelve (12) weeks.
- Includes detailed deliverables at each design iteration as scheduled below.
- Includes overall project schedule/phasing plan & project schedule updates as the design progresses.
- Organize and manage meetings required to complete design development work as scheduled below.
- Conduct project site assessments to identify constructability issues and/or existing site conflicts.
- Produce professional documents for review throughout the preconstruction process.
- Present a Guaranteed Maximum Price deliverable with a detailed cost breakdown, qualifications, and project schedule at the close of the preconstruction process.
- **Arch/MEP Design Task 1a – Program Verification – 2 weeks**
 - Project Administration: WA assumes MGE to organize and distribute project related correspondence, meeting minutes, and progress reports (for all phases of design).
 - WA to work with MGE to prepare/confirm Planning and Design schedule, based on project milestones.
 - WA to participate Concept/Program Verification meeting(s) with MGE and the Owner, for the purposes of developing and verifying programmatic requirements:
 - Verify and/or receive direction on the following:
 - Overall intention of the build-out.
 - Space types and classifications, space counts, and staff counts.
 - Preferred personnel and material flows / adjacencies.
 - Storage needs (incoming materials, consumables, cleaning, outgoing material, final product, etc.)
 - Waste needs
 - Utility/infrastructure needs
 - Verify equipment requirements
 - Confirm interior design direction and/or standards.
 - Obtain preferences on materials and finishes.

Exhibit B – Qualifications

- **Arch/MEP Design Task 2a – 60% Construction Documents – 6 weeks + 1 week Owner Review**
 - After completion of the Program Verification Phase and Client sign-off, WA will prepare and distribute a 60% Construction Documents package to the Owner and Client for review, comment, and pricing. Deliverables (components) include plans, details, and specifications needed to detail the scope of work.
 - Meeting Attendance:
 - Two (2) interim design meetings to confirm direction with the Owner and Client.
 - One (1) Review (Page Turn) Meeting with the Owner and the Client.
 - WA to conduct a Quality Control and Quality Assurance Review Meeting with Client to review design compliance and approvals.
 - Civil Engineering Permitting:
 - Prepare, submit, and administer the City of Lake City site and utility plan approval.
 - Coordinate with Architect, MEP, and lighting for permitting.
 - Prepare, submit, and administer the SRWMD ERP Minor Modification application.
 - Prepare, submit, and administer the FDEP NOI.
 - Provide the client with the Construction Document and permits for construction.
 - Landscape and Irrigation Design:
 - Develop a “code-minimum” landscape design and prepare an Initial Code Compliant Landscape Plan for City Site Plan Approval. The landscape plan shall comply with the City of Lake City’s Land Development Regulations and will address adjacent property buffer requirements, site tree requirements, building façade planting requirements, parking area landscape requirements, and tree mitigation requirements, if necessary.
 - Develop a “code-minimum” irrigation design and prepare an Initial Code Compliant Irrigation Plan for City Site Plan Approval. The irrigation plan shall comply with the City of Lake City’s Land Development Regulations.
 - Attend one (1) site coordination meeting with Lake City Staff, if needed.
 - Convert final, approved landscape and irrigation permit plans to construction documents for bidding purposes.
- **Arch/MEP Design Task 2b – 100% Construction Documents (Permit) – 4 weeks**
 - After completion of the 60% Construction Documents and Client sign-off, WA will prepare and distribute a 100% Construction Documents package incorporating all Owner and Client comments to the Owner and Client for permit.

Exhibit B – Qualifications

• **Arch/MEP Design Task 3 – Construction Administration – 40 weeks**

- After completion of 100% Construction Documents Phase and Owner “Notice-to-Proceed” (NTP), WA to prepare and distribute a Conformed Documents Set to Owner and Client. This package will incorporate any permitting comments and clarifications that may have been issued from the jurisdictional review processes.
- CA Office Program:
 - Review, log, and approve submittals, shop drawings, request for information, materials testing reports etc.
 - Review, log, and approve Proposed Change Proposals, Change Orders, and Applications for Payment (if needed).
 - Review field questions from selected CM/Contractor and provide direction on resolution of problems.
- CA Field Service Program:
 - WA Construction Administrator to make trips to site as follows:
 - Conduct One Pre-Construction Meeting trip to obtain construction schedule, shop drawing submittal log, and review submittal requirements.
 - Conduct once monthly (assume 9 month duration) site Observation trips to visually observe Work in Progress and attend Construction Meeting.
 - Deliverable: Site Observation Field Report for each visit.
 - Conduct One Substantial Completion Inspection trip to substantiate Work completed per construction contract documents.
 - Deliverable: Punch list and Substantial Completion Certificate.
 - Conduct One Final Inspection trip to upon completion of punch list items; recommend acceptance.
 - CA Record Documents:
 - Upon receipt of the contractor marked up field set, WA will prepare and distribute a Record Document Package to the Owner. This document set will incorporate the field changes and any/all addenda, supplemental instructions or change orders that were issued during construction.
- Civil Construction Administration Services:
 - Prepare as-built certifications for SRWMD.
- Commissioning (Cx) Services:
 - Not Included.
- Participation in Factory Acceptance Tests (FATs)
 - Not Included.

Exhibit B – Qualifications

Division 01- Construction General Conditions

- The estimated project construction duration will be forty (40) weeks.
- Work will be accomplished during normal work hours. This will include various activities which will cause loud noises.
- A Builder's Risk Insurance and General Liability Insurance policy has been included in this proposal.
- A Payment and Performance Bond has been included in this proposal.
- Costs are included for building permit fees. Costs are not included for impact fees, tree mitigation fees, or utility disconnect, reconnect, or new service fees. All other permits and fees are excluded including, but not limited to: Utility, City, County, Public Works, DEP, State and/or Water Management. These expenses, if incurred, are to be paid directly by the Owner.
- Costs are included for architectural, structural, civil, & geotechnical design services.
- Provisions for temporary power/water are included in this proposal. It is assumed that some form of power and water will be available from the building for the duration of the project.
- Temporary protection for existing finishes is included.
- Provisions for a temporary job site office trailer are included.
- All required temporary enclosures, storage facilities, dumpsters, toilets, signage, etc. have been included as a part of the project.
- Relocation, maintenance or repair of existing M/E/P/FP Systems to accommodate new systems not specifically presented on the project scope of work is excluded. We are not responsible for the existing building systems.
- Hazardous materials removal or mitigation is excluded.
- Moving or relocation of existing furniture, fixtures, and equipment is excluded.
- Costs are not included for floor moisture mitigation.
- Costs are included for material testing and inspections (e.g. soil compaction, pavement & concrete testing, & pipe pressure testing).
- Costs are included for Maintenance of Traffic for the duration of the project.
- Costs are included for surveying and benchmarks.
- Owner Direct Purchase, LEED & BIM services are excluded.
- A Construction Contingency of 5% is included to cover estimating variances, and unexpected events in the construction process and schedule. The estimate does not include separate owner or design contingencies.

Division 02- Existing Conditions

- The existing site is an asphalt parking lot with trees that will be demolished and prepared for building construction by the city of Lake City.

Division 03- Concrete

- Includes 6" 3kpsi monolithic slab on grade in the building area and a 12" 4kpsi monolithic slab on grade in the apparatus bay area with integral footings, 10x10 WW & rebar reinforcement, vapor barrier and termite treatment as the basis of design.
- Includes insulated concrete form with 6" core (Fox Blocks ICF) exterior walls with 6" grout filled core, rebar reinforcement, cast-in-place columns & window bucks as the basis of design.

Exhibit B – Qualifications

- Includes grouting of column base plates and concrete fill in bollards.
- Excludes the trash enclosure facility as shown in the bridging docs.

Division 04- Masonry

- Includes synthetic stone veneer exterior wainscoting on the new building walls up to 4'-0" tall. Includes pre-cast water table, cement backer board, drainable lath and drip edge as the basis of design.
- Excludes the trash enclosure facility as shown in the bridging docs.

Division 05- Metals

- Includes primed 30KSP 10.2plf open web bar joist set on five foot centers in conjunction with the ICF exterior walls as the basis of design.
- Includes bearing plates, embeds, ledger angle, deck frame-outs, and corrugated deck pan 1.5B 20 gauge with G90 finish.
- Includes handrails for sidewalk stairs and bollards as required.
- Excludes the trash enclosure facility as shown in the bridging docs.

Division 06- Wood, Plastics, and Composites

- Includes wood blocking and nailers at parapet caps and interior wood blocking for casework, etc.
- Includes a \$50,000 allowance for plastic laminate upper and lower casework with solid surface tops and window sills in the locations noted in the bridging documents.
- Excludes wire shelving, built furniture or any other casework item not specifically shown in the bridging documents.

Division 07- Thermal and Moisture Protection

- Includes self-adhesive wrap waterproofing at all window and door locations.
- Includes .024 standing seam galvanized steel roof on ISO board insulation per the bridging docs.
- Includes roof sheathing and fascia nailers per the bridging docs.
- Includes self-adhered roofing membrane per the bridging docs.
- Includes galvanized steel counter flashings, fascia, & drip-edge per the bridging docs.
- Excludes liquid applied waterproofing on ICF.
- Excludes the exterior metal wall paneling as shown in the bridging docs.

Division 08- Openings

- Includes all interior & exterior hollow metal doors & frames, wooden doors, door lites, and door hardware per the bridging docs.
- Includes standard motorized roll-up doors per the bridging docs.
- Includes interior & exterior storefront systems per the bridging docs.

Exhibit B – Qualifications

Division 09- Finishes

- Includes exterior framing as 6" 16ga metal framed walls, ceilings & soffits with 5/8" Densglass sheathing and R-19 thermal batt insulation as the basis of design.
- Includes interior framing as 4" 20ga metal framed walls, ceiling & soffits with 5/8" drywall on both sides to bottom of deck (Moisture Resistant board in wet areas) and sound batting.
- Includes setting of all door and window frames.
- Includes exterior finish as Dryvit Synthetic Stucco w/Integral Color on 1.5" PB EIFS as the basis of design.
- Includes typical acoustical ceiling tile ceiling systems per the bridging docs. Excludes the Curved Clouds ACT system.
- Includes prime and two coats of paint on all wall, frame, and misc. item surfaces.
- Includes sealed concrete, carpet tile, luxury vinyl tile, ceramic wall & floor tile and rubber base per the bridging docs. Includes fire station logo in lobby floor.

Division 10- Specialties

- Includes all restroom accessories, corner guards, fire extinguishers and cabinets and interior signage.
- Includes pre-fabricated canopies per the bridging docs.
- Includes installation of owner provided misc. specialty items.

Division 11- Equipment

- Includes MEP connections to owner provided equipment.
- Owner Provided items are listed as: Ice machine, dishwasher, refrigerator, mini-fridge, microwave, range, drying cabinet, washing machine, clothes dryer, bunker gear storage, & coffee maker.

Division 12- Furnishings

- Does not included furnish or install of furnishings. Owner to provide and install.

Division 21- Fire Suppression and Protection

- Includes wet pipe fire sprinkler system in all areas per the bridging docs. It is assumed that there is enough water pressure serving the site, therefore a fire pump is not included.

Division 22- Plumbing

- Includes domestic cold and hot water with CPVC piping, and sanitary sewer with PVC piping in general building areas. Includes furnish and install of grease trap per the bridging docs.
- Includes a men's & women's restroom and shower areas with toilets, sinks, showers, floor drains and clean-outs per the bridging docs.
- Includes a janitor's closet with sink, floor drain and clean-out per the bridging docs.
- Includes hose bibs, floor drains & clean-outs in apparatus areas per the bridging docs.
- Includes a sink and refrigerator service in the kitchen per the bridging docs.
- Includes gas service per the bridging docs.

Exhibit B – Qualifications

Division 23 – HVAC

- Includes Roof Top Unit HVAC systems with variable air volume units as the primary means of climate control for the building as the basis of design per the bridging docs. Includes G90 metal ductwork, attenuators, smoke/fire dampers, insulation & diffusers. Includes piping, valves, gauges, supports, & fixtures per the bridging docs.
- Includes general exhaust serving kitchen, restroom and apparatus spaces per the bridging docs.
- Includes exhaust fan, ductwork & Ansul system for kitchen hood per the bridging docs. Kitchen hood by owner.
- Includes radiant gas heaters in apparatus spaces per the bridging docs.
- Includes automated control system for HVAC control integration per the bridging docs.
- Includes factory start-up of HVAC equipment and test & balance report.

Division 26- Electrical

- Includes secondary service from transformer & 75kW generator with automatic transfer switch per the bridging docs.
- Includes light fixtures, ceiling fans, receptacles, & equipment connections in all spaces per the bridging docs.
- Includes fire alarm system and integration per the bridging docs.
- Includes rough-in for data raceways in all spaces per the bridging docs.

Division 27- Data and Telecommunications

- Includes build-out of new IT Room with plywood, vertical & horizontal equipment and cable management systems, and CAT6 48-port patch panels per the bridging docs.
- Includes CAT6 cabling, terminations, testing & labeling at all data locations.
- Excludes networking equipment, UPS systems, and IT service equipment.

Division 28- Electronic Safety & Security

- Excludes the access control system at entry locations to building as proximity reader, electric strike, equipment and accessories for build-out of a complete system per the bridging docs.

Division 31- Earthwork

- All earthwork to be furnished and installed by owner and is included as the following:
 - Includes site specific demolition, cuts, dumpsters, hauling and removal of concrete & asphalt.
 - Includes earthwork as clearing and grubbing of site, cut and fill for new building pad, excavation of retention pond, and site stabilization.
 - Includes 4" sidewalks with thickened edge, ADA ramps with detectable warning surface, and 6" D-curb.
 - Includes 12" sub-base LBR40, 8" lime rock base, tack, & 2" SP12.5 asphalt placed in a single lift or equal.
 - Includes parking lot signage and striping.
 - Includes domestic water work as one irrigation water assembly, one domestic water assembly, and one fire water assembly.

Exhibit B – Qualifications

- Includes sanitary sewer work, manholes, & 6" PVC service to existing sewer service. Includes installation of oil water separator.
- Includes storm sewer work as flared end sections, inlets, manholes, cleanouts, roof down spout connections, 6", 8", 12" HDPE piping and 15", 18" RCP piping.
- Includes electrical service work as 2 – 4" Primary Service conduits installed by open trench from point of service. (Transformer & Conductors by Utility Company).
- Includes dewatering for installation of site work as required.
- Includes final grade and clean up.
- Earthwork to be furnish and installed by Oelrich Construction is included as the following:
 - Includes erosion control as tree barricades, silt fence, site fence, inlet protection, and a construction entrance.
 - Includes construction surveying, certified as-builts, MOT, and geo/density testing.
 - Includes furnish of oil water separator to be installed by the city.

Division 32- Exterior Improvements

- All landscaping and irrigation to be furnished and installed by owner.

Division 33- Utilities

- Utilities are available at the site and are not included.

Division 34- Transportation

- Site is accessible. No transportation work is included.

Exhibit C – Schedule

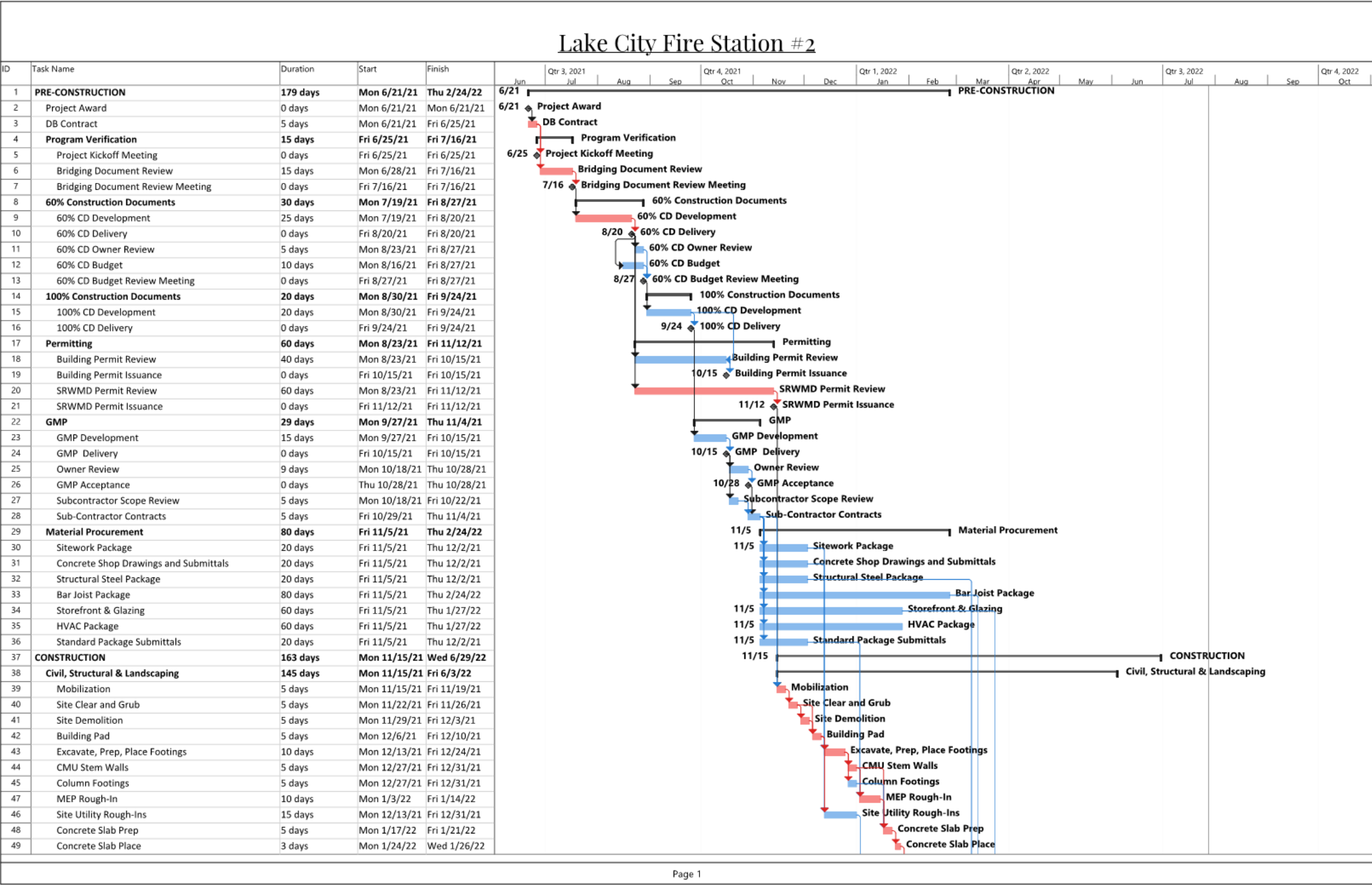
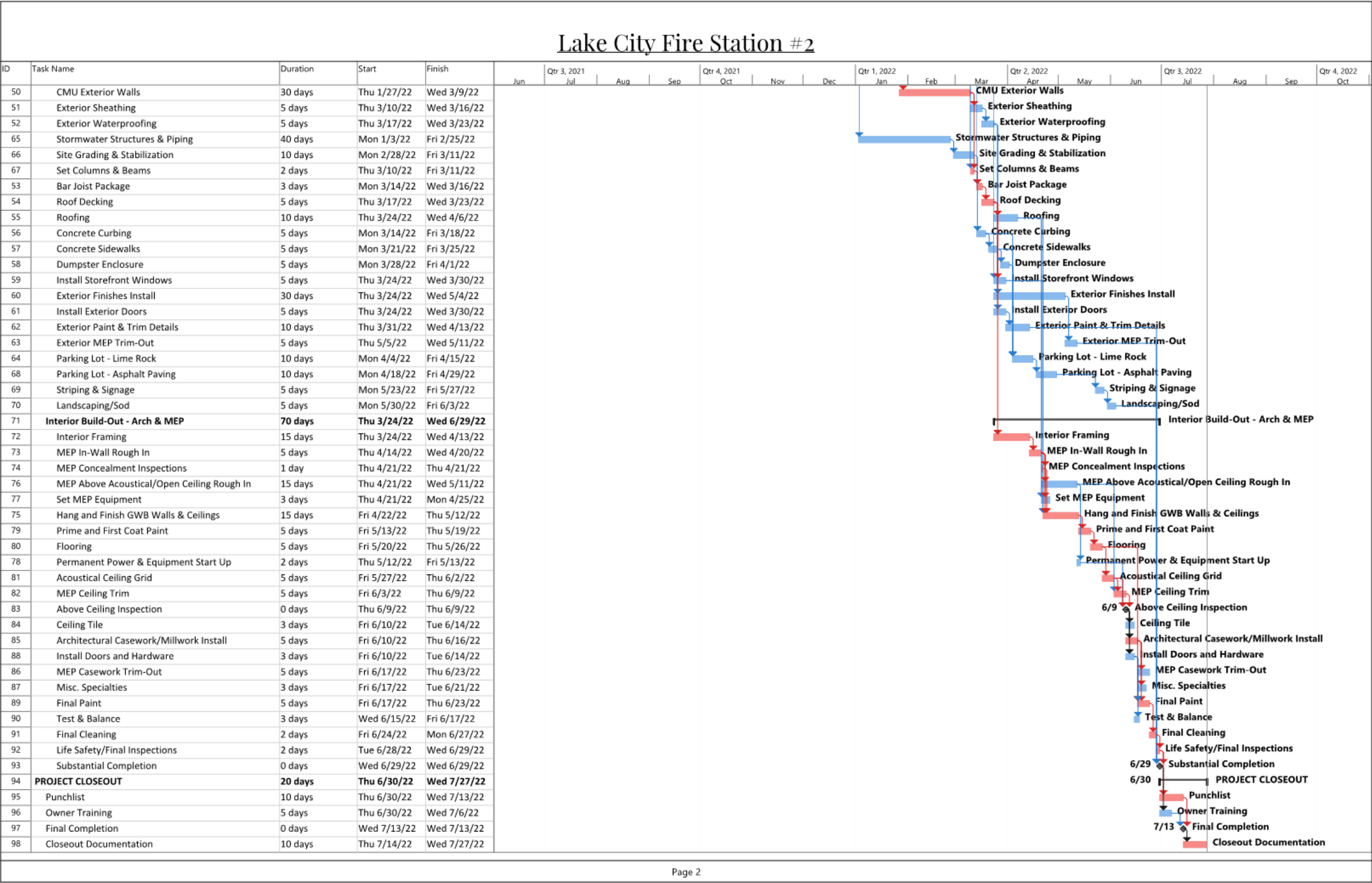
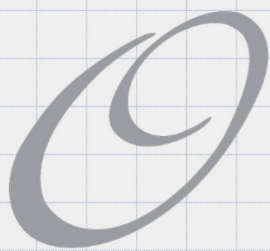


Exhibit C – Schedule





352.745.7877

OELRICHCONSTRUCTION.COM



275 NW 137th Drive, Ste A
Jonesville, FL 32669

LAKE CITY FIRE STATION #2

383 NW HALL OF FAME DRIVE
LAKE CITY, FLORIDA 32055

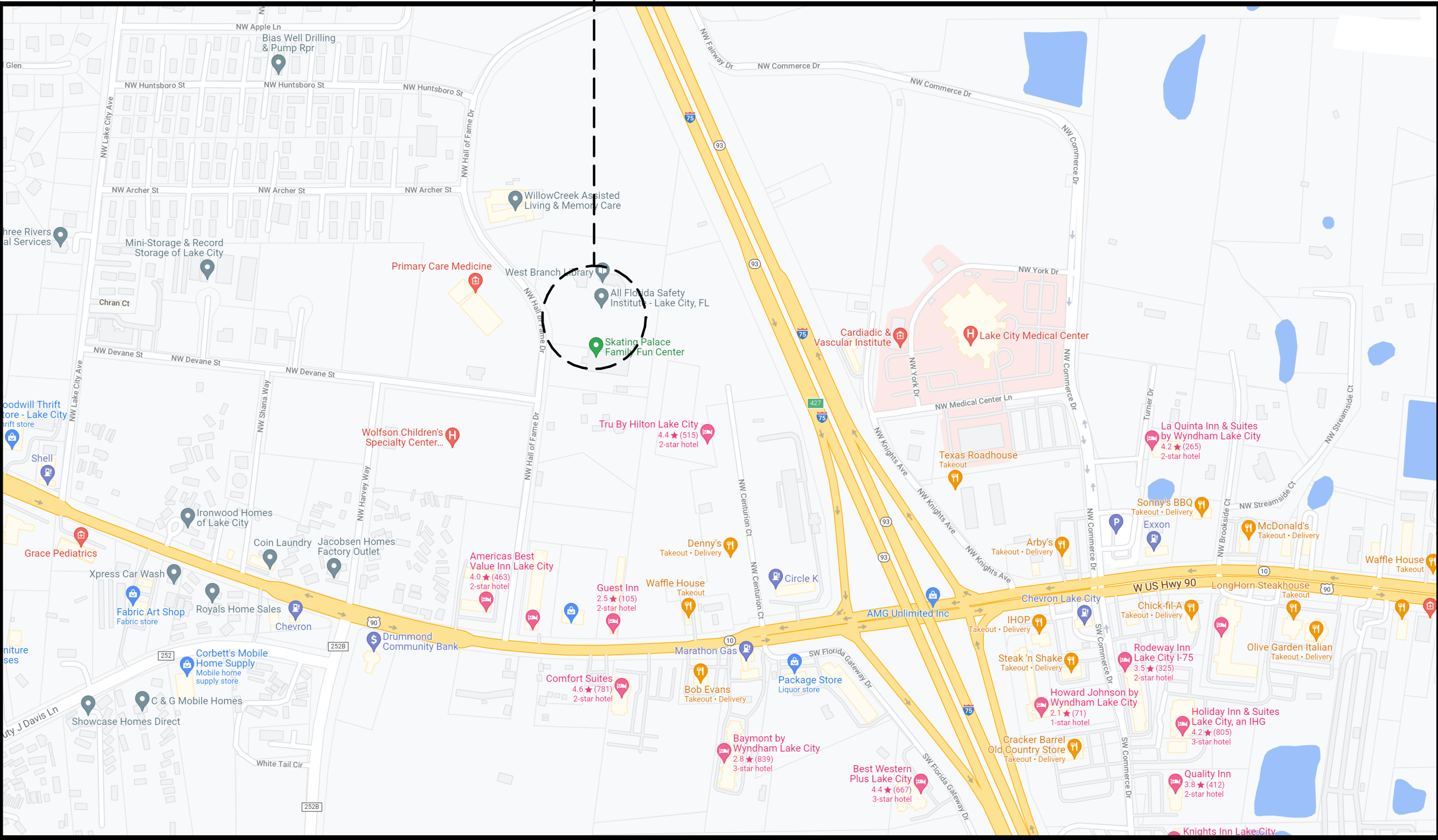
PROJECT INFORMATION

BUILDING INFORMATION AND LIMITATIONS

BUILDING OCCUPANCY CLASS:	MIXED-USE: RESIDENTIAL (R-2) / STORAGE (S-1)
CONSTRUCTION TYPE:	TYPE II B
FIRE SEPARATED:	YES
SPRINKLERED:	YES
ALLOWABLE BUILDING HEIGHT:	R-2 AND S-1 = 75'-0"
ALLOWABLE BUILDING STORIES:	R-2 = 5 / S-1 = 3
ACTUAL BUILDING HEIGHT:	1 STORY, 24'-9"
ALLOWABLE BUILDING AREA (PER STORY):	R-2 = 64,000 GSF / S-1 = 70,000 GSF
ACTUAL BUILDING AREA:	7,304 GSF
AREAS AND OCCUPANT LOAD	
GROSS FLOOR AREA (R-2 INTERIOR):	4,254 GSF
GROSS FLOOR AREA (R-2 EXTERIOR):	452 GSF
GROSS FLOOR AREA (S-1):	2,598 GSF
TOTAL GROSS FLOOR AREA:	7,304 GSF
TOTAL OCCUPANT LOAD:	33 OCCUPANTS

LOCATION MAP

PROJECT LOCATION



INDEX OF DRAWINGS

GENERAL

G000	COVER
G001	GENERAL NOTES, SYMBOL LEGEND AND ABBREVIATIONS
G003	TYPICAL TOILET ROOMS AND MOUNTING HEIGHTS
G004	TYPICAL MOUNTING HEIGHTS
G010	CODE COMPLIANCE
G011	CODE COMPLIANCE
G101	LEVEL 1 CODE COMPLIANCE PLAN
G201	RATED PENETRATION DETAILS - GYPSUM BOARD

CIVIL

C000	COVER & SHEET INDEX
C010	NOTES & LEGEND
C050	DEMOLITION & EROSION CONTROL PLAN
C100	SITE & HORIZONTAL CONTROL PLAN
C200	GRADING, DRAINAGE, & UTILITY PLAN
C250	UTILITY CONSTRUCTION DETAILS
C-1 of 1	BOUNDARY & TOPOGRAPHIC SURVEY

ARCHITECTURAL

A101	LEVEL 1 FLOOR PLAN
A121	LEVEL 1 PARTITION PLAN
A131	LEVEL 1 CEILING PLAN
A140	ROOF PLAN
A161	LEVEL 1 FINISH PLAN
A181	LEVEL 1 EQUIPMENT PLAN
A200	EXTERIOR ELEVATIONS
A201	EXTERIOR ELEVATIONS
A210	BUILDING SECTIONS
A211	BUILDING SECTIONS
A220	WALL SECTIONS
A230	EXTERIOR DETAILS
A231	EXTERIOR DETAILS
A233	EXTERIOR DETAILS
A240	ROOF DETAILS
A300	ENLARGED INTERIOR VIEWS
A400	PARTITION TYPES
A410	PARTITION DETAILS
A420	INTERIOR FINISH & CASEWORK DETAILS
A440	INTERIOR FINISH DETAILS
A500	OPENING TYPES AND SCHEDULE
A510	OPENING TYPE ELEVATIONS AND DETAILS
A520	OPENING DETAILS
A521	OPENING DETAILS
A522	OPENING DETAILS

STRUCTURAL

S101	STRUCTURAL NOTES
S102	STRUCTURAL DETAILS
S201	FOUNDATION PLAN & DETAILS
S301	ROOF FRAMING PLAN & DETAILS

MECHANICAL

M0.01	MECHANICAL LEGEND, CODES, AND NOTES
M1.10	MECHANICAL FLOOR PLAN
M1.20	MECHANICAL ROOF PLAN
M2.10	MECHANICAL DETAILS
M3.10	MECHANICAL SCHEDULES

PLUMBING

P0.01	PLUMBING LEGEND, NOTES & DETAILS
P1.10	PLUMBING FLOOR PLAN - DOMESTIC WATER
P1.20	PLUMBING FLOOR PLAN - WASTE & VENT
P1.30	PLUMBING FLOOR PLAN - NATURAL GAS
P2.01	PLUMBING RISERS
P2.02	PLUMBING RISERS

FIRE PROTECTION

F0.01	FIRE PROTECTION LEGEND, NOTES & DETAILS
F1.00	FIRE PROTECTION SITE PLAN
F1.10	FIRE PROTECTION FLOOR PLAN

ELECTRICAL

E0.01	ELECTRICAL LEGEND, CODES, AND ABBREVIATIONS
E1.00	ELECTRICAL SITE PLAN
E1.10	ELECTRICAL FLOOR PLAN - POWER
E1.20	ELECTRICAL CEILING PLAN - LIGHTING
E1.30	ELECTRICAL CEILING PLAN - FIRE ALARM
E1.40	ELECTRICAL FLOOR PLAN - MECHANICAL POWER
E1.50	ELECTRICAL FLOOR PLAN - FIRE STATION ALERTING
E2.01	ELECTRICAL RISER DIAGRAM
E3.01	ELECTRICAL SCHEDULES
E3.02	ELECTRICAL SCHEDULES
E4.01	ELECTRICAL DETAILS

SUBMITTAL:	ISSUE DATE:
CONSTRUCTION DOCUMENTS	11/16/2021

REVISION	DESCRIPTION	DATE
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LAKE CITY FIRE STATION #2

383 NW Hall of Fame Drive
Lake City, FL 32055

KEY PLAN

DRAWING TITLE:

COVER

PROJECT NO.:	WA21031	DRAWN BY:	JMO
		CHECKED BY:	TW

G000



Lake City Fire Station #2

Guaranteed Maximum Price Proposal – Revision 1

December 22, 2021

Amended January 25, 2022





December 22, 2021

Justin Vollenweider
Passero Associates LLC
City of Lake City
205 North Marion Avenue
Lake City, FL 32055

**Re: Lake City Fire Station #2
Guaranteed Maximum Price Proposal – Revision 1**

Mr. Vollenweider,

Oelrich Construction, Inc. is pleased to present this Guaranteed Maximum Price Proposal for the construction required to complete the new construction of the Lake City Fire Station #2 project as specified on the construction documents provided by Walker Architects dated November 16, 2021.

The Guaranteed Maximum Price including Alternate #2 Site Work, Alternate #3 Site Concrete, & Alternate #4 Landscaping is:

Two Million, Seven Hundred Forty-Seven Thousand, Four Hundred Twenty-Nine Dollars.....\$2,747,429.00

Please find the attached GMP Overview, GMP Breakdown, Qualifications, Schedule, Construction Management Team and List of Construction Documents that are included as part of this Guaranteed Maximum Price Proposal.

We appreciate the opportunity to be a part of this project, and we look forward to its successful completion. Please feel free to contact me at any time if you have any questions.

Sincerely,
Oelrich Construction, Inc.

A blue ink signature of Matthew Marino, consisting of a stylized 'M' followed by a circular flourish.

Matthew Marino
Preconstruction Manager

Gainesville Office:
275 NW 137th Drive, Suite A
Jonesville, FL 32669

Orlando Office:
428 S. Dillard St., Suite 103
Winter Garden, FL 34787

oelrichconstruction.com

tel: 352-745-7877
CGC1510579

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Lake City Fire Station #2

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Exhibit F – Construction Documents.....	Page 19

Exhibit A – Budget Overview

Lake City Fire Station #2 Oelrich Construction Schedule of Values		
Bid Package	Package Description	Guaranteed Maximum Price 12/22/2021
DBP	Contract Administration	\$ 50,000
BP 3A	Concrete	\$ 116,035
BP 4A	Masonry	\$ 167,185
BP 5A	Structural Steel	\$ 178,500
BP 6D	Architectural Casework	\$ 48,500
BP 7B	Thermal Insulation	\$ 25,408
BP 7C	Roofing	\$ 113,045
BP 8A	Doors and Hardware	\$ 137,263
BP 8B	Storefront	\$ 33,850
BP 9A	Gypsum Board Assemblies	\$ 192,100
BP 9C	Acoustical Ceilings	\$ 10,778
BP 9D	Painting	\$ 35,000
BP 9E	Flooring	\$ 37,500
BP 10A	Specialties	\$ 30,745
BP 21A	Fire Protection	\$ 34,360
BP 22A	Plumbing	\$ 123,500
BP 23A	HVAC	\$ 289,000
BP 26A	Electrical	\$ 217,625
BP 27A	Data, Audio, and Video	\$ 7,400
BP 31A	Sitework	\$ 36,800
Total of Bid Packages		\$ 1,884,594
	Contingency	\$ 37,692
	Staffing Costs	\$ 121,964
	General Conditions	\$ 76,909
Total of Project Costs		\$ 2,121,159
	Builders Risk Insurance	\$ 11,402
	Payment and Performance Bonds	\$ 29,914
	General Liability Insurance	\$ 29,987
	Permit	\$ 16,441
Subtotal		\$ 2,208,903
	CM Fee	\$ 196,176
Total Amount		\$ 2,405,079

ALTERNATES	
ALTERNATE #1 - Apparatus Bay Doors with 1/2" Insulated Glazing	72,500
ALTERNATE #2 - Full Site Work Package	283,650
ALTERNATE #3 - Site Concrete Package	36,000
ALTERNATE #4 - Landscaping Package	22,700

Lake City Fire Station #2



Exhibit B – Budget Breakdown

Lake City Fire Station #2										
Oelrich Construction, Inc.										
Guaranteed Maximum Price										
December 22, 2021										
Item Description	Qty	Unit	Labor		Material		Subcontractor		Totals	Sub Totals
			unit price	amount	unit price	amount	unit price	amount		
Project Duration	38	weeks								
Project or Program Area	7,714	sf								
Number of Building Levels	1	level								
General Conditions										
Project Manager	12.6	weeks	2,919	36,779	-	-	-	-	36,779	
Superintendent	38.0	weeks	1,308	49,704	-	-	-	-	49,704	
Senior Superintendent	3.8	weeks	2,721	10,340	-	-	-	-	10,340	
Project Engineer	9.5	weeks	1,600	15,200	-	-	-	-	15,200	
Admin Support	7.6	weeks	1,308	9,941	-	-	-	-	9,941	
Survey & Layout	1	ea	-	-	7,500	7,500	-	-	7,500	
Document Reproduction	5	sets	-	-	275	1,375	-	-	1,375	
Safety Supplies	1	ls	-	-	500	500	-	-	500	
Testing Services	1	ls	-	-	-	-	7,250	7,250	7,250	
Temporary Electricity	8	months	-	-	70	560	-	-	560	
Temporary Water	9	months	-	-	50	450	-	-	450	
Field Office Delivery and Setup	1	ls	-	-	1,300	1,300	-	-	1,300	
Field Office Rental	9	months	-	-	800	7,200	-	-	7,200	
Field Office Pump Service	9	months	-	-	150	1,350	-	-	1,350	
Field Office Unblock and Return	1	ls	-	-	1,100	1,100	-	-	1,100	
Copies and Copy Machine	9	months	-	-	160	1,440	-	-	1,440	
Cell Phone and Communications	9	months	-	-	250	2,250	-	-	2,250	
Sanitary Facilities, Toilets	9	months	-	-	115	1,035	-	-	1,035	
Office Supplies	1	ls	-	-	750	750	-	-	750	
Small Tools	1	ls	-	-	4,000	4,000	-	-	4,000	
Jobsite Vehicle Maintenance & Fuel	9	months	-	-	500	4,500	-	-	4,500	
Temporary Fencing	500	lf	-	-	6.00	3,000	-	-	3,000	
Temporary Double Gates	1	ea	-	-	250	250	-	-	250	
Temporary Project Signs	1	ls	-	-	600	600	-	-	600	
Temporary Protection	1	ls	-	-	500	500	-	-	500	
Temporary Weather Protection	1	ls	-	-	500	500	-	-	500	
Software Licensing Requirements	1	ls	-	-	6,300	6,300	-	-	6,300	
Equipment Rental	1	ls	-	-	3,000	3,000	-	-	3,000	
Final Power	1	months	-	-	682	682	-	-	682	
Continuous Cleaning	38	days	-	-	135	5,130	-	-	5,130	
Dumpsters	29	pulls	-	-	350	10,150	-	-	10,150	
Final Cleaning	7,714	sf	-	-	0.50	3,857	-	-	3,857	
Closeout Submittals et al	1	ls	-	-	150	150	-	-	150	
As-Builts	1	sets	-	-	230	230	-	-	230	
										198,873
Design Build Team										
Design Services										
Preconstruction Services		ls	-	-	-	-	17,283	-	-	
Civil		ls	-	-	-	-	13,750	-	-	
Structural		ls	-	-	-	-	7,500	-	-	
Arch		ls	-	-	-	-	76,667	-	-	
MEPF		ls	-	-	-	-	34,800	-	-	
Contract Admin	1	ls	-	-	-	-	50,000	50,000	50,000	
										50,000
BP-03A Concrete										
Concrete Package										
Monoslab - S1 - 4" SOG, 3kpsi, WWM, Vapor Barrier, Termite Treatment	4,455	sf	-	-	-	-	13.00	57,915	57,915	
Monoslab - S2 - 12" SOG, 3kpsi, WWM, Vapor Barrier, Termite Treatment	2,620	sf	-	-	-	-	20.00	52,400	52,400	
Monoslab - S3 - 4" SOG, 3kpsi, WWM, Vapor Barrier, Termite Treatment	440	sf	-	-	-	-	13.00	5,720	5,720	
Column Pads	2	ea	-	-	-	-	-	-	-	
										116,035

Exhibit B – Budget Breakdown

BP-04A Masonry							
Masonry package							
Full Height Split Face CMU - 3kpsi, #5 Rebar	7,900 wall sf	-	-	20.15	159,185	159,185	
Rake Beams	1 ls	-	-	8,000.00	8,000	8,000	
							167,185
BP-05A Structural Steel							
Steel Package							
Bar Joist & Metal Deck 1.5V, 22ga G60	6 tons	-	-	6,500	39,000	39,000	
HSS Columns	3 ea	-	-	5,000	15,000	15,000	
WFB W14x22 Beams	5 ea	-	-	5,000	25,000	25,000	
HSS Outriggers	39 ea	-	-	250	9,750	9,750	
Bent Plate	500 lf	-	-	15.00	7,500	7,500	
Bridging & Bracing	1 ls	-	-	5,000	5,000	5,000	
Anchor Bolts & Embeds	1 ls	-	-	2,250	2,250	2,250	
Erection	1 ls	-	-	65,000	65,000	65,000	
Aluminum Canopies	2 ea	-	-	5,000	10,000	10,000	
							178,500
BP-06D Architectural Casework							
Casework Package							
Kitchen Casework	50 lnft	-	-	400	20,000	20,000	
Day Room Casework	17 lnft	-	-	400	6,800	6,800	
Day Room Shelving	28 lnft	-	-	275	7,700	7,700	
Vestibule Casework	8 lnft	-	-	400	3,200	3,200	
Window Sills	1 ls	-	-	5,200	5,200	5,200	
Bathroom Casework	14 lnft	-	-	400	5,600	5,600	
							48,500
BP-07B Thermal Insulation							
Insulation Package							
R-30 Open Cell Ceiling Insulation	8,066 roof sqft	-	-	2.65	21,375	21,375	
Thermal Intumescent Coating	8,066 roof sqft	-	-	0.50	4,033	4,033	
							25,408
BP-07C Roofing							
Roofing Package							
Standing Seam Metal Roof	8,066 roof sqft	-	-	8.00	64,528	64,528	
Galvanized Steel Counter Flashings, Fascia & Drip Edge	600 lf	-	-	6.00	3,600	3,600	
7" Aluminum Box Style Gutters & Downspouts	140 lf	-	-	25.00	3,500	3,500	
Self-adhered Waterproofing	8,066 roof sqft	-	-	1.80	14,519	14,519	
Densdeck Roof Sheathing	8,066 roof sqft	-	-	3.00	24,198	24,198	
Wood Fascia Nailers	600 lf	-	-	2.00	1,200	1,200	
07C.1 - Aluminum Soffit in lieu of Hard Soffit	500 sf	-	-	3.00	1,500	1,500	
							113,045

Exhibit B – Budget Breakdown

BP-08A Doors and Hardware							
Doors & Hardware Package							
Door Frames	32 ea	-	-	475	15,200	15,200	
Wood Doors Openings	24 ea	-	-	2,000	48,000	48,000	
Metal Doors Openings	8 ea	-	-	1,800	14,400	14,400	
Install Doors	1 ls	-	-	8,663	8,663	8,663	
Roll-Up Doors w/ 1/8" Glazing	4 ea	-	-	12,750	51,000	51,000	
							137,263
BP-08B Storefront							
Storefront Package							
SF1	10 ea	-	-	1,800.00	18,000	18,000	
SF2	1 ea	-	-	1,800.00	1,800	1,800	
SF3	1 ea	-	-	1,800.00	1,800	1,800	
Sliding Door Package	1 ea	-	-	4,000.00	4,000	4,000	
Glazing Muttons	11 ea	-	-	375.00	4,125	4,125	
Door Glazing	11 ea	-	-	375.00	4,125	4,125	
							33,850
BP-09A Gypsum Board Assemblies							
Drywall/Framing Package							
1.5" 20ga Metal Furring w/5/8" DWHI one side to 12" above ceiling	310 lnft	-	-	110.00	34,100	34,100	
4" 20ga Metal Framing w/5/8" DWHI one sides at Hard Ceilings	4,800 sqft	-	-	15.00	72,000	72,000	
4" 20ga Metal Framing w/5/8" DWHI both sides to Bottom of Deck (MR in wet areas), Sound Batting	550 lnft	-	-	100.00	55,000	55,000	
Set HM Door Frames	32 ea	-	-	500.00	16,000	16,000	
In Wall Backing	1 ls	-	-	15,000	15,000	15,000	
							192,100
BP-09C Acoustical Ceiling							
ACT Package							
ACT-1 - 2'x2'x7/8" Armstrong Cirrus High NRC, reveal edge, #556, ceiling panels installed in an exposed white, 15/16" Heavy Duty grid system	680 sf	-	-	15.85	10,778	10,778	
							10,778
BP-09D Painting and Wallcovering							
Painting Package							
Exterior Package							
Standard Prime & Paint - 2 Coats - Door Frames, Bollards, Misc. Items	1 ea	-	-	3,000	3,000	3,000	
Clear Water Repellant to CMU Walls	1 ls	-	-	10,572	10,572	10,572	
Interior Package							
PT-1 - Standard Prime & Paint - 2 Coats - Walls, Frames	7,714 sf	-	-	2.00	15,428	15,428	
PT-2 - Dryfall Exposed Ceilings	1,200 sf	-	-	5.00	6,000	6,000	
							35,000

Exhibit B – Budget Breakdown

BP-09E Flooring						
Flooring & Tile Package						
CPT1 - Carpet Tile	820 sf	-	-	8.25	6,765	6,765
T1 - Wall Tile	204 wall sf	-	-	17.00	3,468	3,468
T2 - Wall Tile	854 wall sf	-	-	18.00	15,372	15,372
SCONC1 - Stained Concrete	5,500 sf	-	-	3.00	16,500	16,500
Logo	1 ls	-	-	1,500	1,500	1,500
						37,500
BP-10A Specialties						
Specialties Package						
Grab Bars	12 ea	-	-	375	4,500	4,500
Toilet Paper Dispensers	5 ea	-	-	150	750	750
Soap Dispenser	5 ea	-	-	150	750	750
Paper Towel Dispenser	5 ea	-	-	150	750	750
Mirror	5 ea	-	-	650	3,250	3,250
Sanitary Napkin	5 ea	-	-	150	750	750
Waste Receptacle	5 ea	-	-	300	1,500	1,500
Shower Curtain	5 ea	-	-	85	425	425
Mop broom holder	1 ea	-	-	250	250	250
Robe Hooks	6 ea	-	-	40	240	240
Towel Bars	2 ea	-	-	65	130	130
Shower Seat	2 ea	-	-	500	1,000	1,000
Fire Extinguisher Cabinet	2 ea	-	-	450	900	900
Fire Extinguishers	4 ea	-	-	250	1,000	1,000
Interior Signage	40 ea	-	-	145	5,800	5,800
Exterior Signage - 8" Letters	21 ea	-	-	250	5,250	5,250
Exterior Signage - Shield	1 ea	-	-	3,500	3,500	3,500
						30,745
BP-11A Equipment						
Equipment by Owner						
						-
BP-21A Fire Protection						
Fire Protection Package						
Wet Pipe Sprinkler System	7,714 sf	-	-	4.00	30,856	30,856
Delegated Design	1 ls	-	-	2,500	2,500	2,500
Testing & Reports	1 ls	-	-	1,000	1,000	1,000
						34,360
BP-22A Plumbing						
Plumbing Package						
Toilets	5 ea	-	-	2,000	10,000	10,000
Sinks	8 ea	-	-	2,000	16,000	16,000
Showers	5 ea	-	-	2,000	10,000	10,000
Floor Drains	14 ea	-	-	2,000	28,000	28,000
Water Heater	4 ea	-	-	7,500	30,000	30,000
Water Cooler	1 ea	-	-	4,500	4,500	4,500
Gas Piping	1 ls	-	-	25,000	25,000	25,000
						123,500

Exhibit B – Budget Breakdown

BP-23A HVAC						
HVAC Package						
Outside Air Unit	1 ea	-	-	75,000	75,000	75,000
Gravity Ventilator	1 ea	-	-	25,000	25,000	25,000
VRF System - Outdoor Unit, Indoor Units	1 ls	-	-	25,000	25,000	25,000
Ductless Mini-Split	1 ls	-	-	25,000	25,000	25,000
Sheet Metal Duct with FG Wrap Insulation	1 ls	-	-	40,000	40,000	40,000
Kitchen Exhaust with Fire Protection	1 ea	-	-	15,000	15,000	15,000
Apparatus Bay Exhaust System with Monitoring	1 ea	-	-	10,000	10,000	10,000
Bathroom/Shower/Storage/Bay Exhaust	10 ea	-	-	1,500	15,000	15,000
Radiant Gas Heaters	2 ea	-	-	5,000	10,000	10,000
Standalone Controls	1 ea	-	-	40,000	40,000	40,000
Test & Balance	1 ea	-	-	9,000	9,000	9,000
						289,000
BP-26A Electrical						
Electrical Package						
Secondary Service - Meter, MPA1, MPA2, PB, Conduit, Wiring	1 ls	-	-	19,000	19,000	19,000
Power Raceways & Devices, Conduit, Wiring	95 ea	-	-	250	23,750	23,750
Light Fixtures, Conduit & Wiring	105 ea	-	-	1,075	112,875	112,875
Exit Signs	10 ea	-	-	500	5,000	5,000
Fire Alarm - Devices, Conduit, Wiring	40 ea	-	-	800	32,000	32,000
Equipment Connections - Appliances	1 ls	-	-	5,000	5,000	5,000
Emergency Power - 50kW Generator, ATS, Conduit, Wiring	1 ls	-	-	15,000	15,000	15,000
Data/Alerting System/Card Access Rough-in - Conduit, Boxes	1 ls	-	-	5,000	5,000	5,000
						217,625
BP-27A Data, Audio, and Video						
Data Package						
IT Server Room Package						
Fire Rated Plywood Walls	1 ea	-	-	500	500	500
12" Ladder Tray & Accessories	1 ea	-	-	500	500	500
25RU Wall Swing Rack	1 ea	-	-	750	750	750
Grounding, Bonding & Labeling	1 ea	-	-	350	350	350
Cabling Package						
CAT6 Drops, TV Drops, WAP Drops, Cam Drops	42 cables	-	-	100	4,200	4,200
Single Sided Horizontal Managers	2 ea	-	-	300	600	600
CAT6 48 Port Patch Panels & Cable Management	1 ea	-	-	500	500	500
Terminations, Labeling & Testing	1 ls	-	-	-	-	-
						7,400
BP-31A Sitework						
Sitework Package						
Mobilization	1 ls	-	-	10,900	10,900	10,900
Survey, Layout & Testing	1 ls	-	-	10,900	10,900	10,900
Erosion Control	1 ls	-	-	5,000	5,000	5,000
Sanitary Sewer - Grease Trap 200gal & 1500 Gal Oil Water Separator	1 ls	-	-	10,000	10,000	10,000
						36,800

Exhibit B – Budget Breakdown

Cost of Work Subtotal		1,884,594	1,884,594
Construction Contingency	2.00%	37,692	
Staffing from above		121,964	
General Conditions from above		76,909	
Subtotal		236,565	2,121,159
Builders Risk Insurance		11,402	
Payment and Performance Bond		29,914	
General Liability Insurance	1.00%	29,987	
Permit		16,441	
Subtotal		87,744	2,208,903
CM Fee		196,176	
Total Project			2,405,079

ALTERNATES						
ALTERNATE #1 - Apparatus Bay Doors with 1/2" Insulated Glazing						
Glass Apparatus Doors (14'x16') w/ 1/2' Glazing	1 ls	-	-	123,500	123,500	123,500
Current Apparatus Doors	(1) ls	-	-	51,000	(51,000)	(51,000)
						72,500
ALTERNATE #2 - Full Site Work Package						
Sitework Package		-	-	-	-	-
Clearing	1 ls	-	-	1,750	1,750	1,750
Demolition	1 ls	-	-	23,200	23,200	23,200
Earthwork	1 ls	-	-	36,600	36,600	36,600
Asphalt Paving	1 ls	-	-	97,300	97,300	97,300
Pavement Markings	1 ls	-	-	4,500	4,500	4,500
Sanitary Sewer	1 ls	-	-	34,000	34,000	34,000
Water & Fire to Building	1 ls	-	-	43,300	43,300	43,300
Storm Drainage	1 ls	-	-	22,500	22,500	22,500
Bollards	1 ls	-	-	6,000	6,000	6,000
P&P Bond	1 ls	-	-	14,500	14,500	14,500
						283,650
ALTERNATE #3 - Site Concrete Package						
Site Concrete Package	1 ls	-	-	36,000	36,000	36,000
						36,000
ALTERNATE #4 - Landscaping Package						
Landscaping Package		-	-	-	-	-
30 Gal Trees	20 ea	-	-	250	5,000	5,000
Bahia Sod	8,000 sf	-	-	0.65	5,200	5,200
Pine Bark Mulch	25 cy	-	-	35	875	875
Shrubs	131 ea	-	-	25	3,275	3,275
Groundcovers	174 ga	-	-	25	4,350	4,350
Irrigation	1 ea	-	-	4,000	4,000	4,000
						22,700

Exhibit C – Qualifications

This Guaranteed Maximum Price Proposal includes the work required to complete the new Lake City Fire Station #2 Project.

This Guaranteed Maximum Price Proposal is based on the 100% Construction Drawings produced by Walker Architects dated November 16, 2021, site meetings and discussions, and the qualifications below.

Due to current market conditions, this proposal must be accepted within 60 days and construction must begin within 90 days from the date of this submittal.

Division 01- General Conditions

- The estimated project construction duration will be thirty-eight (38) weeks.
- Work will be accomplished during normal work hours. This will include various activities which will cause loud noises.
- A Builder's Risk Insurance and General Liability Insurance policy has been included in this proposal.
- A Payment and Performance Bond has been included in this proposal.
- Costs are included for building permit fees. Costs are not included for impact fees, tree mitigation fees, or utility disconnect, reconnect, or new service fees. All other permits and fees are excluded including, but not limited to: Utility, City, County, Public Works, DEP, State and/or Water Management. These expenses, if incurred, are to be paid directly by the Owner.
- Costs are included for architectural, structural, civil, & geotechnical design services.
- Provisions for temporary power/water are included in this proposal. It is assumed that some form of power and water will be available from the building for the duration of the project.
- Temporary protection for existing finishes is included.
- Provisions for a temporary job site office trailer are included.
- All required temporary enclosures, storage facilities, dumpsters, toilets, signage, etc. have been included as a part of the project.
- Relocation, maintenance or repair of existing M/E/P/FP Systems to accommodate new systems not specifically presented on the project scope of work is excluded. We are not responsible for the existing building systems.
- Hazardous materials removal or mitigation is excluded.
- Moving or relocation of existing furniture, fixtures, and equipment is excluded.
- Costs are not included for floor moisture mitigation.
- Costs are included for material testing and inspections (e.g. soil compaction, pavement & concrete testing, & pipe pressure testing).
- Costs are not included for Maintenance of Traffic for the duration of the project.
- Costs are included for surveying and benchmarks.
- Owner Direct Purchase, LEED & BIM services are excluded.
- A Construction Contingency as listed in the GMP Breakdown is included to cover estimating variances, and unexpected events in the construction process and schedule. The estimate does not include separate owner or design contingencies.

Exhibit C – Qualifications

Division 02- Existing Conditions

- The existing site is an asphalt parking lot with trees.

Division 03- Concrete

- Includes 6" 3kpsi monolithic slab on grade in the building area and a 12" 4kpsi monolithic slab on grade in the apparatus bay area with integral footings, 10x10 WW & rebar reinforcement, vapor barrier and termite treatment as the basis of design.
- Includes grouting of column base plates and concrete fill in bollards.

Division 04- Masonry

- Includes cracked face CMU veneer on the exterior walls as shown.
- Includes pre-cast concrete lintels and window sills as shown.
- Excludes the trash enclosure facility as shown in the bridging docs.

Division 05- Metals

- Includes HSS columns and WFB W14x22 beams as shown.
- Includes primed open web bar joist with corrugated metal decking as shown.
- Includes bearing plates, embeds, ledger angle, bent plate fascia, and HSS outriggers as shown.
- Excludes the trash enclosure facility as shown in the bridging docs.

Division 06- Wood, Plastics, and Composites

- Includes wood blocking and nailers at parapet caps and interior wood blocking for casework, etc.
- Includes plastic laminate upper and lower casework with solid surface tops as shown and reclaimed wood shelving.
- Excludes wire shelving, built furniture or any other casework item not specifically shown.

Division 07- Thermal and Moisture Protection

- Includes self-adhesive wrap waterproofing at all window and door locations.
- Includes .024 standing seam galvanized steel roof with self-adhered roofing membrane as shown.
- Includes Densdeck roof sheathing and fascia nailers as shown.
- Includes galvanized steel counter flashings, fascia, & drip-edge as shown.
- Includes liquid applied water-repellant on concrete block.

Division 08- Openings

- Includes all interior & exterior hollow metal doors & frames, wooden doors, sliding doors, door lites, and door hardware as shown.
- Includes standard motorized roll-up doors at the apparatus bay as shown.
- Includes interior & exterior storefront systems as shown.
- Add. Alt #1 includes the full glass roll-up apparatus bay doors.

Exhibit C – Qualifications

Division 09- Finishes

- Includes interior framing as 4" 20ga metal framed walls, ceiling & soffits with 5/8" drywall on both sides to bottom of deck (Moisture Resistant board in wet areas) and sound batting as shown.
- Includes setting of all door frames.
- Includes acoustical ceiling tile ceiling systems as shown.
- Includes prime and two coats of paint on all wall, frame, and misc. item surfaces.
- Includes sealed concrete, carpet tile, ceramic wall & floor tile and rubber base as shown. Includes fire station logo in lobby floor.

Division 10- Specialties

- Includes all restroom accessories, corner guards, fire extinguishers and cabinets and interior signage as shown.
- Includes pre-fabricated canopies as shown.
- Includes exterior lettering and fire shield signage as shown in the GMP breakdown.
- Includes installation of owner provided misc. specialty items.

Division 11- Equipment

- Includes MEP connections to owner provided equipment.
- Owner Provided items are listed as: Ice machine, dishwasher, refrigerator, mini-fridge, microwave, range, drying cabinet, washing machine, clothes dryer, bunker gear storage, & coffee maker.

Division 12- Furnishings

- Does not included furnish or install of furnishings. Owner to provide and install.

Division 21- Fire Suppression and Protection

- Includes wet pipe fire sprinkler system as shown. It is assumed that there is enough water pressure serving the site, therefore a fire pump is not included.

Division 22- Plumbing

- Includes domestic cold and hot water with CPVC piping, and sanitary sewer with PVC piping in general building areas.
- Includes a men's & women's restroom and shower areas with toilets, sinks, showers, floor drains and clean-outs as shown.
- Includes a janitor's closet with sink, floor drain and clean-out per as shown.
- Includes hose bibs, floor drains & clean-outs in apparatus areas as shown.
- Includes a sink and refrigerator service in the kitchen as shown.
- Includes gas service as shown.

Exhibit C – Qualifications

Division 23 – HVAC

- Includes VRF HVAC system as outdoor condensing unit, heat recovery controller, branch controller with an Outside Air Unit as shown.
- Includes G90 metal ductwork, attenuators, smoke/fire dampers, insulation & diffusers as shown.
- Includes piping, valves, gauges, supports, & fixtures as shown.
- Includes general exhaust serving kitchen, restroom and apparatus spaces as shown.
- Includes exhaust fan, ductwork & Ansul system kitchen hood as shown.
- Includes apparatus bay exhaust system as shown.
- Includes gravity ventilator as shown.
- Includes radiant gas heaters in apparatus spaces as shown.
- Includes standalone control system for HVAC control integration as shown.
- Includes factory start-up of HVAC equipment and test & balance report.

Division 26- Electrical

- Includes secondary service from transformer generator with automatic transfer switch.
- Includes light fixtures, ceiling fans, receptacles, & equipment connections as shown.
- Includes fire alarm system and integration as shown.
- Includes rough-in for data raceways, CAD alert system, and access control system as shown.

Division 27- Data and Telecommunications

- Includes build-out of new IT Room with plywood, vertical & horizontal equipment and cable management systems, and CAT6 48-port patch panels as shown.
- Includes CAT6 cabling, terminations, testing & labeling at all data locations.
- Excludes networking equipment, UPS systems, and IT service equipment.

Division 28- Electronic Safety & Security

- Excludes access control system. To be provided by Owner.
- Excludes CAD alert system. To be provided by Owner.

Division 31- Sitework

- Sitework to be furnished and installed is included as the following:
 - Includes erosion control as tree barricades, silt fence, site fence, inlet protection, and a construction entrance.
 - Includes construction surveying, certified as-builts, MOT, and geo/density testing.
 - Includes furnish and install of oil water separator as shown.
 - Includes furnish and install of grease trap as shown.
 - Includes furnish and install of bollards as shown.
- Alternate #2 Full Sitework Package is included as the following:
 - Includes site specific demolition, cuts, dumpsters, hauling and removal of concrete & asphalt.
 - Includes earthwork as clearing and grubbing of site, cut and fill for new building pad, excavation of retention pond, and site stabilization.

Exhibit C – Qualifications

- Includes 12" sub-base LBR40, 8" lime rock base, tack, & 2" SP12.5 asphalt placed in a single lift or equal.
- Includes parking lot signage and striping.
- Includes domestic water work as one irrigation water assembly, one domestic water assembly, and one fire water assembly.
- Includes sanitary sewer work, manholes, & 6" PVC service to existing sewer service. Includes installation of oil water separator.
- Includes storm sewer work as flared end sections, inlets, manholes, cleanouts, roof down spout connections, 6", 8", 12" HDPE piping and 15", 18" RCP piping.
- Includes electrical service work as 2 – 4" Primary Service conduits installed by open trench from point of service. (Transformer & Conductors by Utility Company).
- Includes dewatering for installation of site work as required.
- Includes final grade and clean up.
- Alternate #3 Site Concrete is included as the following:
 - Includes 4" sidewalks with thickened edge, ADA ramps with detectable warning surface, and 6" D-curb.

Division 32- Exterior Improvements

- Alternate #4 Landscaping Package is included as the following:
 - Includes full landscaping package as 30-gallon trees, bahia sod, pine bark mulch, shrubs, groundcovers, irrigation and misc. fertilizers/tree stakes as shown.

Division 33- Utilities

- Utilities are available at the site and are not included.

Division 34- Transportation

- Site is accessible. No transportation work is included.

Exhibit D – Schedule

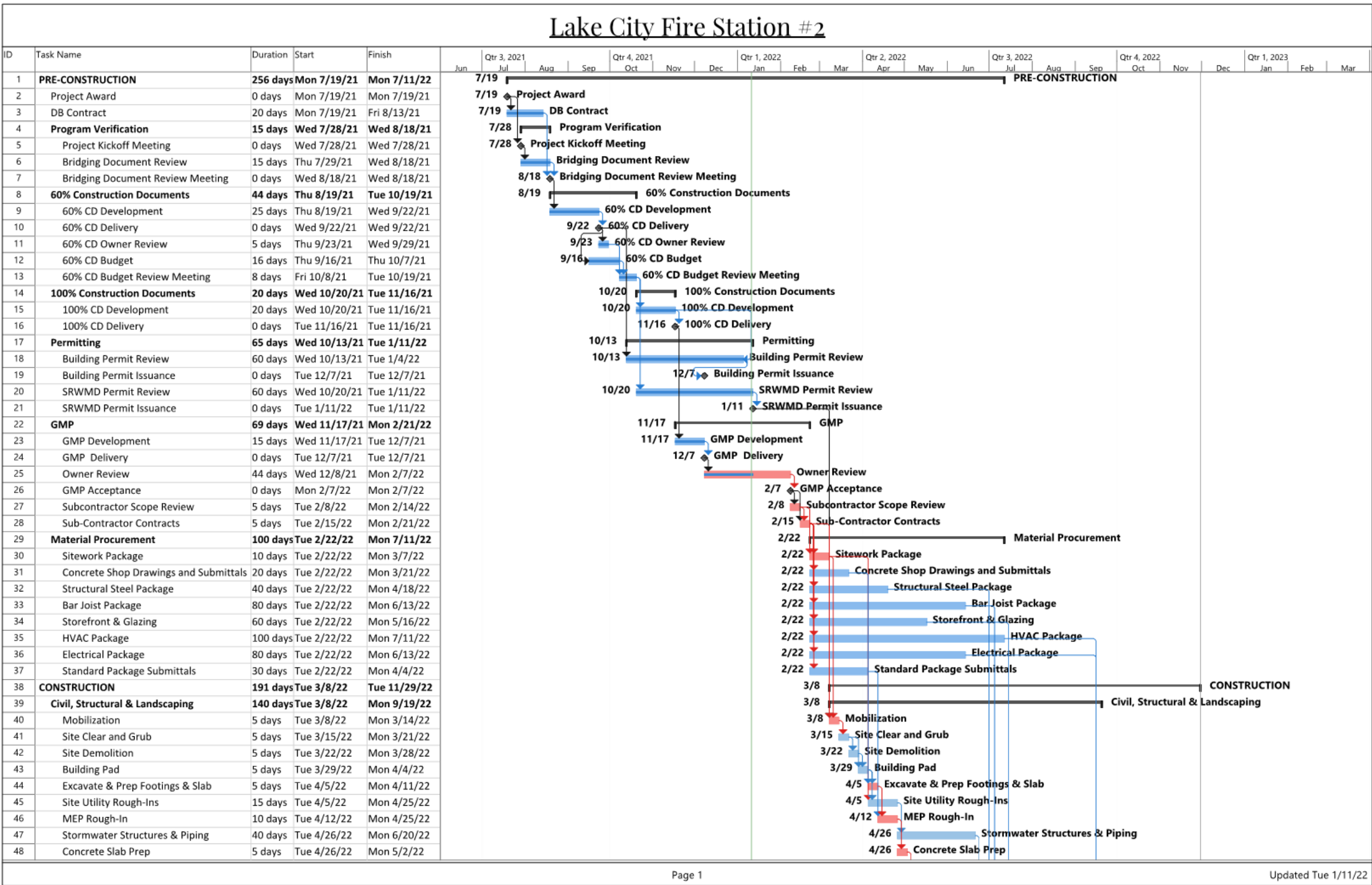


Exhibit D – Schedule

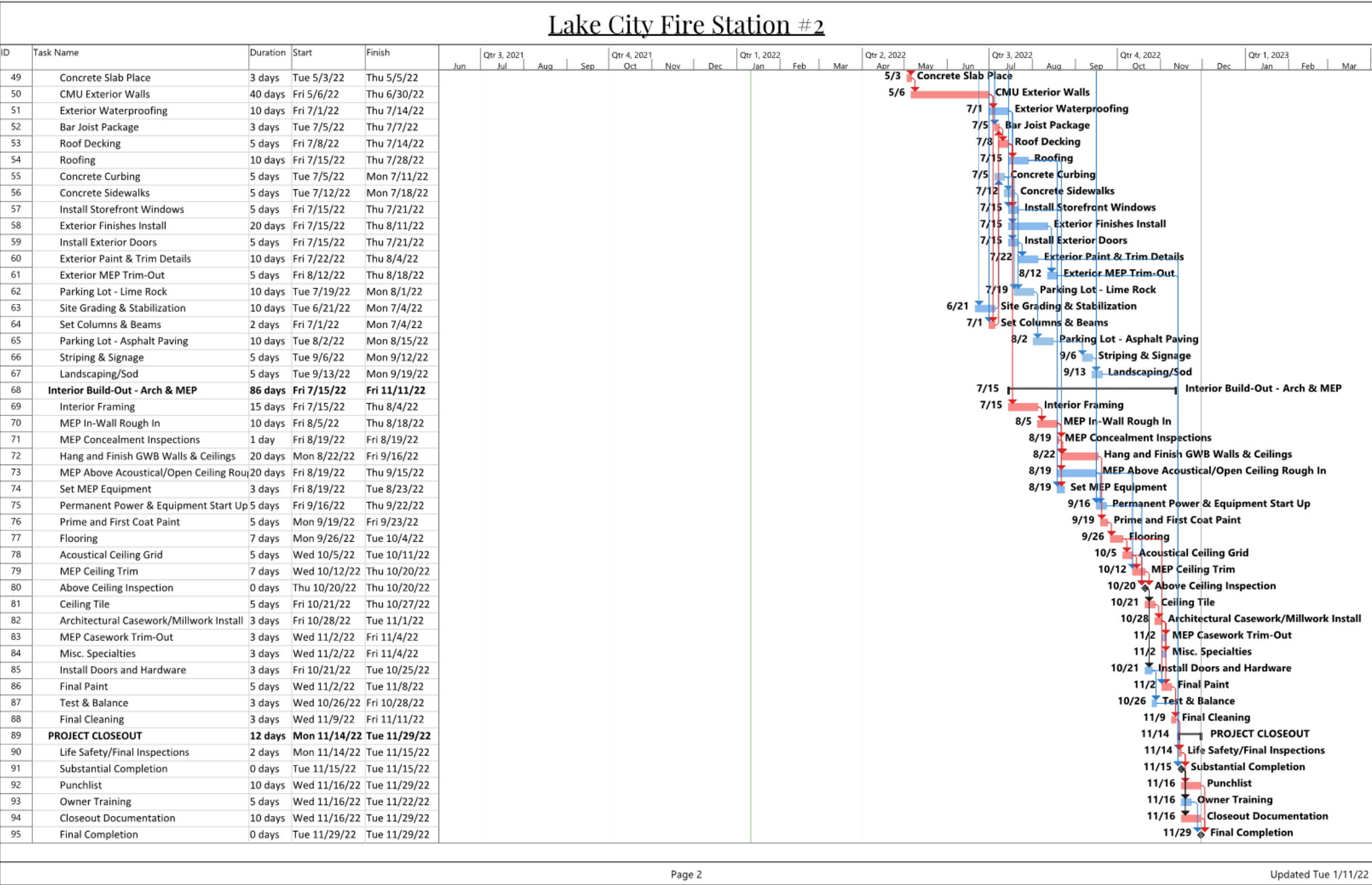


Exhibit E – Design Build Team

NAME	TITLE
Matthew Marino	Preconstruction Manager
Lee Hart	Estimator
John Hunnicutt	Project Manager
Brad Patterson	Senior Superintendent
Christina Santana	Assistant Project Manager
Cameron Davison	Superintendent
Tyler Springer	Admin Assistant
Tim Williams	Architect in Charge
Jason O'Brian	Architect
Taylor Owens	Architect
Andrew Mitchell	Engineer in Charge
Evelyn Dicks	Mechanical Engineer
Peter Rizov	Electrical Engineer
Andrew Mitchell	Plumbing Engineer

Exhibit F – 100% Construction Documents: Drawings

SHEET #	NAME	DATE
G000	Cover	11/16/2021
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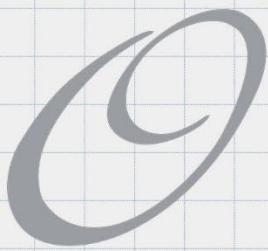
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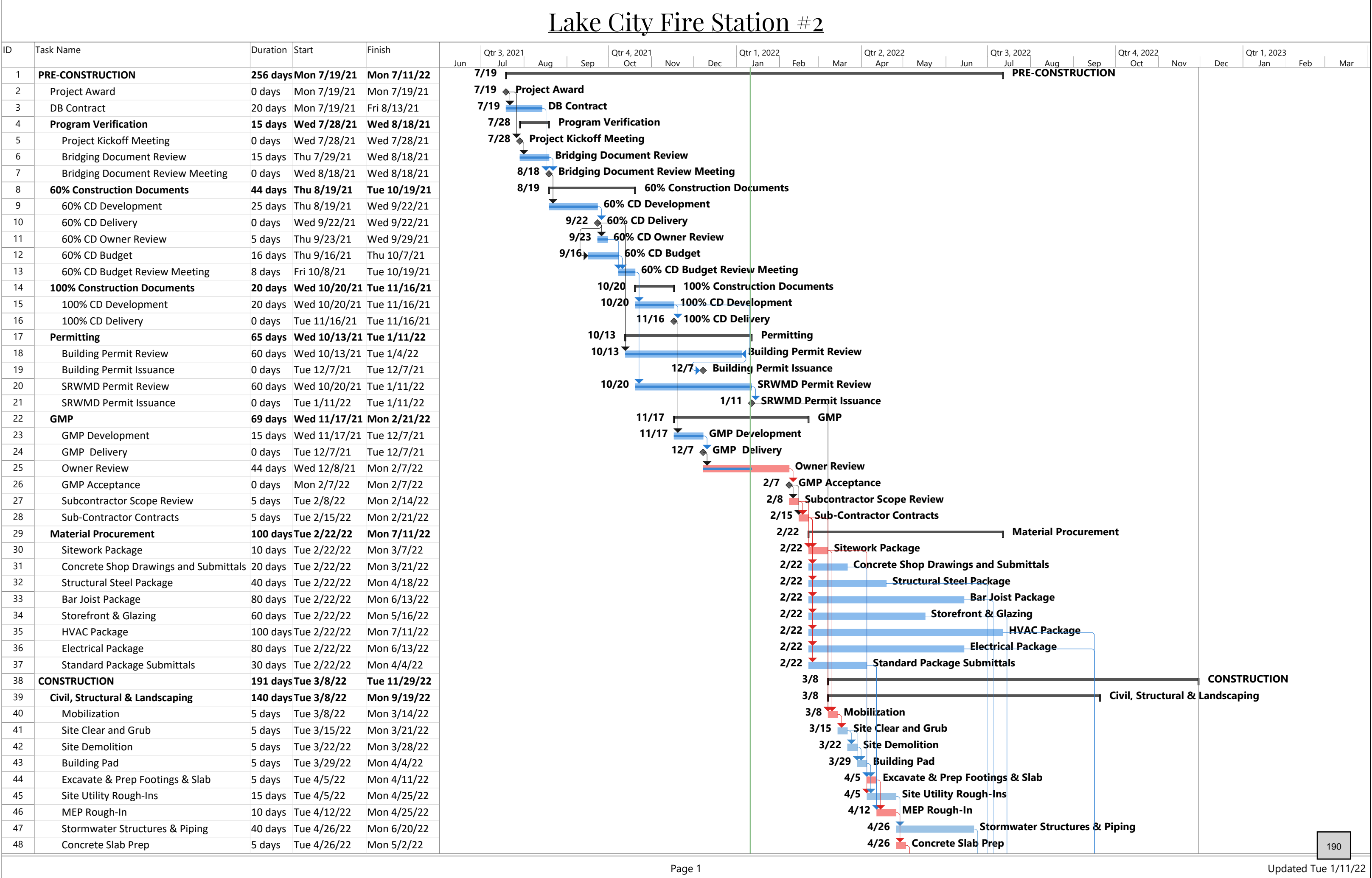


Gainesville Office:

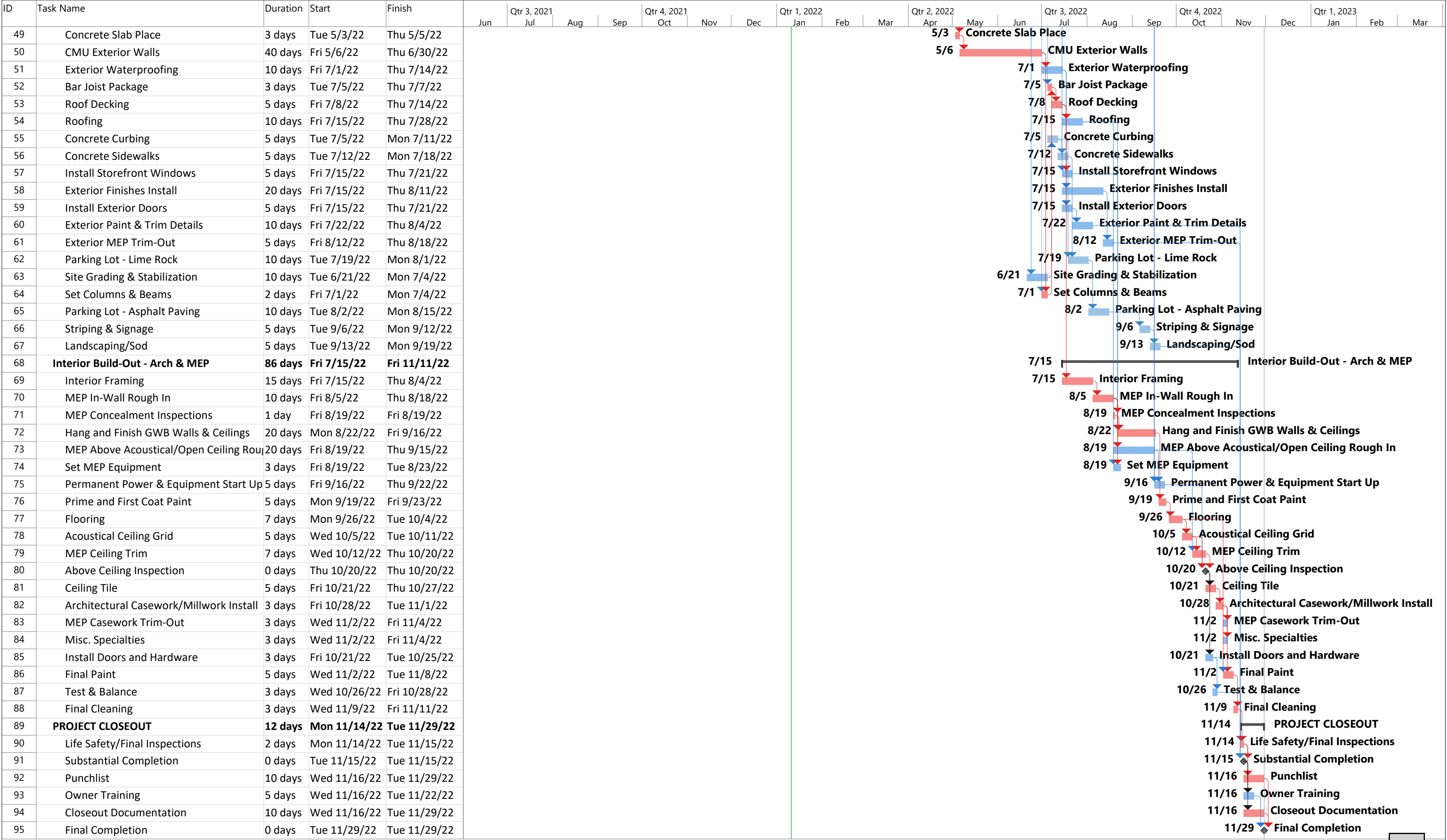
275 NW 137th Drive, Ste A
Jonesville, FL 32669

Orlando Office:

428 S. Dillard Street, Ste
Winter Garden, FL 34



Lake City Fire Station #2



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File Attachments for Item:

23. City Council Resolution No. 2022-012 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an Interlocal Agreement with Columbia County, Florida; providing for the engagement of the County's Building Official to act as the City's Building Official; providing for severability; providing for conflicts; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2022-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH COLUMBIA COUNTY, FLORIDA; PROVIDING FOR THE ENGAGEMENT OF THE COUNTY'S BUILDING OFFICIAL TO ACT AS THE CITY'S BUILDING OFFICIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") is in need of a qualified building official; and

WHEREAS, there is a recognized shortage of qualified building inspectors in the state of Florida; and

WHEREAS, Columbia County, Florida (hereinafter the "County"), employs a full-time building official who completes building inspections and otherwise fills the role of building official for the County; and

WHEREAS, to facilitate its building and permitting processes, the City desires to employ the County's building official to act as the City's building official; and

WHEREAS, the County is amenable to providing for the City's need for a building official; and

WHEREAS, the City Council finds that the engagement of the County's building official is in the best interests of the City; and

WHEREAS, the City and County desire to memorialize their respective responsibilities in the attached *Interlocal Agreement between Columbia County, Florida and the City of Lake City, Florida for Building Inspection Services* (hereinafter the "Interlocal 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 Mayor is authorized to execute the Interlocal Agreement.

Section 3. Severability. If any clause, section, or other part of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

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

Section 5. This resolution shall become effective immediately upon passage and adoption.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

**INTERLOCAL AGREEMENT BETWEEN COLUMBIA COUNTY, FLORIDA, AND
THE CITY OF LAKE CITY, FLORIDA FOR BUILDING INSPECTION SERVICES**

THIS INTERLOCAL AGREEMENT is entered into this ____ day of _____, 2022, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (hereinafter the “County”), and **THE CITY OF LAKE CITY, FLORIDA**, a body politic of the State of Florida, with a mailing address of 205 North Marion Street, Lake City, FL 32055 (hereinafter the “City”).

WHEREAS, the City has historically employed its own building official for the purpose of conducting building inspections pursuant to the Florida Building Code; and

WHEREAS, the City’s building official has recently resigned, and no other City employee is qualified to make the inspections required of a building official; and

WHEREAS, there is a recognized shortage of qualified building inspectors in the state of Florida; and

WHEREAS, the County employs a full-time building official who completes building inspections and otherwise fills the role of building official for the County; and

WHEREAS, to facilitate its building and permitting processes, the City desires to employ the County’s building official to act as the City’s building official; and

WHEREAS, the County is amenable to providing for the City’s need pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and on the terms and conditions set forth, the parties agree as follows:

1. RECITALS INCORPORATED.

The recitals above are true and correct and are incorporated herein by reference.

2. TERM.

This Agreement shall become effective upon the recording of this Agreement in the Official Records of Columbia County and shall continue in full force and effect until amended, canceled, or superseded. Either party may terminate this agreement, with or without cause, by providing the other with written notice at least one hundred eighty (180) days prior to the effective date of such termination.

3. OBLIGATIONS OF THE CITY

- a. The City shall direct all applicants for permits to the County.
- b. The City shall continue to utilize its own Board of Adjustment and Planning and Zoning Boards.

- c. The City, by this agreement, formally designates the County's building official as the City's building official. The City shall support the building official for so long as engaged pursuant to this agreement.
- d. The City shall hold as confidential any usernames or passwords provided to it by the County for purposes of accessing the County's case management systems.
- e. The City understands that it shall have access to the County's case management system as to City and County permits, and agrees to confine its use of the case management system to City purposes.

4. OBLIGATIONS OF THE COUNTY

- a. The County shall require its building official to provide building inspections for the City pursuant to the Florida Building Code. Inspections shall be provided for any permit issued by the City and requiring inspection pursuant to the Florida Building Code.
- b. The building official shall not be required to enforce or apply the City's jurisdictional land development regulations.
- c. The building official shall not be required to undergo any additional or specific training exceeding that necessary for the building official pursuant to the building official's licensure. In the event the building official is called upon by the City to perform any inspection that the building official believes to be beyond the scope of this Agreement, the building official shall so inform the City through the City's designee and shall thereafter be under no further obligation with respect to that inspection request.
- d. To facilitate permit applications, refer matters for inspection, and provide for monitoring, the County shall provide the City with access to the County's case management system for building inspections.

5. COMPENSATION.

The County shall collect as compensation for this Agreement one hundred percent (100%) of any building permit fees paid for which the building inspector provides inspection services. Permit fees for City permits shall be assessed at the City's rates.

6. AMENDMENT.

Either party that desires to amend this Agreement shall notify the other party in writing indicating the type of amendment desired and stating reasons for same. This Agreement may be amended only by mutual written agreement of the parties.

7. INDEMNIFICATION.

Each party agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this agreement. Nothing herein shall be construed as consent by an either party to be sued by third parties in any matter arising out of this agreement, or as a waiver of sovereign immunity by either party to which sovereign immunity applies.

8. NOTIFICATION.

Except as provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. Alternatively, the parties may provide notice via verified electronic mail to the parties' respective official government email addresses provided below. The parties' representatives are:

County: County Manager
david_kraus@columbiacountyfla.com
Post Office Box 1529
Lake City, Florida 32056-1529

City: City Manager
205 N. Marion Street
Lake City, Florida 32055

9. SEVERABILITY.

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

[Remainder of this page intentionally left blank.]

10. RECORDING OF AGREEMENT, EFFECTIVE DATE.

The County, upon execution of this Agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Columbia County, Florida. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Columbia County.

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

CITY OF LAKE CITY, FLORIDA

THE BOARD OF COUNTY
COMMISSIONERS FOR
COLUMBIA COUNTY, FLORIDA

Stephen M. Witt, Mayor

Rocky Ford, Chair

Attest:

Attest:

Audrey E. Sikes, City Clerk

James M. Swisher, Jr., Clerk of Courts

Approved as to Form:

Approved as to Form:

Fred Koberlein, Jr., City Attorney

Joel Foreman, County Attorney

File Attachments for Item:

24. City Council Resolution No. 2022-014 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Anderson Columbia Co., Inc., related to the pavement rehabilitation of Runway 5-23 at the Lake City Gateway Airport; providing for a contract price not to exceed \$1,237,438.72.00; providing for the execution of the contract; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2022-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A BID FROM ANDERSON COLUMBIA CO., INC., RELATED TO THE PAVEMENT REHABILITATION OF RUNWAY 5-23 AT THE LAKE CITY GATEWAY AIRPORT; PROVIDING FOR A CONTRACT PRICE NOT TO EXCEED \$1,237,438.72; PROVIDING FOR THE EXECUTION OF THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) requires the rehabilitation of Runway 5-23 at the Lake City Gateway Airport (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, the City retained Passero Associates LLC (hereinafter “Passero”) to manage the Project and Passero advertised ITB 001-2022, consisting of one base bid and additive bids, for the Project; and

WHEREAS, Anderson Columbia Co., Inc. (hereinafter “Anderson”) submitted a response to ITB 001-2022 and Passero conducted due diligence of the bidder; and

WHEREAS, Passero has recommended that Anderson be awarded the Base Bid, Bid Additive Alternate 1a, and Bid Additive No.2, together comprising the rehabilitation of runway 5-23; and

WHEREAS, the City Council finds that it is in the City’s best interest to award the contract to Anderson 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 Anderson Columbia Co., Inc.* (hereinafter the “Contract”) 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 incorporated herein and made a part of this Resolution.

Section 2. The Contract is awarded to Anderson 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 Anderson 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 Anderson 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 February 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND
ANDERSON COLUMBIA CO., INC.**

THIS CONTRACT made and entered into this ____ day of February 2022, 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 (hereinafter referred to as "City") and ANDERSON COLUMBIA CO., INC., with a principal address of 871 NW Guerdon Street, Lake City, Florida 32055 and a mailing address of Post Office Box 1829, Lake City, Florida 32056 (hereinafter referred to as "Contractor").

WHEREAS, the City requires the resurfacing, sealing, remarking and striping of runway 5-23 at the Lake City Gateway Airport; 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-001-2022) and the Contractor was selected as the lowest responsible bidder; and

WHEREAS, the City desires to enter into a contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

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

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, any official of the City, and any employee of the City, who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid, and its addendum (hereinafter collectively referred to as "ITB-001-2022" 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 Anderson Columbia Co., Inc., which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means professional services for the resurfacing, sealing, remarking, and striping of runway 5-23 at the Lake City Gateway Airport. Specifically, the services and responsibilities listed within the ITB.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which are 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 the Contractor to provide City with the services identified herein and within the ITB.

4. **Term of Contract:** The term of this Contract shall be as follows:

(a) Contractor shall execute this Contract within fifteen (15) days of receipt; and

(b) Contractor shall commence providing services as stated in the Notice to Proceed which shall not be less than five (5) nor more than fifteen (15) days after Contractor's receipt of the Notice to Proceed; and

(c) All services must be completed within sixty-five (65) calendar days after the commencement of the Project.

Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amount shown in Contractor's Bid which is one million two hundred thirty-seven thousand four hundred thirty-eight dollars and seventy-two cents (\$1,237,438.72) for the following services:

Base Bid:	\$835,028.94
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Bid Additive Alternate 1A:	\$294,315.28
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Bid Additive Alternate 1B:	\$108,094.50
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The Contractor shall submit periodic invoices to the City upon completion and

acceptance of work. Payment to the Contractor will be made in accordance with F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the invoice, assuming there are no contested amounts with the invoice. Payment of invoices shall be contingent upon appropriation of funds by the federal, state, or local government and receipt thereof by the City.

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 coverage as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products, and completed operations; and

(b) Public liability insurance providing for a limit of not less than \$2,000,000.00 single limit, for bodily injury and property damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence; and

(c) Protective public liability insurance provided by subcontractors for a limit of not less than \$3,000,000.00 single limit, for bodily injury and property damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence; and

(d) Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits of not less than

\$1,000,000.00 per person and \$3,000,000.00 per occurrence for bodily injuries and \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for property damages; and

(e) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

(f) 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 the 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 the 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 the 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 government 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 the Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services and Liquidated Damanges:** 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 sixty-five (65) 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 governmental 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 describes 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 is 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 the 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-001-2022) 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 the City and Contractor that the effective date is that date first written above.

[Remainder of this page intentionally left blank.]

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:

ANDERSON COLUMBIA CO., INC.

By: _____
Brian Schreiber,
Director and Secretary

By: _____
Tony Williams, Vice-President

PERFORMANCE BOND**BOND NUMBER**

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

SURETY (Legal Name and Business Address)

CONTRACT NO/CONTRACT DATE

PENAL SUM OF BOND (Expressed in words and numerals)

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto **City of Lake City, 205 N Marion Avenue, Lake City, FL 32055**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **RUNWAY 5-23 PAVEMENT REHABILITATION**

Project Location: **Lake City Gateway Airport (LCQ)**

thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated bids from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S

concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

- d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

SIGNATURES ON NEXT PAGE

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Corporate Seal)

Corporate Name: _____

Signature: _____

Name and Title: _____

SURETY:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

Surety Name: _____

Signature: _____

Name and Title: _____

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

PAYMENT BOND

PRINCIPAL (Legal Name and Business Address)

SURETY (Legal Name and Business Address)

PENAL SUM OF BOND (Expressed in words and numerals)

BOND NUMBER

STATE OF CORPORATION

CONTRACT NO. / CONTRACT DATE

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto **City of Lake City, 205 N Marion Avenue, Lake City, FL 32055**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **RUNWAY 5-23 PAVEMENT REHABILITATION**

Project Location: **Lake City Gateway Airport (LCQ)**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of

3. any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
4. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

SIGNATURES ON NEXT PAGE

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)
Attorney)

(Attach Power of

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

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

NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF COLUMBIA

THIS CONTRACT AWARD made this _____ day of _____, 20____,

by the **City of Lake City, Florida**, hereinafter called the OWNER, to Anderson Columbia Co., Inc., hereinafter called the CONTRACTOR, is for the completion of a certain project described as:

RUNWAY 5-23 PAVEMENT REHABILITATION

FDOT FIN Project No. 438011-1

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared by:

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

The project consists of the Proposal, dated _____, 20____, plus the following Additives, if applicable: N/A

The consideration to be paid by the Owner to the Contractor for completion of the project in accordance with the contract documents is the sum of:

\$one million two hundred thirty-seven thousand four hundred thirty-eight dollars and seventy-two cents

(Amount in Written Words)

(\$1,237,438.72)

(Amount in Numerals)

Commencement of work under this contract shall begin not less than five (5) nor more than fifteen (15) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be fully completed on or before **ninety-five (95) calendar days** after that specified date unless otherwise subsequently agreed.

SIGNATURES ON THE NEXT PAGE

OWNER:

By: City of Lake City, Florida
Name

Signature

Printed Name

Title

Acknowledgement of Receipt of Contract Award by Contractor:

Anderson Columbia Co., Inc.
Name

Signature

Printed Name

Title

Date

File Attachments for Item:

25. City Council Resolution No. 2022-015 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the First Amendment to Agreement Number LPR0016; providing for an extension to the contract end date; and providing for an effective date.

MEETING DATE
February 7, 2022

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Amendment One to FDEP Agreement No. LPR0016

DEPT / OFFICE: Utility Administration

Originator: Paul Dyal		
Interim City Manager: Paul Dyal	Department Director: Paul Dyal	Date: 1-26-2022
Recommended Action: City Council consideration to approve amendment one (1) to the agreement LPR0016 between the Department of Environmental Protection (DEP), an agency of the State of Florida, and the City of Lake City.		
Summary Explanation & Background: DEP entered into the Agreement with the City of Lake City for Public Access Reuse/Chlorine Contact Chamber Upgrades, effective March 10, 2021. An extension of the Agreement is needed because of necessary modifications to the project and delays in materials. The City is currently working on another project, the Ichetucknee Quality and Quantity Enhancement Project, which will convert our existing pumped effluent disposal system to a gravity flow system and increase the recharge capacity of the City's constructed treatment wetlands. These include additional modifications to the PAR system, which will allow the City to send chlorinated effluent to the treatment wetlands in compliance with proposed FDEP requirements. The additional changes to the PAR system as well as material delays have extended the project schedule beyond the original timeline.		
Alternatives: None		
Source of Funds: FDEP Grant Funds		
Financial Impact: None		
Exhibits Attached: 1) FDEP Amendment Agreement		

CITY COUNCIL RESOLUTION NO. 2022-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO AGREEMENT NUMBER LPR0016; PROVIDING FOR AN EXTENSION TO THE CONTRACT END DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 10, 2021, the City of Lake City, Florida (hereinafter the “City”) and the State of Florida, Department of Environmental Protection (hereinafter “FDEP”), entered into a *State of Florida Department of Environmental Protection Standard Grant Agreement LPR0016* (hereinafter the “Agreement”) pursuant to City Council Resolution No. 2021-033; and

WHEREAS, the City administration and FDEP have determined that an amendment to the Agreement that affords an extension of the contract to a new expiration date of May 31, 2021, is necessary; and

WHEREAS, the City Council finds it to be in the best interests of the City to amend the Agreement by executing the *Amendment No. 1 to Agreement No. LPR0016 Between Florida Department of Environmental Protection and City of Lake City* (hereinafter the “Amendment One”), a copy of which is attached hereto as “Exhibit A”.

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

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

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

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Amendment One as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Amendment One in the

name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and FDEP shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council on this _____ day of February 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

EXHIBIT A

**AMENDMENT NO. 1
TO AGREEMENT NO. LPR0016
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF LAKE CITY**

This Amendment to Agreement No. LPR0016 (Agreement), is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Lake City (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Lake City Public Access Reuse/Chlorine Contact Chamber Upgrades (Project), effective March 10, 2021; and,

WHEREAS, an extension of the Agreement is needed because of necessary modifications to the project and delays in materials; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until May 31, 2023. The reimbursement period for this Agreement begins on November 20, 2020 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. **Attachment 3, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-1, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-1, Revised Grant Work Plan**.
3. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF LAKE CITY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Stephen M. Witt, Mayor

By: _____
Angela Knecht, Director

Date: _____

Date: _____

Sarah Louissaint, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type Attachment	Letter/ Number 3-1	Description (include number of pages) Revised Grant Work Plan (3 Pages)
----------------------------	--------------------------	--

ATTACHMENT 3-1 REVISED GRANT WORK PLAN

PROJECT TITLE: Lake City Public Access Reuse/Chlorine Contact Chamber Upgrades

PROJECT LOCATION: The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.131, -82.682). See Figure 1 for a site map.

PROJECT BACKGROUND: The City of Lake City's (Grantee) public access reuse (PAR) system is currently offline. The PAR system was designed with the chlorine contact chamber (CCC) within the 1.5 million-gallon reclaimed water storage tank. However, the Grantee's Utility Department only runs one shift of workers per day and cannot run the PAR system without staff present. When the PAR system is offline for 16 hours the chlorine residuals drop too low and, due to the specific design of the system, the entire storage tank must be emptied and refilled to re-chlorinate the reclaimed water.

PROJECT DESCRIPTION: This project will move the CCC from within the storage tank to its own free-standing unit, allowing for recirculation and quicker re-chlorination of reclaimed water to provide consistent availability to the Grantee's customers, and to add remote monitoring software to the PAR system so it can be monitored and produce reclaimed water 24 hours a day, 7 days a week.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the PAR system CCC upgrades and installation of the remote monitoring system.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 2: Project Management

Deliverables: The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Construction

Deliverables: The Grantee will construct the PAR system CCC upgrades and install a remote monitoring system in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

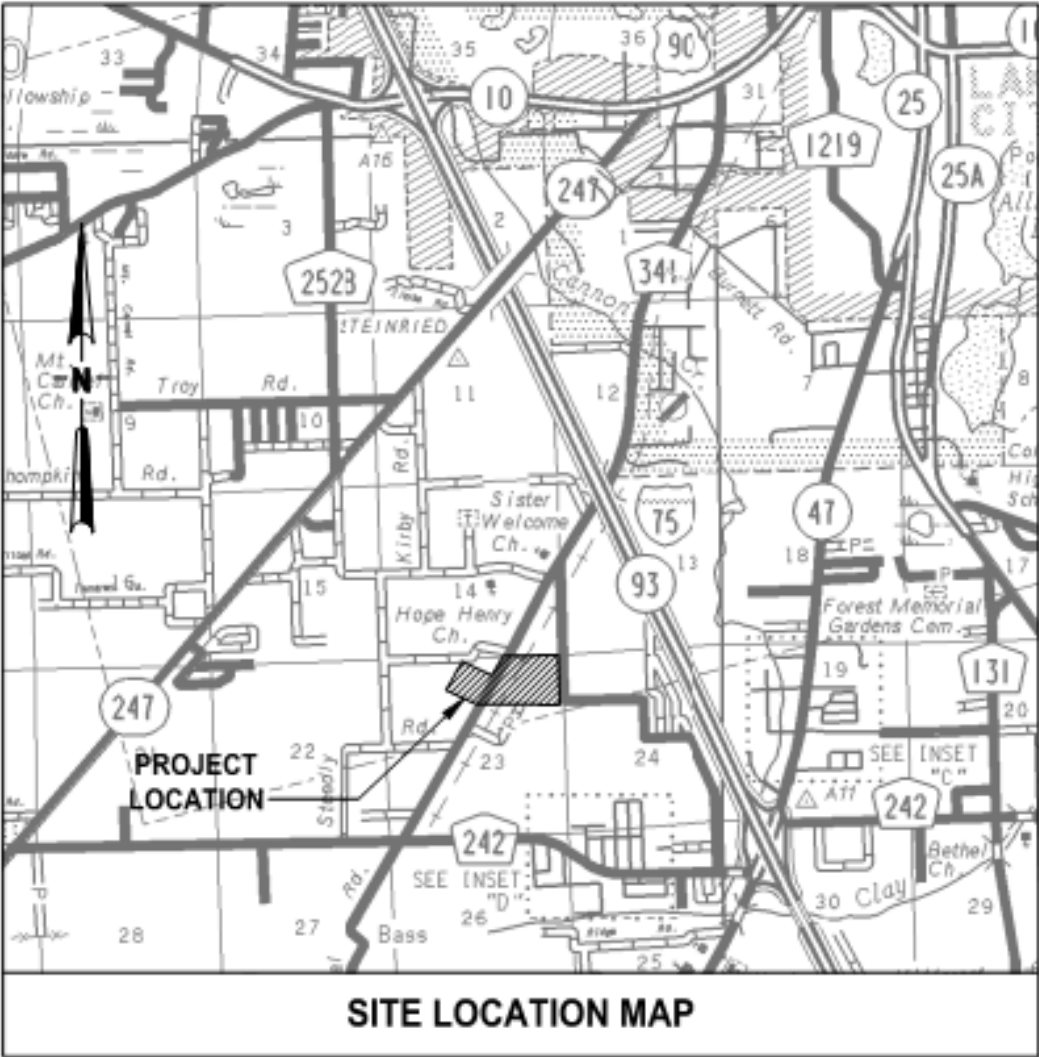
PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Bidding and Contractor Selection	Contractual Services	\$10,000	11/20/2020	11/30/2022
2	Project Management	Contractual Services	\$40,000	11/20/2020	11/30/2022
3	Construction	Contractual Services	\$950,000	11/20/2020	11/30/2022
Total:			\$1,000,000		

Note that, per Section 8.h. of Attachment 1, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1: Location Map



File Attachments for Item:

26. City Council Resolution No. 2022-016 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an application to the Florida Department of Transportation; providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$25,000.00 for a strategic traffic enforcement program including occupant protection; and providing for an effective date.

Meeting Date
2-7-22

City of Lake City

Report to Council

AGENDA	
Section	
Item No.	

SUBJECT: Application for Highway Traffic Safety Funds FY22

Project #OP-2022-00101

DEPT. / OFFICE: Lake City Police Department

Originator:

Interim Police Chief Gerald Butler

City Manager

Paul Dyal, Interim City Manager

Department Director

Interim Police Chief Gerald Butler

Date

1-26-22

Recommended Action:

Approve request for the Police Department to apply for a pre-approved Grant from the Florida Department of Transportation Subgrant for Highway Traffic Safety Funds in the amount of \$25,000.00 for Strategic Traffic Enforcement Program (STEP)- Occupant Protection, and then accept and spend those funds.

Summary Explanation & Background:

Grant will be used to fund overtime for officers doing enforcement of seat belts and child restraints.

Approximate Cost Breakdown: Overtime Salary and Benefits \$25,000.00

TOTAL GRANT AMOUNT: \$25,000.00

Alternatives:

Source of Funds:

Grant

Financial Impact:

None-covered by Grant

Grant amount \$25,000.00

Exhibits Attached:

Florida Department of Transportation Subgrant for Highway Safety Funds, including Narrative.

CITY COUNCIL RESOLUTION NO. 2022-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR THE ACCEPTANCE OF A PRE-APPROVED GRANT OF HIGHWAY TRAFFIC SAFETY FUNDS IN THE AMOUNT OF \$25,000.00 FOR A STRATEGIC TRAFFIC ENFORCEMENT PROGRAM INCLUDING OCCUPANT PROTECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) currently serves a large population of transient drivers as traffic enters the City via several large traffic corridors; and

WHEREAS, the Florida Department of Transportation (hereinafter the “FDOT”) funds a subgrant that will allow the City to better provide for the safety of not only those visitors driving through the community, but also those who live and work in the City and must share the roadways with the higher traffic levels; and

WHEREAS, the City of Lake City Police Department (hereinafter “LCPD”) has determined a need to fund overtime for officers doing enforcement of seatbelts and child restraints; and

WHEREAS, the City is pre-approved towards the FDOT subgrant and the LCPD recommends application of the FDOT subgrant; and

WHEREAS, the City Council finds it necessary to submit an application for the pre-approved Subgrant for Highway Traffic Safety Funds (hereinafter the “Subgrant”) through the FDOT to facilitate the countermeasures necessary; and

WHEREAS, the City Council finds that it is in the best interests of the City and its citizens to authorize the execution of an application for the Subgrant.

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 directs the Mayor and city administration to sign all necessary certifications of the Subgrant for Highway Traffic Safety Funds.

Section 3. The City Council directs the Mayor or the city administration to execute and submit the Subgrant for Highway Traffic Safety Funds application to the Florida Department of Transportation for state approval.

Section 4. The City Council authorizes the Mayor or the city administration to submit additional information in a timely manner as may be required by the Florida Department of Transportation application, award agreement, or other State or Federal request related to said application and award agreement.

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

File Attachments for Item:

27. City Council Resolution No. 2022-017 - A resolution of the City Council of the City of Lake City, Florida, authorizing the Lake City Police Department to enter a Memorandum of Understanding with Learning for Life, a foreign non-profit corporation, which operates and maintains the program known as "Exploring Youth Protection" Training.

CITY COUNCIL RESOLUTION NO. 2022-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE LAKE CITY POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LEARNING FOR LIFE, A FOREIGN NON-PROFIT CORPORATION, WHICH OPERATES AND MAINTAINS THE PROGRAM KNOWN AS “EXPLORING YOUTH PROTECTION” TRAINING.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) by and through its Lake City Police Department (hereinafter the “LCPD”), previously determined it to be in the City’s best interests to enter into a Memorandum of Understanding (hereinafter the “MOU”) with Learning for Life, which operates and maintains a program known as Exploring Youth Protection training (hereinafter “Exploring”); and

WHEREAS, the City finds it to be in the City’s best interests to renew its MOU with Learning for Life, a copy of which is attached hereto and made a part of this resolution.

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

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

Section 2. The City, by and through the LCPD and Mayor, is hereby authorized to renew the MOU with Exploring.

[Remainder of page left blank intentionally.]

Section 3. The Mayor and Chief of Police are authorized to execute the MOU for and on behalf of the City.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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



Check One:

Explorer Club ☐ Explorer Post ☐

Renewal Post/Club No. _____

Council _____ District _____

Annual Memorandum of Understanding

_____ has read and understands the following conditions for participating in this program operated and maintained by Learning for Life, a District of Columbia nonprofit corporation ("Learning for Life"), and desires to enter into this agreement regarding participation in this program. The responsibilities of the organization include:

Explorer Clubs only:

- Screening and selecting at least two adults, including a sponsor and associate sponsor, to work directly with the Explorer Club participants.

Explorer Posts only:

- Screening and selecting at least four adults, including committee chairman, two committee members, and an advisor, who will work directly with the post officers.

Explorer Clubs and Explorer Posts:

- Ensuring that all participating adults complete the required Exploring Youth Protection training. The training is available at www.exploring.org.
- Providing adequate facilities for the participants to meet on a regular schedule with a time and place reserved.
- Participating in a program planning meeting and Open House.
- Participating in at least one evaluation with Learning for Life representatives each year.

Note: Adults may serve in multiple posts and clubs.

Exploring is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders; program resources; and primary general liability insurance to cover the participating organization, its board of directors and/or trustees, and its officers and employees in their official and individual capacities against personal liability judgments arising from official Learning for Life activities.

This Annual Memorandum of Understanding shall remain in effect through the registration expiration of the post or club. Either organization may discontinue the program at any time upon written notice to the other organization.

Date: _____

Signature of executive officer or designee

Signature of Exploring representative

(Print name)

(Print name)

File Attachments for Item:

28. City Council Resolution No. 2022-018 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an Interlocal Agreement with Columbia County, Florida; providing for the donation of parcels of real property commonly known as "Richardson Community Center"; providing for severability; providing for conflicts; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2022-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH COLUMBIA COUNTY, FLORIDA; PROVIDING FOR THE DONATION OF PARCELS OF REAL PROPERTY COMMONLY KNOWN AS “RICHARDSON COMMUNITY CENTER”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) holds title to real property commonly known as “Richardson Community Center”; and

WHEREAS, there is an outstanding Community Development Block Grant application authorized by City of Lake City Resolution No. 2021-152 (hereinafter the “CDBG”), the terms of which, if awarded, require the City to hold title to the Richardson Community Center property; and

WHEREAS, Columbia County, Florida (hereinafter the “County”), desires to receive title to Richardson Community Center to further improve and preserve the property for public and governmental purposes; and

WHEREAS, the City is desirous of conveying title to the Richardson Community Center to the County so long as the property is held in perpetuity to be improved and preserved for public and governmental purposes; and

WHEREAS, the City and County desire to formalize their agreement that upon the close out of the CDBG, or any other circumstance relieving the City of its obligation to own the property, the City will donate and convey the Richardson Community Center property to the County; and

WHEREAS, the City and County desire to memorialize their respective responsibilities in the attached *Interlocal Agreement between the City of Lake City, Florida and Columbia County, Florida for the Donation of Real Property* (hereinafter the “Interlocal 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 Mayor is authorized to execute the Interlocal Agreement.

Section 3. Severability. If any clause, section, or other part of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

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

Section 5. This resolution shall become effective immediately upon passage and adoption.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND
COLUMBIA COUNTY, FLORIDA FOR THE DONATION OF REAL PROPERTY**

THIS AGREEMENT for the donation of parcels of real property is entered into this ____ day of _____, 2022, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, with a mailing address of Post Office Box 1529, Lake City, Florida 32056-1529, (hereinafter the “County”), and **THE CITY OF LAKE CITY**, a body politic of the State of Florida, with a mailing address of 205 North Marion Street, Lake City, FL 32055 (hereinafter the “City”).

RECITALS

WHEREAS, the City currently holds title to real property commonly known as “Richardson Community Center”, more particularly described herein; and

WHEREAS, the County has historically held a leasehold interest in this real property and houses its recreation department within the improvements thereon; and

WHEREAS, there is an outstanding Community Development Block Grant application authorized by City of Lake City Resolution No. 2021-152 (the “CDBG”), the terms of which, if awarded, require the City to hold title to the Richardson Community Center property; and

WHEREAS, the County desires to hold title to Richardson Community Center to further improve and preserve the property for public and governmental purposes, and the City is desirous of the County holding title so long as the same is held in perpetuity to be improved and preserved for public and governmental purposes; and

WHEREAS, the parties wish to formalize their agreement that upon the close out of the CDBG, or any other circumstance relieving the City of its obligation to hold title to the property, the City will donate the same to the County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions provided herein, the County and City agree as follows:

1. **Recitals Incorporated.** The recitals above are true and correct and incorporated herein by reference.

2. **Purpose of the Agreement.** The purpose of this Agreement is to establish and memorialize an agreement between the City and County for the City to donate parcels of land as described on Exhibit “A” (the “property”) to the County for

perpetual preservation and use by the County for recognized public purposes.

3. **Obligations of City.** Upon the release of the property from the obligations imposed upon the City pursuant to the CDBG the City will gift and convey to the County via a deed or deeds satisfactory to the City and County all of the City's interest in the property, subject to reverter in favor of the City as provided by this Agreement.

4. **Obligations of County.**

- a. Upon taking title to the property, the County shall keep and preserve the Richardson Community Center for public and governmental uses, and shall ensure all improvements to the property are in keeping with such purposes.
- b. In the event the County should ever cease using the property for public or governmental purposes, or permit any other use, then the interest conveyed by the City to the County pursuant to this Agreement shall revert.
- c. In the event the County should ever surplus or attempt to convey the property to any third party for any reason, then the interest conveyed by the City to the County pursuant to this Agreement shall revert.

5. **Controlling Law.** This Agreement is to be governed by the laws of the State of Florida and sole and exclusive venue for any legal action shall be the state courts of Columbia County, Florida. Each party waives its right to any other venue.

6. **Amendment.** This Agreement constitutes the entire agreement between the County and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented or amended only by a written document executed by both the County and City.

7. **Termination.** This Agreement shall terminate automatically upon the recording of the respective conveyance documents in the Official Records of Columbia County, Florida.

8. **Non-assignability.** Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party.

9. **Notices.** Any and all communications required hereunder shall be provided in writing to the other party and deemed to have been duly served on the other party when provided by hand delivery, with receipt therefore, or by registered mail posted prior to any deadline with return receipt requested.

To the City: City of Lake City
c/o Mayor Stephen Witt
205 North Marion Avenue
Lake City, Florida 32055

To the County: Columbia County, Florida
c/o County Manager, David Kraus
Post Office Box 1529
Lake City, Florida 32056

10. **Severability**. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF THIS AGREEMENT has been executed by the parties' respective authorized representatives as of the day and year first above written.

CITY OF LAKE CITY

COLUMBIA COUNTY, FLORIDA

Stephen M. Witt, Mayor

Robbie Hollingsworth, Chair

Attest:

Attest:

Audrey E. Sikes, City Clerk

James M. Swisher, Jr, Clerk

Approved as to Form:

Approved as to Form:

Fred Koberlein, City Attorney

Joel Foreman, County Attorney

File Attachments for Item:

29. City Council Resolution No. 2022-019 - A resolution of the City Council of the City of Lake City, Florida, appointing Paul Dyal as the Land Development Regulations Administrator; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2022-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING PAUL DYAL AS THE LAND DEVELOPMENT REGULATIONS ADMINISTRATOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) is experiencing a vacancy in the position of land development regulations administrator; and

WHEREAS, the position of land development regulations administrator is expected to be filled in the near future by the recent hiring of an individual; and

WHEREAS, the City Council finds a need to appoint an interim land development regulations administrator until the anticipated permanent land development regulations administrator begins employment with the City; and

WHEREAS, the City Council finds the need to appoint Paul Dyal to serve as the land development regulations administrator effective immediately and until further notice.

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. That Paul Dyal is appointed to serve as the land development regulations administrator.

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

PASSED AND ADOPTED at a meeting of the City Council this ___ day of February 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

File Attachments for Item:

30. Discussion and Possible Action - Police Officers Pension Board Appointee (Mayor Stephen Witt)

On January 18, 2022 David Adel resigned from the Police Officers Pension Board. The Board now has a council appointed member vacancy.

DAVID ADEL

620 SW Grandview Street
Lake City FL 32025

January 13, 2022

Paul Dyal, Interim City Manager
City of Lake City
205 North Marion Avenue
Lake City FL 32055

Paul
1-18-22
Received

Dear Mr. Dyal:

Please accept this letter as notice of my immediate resignation from the Police Officers' Pension Board.

I would like to thank the City for the opportunity to have served in this capacity for several years.

Sincerely,



David Adel

DA/st

Cc: Lt. Andy Miles