
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

June 01, 2026 at 6:00 PM

Venue: City Hall

AGENDA

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 on our YouTube channel. YouTube channel information is located at the end of this agenda.

Events Prior to Meeting - 5:00 PM Closed and Exempt Session pursuant to FS 447.605(1)

Pledge of Allegiance

Invocation - Mayor Noah Walker

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.

Failure to abide by the rules of decorum will result in removal from the meeting.

Approval of Agenda

Proclamations/Awards/Recognitions - None

Public Participation - Persons Wishing to Address Council

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

Approval of Consent Agenda

- [1.](#) Minutes - April 20, 2026 Regular Session
- [2.](#) Minutes - May 18, 2026 Workshop
- [3.](#) City Council Resolution No. 2026-058 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and GML Coatings, LLC, A Florida Limited Liability Company, for sanitary sewer, stormwater, line, and manhole rehabilitation services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [4.](#) City Council Resolution No. 2026-060 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and SGS Contracting Services, Inc., a Florida Corporation, for underground utility services at the Saint Margarets Waste Water Treatment Facility; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [5.](#) City Council Resolution No. 2026-065 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the Suwannee River Economic Council, Inc., regarding the purchase of natural gas services from the City on behalf of households eligible for the Low-Income Household Energy Assistance Program; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Presentations

6. Presentation from Columbia County concerning proposed Municipal Services Taxing Unit (MSTU) and valorem taxes for countywide law enforcement services provided by the sheriff and for countywide ambulance service. (County Management)

Quasi-Judicial Hearings - None**Old Business - None****New Business**Ordinances

- [7.](#) City Council Ordinance No. 2026-2371 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-04, submitted by Ring Power Corporation, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located on SW Ring Court)

Adopt City Council Ordinance No. 2026-2371 on first reading

- [8.](#) City Council Ordinance No. 2026-2375 (first reading) - An ordinance of the City of Lake City, Florida, requesting and consenting to the inclusion of all the City of Lake City, Florida, within the Columbia County Law Enforcement Municipal Service Taxing Unit to fund law enforcement and corrections services, facilities, and programs; providing for annual renewal of such request and consent; providing for severability; and providing an effective date.

Adopt City Council Ordinance No. 2026-2375 on first reading

- [9.](#) City Council Ordinance No. 2026-2376 (first reading) - An ordinance of the City of Lake City, Florida, requesting and consenting to the inclusion of all of the City of Lake City within the Columbia County Emergency Medical Services Municipal Service Taxing Unit to fund emergency medical services, facilities, and programs; providing for annual renewal of such request and consent; providing for severability; and providing for an effective date.

Adopt City Council Ordinance No. 2026-2376 on first reading

Resolutions - None

Other Items

- [10.](#) Update: Young's Park Improvement Plan Cost (Procurement Director Brenda Karr)
- [11.](#) Discussion and Possible Action: Richardson Summer Camp Registration Funding (Vice Mayor Chevella Young)
- [12.](#) Fire Pension Board Trustee Resignation - David Brewer, Council Appointed Trustee

Trustees on Fire Pension Board: Adam Brannon (Plan Member Appointed Trustee), Daniel Dohrn (Plan Member Appointed Trustee), Alfred Torrans (Fifth Member Trustee), Lisa Morris (Council Appointed Trustee)

13. Discussion and Possible Action - Consideration of the following dates for Budget Workshops

August 4, 2026, Tuesday 5:00 PM - Budget, Capital Projects, utilizing GFOA (Government Finance Officers Association) budgeting format (Nicholas Narducci, NJN Consulting)

August 5, 2026, Wednesday 5:00 PM - Workshop - General, CRA, Fire, Airport, Debt Service Funds

August 6, 2026, Thursday 5:00 PM - Workshop - Utility Funds

Departmental Administration

- [14.](#) Discussion and Possible Action: Create an Intern Administrative Assistant Position to work in the Community Programs Department (Assistant City Manager Dee Johnson)

Comments by:

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

Comments by Council Members

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

Adjournment

UPCOMING DATES OF INTEREST

City Night at the Woods - Thursday, June 18, 2026, 6:30 PM until 9:30 PM at The Woods

Independence Day Celebration - Saturday, July 4, 2026, 5:00 PM at the Columbia County Fairgrounds hosted by the City of Lake City and Board of County Commissioners

YouTube Information

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

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

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

File Attachments for Item:

1. Minutes - April 20, 2026 Regular Session

MINUTES
CITY OF LAKE CITY
City Council Regular Session
April 20, 2026
6:00 PM at City Hall

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 on our YouTube channel. YouTube channel information is located at the end of this agenda.

Pledge of Allegiance

Invocation - Vice Mayor Chevella Young

Roll Call

Mayor/Council Member
City Council

Noah Walker
Chevella Young
Ricky Jernigan
James Carter
Tammy Harris
Clay Martin
Don Rosenthal
Chief Gerald Butler
Audrey Sikes

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

Approval of Agenda

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

Proclamations/Awards/Recognitions

1. Recognize Recipients of Awards at Annual Employee Luncheon:

Employee of the Year - Police Detective Richard Poteat

Supervisor of the Year - Fire Chief Josh Wehinger

Achievement - Keith Richardson, Natural Gas Supervisor

Dedication - Luther Milton, Crew Leader, Public Works

Mayor Walker recognized the awards recipients.

2. National Student Leadership Week - April 24-30, 2026

Mayor Walker presented the proclamation to Beau Beachamp on behalf of Our Community Cares Coalition, who informed members of upcoming events the coalition was hosting.

Public Participation - Persons Wishing to Address Council

- Olga Allgary
- Sylvester Warren
- Renee Decker

Approval of Consent Agenda

3. Minutes - February 17, 2026 Regular Session
4. Minutes - April 6, 2026 Council Workshop
5. City Council Resolution No. 2026-044 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the State of Florida Department of Environmental Protection for administration of Federal Grant Funds; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
6. City Council Resolution No. 2026-047 - A resolution of the City of Lake City, Florida, approving that certain interagency agreement between the City of Lake City and the United States Department of Veterans Affairs Police, Lake City District concerning criminal justice information exchange and computer usage; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Chief of Police of the Lake City Police Department to join the Mayor in executing said agreement; repealing all prior resolutions in conflict; and providing an effective date.
7. City Council Resolution No. 2026-048 - A resolution of the City of Lake City, Florida, approving an amendment extending that certain annual aviation fuel agreement between the City and Eastern Aviation Fuels, Inc., a North Carolina Corporation DBA Titan Aviation Fuels; making certain findings of fact in support of the City approving said amendment; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said amendment; repealing all prior resolutions in conflict; and providing an effective date.
8. City Council Resolution No. 2026-050 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 009-2026 for the installation of directional boring under SR-247 and SW Leisure Drive awarding said bid to Badger Drilling, LLC, a Florida Limited Liability Company; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Mr. Carter made a motion to approve the consent agenda as presented. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	Aye
Ms. Harris	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Walker	Aye

Presentations

9. City Parks Improvement Plan

Video for park presentation. <https://youtu.be/CLn12B6Nzyk>

Executive Director of Utilities Steve Brown was present for any questions.

Members confirmed the mulch for the playgrounds would be ADA approved. Members concurred to move forward with a complete plan as reported by Mr. Rosenthal for council consideration. Mr. Carter asked for color options to be included.

Quasi-Judicial Hearings – None

Old Business

Ordinances

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2026-2367. City Council Ordinance No. 2026-2367 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2026-2367. No one asked to be heard on City Council Ordinance No. 2026-2367; therefore, Mayor Walker closed the public hearing.

10. City Council Ordinance No. 2026-2367 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-03, submitted by Elizabeth Steely, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (Located on Northwest Turner Avenue) **Mr. Carter made a motion to approve City Council Ordinance No. 2026-2367 on final reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	Aye
Ms. Harris	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Walker	Aye

New Business

Ordinances

Council Discussion and Possible First Reading

11. City Council Ordinance No. 2026-2369 - An ordinance of the City of Lake City, Florida; amending City Code Chapter 86 - Streets, Sidewalks, and Other Public Places, Article I - In General, adding a new Section 86-2 entitled "Recreational Street Closings Authorized" for the purpose of authorizing the City Manager to temporarily close streets to motor vehicle traffic to facilitate neighborhood recreational opportunities; providing for codification; providing for severability; providing for conflicts; and providing an effective date.

Council Member Young requested for members to consider an ordinance regarding recreational events held outside. She requested a review of ordinances that Orlando and Jacksonville have.

City Attorney Martin summarized what the proposed ordinance calls for, and reported it almost mirrors the City of Jacksonville.

City Manager Rosenthal suggested forming a working group made up of legal and administration to work on the ordinance for council consideration at a later date.

After discussion, the consensus was for legal and administration to have a working group on this topic.

Resolutions

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Resolution No. 2026-036. City Council Resolution No. 2026-036 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Resolution No. 2026-036. No one asked to be heard on City Council Resolution No. 2026-036; therefore, Mayor Walker closed the public hearing.

12. City Council Resolution No. 2026-036 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to participate in the Florida Brownfields Redevelopment Program provided for in and authorized by the "Brownfields Redevelopment Act" created under the provisions of Sections 376.77-376.85 Florida Statutes, as amended; designating certain lands within the City located at 2932 N US Highway 441, Lake City, Florida, and identified as Property Appraiser's parcel number 17-3S-17-05000-003, as a Brownfield area for the purpose of environmental remediation, rehabilitation and economic development as provided for in the act; providing for notification to the Department of Environmental Protection of the City's decision to designate a Brownfield area for rehabilitation; providing for an effective date. **Ms. Young made a motion to approve City Council Resolution No. 2026-036. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

Ms. Young	Aye
Ms. Harris	Aye
Mr. Jernigan	Aye
Mr. Carter	Aye
Mayor Walker	Aye

13. City Council Resolution No. 2026-043 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the Columbia County Board of County Commissioners for the acquisition of the Waste Water Treatment Plant generally identified as the North Florida Mega Industrial Park Waste Water Treatment Plant; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Attorney Martin provided background and legal context for the proposed sale of the wastewater treatment facility at the Mega Industrial Park. He reported the City has been operating at the facility for about a year under an interlocal agreement with the County, which has now expressed interest in acquiring it. Negotiations between City management and legal staff resulted in the contract under consideration, which was already approved by the County Commission. Attorney Martin also outlined the requirements of Florida Statute 180.301, which mandates a public hearing and a determination that such a transaction is in the public interest. The statute lists several criteria the council must consider, including the utility’s financial condition, physical state, fairness of the purchase terms, customer impacts, and the buyer’s ability to maintain quality, cost-effective service, along with alternatives if the sale is not completed. Some criteria related specifically to privatization contracts were noted as not applicable. The required public interest statement is included in the resolution and supporting memorandum provided in the council’s meeting packet.

Mr. Carter made a motion to approve City Council Resolution No. 2026-043 and incorporate into the resolution for approval the required Section 180.301 analysis memorandum dated April 15, 2026 from the City Manager to the City Council as a statement showing how the City’s acquisition of the wastewater treatment plant is in the public interest. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	Aye
Mr. Jernigan	Aye
Ms. Young	Aye
Ms. Harris	Aye
Mayor Walker	Aye

14. City Council Resolution No. 2026-038 - A resolution of the City of Lake City, Florida, approving that certain Memorandum of Understanding between the City of Lake City and the School Board of Columbia County; making certain findings of fact in support of the City approving said Memorandum of Understanding;

recognizing the authority of the Mayor to execute and bind the City to said Memorandum of Understanding; directing the Mayor to execute and bind the City to said Memorandum of Understanding; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2026-038. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter Aye
Ms. Harris Aye
Ms. Young Aye
Mr. Jernigan Aye
Mayor Walker Aye

Departmental Administration – None

Comments by:

- City Manager Don Rosenthal – None
- City Attorney Clay Martin – None
- City Clerk Audrey Sikes – None

Comments by Council Members

Council Member Chevella Young – Ms. Young stated it was disheartening to hear someone from administration did not read certain background information on a particular agenda item. She reported she was unable to attend the Downtown Barbeque Showdown event due to a family emergency.

Council Member Ricky Jernigan – Mr. Jernigan commented on a successful Downtown Barbeque Showdown event; recognized Police Chief Butler and Fire Chief Wehinger; announced on April 21st there would be a law enforcement memorial service.

Council Member James Carter – Mr. Carter expressed excitement for City Park upgrades and encouraged citizens to get involved. Mr. Carter asked if the First Federal swing set with no swings could be addressed as part of park improvements.

Council Member Tammy Harris – Ms. Harris expressed excitement for being apart of this council; expressed gratitude towards Executive Director of Utilities Steve Brown, City Manager Don Rosenthal, and City Attorney Clay Martin.

Mayor Noah Walker – Mayor Walker commented on a successful Downtown Barbeque Showdown and pie competition and thanked Public Works and the Police Department for their work during the event; thanked City Clerk Audrey Sikes and her staff when commenting on the number of proclamations for the month of April; announced breakfast with the Chief on April 25th at 9:00 AM at New Mt. Pisgah Church; National DEA Drug Takeback would be held at the Police Station; Tuesday April 28th at 9:00 AM Prevent Child Abuse and Protect Childhood walk would be held by Another Way starting at Darby Pavilion; expressed excitement for City Park upgrades,

splashpad, and work being done on City Hall; encouraged citizens to stay tuned to social media and emergency alerts regarding wildfires.

Adjournment

Having no further business, Mayor Walker adjourned the meeting at 7:32 PM.

Noah Walker, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

2. Minutes - May 18, 2026 Workshop

MINUTES
CITY OF LAKE CITY
City Council Workshop
May 18, 2026
6:00 PM at City Hall

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 on our YouTube channel. YouTube channel information is located at the end of this agenda.

Pledge of Allegiance

Invocation – Mayor Noah Walker

Roll Call

Mayor/Council Member
City Council

Noah Walker
Chevella Young
Ricky Jernigan
James Carter
Tammy Harris
Clay Martin
Don Rosenthal
Chief Gerald Butler
Audrey Sikes

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

Item for Discussion

1. City Animal Control

Mayor Walker announced no action could be taken at a workshop, that members were there to listen.

Lake City Humane Society Board Director, Elizabeth Halloran provided an overview of the organization.

Council Member Jernigan requested Ms. Halloran introduce the Board and verify availability of board members so that constituents could meet them.

Mayor Walker confirmed with Ms. Halloran the organization wanted to stay in the business of animal control and animal care.

Council Member Harris inquired as to how the board was appointed. An application goes to the board for voting; it is a volunteer board.

Council Member Jernigan spoke about the friction between citizens and the board.

Council Member Carter reported it was important to make clear who Ms. Halloran works for, which is the Lake City Humane Society's board.

Glen Hunter, representative of the Lake City Humane Society's Board, encouraged the City to work with them while they are expanding.

Assistant City Manager Dee Johnson provided background on the contract between the City and the Humane Society.

Police Chief Butler reviewed his memorandum of concern, provided current updates on the areas identified on the memo, and provided his recommendations.

Council Member Young inquired about additional funding to meet the new demands/recommendations from the City.

Council Member Harris inquired about Prison Programs versus background checks.

City Manager Rosenthal suggested breaking the service into three parts: animal control, animal welfare, and animal housing. He reported staff would look into getting the best price possible.

PUBLIC COMMENT:

- John Kari
- Roy Armstrong
- Holly Smith
- Blaine Freeman
- Kimberly Jackson
- Laura Bess
- Tammy Foster
- Rick Beeda
- Kyle Green
- Laura Rister

Attorney Martin discussed the procurement process and recommended a Request for Proposal process instead of going out to bid for services.

ADJOURNMENT

Having no further business, Mayor Walker adjourned the meeting at 6:22 PM.

Noah Walker, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

3. City Council Resolution No. 2026-058 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and GML Coatings, LLC, A Florida Limited Liability Company, for sanitary sewer, stormwater, line, and manhole rehabilitation services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Sanitary Sewer, Stormwater, Line and Manhole Rehabilitation Services
(Piggyback Manatee County, FL)

DEPT / OFFICE: Utilities

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director Brian Scott	Date 4/23/2026
Recommended Action: Approve a piggyback contract for the manhole rehabilitation		
Summary Explanation & Background: Manatee County, FL did IFB 21-R075323JH for sanitary sewer, stormwater, line and manhole rehabilitation services. Contract was awarded to GML Coatings and is in effect until February 28, 2027. This is a budgeted project for FY2026. Pricing was compared to other companies that offer these services and are comparable. The city has used this company on several projects over the last few years and they have demonstrated high-quality performance.		
Alternatives: Decline to piggyback.		
Source of Funds: 410.78.536-060.63 (Budgeted line item for FY2026)		
Financial Impact: 339,909.56		
Exhibits Attached: Piggyback Contract (GML Coatings), Exhibit A-Bid(can be viewed in Procurement) Contract Documents, Amendment #4		

RESOLUTION NO 2026-058
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND GML COATINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR SANITARY SEWER, STORMWATER, LINE AND MANHOLE REHABILITATION SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the “City Purchasing Policies”) of the City of Lake City (the “City”) provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, the City has a need for sanitary sewer, stormwater, line and manhole rehabilitation services (the “Services”); and

WHEREAS, Manatee County, Florida, a political subdivision of the State of Florida (“Manatee County”), negotiated a contract with GML Coatings, LLC, a Florida limited liability company (the “Vendor”) to supply the Services pursuant to IFB 21-R075323JH (the “Original Contract”); and

WHEREAS, in 2023 Manatee County and the Vendor adopted an amendment to the Original Contract (the “2023 Amendment”) which amendment adopted a new fee schedule for contractual services; and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Services by Manatee County; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Services on such terms and conditions as the Vendor has contracted with Manatee County pursuant to the Original Contract as amended by the 2023 Amendment; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, engaging the Vendor to provide the Services is in the public interest and in the interests of the City; now, therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of June, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the "Agreement") is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

**GML Coatings
10315 Technology Terrace
Lakewood Ranch, FL 34211**

(the "Vendor").

WITNESSETH:

WHEREAS, on **March 1, 2021, Manatee County** (the "Original Procuring Government") awarded **IFB 21-R075323JH Sanitary Sewer, Stormwater, Line and Manhole Rehabilitation Services** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit 'A' (the "Original Procurement Bid and Contract"); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide "piggyback" services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.

2. **General.**
 - a. **Terms of Agreement.** This is a piggyback purchasing *Agreement*. The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit 'A', which can be viewed in the Procurement department, specifically including:
 - i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;
 - ii. All special conditions of the Original Procurement Bid and Contract Documents;
 - iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;
 - iv. All specifications, scopes of services, and/or descriptions of goods to be sold contained in the Original Procurement Bid and Contract Documents;

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- v. All addenda to the Original Procurement Bid and Contract Documents;
 - vi. All insurance requirements are outlined in the original procurement bid and contract documents.
 - vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and
 - viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

- b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes. The City* ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.
 - c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract should control over the bid documents.
3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the term of the Original Procurement Bid and Contract, **February 28, 2027**. This *Agreement* may be renewed as

provided for in the Original Procurement Bid and Contract at the option of the City.

4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.
5. **Price for Services.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

Exhibit "B" of the original bid documents. Exhibit "C" Proposal 25060.

The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.

6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.
7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:
 - a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
 - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- d. Upon completion of this Agreement, 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 this Agreement, 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 this Agreement 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.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.**

8. Liability and Insurance.

- a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of

Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

- c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.
- d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

GML COATINGS, LLC

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By _____, its

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

COMPOSITE EXHIBIT "A"
ORIGINAL PROCUREMENT BID AND CONTRACT



AGREEMENT No. 21-R075323JH

**SANITARY SEWER, STORMWATER, LINE & MANHOLE
REHABILITATION SERVICES**

between

**MANATEE COUNTY
(COUNTY)**

and

**GML COATINGS, LLC.
(CONTRACTOR)**

**AGREEMENT FOR SANITARY SEWER, STORMWATER, LINE & MANHOLE
REHABILITATION SERVICES**

THIS AGREEMENT is made and entered into as of this 1st day of March, 2021, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, ("**COUNTY**"), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **GML COATINGS, LLC.**, a Florida limited liability company, ("**CONTRACTOR**") with offices located at 10315 Technology Terrace, Bradenton, FL 34211, and duly authorized to conduct business in the State of Florida. **COUNTY** and **CONTRACTOR** are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, **CONTRACTOR** engages in the business of Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services; and

WHEREAS, **COUNTY** has determined that it is necessary, expedient and in the best interest of **COUNTY** to retain **CONTRACTOR** to render the non-professional services described in this Agreement; and

WHEREAS, this Agreement is a result of **CONTRACTOR'S** submission of a bid in response to Invitation for Bid No. 21-R075323JH and **COUNTY** thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the **COUNTY** and **CONTRACTOR**, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide non-professional services as described in **Exhibit A**, Scope of Services ("Services"). "Task" as used in this Agreement, refers to particular categories/groupings of Services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and four (4) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY ("Effective Date"). This Agreement shall remain in force through February 28, 2024 unless terminated by COUNTY pursuant to Article 8, but not to exceed a total number of three (3) years.
- B. COUNTY reserves the right to extend the initial term of three (3) years for an additional two (2), one year periods not to exceed a total of five (5) years including all renewals.

ARTICLE 4. COMPENSATION

- A. CONTRACTOR shall be compensated for the Services and all expenditures incurred in providing the Services.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin. Reimbursable expenses shall be specified in **Exhibit B**.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the Services shall be the responsibility of CONTRACTOR, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.

- F. Any dispute between COUNTY and CONTRACTOR with regard to the Services or CONTRACTOR'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONTRACTOR shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the Services.

- H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given advance written notice thereof.
- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Services.
- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and

copyright law.

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
 - a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
 - b. Failure to perform the Services within the time specified in this Agreement; or
 - c. Work that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement.
4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a. Stop the Services on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
 - c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
 - d. Continue and complete all parts of the Services that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY

shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the Services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the Services to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;
- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the Services on an as-needed basis; and
- D. Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 11. DISPUTE RESOLUTION

- A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Procurement Official.
- B. CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 12. COMPLIANCE WITH LAWS

All Services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 13. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 15. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.

- B. Upon request from COUNTY'S custodian of public records, provide COUNTY 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:

Attn: Records Manager

1112 Manatee Avenue West

Bradenton, FL 34205

ARTICLE 16. INDEMNIFICATION

- A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be

limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

- B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 18. INSURANCE

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Procurement Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit D**, including coverage for all Services completed under this Agreement.

D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 19. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 22. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

Dale Flocker, Project Manager

CONTRACTOR shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

ARTICLE 23. SUB-CONTRACTORS

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the fees specified in **Exhibit B** for any subcontractors utilized in the provision of the Services.

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing the Services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of the Services.

ARTICLE 25. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
 Utilities Department/Sewer Collections
 Attn: Joe Burns
 4524 66th Street W.
 Bradenton, FL 34210
 Phone: (941) 792-8811
 Email: joe.burns@mymantee.org

To CONTRACTOR: GML Coatings, LLC.
 Attn: Project Manager
 Dale Flocker
 10315 Technology Terrace
 Bradenton, FL 34211
 Phone: (941) 281-9236
 Email: dale@gmlcoatings.com

ARTICLE 26. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY

shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 27. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or Services required hereunder.

ARTICLE 28. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

ARTICLE 29. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 30. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 31. FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other

act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 33. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

ARTICLE 35. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 36. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 37. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 38. HEADINGS, CONSTRUCTION

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 39. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

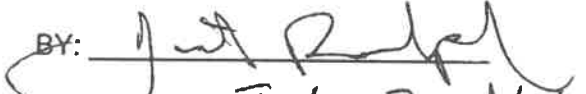
ARTICLE 40. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

GML COATINGS, LLC.

BY: 
Printed Name: Justin Randolph
Title: President
Date: 1/8/2021

**MANATEE COUNTY, a political subdivision
of the State of Florida**


Jacob Erickson, MBA, CPPO, NIGP-CPP
Procurement Official

Date: 1/26/2021

**EXHIBIT A, SCOPE OF SERVICES
AGREEMENT NO. 21-R075323JH**

1.01 BACKGROUND INFORMATION

It is the intent of Manatee County to establish an annual agreement to procure, on an "as required" basis, Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services.

1.02 SCOPE

Contractor shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services that will meet the requirements of the Agreement.

1.03 GENERAL REQUIREMENTS

Contractor shall provide the following requirements:

a. MATERIALS

The Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation materials portion of this Invitation for Bid shall consist of, but is not limited to, the supply and/or supply and delivery of Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation materials to various job sites within Manatee County.

b. SERVICES

The Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation services portion of this Invitation for Bid shall consist of, but is not limited to, Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation, at various job sites within Manatee County. The Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services shall be performed by the Contractor in accordance with the scope of services provided by the County. The Contractor shall furnish any required labor, materials, equipment, tools, services, and incidentals necessary to complete all work required to complete Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation services authorized by a Release Order (RO). The Contractor shall perform the work complete, in place and ready for continuous services, shall include any repairs, replacement, and/or restoration required as a result of damages caused prior to acceptance by the County.

c. DETAILED COST PACKAGE

The County will initiate a meeting with the Contractor to review the scope of services and possibly conduct an on-site visit. The Contractor shall then be required to prepare a detailed cost package using their Pricing Form. The detailed cost package shall include itemized costs based on the Contractor's Pricing Form, a detailed statement of work and shop drawings/sketches (if applicable) for the specific work required and a schedule for completion of the specific work. The Contractor shall be expected to expeditiously prepare its detailed cost package and in no event shall the preparation time exceed 15 calendar days. The

Contractor shall submit its detailed cost package to the County, who will evaluate and, if approved, will issue a written RO. The County has no obligation to issue a RO and reserves the right to not issue a RO for the specific work. The County reserves the right to use any Contractor which it deems to be in its best interest for any specific project. Selection of the Contractor for each project will be within the sole direction of the County.

d. DELIVERY

Once a written RO is faxed / emailed to the Contractor, the work shall be scheduled and started within sixty (60) calendar days. However, should the work have to be performed on an emergency basis, work will be scheduled and started within two (2) calendar days.

All deliveries to the Utilities Warehouse Facility shall be pre-arranged between the Contractor and the Utilities representative. Holiday and weekend deliveries may be needed as product use or circumstances require.

If the Contractor cannot meet the delivery requirements for any of the product or services specified herein, the County reserves the right to procure the product or services from the next lowest responsive, responsible Contractor, or to solicit new pricing.

The goal of this agreement is for the speedy acquisition of water and sewer materials and accessories; therefore, Contractor's responsiveness under the terms of this agreement is paramount. Delivery of orders resulting from award of this bid shall be made within seven (7) to ten (10) business days after receipt of a valid RO number for the items listed on the Bid Form. For all other items, deliveries shall be made complete within thirty (30) calendar days after receipt of a valid RO number.

Failure to respond within the time specified may result in materials being ordered from and delivered by others and/or termination of award.

e. QUALITY OF WORK

If at any time the labor or materials used or to be used appears to the County as insufficient or improper for the securing the quality of Work required or the required rate of progress, the County may order the Contractor to increase its efficiency or to improve the character of its work, and the Contractor shall confirm to such an order. Any such order shall not entitle the Contractor to any additional compensation or increase in contract time. The failure of the County to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of work or the rate of progress necessary to complete work satisfactorily. The County may require the Contractor to remove such personnel as the County deems incompetent, careless, insubordinate, otherwise objectional, or whose continued employment is deemed contrary to the County's interest. The Contractor shall provide good quality workmanship and shall promptly correct any defects without additional

compensation. Acceptance of the work by the County shall not relieve the Contractor of the responsibility for subsequent correction of any defects.

f. QUALITY CONTROL

- i. Develop and maintain a program to assure quality control of the services provided.
- ii. Be responsible for all supervision, subcontractors, and provide instructions when their effort doesn't conform to the requirements of the Agreement and/or RO.
- iii. Continue to coordinate each subcontractor to ensure that corrections are made in a timely manner to not affect the mutually agreed schedule.

g. LAYOUT OF WORK

- i. Where required, shall set construction stakes and batter boards for establishing lines, positions of structures, slopes, and other controlling points necessary for the proper prosecution of the work. The stakes, as set will be checked and approved by the County before construction is commenced. These stakes and marks shall constitute the field control by and in accordance with which the Contractor shall govern and execute the work.
- ii. Will be held responsible for the preservation of all stakes and marks; and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will immediately and accurately be replaced by the Contractor at no additional expense to the County.

h. OVERTIME WORK

Only work specified by the County as requiring overtime work hours will be subject to an overtime surcharge. Any work done by the Contractor during overtime hours, but not specified as required by County will be considered normal hours and normal hourly rate(s) shall apply. Overtime work shall be defined as work performed on Sundays, national/county holidays and all work performed between the hours of 7:00pm and 7:00am. Contractors shall include a per day surcharge on the Pricing Form that will include all equipment, materials, labor, and Maintenance of Traffic (MOT) required to take all the necessary precautions for the protection of the work and the safety of the public.

i. WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, flashing lights, flagmen, watchmen, and take all necessary precautions for the protection of the work and safety of the public. Traffic control warning signs and barricades shall be in strict accordance with the provisions of the FDOT Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance and Utility Operations (latest revision). All barricades and obstructions shall be protected at night by flashing signal lights which shall be of substantial for night visibility. Suitable warning signs shall be so placed and illuminated at night to show in advance where construction, barricades, or detours exist. All work items are to include the cost of signing and traffic maintenance.

j. PROTECTION OF WORK, PERSONS AND PROPERTY

- i. Continuously maintain adequate protection of all work from damage and shall protect all property from injury or loss arising in connection with the contract. Contractor shall make good any such damage, injury, or loss.
- ii. Provide, protect, and maintain all passageways, guard fences, lights, and other facilities required by the public authority or local conditions.
- iii. Provide reasonable maintenance of traffic ways for the public and preservation of the continuation of the County's business taking into full consideration all local conditions.
- iv. Comply with Florida Department of Commerce Safety Regulation and any local safety regulations.

k. CLEAN-UP

- i. Keep the construction site free of rubbish and waste material and restore to their original condition those portions of the site not designated for alteration by the scope of services. Clean up and restoration shall be accomplished on the continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity or the work.
- ii. Remove when no longer needed, all temporary structures markers and equipment used in its operations. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the scope of services be restored to their original condition or as nearly as possible.

1.04 TECHNICAL REQUIREMENTS

The Contractor's equipment, products, and services shall meet the technical specifications outlined in Exhibit 3 of IFB No. 21-R075323JH.

1.05 WARRANTY AND GUARANTEE PROVISIONS

All maintenance, repair and construction services furnished as defined herein shall be guaranteed and warranted by the Contractor for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and/or furnished and installed by the Contractor is warranted and guaranteed by the Contractor to meet the required standards specified herein and to accomplish the purposes and functions of the project.

The County shall, following discovery of faulty materials or workmanship, promptly give written notice to the Contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the Contractor shall promptly replace any part of the faulty equipment, material, or workmanship at its own cost. These warranty and guarantee provisions create no limitations on the County as to any claims or

actions for breach of guaranty or breach of warranty that the County might have against parties other than the Contractor, and do not constitute exclusive remedies of the County against the Contractor.

1.06 LIMITATIONS PER PROJECT

No single construction project estimated to exceed \$299,999.99 shall be performed under this Agreement. A project exceeding \$299,999.99 shall be solicited under a separate formal, sealed process in order to comply with FS 255.0525.

1.07 LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of \$250.00 as fixed, agreed and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and their Surety shall be liable for the amount thereof. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the County at the demand of the County, together with interest from the date of the demand at the maximum allowable rate.

1.08 ACCESSIBILITY

The Contractor shall ensure all its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, the Contractor shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, the Contractor shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

END OF EXHIBIT A

EXHIBIT B FEE RATE SCHEDULE - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services				GML Coatings	
DESCRIPTION	SIZE	EST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE
GROUP 1 - SECTION A Sanitary Sewer & Stormwater Sewer Line Cleaning and Inspection					
1 Light Cleaning					
	6" to 12" Diameter	10,000	linear foot	\$0.65	\$6,500.00
	14" to 18" Diameter	8,000	linear foot	\$1.25	\$10,000.00
	20" to 24" Diameter	8,000	linear foot	\$3.00	\$24,000.00
	27" to 42" Diameter	3,000	linear foot	\$4.00	\$12,000.00
	43" to 54" Diameter	3,000	linear foot	\$6.00	\$18,000.00
	> 54" Diameter	2,000	linear foot	\$10.00	\$20,000.00
2 Medium Cleaning					
	6" to 12" Diameter	10,000	linear foot	\$1.30	\$13,000.00
	14" to 18" Diameter	5,000	linear foot	\$2.50	\$12,500.00
	20" to 24" Diameter	5,000	linear foot	\$6.00	\$30,000.00
	27" to 42" Diameter	3,000	linear foot	\$8.00	\$24,000.00
	43" to 54" Diameter	3,000	linear foot	\$12.00	\$36,000.00
	> 54" Diameter	2,000	linear foot	\$13.00	\$26,000.00
3 Heavy Cleaning					
	6" to 12" Diameter	5,000	linear foot	\$2.60	\$13,000.00
	14" to 18" Diameter	5,000	linear foot	\$5.00	\$25,000.00
	20" to 24" Diameter	5,000	linear foot	\$12.00	\$60,000.00
	27" to 42" Diameter	3,000	linear foot	\$13.00	\$39,000.00
	43" to 54" Diameter	2,000	linear foot	\$20.00	\$40,000.00
	> 54" Diameter	1,000	linear foot	\$25.00	\$25,000.00
4 Root Removal					
	6" to 12" Diameter	3,000	linear foot	\$1.75	\$5,250.00
	14" to 18" Diameter	3,000	linear foot	\$2.95	\$8,850.00
	20" to 24" Diameter	3,000	linear foot	\$3.25	\$9,750.00
	27" to 42" Diameter	3,000	linear foot	\$3.75	\$11,250.00
	43" to 54" Diameter	2,000	linear foot	\$6.00	\$12,000.00
	> 54" Diameter	2,000	linear foot	\$10.00	\$20,000.00
5 Tuberculation					
	6" to 12" Diameter	3,000	linear foot	\$12.00	\$36,000.00
	14" to 18" Diameter	3,000	linear foot	\$15.00	\$45,000.00
	20" to 24" Diameter	2,000	linear foot	\$20.00	\$40,000.00
	27" to 42" Diameter	1,000	linear foot	\$27.00	\$27,000.00
	43" to 54" Diameter	1,000	linear foot	\$36.00	\$36,000.00
	> 54" Diameter	2,000	linear foot	\$48.00	\$96,000.00
6 Mechanical Cutting					
	6" to 12" Diameter	3,000	linear foot	\$1.50	\$4,500.00
	14" to 18" Diameter	3,000	linear foot	\$2.50	\$7,500.00
	20" to 24" Diameter	1,000	linear foot	\$3.00	\$3,000.00
	27" to 42" Diameter	1,000	linear foot	\$3.50	\$3,500.00
	43" to 54" Diameter	1,000	linear foot	\$6.00	\$6,000.00
	> 54" Diameter	2,000	linear foot	\$10.00	\$20,000.00

EXHIBIT B FEE RATE SCHEDULE - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services				GML Ceatings	
DESCRIPTION	SIZE	EST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE
7 Bx-Pass Pumping					
	6" Sewer Flow	1,500	linear foot	\$1.50	\$1,500.00
	8" Sewer Flow	3,000	linear foot	\$1.50	\$4,500.00
	10" Sewer Flow	3,000	linear foot	\$1.50	\$4,500.00
	12" Sewer Flow	3,000	linear foot	\$2.00	\$6,000.00
	15" Sewer Flow	4,000	linear foot	\$2.00	\$8,000.00
	18" Sewer Flow	4,000	linear foot	\$2.67	\$10,680.00
	20" Sewer Flow	4,000	linear foot	\$2.67	\$10,680.00
	24" Sewer Flow	4,000	linear foot	\$3.33	\$13,320.00
	30" Sewer Flow	4,000	linear foot	\$3.33	\$13,320.00
	36" Sewer Flow	1,000	linear foot	\$6.67	\$6,670.00
	42" Sewer Flow	1,000	linear foot	\$6.67	\$6,670.00
	48" Sewer Flow	1,000	linear foot	\$6.67	\$6,670.00
	54" Sewer Flow	1,000	linear foot	\$6.67	\$6,670.00
	>54" Sewer Flow	1,000	linear foot	\$8.33	\$8,330.00
8 Pump Set-Up					
	4" Pump	5	each	\$300.00	\$1,500.00
	6" Pump	5	each	\$450.00	\$2,250.00
	8" Pump	5	each	\$600.00	\$3,000.00
	10" Pump	5	each	\$600.00	\$3,000.00
	12" Pump	5	each	\$750.00	\$3,750.00
9 Pump Operation (per hour / per pump)					
	4" Pump	6	hour	\$25.00	\$150.00
	6" Pump	6	hour	\$30.00	\$180.00
	8" Pump	6	hour	\$35.00	\$210.00
	10" Pump	6	hour	\$45.00	\$270.00
	12" Pump	6	hour	\$50.00	\$300.00
10 TV Inspection - Sewer Lateral					
	0' to 30'	10	each	\$125.00	\$1,250.00
	>30'	10	linear foot	\$5.00	\$50.00
	Lateral Cleaning	5,000	linear foot	\$5.00	\$25,000.00
11 TV Pipe Inspection (<10,000 linear ft)					
	6" to 12" Diameter	1,000	linear foot	\$0.75	\$750.00
	14" to 18" Diameter	8,000	linear foot	\$1.50	\$12,000.00
	20" to 24" Diameter	5,000	linear foot	\$1.75	\$8,750.00
	24" to 42" Diameter	2,000	linear foot	\$2.50	\$5,000.00
	43" to 54" Diameter	2,000	linear foot	\$2.75	\$5,500.00
	54" Diameter	2,000	linear foot	\$5.00	\$10,000.00
12 Additional Set-Up					
		1	lump sum	\$500.00	\$500.00
13 Smoke Testing					
		5,000	linear foot	\$0.25	\$1,250.00
TOTAL - GROUP 1, SECTION A (Items 1-13)					\$1,017,770.00

EXHIBIT B FEE RATE SCHEDULE - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services					GML Coatings	
DESCRIPTION	SIZE	EST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE	
GROUP 1, SECTION B Sanitary Sewer, Stormwater Systems Line Rehabilitation - Method 1, CIPP (Cured in Place Pipe)						
1. Sanitary Sewer Mains 6" to 24"						
5.0mm normal thickness (.197)	6" Diameter	5,000	linear foot	\$45.00	\$225,000.00	
7.5mm normal thickness (.295)	8" Diameter	10,000	linear foot	\$31.15	\$311,500.00	
7.5mm normal thickness (.295)	10" Diameter	8,000	linear foot	\$35.84	\$286,720.00	
9.0mm normal thickness (.354)	12" Diameter	8,000	linear foot	\$43.10	\$344,800.00	
9.0mm normal thickness (.354)	15" Diameter	5,000	linear foot	\$54.46	\$272,300.00	
10.5mm normal thickness (.413)	18" Diameter	5,000	linear foot	\$71.00	\$355,000.00	
12.0mm normal thickness (.472)	21" Diameter	5,000	linear foot	\$88.00	\$440,000.00	
13.5mm normal thickness (.531)	24" Diameter	1,500	linear foot	\$105.00	\$157,500.00	
15.0mm normal thickness (.591)	24" Diameter	1,500	linear foot	\$112.00	\$168,000.00	
2. Sanitary Sewer Mains >24"						
13.5mm normal thickness (.531)	27" Diameter	2,000	linear foot	\$115.00	\$230,000.00	
15.0mm normal thickness (.591)	27" Diameter	2,000	linear foot	\$120.00	\$240,000.00	
15.0mm normal thickness (.591)	30" Diameter	2,000	linear foot	\$135.00	\$270,000.00	
16.5mm normal thickness (.650)	36" Diameter	1,000	linear foot	\$155.00	\$155,000.00	
18.0mm normal thickness (.709)	36" Diameter	1,000	linear foot	\$160.00	\$160,000.00	
16.5mm normal thickness (.650)	42" Diameter	1,000	linear foot	\$211.00	\$211,000.00	
18.0mm normal thickness (.709)	42" Diameter	1,000	linear foot	\$220.00	\$220,000.00	
16.5mm normal thickness (.650)	48" Diameter	1,000	linear foot	\$251.00	\$251,000.00	
18.0mm normal thickness (.709)	48" Diameter	1,000	linear foot	\$264.00	\$264,000.00	
16.5mm normal thickness (.650)	54" Diameter	1,000	linear foot	\$277.00	\$277,000.00	
18.0mm normal thickness (.709)	54" Diameter	1,000	linear foot	\$288.00	\$288,000.00	
18.0mm normal thickness (.709)	>54" Diameter	1,000	linear foot	\$378.00	\$378,000.00	
TOTAL - GROUP 1, SECTION B (Items 1-2)					\$5,504,820.00	
GROUP 1, SECTION C Sanitary Sewer / Stormwater Systems Line Rehabilitation, By-Pass- Pumping						
1 Tanker truck tank	4,000 gallon capacity	5	per load	\$1,500.00	\$7,500.00	
2 Standard service reconnection		5	each	\$350.00	\$1,750.00	
3 Service with pressure grouting		5	each	\$2,500.00	\$12,500.00	
4 Lateral reinstatement cutting of defective lateral opening		5	each	\$1,500.00	\$7,500.00	
5 Trenchless lateral cleaning and reconstruction system	<=30' Linear Feet	50	linear foot	\$90.00	\$4,500.00	
6 Trenchless lateral cleaning and reconstruction system	>30' Linear Feet	50	linear foot	\$90.00	\$4,500.00	
7 Full wrap at main and 24" up connection		200	each	\$2,750.00	\$550,000.00	
8 Additional; clean out installation, grassed area	0'-4'	10	each	\$350.00	\$3,500.00	
9 Additional; clean out installation, grassed area	>4'	2	each	\$650.00	\$1,300.00	
10 Additional; clean out installation, paved area	0'-4'	10	each	\$1,500.00	\$15,000.00	
11 Additional; clean out installation, paved area	>4'	3	each	\$3,000.00	\$9,000.00	
TOTAL - GROUP 1, SECTION C (Items 1-11)					\$617,050.00	
GROUP 1, SECTION D Sanitary Sewer Joint Air Testing, Joint Grouting, and Lateral Grouting						
Joints Per Lateral						
1 Lateral Grouting, Sanitary Sewer	6" Diameter, < 50' Run	20	each	\$1,000.00	\$20,000.00	
	6" Diameter, > 50' Run	20	each	\$1,500.00	\$30,000.00	
	8"-12" Diameter, < 50' Run	20	each	\$2,000.00	\$40,000.00	
	8"-12" Diameter, > 50' Run	20	each	\$2,500.00	\$50,000.00	
2 Joint Testing, Sanitary Sewer	6"-15" Diameter, < 50' Run	20	each	\$65.00	\$1,300.00	
	6"-15" Diameter, > 50' Run	20	each	\$60.00	\$1,200.00	
3 Joint Grouting, Sanitary Sewer	6" Diameter, < 50' Run	20	each	\$50.00	\$1,000.00	
	6" Diameter, > 50' Run	20	each	\$40.00	\$800.00	
	8" Diameter, < 50' Run	20	each	\$60.00	\$1,200.00	
	8" Diameter, > 50' Run	20	each	\$55.00	\$1,100.00	
	10" Diameter, < 50' Run	20	each	\$75.00	\$1,500.00	
	10" Diameter, > 50' Run	20	each	\$70.00	\$1,400.00	
	12" Diameter, < 50' Run	20	each	\$85.00	\$1,700.00	
	12" Diameter, > 50' Run	20	each	\$80.00	\$1,600.00	
	15" Diameter, < 50' Run	20	each	\$115.00	\$2,300.00	
	15" Diameter, > 50' Run	20	each	\$110.00	\$2,200.00	
4 Additional grout		20	gallon	\$20.00	\$400.00	
TOTAL - GROUP 1, SECTION D (Items 1-4)					\$157,700.00	

EXHIBIT B FEE RATE SCHEDULE - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services					GML Coatings	
DESCRIPTION	SIZE	EST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE	
GROUP 1, SECTION E Miscellaneous Items						
1 Mechanical cutting for grease or mineral deposits (heavier process than root cutting, not as heavy as tuberculation cutting (all sizes)		30	linear foot	\$100.00	\$3,000.00	
2 Main line air testing and grouting of joints (8" - 24")		1,000	each joint	\$40.00	\$40,000.00	
3 Void grouting by the cubic yard		2	each joint	\$500.00	\$1,000.00	
4 Traffic Control						
Flagman (each)		2	day	\$400.00	\$800.00	
Supervisor		1	day	\$500.00	\$500.00	
Non-Electronic Signage (each)		4	day	\$2.00	\$8.00	
Arrowboard (each)		2	day	\$50.00	\$100.00	
Cones (each)		2	day	\$2.00	\$4.00	
Barricades (each)		2	day	\$2.00	\$4.00	
Lane dividers (each)		4	day	\$10.00	\$40.00	
Variable message board		4	day	\$75.00	\$300.00	
Light tower		2	day	\$225.00	\$450.00	
Easement access, additional	<12" Diameter	100	linear foot	\$1.50	\$150.00	
Easement access, additional	>12" Diameter	100	linear foot	\$1.50	\$150.00	
Wellpointing / dewatering		1	lump sum	\$3,500.00	\$3,500.00	
5 Mobilization / Demobilization (projects in excess of \$100,000), including Performance and Payment Bond		100,000	%	1.00%	\$1,000.00	
6 Mobilization / Demobilization (projects less than \$100,000), without Performance and Payment Bond		25,000	%	2.00%	\$500.00	
TOTAL - GROUP 1, SECTION E (Items 1-6)					\$51,506.00	
GROUP 3 - SECTION A Line & Manhole Rehabilitation Method 1 Manhole Surfacing Corrosion Protection of Manholes						
1 Corrosion Protection, 1/4" thickness (6mm)						
	48"	40	vertical foot	\$325.00	\$13,000.00	
	60"	20	vertical foot	\$406.25	\$8,125.00	
	72"	15	vertical foot	\$487.50	\$7,312.50	
2 Injection Grouting						
	0' to 5' Manhole Depth	20	per manhole	\$250.00	\$5,000.00	
	5' 1" to 10' Manhole Depth	20	per manhole	\$350.00	\$7,000.00	
	10' 1" to 15' Manhole Depth	20	per manhole	\$550.00	\$11,000.00	
	15' 1" to 20' Manhole Depth	20	per manhole	\$700.00	\$14,000.00	
	>20' Manhole Depth	20	per manhole	\$900.00	\$18,000.00	
3 Vacuum Jet Cleaning		40	per manhole	\$150.00	\$6,000.00	
4 Removal of Existing Liner		20	vertical foot	\$100.00	\$2,000.00	
5 Void Grouting		40	cubic yard	\$150.00	\$6,000.00	
TOTAL - GROUP 3, SECTION A (Items 1-5)					\$97,437.50	

EXHIBIT B FEE RATE SCHEDULE - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services					GML Costings	
DESCRIPTION	SIZE	1ST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE	
GROUP 3, SECTION B Line & Manhole Rehabilitation - Method 2 Manhole Surfacing; Structural Rehabilitation of Manholes						
1 Application						
	1/2" thickness (13mm)	40	vertical foot	\$125.00	\$5,000.00	
	1" thickness (25mm)	20	vertical foot	\$200.00	\$4,000.00	
2 Beach / Invert Repair						
		20	each manhole	\$350.00	\$7,000.00	
3 Injection Grouting						
	0' to 5' Manhole Depth	20	each manhole	\$250.00	\$5,000.00	
	5' 1" to 10' Manhole Depth	20	each manhole	\$350.00	\$7,000.00	
	10' 1" to 15' Manhole Depth	20	each manhole	\$550.00	\$11,000.00	
	15' 1" to 20' Manhole Depth	20	each manhole	\$700.00	\$14,000.00	
	>20' Manhole Depth	20	each manhole	\$900.00	\$18,000.00	
4 Vacuum Jet Cleaning						
		20	cubic yard	\$150.00	\$3,000.00	
5 Bid Item Removed at Request of the County						
6 Void Grouting						
		20	vertical foot	\$150.00	\$3,000.00	
7 By-Pass Pumping						
	8" Sewer Flow	3,000	linear foot	\$1.50	\$4,500.00	
	10" Sewer Flow	3,000	linear foot	\$1.50	\$4,500.00	
	12" Sewer Flow	3,000	linear foot	\$2.00	\$6,000.00	
	15" Sewer Flow	4,000	linear foot	\$2.00	\$8,000.00	
	18" Sewer Flow	4,000	linear foot	\$2.67	\$10,680.00	
	20" Sewer Flow	4,000	linear foot	\$2.67	\$10,680.00	
	24" Sewer Flow	4,000	linear foot	\$3.33	\$13,320.00	
	30" Sewer Flow	4,000	linear foot	\$3.33	\$13,320.00	
	36" Sewer Flow	4,000	linear foot	\$3.33	\$13,320.00	
	42" Sewer Flow	4,000	linear foot	\$6.67	\$26,680.00	
	48" Sewer Flow	4,000	linear foot	\$6.67	\$26,680.00	
	54" Sewer Flow	4,000	linear foot	\$6.67	\$26,680.00	
	>54" Sewer Flow	2,000	linear foot	\$8.33	\$16,660.00	
8 Manhole Rim Replacement						
	1 - 5 Inches	12	each	\$650.00	\$7,800.00	
	6 - 10 Inches	15	each	\$650.00	\$9,750.00	
	11 - 20 Inches	15	each	\$650.00	\$9,750.00	
	20 Plus Inches	15	each	\$650.00	\$9,750.00	
TOTAL - GROUP 3, SECTION B (items 1-8)					\$295,070.00	
GROUP 3, SECTION C Miscellaneous Items						
1 Traffic Control						
	Flagman (each)	2	day	\$400.00	\$800.00	
	Supervisor	1	day	\$500.00	\$500.00	
	Non-Electronic Signage (each)	4	day	\$2.00	\$8.00	
	Arrowboard (each)	2	day	\$50.00	\$100.00	
	Cones (each)	2	day	\$2.00	\$4.00	
	Barricades (each)	2	day	\$2.00	\$4.00	
	Lane dividers (each)	4	day	\$10.00	\$40.00	
	Variable message board	4	day	\$75.00	\$300.00	
	Light tower	2	day	\$225.00	\$450.00	
	Easement access, additional	<12" Diameter	100	linear foot	\$0.01	\$1.00
	Easement access, additional	>12" Diameter	100	linear foot	\$0.01	\$1.00
	Wellpointing / dewatering	1	lump sum	\$2,500.00	\$2,500.00	
2 Mobilization / Demobilization (projects in excess of \$100,000), including Performance and Payment Bond						
		100,000	%	1.00%	\$1,000.00	
3 Mobilization / Demobilization (projects less than \$100,000), without Performance and Payment Bond						
		25,000	%	2.00%	\$500.00	
4 PACP manhole inspections - Level 1 - Visual inspection and report of observations						
		10,000	linear foot	\$6.00	\$60,000.00	
5 PACP manhole inspections - Level 2 - CCTV inspection and data capture computer reports - including measurements of manhole data						
		10,000	linear foot	\$13.30	\$133,000.00	
TOTAL -GROUP 3, SECTION C (items 1-5)					\$199,208.00	
TOTAL GROUP 1				\$7,348,846.00		
TOTAL GROUP 2						
TOTAL GROUP 3				\$591,715.50		
TOTAL GROUP 4						

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

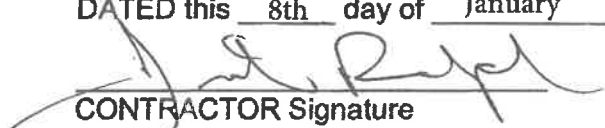
STATE OF Florida
COUNTY OF Manatee

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME]
Justin Randolph, as [INSERT TITLE]
President of [INSERT CONTRACTOR NAME]
GML Coatings, LLC, (hereinafter "CONTRACTOR") with full authority to
bind CONTRACTOR, who being first duly sworn, deposes and says that
CONTRACTOR:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 21-R075323JH for sanitary sewer, stormwater, line and manhole rehabilitation services

DATED this 8th day of January, 2021.


CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this 8th day of January, 2021, by [NAME] Justin Randolph, as [TITLE] President of [CONTRACTOR] GML Coatings, LLC. He /-She is personally known to me or has produced [TYPE OF IDENTIFICATION] as


identification.

Notary Signature
Commission No. Nov 5, 2021



EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision

of the State of Florida” as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder’s Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

Hazardous Waste Transportation Insurance

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

Liquor Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper's Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

Bailee's Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

REQUIRED BONDS

Bid Bond

A Bid Bond in the amount of \$_____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or _____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

Payment and Performance Bond

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. "Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured in respect to: Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.

- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205**

- c. The project's solicitation number and title shall be listed on each certificate.
- d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.

- f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- k. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

III. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent

to award. The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better [x] Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

CONTRACTOR'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: 1/8/2021

Contractor's Name: GML Coatings, LLC

Authorized Signature: 

Printed Name/Title: Justin Randolph / President

Insurance Agency: Great Florida Insurance

Agent Name: Mike Polivchak

Agent Phone: 941-355-6886

Surety Agency: A Nielson Hoover Group Company

Surety Name: Great Midwest Insurance Company

Surety Phone: 727-209-1804

Please return this completed and signed statement with your agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Yani Fernandez	
3956 W Hillsborough Ave		PHONE (A/C, No, Ext): (813) 870-2334	FAX (A/C, No): 888-351-9818
3956 W Hillsborough Ave		E-MAIL ADDRESS: gfitampa@gmail.com	
Tampa, FL 33614		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Kinsale Insurance Company	
		INSURER B : AmGUARD Insurance Company	
		INSURER C : Kinsale Insurance Company	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED		NAIC #	
GML COATINGS LLC			
10315 Technology Terrace			
Bradenton		FL 34211	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	01000573402	10/12/2020	10/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	GMAU001335	10/04/2020	10/04/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		0100985270	10/12/2020	10/12/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Commercial Water Sealing and Proofing.

Manatee County Board of County Commissioners a political subdivision of Florida is listed as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MANATEE COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FL
112 MANATEE AVE W SUITE 969
BRADENTON FL 34205

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

8
7

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: April 10, 2020

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: June 2, 2020

Policy Number: 196-46283

Countersigned by:



Insured: Bearing Point Construction, Inc

**AMENDMENT NO. 1 TO AGREEMENT NO. 21-R075323JH
FOR SANITARY SEWER, STORMWATER, LINE & MANHOLE REHABILITATION
SERVICES**

This Amendment No. 1 to Agreement No. 21-R075323JH (hereinafter Amendment) is made as of this 15th day of February, 2023 (hereinafter Effective Date) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and GML Coatings, LLC, a Florida limited liability company, whose address is 10315 Technology Terrace, Bradenton, FL 34211 (hereinafter Contractor)

WHEREAS, on January 26, 2021, the County entered into Agreement No. 21-R075323JH with Contractor for Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation (Agreement); and

WHEREAS, the County has determined the need to modify Exhibit B of the Agreement; and

WHEREAS, Contractor agrees to continue to provide services to the County in accordance with the terms and conditions of the .

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

2. Amendment

This Amendment 1 hereby incorporates Exhibit B, Fee Rate Schedule Revised into the Agreement.

3. Agreement

The Agreement and this Amendment No. 1 represent the entire understanding between the parties hereto.

4. Terms and Conditions

Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed effective as of the date set forth above.

GML COATINGS, LLC.

By: Justin Randolph
Printed Name: Justin Randolph
Title: President
Date: 2/15/23

**MANATEE COUNTY, a political subdivision
of the State of Florida**

Jacob Erickson, MBA, CPPO, NIGP-CPP
CPPO, NIGP-CPP

Digitally signed by Jacob
Erickson, MBA, CPPO, NIGP-CPP
Date: 2023.02.15 08:34:27
-05'00'

Jacob Erickson, MBA, CPPO, NIGP-CPP
Purchasing Official

Date: February 15, 2023

EXHIBIT B FEE RATE SCHEDULE REVISED - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services				GML Coatings	
DESCRIPTION	SIZE	EST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE
GROUP 1 - SECTION A Sanitary Sewer & Stormwater Sewer Line Cleaning and Inspection					
1 Light Cleaning	6" to 12" Diameter	10,000	linear foot	\$0.65	\$6,500.00
	14" to 18" Diameter	8,000	linear foot	\$1.25	\$10,000.00
	20" to 24" Diameter	8,000	linear foot	\$3.00	\$24,000.00
	27" to 42" Diameter	3,000	linear foot	\$4.00	\$12,000.00
	43" to 54" Diameter	3,000	linear foot	\$6.00	\$18,000.00
	> 54" Diameter	2,000	linear foot	\$10.00	\$20,000.00
2 Medium Cleaning	6" to 12" Diameter	10,000	linear foot	\$1.30	\$13,000.00
	14" to 18" Diameter	5,000	linear foot	\$2.50	\$12,500.00
	20" to 24" Diameter	5,000	linear foot	\$6.00	\$30,000.00
	27" to 42" Diameter	3,000	linear foot	\$8.00	\$24,000.00
	43" to 54" Diameter	3,000	linear foot	\$12.00	\$36,000.00
	> 54" Diameter	2,000	linear foot	\$13.00	\$26,000.00
3 Heavy Cleaning	6" to 12" Diameter	5,000	linear foot	\$2.60	\$13,000.00
	14" to 18" Diameter	5,000	linear foot	\$5.00	\$25,000.00
	20" to 24" Diameter	5,000	linear foot	\$12.00	\$60,000.00
	27" to 42" Diameter	3,000	linear foot	\$13.00	\$39,000.00
	43" to 54" Diameter	2,000	linear foot	\$20.00	\$40,000.00
	> 54" Diameter	1,000	linear foot	\$25.00	\$25,000.00
4 Root Removal	6" to 12" Diameter	3,000	linear foot	\$1.75	\$5,250.00
	14" to 18" Diameter	3,000	linear foot	\$2.95	\$8,850.00
	20" to 24" Diameter	3,000	linear foot	\$3.25	\$9,750.00
	27" to 42" Diameter	3,000	linear foot	\$3.75	\$11,250.00
	43" to 54" Diameter	2,000	linear foot	\$6.00	\$12,000.00
	> 54" Diameter	2,000	linear foot	\$10.00	\$20,000.00
5 Tuberculation	6" to 12" Diameter	3,000	linear foot	\$12.00	\$36,000.00
	14" to 18" Diameter	3,000	linear foot	\$15.00	\$45,000.00
	20" to 24" Diameter	2,000	linear foot	\$20.00	\$40,000.00
	27" to 42" Diameter	1,000	linear foot	\$27.00	\$27,000.00
	43" to 54" Diameter	1,000	linear foot	\$36.00	\$36,000.00
	> 54" Diameter	2,000	linear foot	\$48.00	\$96,000.00
6 Mechanical Cutting	6" to 12" Diameter	3,000	linear foot	\$1.50	\$4,500.00
	14" to 18" Diameter	3,000	linear foot	\$2.50	\$7,500.00
	20" to 24" Diameter	1,000	linear foot	\$3.00	\$3,000.00
	27" to 42" Diameter	1,000	linear foot	\$3.50	\$3,500.00
	43" to 54" Diameter	1,000	linear foot	\$6.00	\$6,000.00
	> 54" Diameter	2,000	linear foot	\$10.00	\$20,000.00

EXHIBIT B FEE RATE SCHEDULE REVISED - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services				GML Coatings		
DESCRIPTION	SIZE	EST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE	
7 By-Pass Pumping						
	6" Sewer Flow	1,000	linear foot	\$1.50	\$1,500.00	
	8" Sewer Flow	3,000	linear foot	\$1.50	\$4,500.00	
	10" Sewer Flow	3,000	linear foot	\$1.50	\$4,500.00	
	12" Sewer Flow	3,000	linear foot	\$2.00	\$6,000.00	
	15" Sewer Flow	4,000	linear foot	\$2.00	\$8,000.00	
	18" Sewer Flow	4,000	linear foot	\$2.67	\$10,680.00	
	20" Sewer Flow	4,000	linear foot	\$2.67	\$10,680.00	
	24" Sewer Flow	4,000	linear foot	\$3.33	\$13,320.00	
	30" Sewer Flow	4,000	linear foot	\$3.33	\$13,320.00	
	36" Sewer Flow	1,000	linear foot	\$6.67	\$6,670.00	
	42" Sewer Flow	1,000	linear foot	\$6.67	\$6,670.00	
	48" Sewer Flow	1,000	linear foot	\$6.67	\$6,670.00	
	54" Sewer Flow	1,000	linear foot	\$6.67	\$6,670.00	
	>54" Sewer Flow	1,000	linear foot	\$8.33	\$8,330.00	
8 Pump Set-Up						
	4" Pump	5	each	\$300.00	\$1,500.00	
	6" Pump	5	each	\$450.00	\$2,250.00	
	8" Pump	5	each	\$600.00	\$3,000.00	
	10" Pump	5	each	\$600.00	\$3,000.00	
	12" Pump	5	each	\$750.00	\$3,750.00	
9 Pump Operation (per hour / per pump)						
	4" Pump	6	hour	\$25.00	\$150.00	
	6" Pump	6	hour	\$30.00	\$180.00	
	8" Pump	6	hour	\$35.00	\$210.00	
	10" Pump	6	hour	\$45.00	\$270.00	
	12" Pump	6	hour	\$50.00	\$300.00	
10 TV Inspection - Sewer Lateral						
	0' to 30'	10	each	\$125.00	\$1,250.00	
	>30'	10	linear foot	\$5.00	\$50.00	
Lateral Cleaning						
		5,000	linear foot	\$5.00	\$25,000.00	
11 TV Pipe Inspection (<10,000 linear ft)						
	6" to 12" Diameter	1,000	linear foot	\$0.75	\$750.00	
	14" to 18" Diameter	8,000	linear foot	\$1.50	\$12,000.00	
	20" to 24" Diameter	5,000	linear foot	\$1.75	\$8,750.00	
	27" to 42" Diameter	2,000	linear foot	\$2.50	\$5,000.00	
	43" to 54" Diameter	2,000	linear foot	\$2.75	\$5,500.00	
	>54" Diameter	2,000	linear foot	\$5.00	\$10,000.00	
12 Additional Set-Up						
		1	lump sum	\$500.00	\$500.00	
13 Smoke Testing						
		5,000	linear foot	\$0.40	\$2,000.00	
TOTAL - GROUP 1, SECTION A (items 1-13)						\$1,018,520.00

EXHIBIT B FEE RATE SCHEDULE REVISED - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services					GML Coatings	
DESCRIPTION	SIZE	EST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE	
GROUP 1, SECTION B Sanitary Sewer, Stormwater Systems Line Rehabilitation - Method 1, CIPP (Cured in Place Pipe)						
1 Sanitary Sewer Mains 6" to 24"						
5.0mm normal thickness (.197)	6" Diameter	5,000	linear foot	\$45.00	\$225,000.00	
7.5mm normal thickness (.295)	8" Diameter	10,000	linear foot	\$31.15	\$311,500.00	
7.5mm normal thickness (.295)	10" Diameter	8,000	linear foot	\$35.84	\$286,720.00	
9.0mm normal thickness (.354)	12" Diameter	8,000	linear foot	\$43.10	\$344,800.00	
9.0mm normal thickness (.354)	15" Diameter	5,000	linear foot	\$54.46	\$272,300.00	
10.5mm normal thickness (.413)	18" Diameter	5,000	linear foot	\$71.00	\$355,000.00	
12.0mm normal thickness (.472)	21" Diameter	5,000	linear foot	\$88.00	\$440,000.00	
13.5mm normal thickness (.531)	24" Diameter	1,500	linear foot	\$105.00	\$157,500.00	
15.0mm normal thickness (.591)	24" Diameter	1,500	linear foot	\$112.00	\$168,000.00	
2 Sanitary Sewer Mains >24"						
13.5mm normal thickness (.531)	27" Diameter	2,000	linear foot	\$115.00	\$230,000.00	
15.0mm normal thickness (.591)	27" Diameter	2,000	linear foot	\$120.00	\$240,000.00	
15.0mm normal thickness (.591)	30" Diameter	2,000	linear foot	\$135.00	\$270,000.00	
16.5mm normal thickness (.650)	36" Diameter	1,000	linear foot	\$155.00	\$155,000.00	
18.0mm normal thickness (.709)	36" Diameter	1,000	linear foot	\$160.00	\$160,000.00	
16.5mm normal thickness (.650)	42" Diameter	1,000	linear foot	\$211.00	\$211,000.00	
18.0mm normal thickness (.709)	42" Diameter	1,000	linear foot	\$220.00	\$220,000.00	
18.0mm normal thickness (.709)	42" Diameter	1,000	linear foot	\$251.00	\$251,000.00	
16.5mm normal thickness (.650)	48" Diameter	1,000	linear foot	\$264.00	\$264,000.00	
18.0mm normal thickness (.709)	48" Diameter	1,000	linear foot	\$264.00	\$264,000.00	
16.5mm normal thickness (.650)	54" Diameter	1,000	linear foot	\$277.00	\$277,000.00	
18.0mm normal thickness (.709)	54" Diameter	1,000	linear foot	\$288.00	\$288,000.00	
18.0mm normal thickness (.709)	>54" Diameter	1,000	linear foot	\$378.00	\$378,000.00	
TOTAL - GROUP 1, SECTION B (items 1-2)						\$5,504,820.00
GROUP 1, SECTION C Sanitary Sewer / Stormwater Systems Line Rehabilitation, By-Pass- Pumping						
1 Tanker truck tank 4,000 gallon capacity 5 per load \$1,500.00 \$7,500.00						
2 Standard service reconnection 5 each \$350.00 \$1,750.00						
3 Service with pressure grouting 5 each \$2,500.00 \$12,500.00						
4 Lateral reinstatement cutting of defective lateral opening 5 each \$1,500.00 \$7,500.00						
5 Trenchless lateral cleaning and reconstruction system <=30' Linear Feet 50 linear foot \$90.00 \$4,500.00						
6 Trenchless lateral cleaning and reconstruction system >30' Linear Feet 50 linear foot \$90.00 \$4,500.00						
7 Full wrap at main and 24" up connection 200 each \$2,750.00 \$550,000.00						
8 Additional; clean out installation, grassed area 0'-4' 10 each \$350.00 \$3,500.00						
9 Additional; clean out installation, grassed area >4' 2 each \$650.00 \$1,300.00						
10 Additional; clean out installation, paved area 0'-4' 10 each \$1,500.00 \$15,000.00						
11 Additional; clean out installation, paved area >4' 3 each \$3,000.00 \$9,000.00						
TOTAL - GROUP 1, SECTION C (items 1-11)						\$617,050.00
GROUP 1, SECTION D Sanitary Sewer Joint Air Testing, Joint Grouting, and Lateral Grouting						
Joints Per Lateral						
1 Lateral Grouting, Sanitary Sewer						
	6" Diameter, < 50' Run	20	each	\$1,000.00	\$20,000.00	
	6" Diameter, > 50' Run	20	each	\$1,500.00	\$30,000.00	
	8"-12" Diameter, < 50' Run	20	each	\$2,000.00	\$40,000.00	
	8"-12" Diameter, > 50' Run	20	each	\$2,500.00	\$50,000.00	
2 Joint Testing, Sanitary Sewer						
	6"-15" Diameter, < 50' Run	20	each	\$65.00	\$1,300.00	
	6"-15" Diameter, > 50' Run	20	each	\$60.00	\$1,200.00	
3 Joint Grouting, Sanitary Sewer						
	6" Diameter, < 50' Run	20	each	\$50.00	\$1,000.00	
	6" Diameter, > 50' Run	20	each	\$40.00	\$800.00	
	8" Diameter, < 50' Run	20	each	\$60.00	\$1,200.00	
	8" Diameter, > 50' Run	20	each	\$55.00	\$1,100.00	
	10" Diameter, < 50' Run	20	each	\$75.00	\$1,500.00	
	10" Diameter, > 50' Run	20	each	\$70.00	\$1,400.00	
	12" Diameter, < 50' Run	20	each	\$85.00	\$1,700.00	
	12" Diameter, > 50' Run	20	each	\$80.00	\$1,600.00	
	15" Diameter, < 50' Run	20	each	\$115.00	\$2,300.00	
	15" Diameter, > 50' Run	20	each	\$110.00	\$2,200.00	
4 Additional grout 20 gallon \$20.00 \$400.00						
TOTAL - GROUP 1, SECTION D (items 1-4)						\$157,700.00

EXHIBIT B FEE RATE SCHEDULE REVISED - AGREEMENT NO. 21-R07533JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services					GML Coatings	
DESCRIPTION	SIZE	EST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE	
GROUP 1, SECTION E Miscellaneous Items						
1 Mechanical cutting for grease or mineral deposits (heavier process than root cutting, not as heavy as tuberculation cutting (all sizes)		30	linear foot	\$100.00	\$3,000.00	
2 Main line air testing and grouting of joints (8" - 24")		1,000	each joint	\$40.00	\$40,000.00	
3 Void grouting by the cubic yard		2	each joint	\$500.00	\$1,000.00	
4 Traffic Control						
Flagman (each)		2	day	\$400.00	\$800.00	
Supervisor		1	day	\$500.00	\$500.00	
Non-Electronic Signage (each)		4	day	\$2.00	\$8.00	
Arrowboard (each)		2	day	\$50.00	\$100.00	
Cones (each)		2	day	\$2.00	\$4.00	
Barricades (each)		2	day	\$2.00	\$4.00	
Lane dividers (each)		4	day	\$10.00	\$40.00	
Variable message board		4	day	\$75.00	\$300.00	
Light tower		2	day	\$225.00	\$450.00	
Easement access, additional	<12" Diameter	100	linear foot	\$1.50	\$150.00	
Easement access, additional	>12" Diameter	100	linear foot	\$1.50	\$150.00	
Wellpointing / dewatering		1	lump sum	\$3,500.00	\$3,500.00	
5 Mobilization / Demobilization (projects in excess of \$100,000), including Performance and Payment Bond		100,000	%	1.00%	\$1,000.00	
6 Mobilization / Demobilization (projects less than \$100,000), without Performance and Payment Bond		25,000	%	2.00%	\$500.00	
TOTAL - GROUP 1, SECTION E (items 1-6)					\$51,506.00	
GROUP 3 - SECTION A Line & Manhole Rehabilitation Method 1 Manhole Surfacing Corrosion Protection of Manholes						
1 Corrosion Protection, 1/4" thickness (6mm)						
	48"	40	vertical foot	\$373.75	\$14,950.00	
	60"	20	vertical foot	\$467.19	\$9,343.80	
	72"	15	vertical foot	\$560.63	\$8,409.45	
2 Injection Grouting						
	0' to 5' Manhole Depth	20	per manhole	\$787.50	\$15,750.00	
	5' 1" to 10' Manhole Depth	20	per manhole	\$897.00	\$17,940.00	
	10' 1" to 15' Manhole Depth	20	per manhole	\$1,794.00	\$35,880.00	
	15' 1" to 20' Manhole Depth	20	per manhole	\$2,067.00	\$41,340.00	
	>20' Manhole Depth	20	per manhole	\$2,613.00	\$52,260.00	
3 Vacuum Jet Cleaning		40	per manhole	\$150.00	\$6,000.00	
4 Removal of Existing Liner		20	vertical foot	\$125.60	\$2,512.00	
5 Void Grouting		40	cubic yard	\$150.00	\$6,000.00	
TOTAL - GROUP 3, SECTION A (items 1-5)					\$210,385.25	

EXHIBIT B FEE RATE SCHEDULE REVISED - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services					GML Coatings	
DESCRIPTION	SIZE	EST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE	
GROUP 3, SECTION B Line & Manhole Rehabilitation - Method 2 Manhole Surfacing; Structural Rehabilitation of Manholes						
1 Application	1/2" thickness (13mm)	40	vertical foot	\$156.25	\$6,250.00	
	1" thickness (25mm)	20	vertical foot	\$249.94	\$4,998.80	
2 Bench / Invert Repair		20	each manhole	\$437.50	\$8,750.00	
3 Injection Grouting	0' to 5' Manhole Depth	20	each manhole	\$787.50	\$15,750.00	
	5' 1" to 10' Manhole Depth	20	each manhole	\$897.00	\$17,940.00	
	10' 1" to 15' Manhole Depth	20	each manhole	\$1,794.00	\$35,880.00	
	15' 1" to 20' Manhole Depth	20	each manhole	\$2,067.00	\$41,340.00	
	>20' Manhole Depth	20	each manhole	\$2,613.00	\$52,260.00	
4 Vacuum Jet Cleaning		20	cubic yard	\$150.00	\$3,000.00	
5 Bid Item Removed at Request of the County		20	vertical foot	\$150.00	\$3,000.00	
6 Void Grouting						
7 By-Pass Pumping	8" Sewer Flow	3,000	linear foot	\$1.50	\$4,500.00	
	10" Sewer Flow	3,000	linear foot	\$1.50	\$4,500.00	
	12" Sewer Flow	3,000	linear foot	\$2.00	\$6,000.00	
	15" Sewer Flow	4,000	linear foot	\$2.00	\$8,000.00	
	18" Sewer Flow	4,000	linear foot	\$2.67	\$10,680.00	
	20" Sewer Flow	4,000	linear foot	\$2.67	\$10,680.00	
	24" Sewer Flow	4,000	linear foot	\$3.33	\$13,320.00	
	30" Sewer Flow	4,000	linear foot	\$3.33	\$13,320.00	
	36" Sewer Flow	4,000	linear foot	\$3.33	\$13,320.00	
	42" Sewer Flow	4,000	linear foot	\$6.67	\$26,680.00	
	48" Sewer Flow	4,000	linear foot	\$6.67	\$26,680.00	
	54" Sewer Flow	4,000	linear foot	\$6.67	\$26,680.00	
	>54" Sewer Flow	2,000	linear foot	\$8.33	\$16,660.00	
8 Manhole Rim Replacement						
	1 - 5 Inches	12	each	\$650.00	\$7,800.00	
	6 - 10 Inches	15	each	\$650.00	\$9,750.00	
	11 - 20 Inches	15	each	\$650.00	\$9,750.00	
	20 Plus Inches	15	each	\$650.00	\$9,750.00	
TOTAL - GROUP 3, SECTION B (items 1-8)					\$407,238.80	
GROUP 3, SECTION C Miscellaneous Items						
1 Traffic Control						
	Flagman (each)	2	day	\$400.00	\$800.00	
	Supervisor	1	day	\$500.00	\$500.00	
	Non-Electronic Signage (each)	4	day	\$2.00	\$8.00	
	Arrowboard (each)	2	day	\$50.00	\$100.00	
	Cones (each)	2	day	\$2.00	\$4.00	
	Barricades (each)	2	day	\$2.00	\$4.00	
	Lane dividers (each)	4	day	\$10.00	\$40.00	
	Variable message board	4	day	\$75.00	\$300.00	
	Light tower	2	day	\$225.00	\$450.00	
	Easement access, additional	<12" Diameter	100	linear foot	\$0.01	\$1.00
	Easement access, additional	>12" Diameter	100	linear foot	\$0.01	\$1.00
	Wellpointing / dewatering		1	lump sum	\$2,500.00	\$2,500.00
2	Mobilization / Demobilization (projects in excess of \$100,000), including Performance and Payment Bond	100,000	%	1.00%	\$1,000.00	
3	Mobilization / Demobilization (projects less than \$100,000), without Performance and Payment Bond	25,000	%	2.00%	\$500.00	
4	PACP manhole inspections - Level 1 - Visual inspection and report of observations	10,000	linear foot	\$6.00	\$60,000.00	
5	PACP manhole inspections - Level 2 - CCTV inspection and data capture computer reports - including measurements of manhole data	10,000	linear foot	\$13.30	\$133,000.00	
TOTAL - GROUP 3, SECTION C (items 1-5)					\$199,208.00	
TOTAL GROUP 1					\$7,349,596.00	
TOTAL GROUP 2						
TOTAL GROUP 3					\$816,832.05	
TOTAL GROUP 4						

**AMENDMENT NO. 4 TO AGREEMENT NO. 21-R075323JH
FOR SANITARY SEWER, STORMWATER, LINE & MANHOLE REHABILITATION
SERVICES**

This Amendment No. 4 to Agreement No. 21-R075323JH (hereinafter referred to as “Amendment”) is made as of this 1st day of March, 2026 (hereinafter referred to as “Effective Date”) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter referred to as “County”) and GML Coatings, LLC., a Florida limited liability company, whose address is 10315 Technology Terrace, Bradenton, FL 34211, (hereinafter referred to as “Contractor”); collectively referred to as the “Parties” and individually as “Party”.

WHEREAS, on March 1, 2021, the Parties hereto entered into Agreement 21-R075323JH for sanitary sewer, stormwater, line & manhole rehabilitation services (hereinafter referred to as “Agreement”); and

WHEREAS, on February 15, 2023, the Parties hereto entered into Amendment No. 1 to incorporate Exhibit B, Fee Rate Schedule Revised; and

WHEREAS, on February 29, 2024, the Parties hereto entered into Amendment No. 2 to extend the Agreement beginning February 29, 2024 and ending February 28, 2025; and

WHEREAS, on March 1, 2025, the Parties hereto entered into Amendment No. 3 to extend the Agreement beginning March 1, 2025 and ending February 28, 2026; and

WHEREAS, the County has determined a need to extend the Agreement; and

WHEREAS, Contractor agrees to continue to provide sanitary sewer, stormwater, line & manhole rehabilitation services to the County in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

2. Agreement Term

This Amendment No. 4 hereby extends the Agreement beginning March 1, 2026 and ending February 28, 2027.

3. Agreement

The Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and this Amendment No. 4 represent the entire understanding between the Parties.

4. Terms and Conditions.

Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed effective as of the date set forth above.

GML COATINGS, LLC.

By: 

Printed Name: DACE FLOCKER

Title: Senior Vice President

Date: 12/9/25

MANATEE COUNTY, a political subdivision
Of the State of Florida

By: Jacob Erickson, MBA, CPPO, NIGP-CPP
Digitally signed by Jacob Erickson, MBA, CPPO, NIGP-CPP
Date: 2025.12.10 07:58:35 -05'00'

Jacob Erickson, MBA, CPPO, NIGP-CPP

Title: Purchasing Official

Date: _____

EXHIBIT "B"
INSURANCE REQUIREMENTS

The certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury, please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.

EXHIBIT C



10315 Technology Terrace • Lakewood Ranch, FL 34211 • Office: 941.755.2176 • Fax: 941.755.2428 • www.gmlcoatings.com

QUOTATION DATE: Thursday, April 9, 2026

PROPOSAL #: 25060

Bradley Tindell
City of Lake City

Thank you for the opportunity to introduce the services and products GML Coatings, LLC. has to offer and to bid on your upcoming project. We are excited to highlight the value we can provide your organization through our Availability, Reliability, and Consistency.

SERVICES OFFERED BY GML COATINGS, LLC.

- Manhole & Lift Station Rehabilitation and Coatings
- Water & Wastewater Tank Linings
- Chemical Grouting

PRODUCTS OFFERED BY GML COATINGS, LLC.

- Green Monster™ Potable
- Green Monster™ Structural
- Green Monster™ Extreme
- GML-30 Cementitious Concrete
- GML-60 Cementitious Concrete
- SewerCrete™ LeakStop
- SewerCrete™ Hydraulic Cement

Please find our proposal on the following pages and let us know if you have any questions or concerns. Visit our website for more information about what we do at www.gmlcoatings.com.

Thank you again for the opportunity to develop our relationship and we look forward to hearing from you.

Thank you and best regards,

Dale Flocker

Director of Operations
GML Coatings, LLC.
941-281-9236

SCOPE OF WORK

1. Surface preparation will begin by sandblasting the entire substrate preparing the surface so that it is structurally intact and clean of all corrosion.
2. After sandblasting is completed, the surface area will be power washed at 4000psi, ridding the substrate of all dust and sand.
3. All sand will be removed from the structure along with other debris.
4. GML 30/60, a one component, polymer modified, cementitious mortar will be applied rebuilding the substrate and acting as a re-surfacer providing a smooth surface to spray and fixing any imperfections.
5. The work area will be completely dried using indirect heat; providing the most ideal environment for superior adhesion.
6. Green Monster™ Structural is spray applied at a 250 mil thickness. This will be sprayed from the top down creating a 100% monolithic lining system throughout the structure.

MANHOLE REHABILITATION

NO.	MANHOLE ID	DIAMETER	DEPTH	PRICE (EA)
1	142	4.00	6.00	\$4,414.81
2	143	4.00	4.50	\$3,421.58
3	144	4.00	7.00	\$5,076.97
4	145	4.00	8.00	\$5,297.25
5	146	4.00	4.50	\$2,979.70
6	148	4.00	10.00	\$7,063.44
7	149	4.00	7.00	\$4,188.98
8	151	4.00	8.00	\$6,645.09
9	142	4.00	6.00	\$4,414.81
10	153	4.00	12.00	\$8,677.42
11	154	4.00	5.00	\$3,913.75
12	156	4.00	4.00	\$3,090.50
13	157	4.00	8.50	\$5,628.33
14	158	4.00	4.00	\$2,583.08
15	159	4.00	7.00	\$5,076.97
16	160	4.00	8.50	\$5,628.33
17	161	4.00	4.00	\$3,378.45
18	207	4.00	7.00	\$6,912.95
19	210	4.00	9.00	\$7,983.55
20	213	4.00	6.00	\$5,935.77
21	218	4.00	7.00	\$6,912.95
22	220	4.00	6.00	\$5,029.80
23	221	4.00	7.00	\$6,912.95
24	317	4.00	10.00	\$8,518.85
25	318	4.00	10.00	\$6,700.85
26	324	4.00	9.00	\$6,165.55
27	327	4.00	11.50	\$8,409.77
28	1468	4.00	12.00	\$10,199.69
29	2081	4.00	7.50	\$8,132.02
30	2084	4.00	8.00	\$8,463.09
31	2249	4.00	13.50	\$11,298.37
32	2251	4.00	11.50	\$7,973.95
33	2252	4.00	6.00	\$5,935.77
34	223	4.00	5.00	\$6,204.88
35	233	4.00	11.00	\$11,001.01
36	684	4.00	10.00	\$7,647.11
37	685	4.00	6.50	\$4,536.40

38	1470	4.00	11.00	\$10,578.43
39	1478	4.00	9.00	\$8,158.89
40	1506	4.00	12.00	\$11,335.21
41	1522	4.00	12.50	\$10,127.90
42	3097	4.00	5.50	\$6,630.44
43	229	4.00	11.00	\$11,001.01
44	224	4.00	11.00	\$11,001.01
45	212	4.00	9.00	\$8,835.19
46	216	4.00	9.00	\$8,835.19
47	155	4.00	8.50	\$6,702.22
48	150	4.00	8.50	\$6,702.22
49	321	4.00	10.00	\$7,647.11
TOTAL=				\$339,909.56
EXCLUSIONS:				
Any Excavation Work.				
Bypassing				
Removal of any and all obstructions impeding access to manhole.				
Grit Removal.				
CLARIFICATIONS:				
This proposal is based on GML Coatings work plans in an un-obstructed area, changes/delays in the work plan may incur additional cost.				
This proposal is based on (5) days a week (10) hour per day - work week, (1) shift per day.				
Owner to provide Potable water source nearby to fill tanks on trucks as needed.				
Pricing is based upon award of complete scope with 1 mobilization, any additions or reductions will require re-pricing.				
Liner is installed down to the water line in the invert.				

TERMS AND CONDITIONS

I. Prices contained in this proposal are only valid for thirty (30) days from the date of this proposal; any time period beyond these 30 days may result in prices being subject to re-negotiation.

II. All these terms and conditions shall remain in effect during the duration of the project and shall be controlling as to any claim, dispute, warranty or issue arising after the work.

III. Changes to the scope of work contained in this proposal may be considered a change order and subject to re-negotiated pricing. GML Coatings, LLC. reserves the right to review any change order to determine if any change in terms and conditions is required.

IV. Payment shall be made by check to the operator the day of scheduled service, or in payments (if pre-approved for credit terms) as a percentage of the whole contract every 30 days based upon the percent of work completed and invoiced, without any retainage being held by Customer. No Retention. Final payment shall be made within 30 days of substantial completion of GML Coatings, LLC. work. There will be a 1.5% per month charge for any balance not paid within 30 days.

V. The Non-disclosure of Prevailing Wage rate requirements prior to issuance of this proposal may result in the difference between GML Coatings, LLC. pay rates and the regulated Pay rates being added to the invoice at the time of Billing.

VI. The customer stated above and GML Coating, LLC. agrees to cooperate in scheduling to avoid conflicts or interference with either party's performance.

VII. GML Coatings, LLC. is unable to schedule or carry out any work on this project until a Signed and Accepted Proposal or Sub Contract is received by GML Coatings, LLC. confirming that all Prices and the terms and

conditions are accepted as presented. It is understood and agreed that these terms and conditions shall prevail over any inconsistent term in Customer's purchase order or other documents. No terms and conditions altering or modifying the provisions shall be binding on GML Coatings, LLC. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior approvals and negotiations are merged herein.

VIII. It is agreed that the exclusive venue for all claims, actions or suits concerning the validity, interpretation performance of any of the terms, provisions or warranties of this Agreement, or any other matter relating to Agreement shall be in a court of competent jurisdiction in Manatee County, Florida, with the prevailing party being entitled to recover its attorney's fees and legal costs incurred before, during and after suit, and through trial and appeal, from the other party.

IX. No claim for damage or any claim other than for an extension of time shall be asserted against GML Coatings, LLC. by reason of any delay no matter how caused and GML Coatings, LLC. shall not be liable for any delay or failure of performance due solely to strikes, fires or other causes beyond its control.

X. GML Coatings, LLC. liability in any claim or action related to its work under this Proposal shall in no event exceed the amount of the Proposal and such liability may be fully discharged by a reimbursement of any payments received by GML Coatings, LLC. from Customer under this Proposal. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to claims for GML Coatings, LLC. own negligence. GML Coatings, LLC. shall have no liability or responsibility for any damages or injuries caused by others or caused by events or circumstances beyond its reasonable control.

XI. Customer is responsible for advising GML Coatings, LLC. in writing at the time of accepting this Proposal of any and all objects, structures, pipes, cables, lines or other such items which could be damaged by GML Coatings, LLC. during the performance of its work.

XII. Customer shall immediately inspect the work when substantially completed by GML Coatings, LLC. and advise GML Coatings, LLC. in writing of any aspect of the work which is not acceptable, providing GML Coatings, LLC. a reasonable opportunity to address such issue. A full and complete acceptance of the work shall be presumed upon the Customer making final payment. GML Coatings, LLC. warrants its work will be free from defects and be performed in a good workmanlike manner. GML Coatings, LLC. provides no warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. GML Coatings, LLC. shall not be responsible for any special, incidental or consequential damages.

ACCEPTANCE OF PROPOSAL

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

CUSTOMER SIGNATURE: _____ **TITLE:** _____

PRINTED NAME: _____ **DATE:** _____

Please indicate by circle if this is:

Certified Payroll Project	YES	NO
Prevailing Wage Conditions	YES	NO
An EEO Project	YES	NO

GML COATINGS SIGNATURE: _____ **TITLE:** _____

PRINTED NAME: _____ **DATE:** _____

We appreciate the opportunity to work for you. The information below is intended to help you with contacts in our working relationship.

COMPANY INFORMATION

GML Coatings, LLC.
10315 Technology Terrace
Lakewood Ranch, FL 34211

INSTRUCTIONS FOR EXECUTING CONTRACT AGREEMENT

Please print, execute and return a signed copy of the following proposal and all associated documents. Please note that proposals are valid for 30 days and are subject to re-negotiation after that point. After the proposal is received and fully executed, the document will be signed and one original will be returned to you for your records.

Please be sure to:

- Identify FDOT#'s and Project Fin#'s.
- Notify us of Prevailing Wage, Certified Payroll, and EEO circumstances. Provide accompanying documentation and contact information for the officers responsible for handling each.
- Complete Credit Application for credit terms (New Customers Only).
- Contact Scheduling Project Manager within 90 Days or as soon as possible to schedule new projects. Notify us immediately of any scheduling conflicts or changes.

Conditions [ft]		Mobilization
0.00000	5.00000	<100 000
5.08333	10.00000	1%
10.08333	15.00000	>100 000.01
15.08333	20.00000	2%
20.08333		

NO.	MANHOLE ID #	DEPTH	DIAMETER	COATING	BENCH REBUILD	INFILTRATION	GROUP 3, SECTION A		GROUP 3, SECTION B			GROUP 3, SECTION C					TOTAL COST			
							1 - CORROSION PROTECTION 1/4" thickness (6mm) - 48" \$373.75 PER VF	4 - REMOVAL OF EXISTING LINER \$125.60 PER VF	1 - APPLICATION 1/2" THICKNESS (13mm) \$156.25 PER VF	2 - BENCH/INVERT REPAIR \$437.50 PER MANHOLE	3 - INJECTION GROUTING Manhole Depth - 0' to 5' \$787.50 Manhole Depth - 5'1" to 10' \$897.00 Manhole Depth - 10'1" to 15' \$1,794.00 Manhole Depth - 15'1" to 20' \$2,067.00 Manhole Depth - 20'1" and over \$2,613.00	8 - MANHOLE RIM REPLACEMENT \$650.00 PER EACH	TRAFFIC CONTROL - LIGHT TOWER \$225.00 PER DAY	TRAFFIC CONTROL 1 - FLAGMAN (each) \$400.00 PER DAY	TRAFFIC CONTROL 2 - ARROWBOARD (each) \$50.00 PER DAY	TRAFFIC CONTROL 1 - BARRICADES (each) \$2.00 PER DAY		3 - MOBILIZATION 1%		
1	142	6.00	4.00	x	x		\$2,242.50	\$753.60	\$937.50	\$437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.71	\$4,414.81			
2	143	4.50	4.00	x	x		\$1,681.88	\$565.20	\$703.13	\$437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.88	\$3,421.58			
3	144	7.00	4.00	x	x		\$2,616.25	\$879.20	\$1,093.75	\$437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.27	\$5,076.97			
4	145	8.00	4.00	x			\$2,990.00	\$1,004.80	\$1,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.45	\$5,297.25			
5	146	4.50	4.00	x			\$1,681.88	\$565.20	\$703.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.50	\$2,979.70			
6	148	10.00	4.00	x			\$3,737.50	\$1,256.00	\$1,562.50	\$437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69.94	\$7,063.44			
7	149	7.00	4.00		x		\$2,616.25	\$0.00	\$1,093.75	\$437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.48	\$4,188.98			
8	151	8.00	4.00	x	x	x	\$2,990.00	\$1,004.80	\$1,250.00	\$437.50	\$897.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65.79	\$6,645.09			
9	142	6.00	4.00	x	x		\$2,242.50	\$753.60	\$937.50	\$437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.71	\$4,414.81			
10	153	12.00	4.00		x	x	\$4,485.00	\$0.00	\$1,875.00	\$437.50	\$1,794.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85.92	\$8,677.42			
11	154	5.00	4.00		x	x	\$1,868.75	\$0.00	\$781.25	\$437.50	\$787.50	\$0.00	\$0.00	\$0.00	\$0.00	\$38.75	\$3,913.75			
12	156	4.00	4.00	x	x		\$1,495.00	\$502.40	\$625.00	\$437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.60	\$3,090.50			
13	157	8.50	4.00	x			\$3,176.88	\$1,067.60	\$1,328.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.73	\$5,628.33			
14	158	4.00	4.00		x		\$1,495.00	\$0.00	\$625.00	\$437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.58	\$2,583.08			
15	159	7.00	4.00	x	x		\$2,616.25	\$879.20	\$1,093.75	\$437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.27	\$5,076.97			
16	160	8.50	4.00	x			\$3,176.88	\$1,067.60	\$1,328.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.73	\$5,628.33			
17	161	4.00	4.00		x	x	\$1,495.00	\$0.00	\$625.00	\$437.50	\$787.50	\$0.00	\$0.00	\$0.00	\$0.00	\$33.45	\$3,378.45			
18	207	7.00	4.00		x	x	\$2,616.25	\$0.00	\$1,093.75	\$437.50	\$897.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$68.45	\$6,912.95			
19	210	9.00	4.00		x	x	\$3,363.75	\$0.00	\$1,406.25	\$437.50	\$897.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$79.05	\$7,983.55			
20	213	6.00	4.00			x	\$2,242.50	\$0.00	\$937.50	\$0.00	\$897.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$58.77	\$5,935.77			
21	218	7.00	4.00		x	x	\$2,616.25	\$0.00	\$1,093.75	\$437.50	\$897.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$68.45	\$6,912.95			
22	220	6.00	4.00				\$2,242.50	\$0.00	\$937.50	\$0.00	\$0.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$49.80	\$5,029.80			
23	221	7.00	4.00		x	x	\$2,616.25	\$0.00	\$1,093.75	\$437.50	\$897.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$68.45	\$6,912.95			
24	317	10.00	4.00		x	x	\$3,737.50	\$0.00	\$1,562.50	\$437.50	\$897.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$84.35	\$8,518.85			
25	318	10.00	4.00		x	x	\$3,737.50	\$0.00	\$1,562.50	\$437.50	\$897.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66.35	\$6,700.85			
26	324	9.00	4.00		x	x	\$3,363.75	\$0.00	\$1,406.25	\$437.50	\$897.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61.05	\$6,165.55			
27	327	11.50	4.00		x	x	\$4,298.13	\$0.00	\$1,796.88	\$437.50	\$1,794.00	\$0.00	\$0.00	\$0.00	\$0.00	\$83.27	\$8,409.77			
28	1468	12.00	4.00	x	x	x	\$4,485.00	\$1,507.20	\$1,875.00	\$437.50	\$1,794.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.99	\$10,199.69			
29	2081	7.50	4.00	x	x	x	\$2,803.13	\$942.00	\$1,171.88	\$437.50	\$897.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$80.52	\$8,132.02			
30	2084	8.00	4.00	x	x	x	\$2,990.00	\$1,004.80	\$1,250.00	\$437.50	\$897.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$83.79	\$8,463.09			
31	2249	13.50	4.00		x	x	\$5,045.63	\$0.00	\$2,109.38	\$437.50	\$1,794.00	\$0.00	\$0.00	\$0.00	\$0.00	\$111.87	\$11,298.37			
32	2251	11.50	4.00				\$4,298.13	\$0.00	\$1,796.88	\$0.00	\$0.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$78.95	\$7,973.95			
33	2252	6.00	4.00			x	\$2,242.50	\$0.00	\$937.50	\$0.00	\$897.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$58.77	\$5,935.77			
34			4.00				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
TOTAL=							255.00		\$95,306.25	\$13,753.20	\$39,843.75	\$10,937.50	\$19,515.00	\$0.00	\$0.00	\$19,200.00	\$0.00	\$2,400.00	\$2,009.56	\$202,965.34

NO.	MANHOLE ID #	DEPTH	DIAMETER	COATING	BENCH REBUILD	INFILTRATION	GROUP 3, SECTION A		GROUP 3, SECTION B			GROUP 3, SECTION C					TOTAL COST			
							1 - CORROSION PROTECTION 1/4" thickness (6mm) - 48" \$373.75 PER VF	4 - REMOVAL OF EXISTING LINER \$125.60 PER VF	1 - APPLICATION 1" THICKNESS (25mm) \$249.94 PER VF	2 - BENCH/INVERT REPAIR \$437.50 PER MANHOLE	3 - INJECTION GROUTING Manhole Depth - 0' to 5' \$787.50 Manhole Depth - 5'1" to 10' \$897.00 Manhole Depth - 10'1" to 15' \$1,794.00 Manhole Depth - 15'1" to 20' \$2,067.00 Manhole Depth - 20'1" and over \$2,613.00	8 - MANHOLE RIM REPLACEMENT \$650.00 PER EACH	TRAFFIC CONTROL - LIGHT TOWER \$225.00 PER DAY	TRAFFIC CONTROL 1 - FLAGMAN (each) \$400.00 PER DAY	TRAFFIC CONTROL 2 - ARROWBOARD (each) \$50.00 PER DAY	TRAFFIC CONTROL 1 - BARRICADES (each) \$2.00 PER DAY		3 - MOBILIZATION 1%		
1	223	5.00	4.00		x	x	\$1,868.75	\$0.00	\$1,249.70	\$437.50	\$787.50	\$0.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$61.43	\$6,204.88		
2	233	11.00	4.00		x	x	\$4,111.25	\$0.00	\$2,749.34	\$437.50	\$1,794.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$108.92	\$11,001.01			
3	684	10.00	4.00		x	x	\$3,737.50	\$0.00	\$2,499.40	\$437.50	\$897.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.71	\$7,647.11			
4	685	6.50	4.00		x		\$2,429.38	\$0.00	\$1,624.61	\$437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.91	\$4,536.40			
5	1470	11.00	4.00	x	x	x	\$4,111.25	\$1,381.60	\$2,749.34	\$437.50	\$1,794.00	\$0.00	\$0.00	\$0.00	\$0.00	\$104.74	\$10,578.43			
6	1478	9.00	4.00	x	x	x	\$3,363.75	\$1,130.40	\$2,249.46	\$437.50	\$897.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80.78	\$8,158.89			
7	1506	12.00	4.00	x	x	x	\$4,485.00	\$1,507.20	\$2,999.28	\$437.50	\$1,794.00	\$0.00	\$0.00	\$0.00	\$0.00	\$112.23	\$11,335.21			
8	1522	12.50	4.00		x	x	\$4,671.88	\$0.00	\$3,124.25	\$437.50	\$1,794.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.28	\$10,127.90			
9	3097	5.50	4.00		x	x	\$2,055.63	\$0.00	\$1,374.67	\$437.50	\$897.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$65.65	\$6,630.44			
10	229	11.00	4.00		x	x	\$4,111.25	\$0.00	\$2,749.34	\$437.50	\$1,794.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$108.92	\$11,001.01			
11	224	11.00	4.00		x	x	\$4,111.25	\$0.00	\$2,749.34	\$437.50	\$1,794.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$108.92	\$11,001.01			
12	212	9.00	4.00		x	x	\$3,363.75	\$0.00	\$2,249.46	\$437.50	\$897.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$87.48	\$8,835.19			
13	216	9.00	4.00		x	x	\$3,363.75	\$0.00	\$2,249.46	\$437.50	\$897.00	\$0.00	\$1,600.00	\$0.00	\$200.00	\$87.48	\$8,835.19			
14	155	8.50	4.00		x	x	\$3,176.88	\$0.00	\$2,124.49	\$437.50	\$897.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66.36	\$6,702.22			
15	150	8.50	4.00		x	x	\$3,176.88	\$0.00	\$2,124.49	\$437.50	\$897.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66.36	\$6,702.22			
16	321	10.00	4.00		x	x	\$3,737.50	\$0.00	\$2,499.40	\$437.50	\$897.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.71	\$7,647.11			
TOTAL=							149.50		\$55,875.63	\$4,019.20	\$37,366.03	\$7,000.00	\$18,727.50	\$0.00	\$0.00	\$11,200.00	\$0.00	\$1,400.00	\$1,355.88	\$136,944.24

TOTAL= \$339,909.56

P2100625
BLANKET PURCHASE ORDER #

RELEASE #

GML COATINGS SIGNATURE

PRINTED NAME

DATE

TITLE

CUSTOMER SIGNATURE

PRINTED NAME

DATE

TITLE

File Attachments for Item:

4. City Council Resolution No. 2026-060 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and SGS Contracting Services, Inc., a Florida Corporation, for underground utility services at the Saint Margarets Waste Water Treatment Facility; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: SGS Contracting Services Piggyback - City of Ormond Beach, FL

DEPT / OFFICE: Wastewater Treatment Facility

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director Cody Pridgeon	Date 4/29/2026
Recommended Action: Approve a piggyback contract with SGS Contracting Services for underground utility construction management.		
Summary Explanation & Background: The City of Ormond Beach issued RFQ 2025 41 for Construction Management at Risk services for underground utility work. Following this competitive process, SGS Contracting Services was awarded a contract that remains active through September 16, 2029. SGS has already completed substantial work for the city at the Saint Margaret’s facility and has extensive familiarity with existing site and utility conditions. Using their competitively procured contract through a piggyback arrangement would provide continuity of service and reduce mobilization and procurement time. This approach also supports efficient use of resources by leveraging an existing, fully vetted contract. The scope of work aligns with the services covered under the original solicitation. Upon approval, individual task assignments will be issued to SGS in accordance with the contract terms.		
Alternatives: Decline to piggyback.		
Source of Funds:		
Financial Impact:		
Exhibits Attached: Piggyback Contract (SGS Contracting), Exhibit A-Bid/Contract Documents (can be viewed in the Procurement department)		

RESOLUTION NO 2026-060

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND SGS CONTRACTING SERVICES, INC., A FLORIDA CORPORATION, FOR UNDERGROUND UTILITY SERVICES AT THE SAINT MARGARETS WASTE WATER TREATMENT FACILITY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the “City Purchasing Policies”) of the City of Lake City (the “City”) provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, the City has a need for underground utility services at the Saint Margarets Waste Water Treatment Facility (the “Services”); and

WHEREAS; the City of Ormond Beach, Florida, a Florida municipal corporation (“Ormond Beach”), negotiated a contract with SMS Contracting Services, Inc., a Florida corporation (the “Vendor”) to supply the Services pursuant to RFQ 2025-41; and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Services by Ormond Beach; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Services on such terms and conditions as the Vendor has contracted with Ormond Beach; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, engaging the Vendor to provide the Services is in the public interest and in the interests of the City; now, therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should

- be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
 4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
 5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of June, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the “Agreement”) is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

SGS Contracting Services Inc
PO Box 908
High Springs, FL 32655

(the “Vendor”).

WITNESSETH:

WHEREAS, on **September 17, 2025**, **City of Ormond Beach** (the “Original Procuring Government”) awarded **RFQ 2025-41 for Construction Management at Risk Services for Underground Utility Services** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit ‘A’ (the “Original Procurement and Contract”) can be viewed in the Procurement department; and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement and Contract; and

WHEREAS, the Vendor is willing to provide “piggyback” services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement and Contract documents;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.

2. **General.**
 - a. **Terms of Agreement.** This is a piggyback purchasing *Agreement*. The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit ‘A’, specifically including:
 - i. All instructions to bidders and general information in the Original Procurement and Contract documents;
 - ii. All special conditions of the Original Procurement and Contract documents;
 - iii. All definitions of terms contained in the Original Procurement and Contract documents;
 - iv. All specifications, scopes of services, and/or descriptions of goods to be sold contained in the Original Procurement and Contract documents;

-
- v. All addenda to the Original Procurement and Contract documents;
 - vi. All insurance requirements are outlined in the Original Procurement and Contract documents.
 - vii. All safety requirements outlined in the Original Procurement and Contract documents; and
 - viii. All responses of the Vendor in the Original Procurement and Contract documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

- b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes*. The City ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.
- c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract should control over the bid documents.

3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the term of the Original Procurement and Contract, **September 16, 2029**. This *Agreement* may be renewed as

provided for in the Original Procurement and Contract at the option of the City.

4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.
5. **Price for Services.** The price for the Vendor's performance of the scope of services or the City's purchase of goods shall be established as set forth in the Original Procurement and Contract documents.
6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.
7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:
 - a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
 - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- d. Upon completion of this Agreement, 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 this Agreement, 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 this Agreement 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.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.**

8. Liability and Insurance.

- a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of

Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

- c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.
- d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

SGS CONTRACTING SERVICES, INC

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By _____, its

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY
COUNCIL OF THE CITY OF LAKE CITY,
FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

COMPOSITE EXHIBIT "A"
ORIGINAL PROCUREMENT AND CONTRACT



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR QUALIFICATIONS

PROPOSER ACKNOWLEDGEMENT FORM

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ TITLE: **Construction Management at Risk for Underground Utility Services**
RFQ NUMBER: **2025-41**
RFQ DUE DATE & TIME: **Thursday, July 10, 2025 at 2:30 PM**
RFQ OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**
PRE-PROPOSAL MEETING: **Tuesday, June 24, 2025 at 10:00 AM, City Hall Training Room**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER/FIRM NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Proposal", please state reason (s):

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ RESPONSE FORM

The undersigned SUBMITTER agrees, if this Proposal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Qualifications (RFQ) and to provide all services, as specified or indicated in the RFQ Documents, in full accordance with the terms and conditions set forth therein.

SUBMITTER has examined all of the RFQ Documents and of the following Addenda, receipt of which is hereby acknowledged.:

<u>Addendum Date</u>	<u>Addendum Number</u>
_____	_____
_____	_____
_____	_____

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

FIRM NAME: _____

FIRM'S PROFESSIONAL LICENSE NUMBER: _____

SUBMITTER'S NAME: _____
(Typed or Printed)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby declare that I have read and fully understand the RFQ Documents, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Proposal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

***OMISSION OF A SIGNATURE ON THIS PAGE
MAY RESULT IN REJECTION OF YOUR PROPOSAL.***

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS/PUBLIC RECORDS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid/proposal opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP/RFO: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP/RFO's on-line on the Internet. If you have received a copy of this RFQ from any source other than DemandStar, please be aware that you may not have received the latest version of the RFQ or any related addendums.

SUBMISSION OF PROPOSALS: All Proposals shall be submitted in a sealed envelope. The Request for Qualifications (RFQ) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received by the Purchasing Office after the specified date and time will not be accepted. Proposals must be submitted on forms provided by the City. No other forms will be accepted. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF RFQ: Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any Proposal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFQ OPENING: Proposals shall be opened at the time, date and place specified in the RFQ, and the name of the Proposer shall be read aloud publicly. No discussion of the submittals will occur.

RFQ TABULATION: Any Proposer wishing to receive a copy of the RFQ tabulation is required to enclose a stamped, self-addressed envelope with their Proposal. The RFQ tabulation will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF RFQ ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the City's Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Proposal will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

ASSIGNMENT: Any purchase order or contract issued pursuant to an RFQ and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase order or contract.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall

pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the 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 Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Qualifications unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

STATEMENT OF PURPOSE

The City of Ormond Beach, in compliance and in accordance with the provisions of the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes, and Section 287.057, Procurement of Contractual Services, Florida Statutes, is seeking qualified consultants to provide Construction Management at Risk Services for Underground Utility Services. The City is requesting proposals and intends to select qualified firms or individuals for continuing contract services for the City.

Professional Qualifications: Any firm or individual licensed to perform professional underground utility services in the State of Florida, having demonstrable professional experience, and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Proposal.

SCOPE OF SERVICES

The City of Ormond Beach seeks a consultant qualified in underground utility services. For the purposes of the RFQ, underground utility services work includes both new construction as well as repair and rehabilitation of existing underground utility systems. Underground utility systems shall be understood to include stormwater, sanitary sewer, potable water, reclaimed water systems, associated minor incidental mechanical, electrical, and structural elements. Proposals shall include the firm’s ability to manage all aspects of underground utility projects and address potential impacts of underground utility work, including, but not limited to, the following elements: associated traffic control, lighting for night work, dewatering, demolition, and restoration of surface features (such as roadways, sidewalks, driveways, curb and gutter, sod, irrigation systems, signage, striping, and other ancillary infrastructure). It shall be further understood that the projects to be completed under this contract may or may not include plans and specifications.

SCHEDULE OF PROPOSAL

June 08, 2025	Advertisement
June 24, 2025 at 10:00 AM	Non-mandatory pre-proposal meeting City Hall Training Room, 22 South Beach Street
July 10, 2025, 2:30 PM	Proposals Due - one (1) signed original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive. Both versions must be in the sealed envelope. Submit proposals to the Purchasing Coordinator, Room 102, City Hall, 22 South Beach Street, Ormond Beach, FL 32174.
July 22 - 24, 2025	Proposal Rankings
September 17, 2025	City Commission Approval of contracts.

INFORMATION TO BE SUBMITTED:

Submit one (1) signed original of the complete proposal packet along with one (1) complete electronic copy in pdf format on either a CD or thumb drive which must include the following:

1. General

- a. Letter of interest.
- b. Proposer Acknowledgement form & RFQ Response form (2 Pages), completed.
- c. Overview description of the firm and its ability to provide the professional services being applied for.
- d. Provide list of current continuing contracts and contact information for each.
- e. Whether or not the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
- f. Copy of firm's current Florida Professional License renewal.
- g. Copy of firm's certificate of insurance.
- h. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement.
- i. Completed Drug-Free Workplace Certification and Affidavits

2. Experience

- a. Provide a brief introduction narrative letter highlighting the qualifications of the firm including legal nature of organization, number of years in business, pertinent capabilities, and experience in contracting and managing municipal projects.
- b. Provide an organizational chart of the firm.
- c. Provide a listing of at least 5 and no more than 10 projects completed by the firm as an Exhibit. Projects are recommended to be varied in nature and costs, and aimed at highlighting the firm's capabilities relevant to underground utility services. Include the following for each project:
 - i. Name and location of the project.
 - ii. The nature of the firm's responsibility on the project.
 - iii. Project owner's representative name, address, telephone and e-mail contact information.
 - iv. Date project was completed or is anticipated to be completed.
 - v. Scope of work of project and cost of project.
 - vi. Firm's project manager and other key professionals involved on the project.

- d. Detailed resumes of key personnel that will be working on projects assigned if contracted with the City.
- e. Provide a list of current construction management contracts (if applicable) that the firm currently has including contact information for each contract.

3. Financial Capability

- a. Provide a summary of the firm's financial resources for the past 3 years (including the latest year audited financial statements and holding company). Provide most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b. Provide proof of financial bonding capacity of the firm by submitting a bonding capacity letter from a State approved Surety Agency.

4. Construction Disputes

- a. Describe and explain any pending litigation, major disputes, contract defaults, liquidated damage claims, and/or claims against your firm in the last 5 years. Limit this information to the office submitting qualifications for this submittal. Name the litigants involved and the month and year the case or claim was filed, venue, and a full description of the claims raised in the litigation. Please provide the name, phone number and email address of a contact person in your organization who can provide additional information or clarify any questions regarding these matters. If there is no litigation pending against your firm, please provide a notarized statement stating this fact.

5. Location

- a. Provide the location of office(s) where the project management team will be located. Firms based within the Ormond Beach Utility Service Area shall receive 15 points. Firms based within Volusia or Flagler County (but outside of the Ormond Beach Utility Service Area) shall receive 10 points. Firms located within 100 miles of Ormond Beach City Hall (but outside of Volusia or Flagler County) shall receive 5 points. All other firms located beyond 100 miles from Ormond Beach City Hall shall receive 0 points.

GENERAL INSTRUCTIONS

- **Inquiries:** Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFQ until seven (7) working days prior to the RFQ due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
Purchasing Coordinator
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223 e-mail: rob.hart@ormondbeach.org

The last day to submit questions is July 2, 2025 at 5:00pm.

- **Signature Requirements:** Proposals must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.
- **Proposal Delivery:** Submit one (1) unbound original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive, no later than July 10, 2025, 2:30 PM. Submit proposals to the Purchasing Coordinator, Room 102, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. Proposals shall be in a sealed envelope with the RFQ title and number plainly marked on the outside of the delivery envelope or package. It is the sole responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late submittals will not be accepted.
- **Addenda and Supplements to the Request for Qualifications (RFQ):** In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ will be provided to each firm that has requested a copy of this document.
- **Rejection Rights:** The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFQ including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time and to negotiate with any party prior to or after submittal of proposals.

Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

- Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.
- Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

SELECTION OF FIRM

Evaluation Criteria: The City will evaluate prospective candidates based upon the experience and past performance of the firm. Evaluation will also be based upon the abilities and accomplishments of the individuals to be assigned to the project and relevant project experience.

Scoring Parameters:

- General (15 points max)
- Experience (30 points max)
- Financial Capability (20 points max)
- Construction Disputes (20 points max)
- Location (15 points max)

Selection Process: The responses will be evaluated in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act.

A designated selection committee will review and evaluate responses to this RFQ for each firm that submits and will rank the proposals based on the evaluation criteria. The Committee shall designate no less than two of the most qualified proposers based on rankings to be considered for continuing contracts. An evaluation form is included in this document for reference purposes. These proposers may be invited to appear for interview by City staff or be asked to further demonstrate their qualifications. It is intended to select at least three firms for continuing contracts (assuming three or more proposals are received). Final contracts will then be negotiated and submitted to the City Manager for approval and recommendation to the City Commission.

Evaluation Form
Construction Management at Risk for Underground Utility Services
RFQ 2025-41

Name of Firm: _____

Reviewer: _____

Date: _____

	<u>Points</u>	<u>Score</u>
General (15 pts Max)	_____	_____
Experience (30 pts Max)	_____	_____
Financial Capability (20 pts Max)	_____	_____
Construction Disputes (20 pts Max)	_____	_____
Firm Location (choose most appropriate one):	<u>Enter Points</u>	
1 - Located in Ormond Beach Utility Service Area - 15	_____	_____
2 - Located in Volusia or Flagler County - 10 pts	_____	_____
3 - Located within 100 miles of City Hall - 5 pts	_____	_____
TOTAL POINTS:		_____

TERM OF AGREEMENT

The agreement shall become effective upon execution of a contract and approval of the contract by the City Commission. It is anticipated that the contract shall provide for a term of 5 years.

Insurance Requirements: The Consultant shall purchase at his own expense and maintain throughout the duration of the contract the types and amounts of insurance in form and from companies satisfactory to the City and shall furnish proof of insurance prior to commencing work.

The Consultant shall indemnify and hold harmless the City and its employees from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from work provided that the claim, damages, loss and expense is caused in whole or in part.

The City reserves the following rights:

- Modify, extend, or cancel this RFQ at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFQ with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFQ in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFQ;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFQ, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. **Hold Harmless and Indemnity**
The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor,

or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions

- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an

Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT LITIGATION
STATEMENT

1.

[] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[] The undersigned firm has had no litigation on any project in the last five (5) years.

[] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" PROPOSALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Name

Signature

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____

Signed:

Entity: _____

Name:

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ and who: Is personally known to me; or has produced _____ as identification.

Notary Public, State of Florida at Large:

(seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal

CONSTRUCTION MANAGEMENT CONTRACT

BETWEEN

THE CITY OF ORMOND BEACH

AND

SGS CONTRACTING SERVICES, INC.

FOR

UNDERGROUND UTILITY
CONSTRUCTION MANAGEMENT SERVICES
ON A CONTINUING BASIS

DATE: 09/17/2025

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EXHIBITS

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Exhibit E	Florida Public Records Law
Exhibit F	Conflict, Non-Conflict, Litigation Statement
Exhibit G	Verification of Employment Status Using E-Verify System
Exhibit H	Affidavit of Compliance F.S. Contracting with Foreign Entities
Exhibit I	Human Trafficking Affidavit

UNDERGROUND UTILITY CONSTRUCTION MANAGEMENT AGREEMENT

THE CITY OF ORMOND BEACH, FLORIDA, a Florida municipal corporation, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174 ("City" or "Owner"), hereby contracts with **SGS CONTRACTING SERVICES, INC.** ("Construction Contractor"), a Florida Profit Corporation, to perform UNDERGROUND UTILITY CONSTRUCTION MANAGEMENT SERVICES ON A CONTINUING BASIS in Ormond Beach, Florida. For each individual construction project (the "Project"), the parties shall agree to the scope (the "Work"), construction cost, and compensation in a separate written WORK AUTHORIZATION.

WHEREAS, Owner requested pursuant to RFQ No. 2025-41 and Florida Statute Section 287.055, Consultants Competitive Negotiations Act and Section 255.103(4), qualifications from qualified firms or individuals interested in performing underground utility construction management services to the City for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million (or such amount as amended by law), and

WHEREAS, Owner received a letter of interest and qualifications from Construction Contractor; and

WHEREAS, Construction Contractor is competent and qualified to furnish services to Owner and desires to provide such services according to the terms and conditions stated herein; and

WHEREAS, Owner and Construction Contractor, for the consideration set forth in each WORK AUTHORIZATION, agree as follows:

Section 1 Term of Continuing Contract and Contract Documents

A. This Agreement, which includes and incorporates the Exhibits described in Section 8 hereof, to perform underground utility construction management services on a continuing basis shall take effect on the date of its execution by the City and shall remain in effect for a period of five (5) years unless terminated by the Owner pursuant to either Section 20 or 21, Exhibit A, General Terms and Conditions, to this Contract.

B. The Contract Documents consist of this Agreement, the Exhibits described in Section 8 hereof, the WORK AUTHORIZATION, and any duly executed and issued addenda, Change Orders, Construction Change Directives, Field Orders and amendments relating thereto. Further, the term Contract Documents shall include all plans and specifications for the construction of the Project ("Construction Documents") being prepared by Owner or outside engineering, architectural, or other professional firm ("Design Professional"), but only after said Construction Documents have been

completed by Design Professional and approved in writing by Owner. All of the foregoing Contract Documents are sometimes referred to herein as the "Contract".

C. Owner shall furnish Construction Contractor with one (1) sealed copy and one (1) reproducible set of the Construction Documents. Any additional copies of Construction Documents, required by Construction Contractor for execution of the Work, shall be made by Construction Contractor from its reproducible set. The reproducible set of the Construction Documents shall be returned to Owner upon final acceptance of the Work or termination of the Contract, whichever occurs first. Provided, however, Owner is furnishing Construction Contractor a reproducible set of Construction Documents for Construction Contractor's convenience and such furnishing by Owner shall not be deemed to be a waiver by Owner or Design Professional of any copyright, patent or license they may have with respect to the Construction Documents. All such copyrights, patents and licenses hereby being expressly reserved by Owner and Design Professional.

Section 2 Scope of Work

The Work to be provided by Construction Contractor pursuant to each WORK AUTHORIZATION shall be performed essentially in two phases, with those phases being Pre-Construction Phase Services and Construction Phase Services.

In certain circumstances, Owner may elect to perform design or plan/specification services in-house as opposed to retaining the services of an outside Design Professional, particularly in smaller construction projects. In this case, the Owner may retain the services of Construction Contractor for construction phase services only, or with limited pre-construction services. **If the City elects to perform design or plan/specification services in-house, all references to Design Professional within this Agreement (for purpose of notices, cooperation between the parties, approvals, or other) shall mean the Owner.**

A. **Pre-Construction Phase Services.** Construction Contractor shall review and comment upon the Construction Documents being developed by Design Professional. The scope of that review shall include, but not be limited to, reviewing those various documents for value engineering and constructability. As the Construction Documents are developed by Design Professional through the various design phases set forth in the Design Professional Services Agreement between Design Professional and Owner ("Design Agreement"), Construction Contractor shall provide Owner with detailed construction cost estimates with respect to those documents. Construction Contractor agrees to attend any and all design and preconstruction conferences and to otherwise assist and cooperate with Design Professional with respect to the design of the Project. Construction Contractor shall provide all other services during the Pre-Construction Phase of the Project as set forth in the Contract Documents.

B. **Construction Phase Services.** After the Construction Documents have been sufficiently completed by Design Professional and approved by Owner for all of the

Work (or such portions thereof as may be designated by Owner in writing), and Owner and Construction Contractor have agreed in writing upon the Guaranteed Maximum Price (GMP) to be paid Construction Contractor and the Contract Time for the Work (or designated portions thereof) as hereafter provided, Construction Contractor shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely and fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all of the terms and conditions of the Contract Documents. Notwithstanding anything herein to the contrary, as and to the extent expressly directed and authorized by Owner in writing, Construction Contractor shall commence to construct those portions of the Work designated by Owner even though the GMP and/or Contract Time for the entire Work has not yet been agreed to by the parties, so long as they have agreed in writing upon the compensation to be paid Construction Contractor and the performance time for such portion of the Work.

Section 3 Relationship of Parties

A. Construction Contractor covenants with Owner to cooperate with Design Professional; to utilize Construction Contractor's best skill, efforts and judgment in furthering the interest of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of Owner. Further, Construction Contractor acknowledges that (i) it has represented to Owner that it has specific expertise in the planning, management and construction of underground public facilities and (ii) that such representation is a material inducement to Owner to enter into this Contract.

B. Wherever the terms of this Contract refer to some action, consent, or approval to be provided by Owner or some notice, report or document is to be provided to Owner, such reference to "Owner" shall mean Owner, City Manager, City Engineer, Public Works Director or Owner's designee (to the extent such designee has been expressly authorized by Owner in writing), unless otherwise stated herein.

C. Owner may utilize the services of a Program Manager to assist it with the management of the design and construction of the Project. In the event Owner does utilize the services of a Program Manager with respect to the Project, Owner shall notify Construction Contractor in writing of such decision and the Program Manager shall be deemed to be an Owner designee as referenced in Paragraph B above. Further, to the extent Construction Contractor is required to name Owner as an additional insured under any insurance policy to be maintained by Construction Contractor pursuant to the terms of the Contract Documents, Construction Contractor shall cause the Program Manager to also be named as an additional insured party under all such policies. If so designated for the Project, Program Manager shall be Owner's representative with respect to the Project, with authority to transmit instructions, receive information, and interpret and define Owner's policies and

decisions with respect to the Work. However, except as may be otherwise expressly authorized in writing by Owner, the Program Manager is not authorized on behalf of Owner to issue any verbal or written orders or instructions to Construction Contractor that would have the effect, or be interpreted to have the effect, of amending or modifying the terms or conditions of the Contract Documents or modifying or amending in any way whatever the: (1) scope or quality of Work to be performed and provided by Construction Contractor as set forth in the Contract Document; (2) the time within which Construction Contractor is obligated to complete the Work; or (3) the amount of compensation Owner is obligated or committed to pay Construction Contractor as set forth in the Contract Documents.

D. For each WORK AUTHORIZATION, Construction Contractor shall designate a Project Manager, with full authority to bind and obligate Construction Contractor on all matters arising out of or relating to the Work or the Contract Documents. Construction Contractor agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the Work and further agrees that the Project Manager shall not be removed or replaced by Construction Contractor without Owner's prior approval, which approval shall not be unreasonably withheld.

Section 4 Contract Amount

In consideration of the full and faithful performance by Construction Contractor of the covenants in this Contract, Owner agrees to pay, or cause to be paid, to Construction Contractor the amounts set forth in each WORK AUTHORIZATION (the "Contract Amount"), in accordance with the terms of this Contract. Each Work Authorization shall contain a detailed description of the work and an itemized description of the costs. Labor costs shall include hourly rates for each professional and estimated hours expended for each phase of services. All unit prices must be described by item and cost per unit.

A. Pre-Construction Phase Services For all Pre-Construction Phase Services, including, but not limited to, providing value engineering services, reviewing Construction Documents for constructability, assisting and meeting with Design Professional during the various design phases, and preparing cost estimates, Construction Contractor shall receive a fixed amount set forth in each WORK AUTHORIZATION as the total lump sum compensation for its services. Monthly installment payment of the total lump sum compensation shall be based upon the percent completion of the designated portion of the Pre-Construction Services for each particular month and Owner's receipt of Construction Contractor's written invoice for such payment, said invoice to be in a form reasonably acceptable to Owner. The final invoice shall not be submitted until either (i) the WORK AUTHORIZATION is executed for the entire Work, or (ii) the parties fail to reach agreement on the WORK AUTHORIZATION and Owner elects to terminate this Contract as provided in section 4.B hereafter, whichever occurs first.

B. Construction Phase Services With respect to the Construction Phase Services to be provided by Construction Contractor hereunder, Owner shall reimburse Construction Contractor for the Cost of the Work (as that term is defined hereafter), and pay Construction Contractor a Construction Management Fee for the entire Work in a fixed amount set forth in each WORK AUTHORIZATION. The Construction Management Fee shall be Construction Contractor's total compensation for all overhead not reimbursable as Cost of the Work under Section 5.A. below, as well as Construction Contractor's total profit for Construction Phase Services. Construction Contractor agrees to provide Owner with a GMP proposal for the total sum of the Construction Management Fee plus the Cost of the Work within the time frames established by the Master Project Schedule included in each WORK AUTHORIZATION. The GMP proposal shall be based upon the previous cost estimates provided by Construction Contractor as required hereunder. Further, the proposal shall be broken down into the categories and level of detail required by Owner. Construction Contractor agrees that all of its books, records and files, with respect to its development of the GMP price proposal, shall be open to Owner for review and copying. The final GMP shall be mutually agreed upon by Owner and Construction Contractor and shall be set forth in the WORK AUTHORIZATION. Construction Contractor shall provide a detailed breakdown acceptable to Owner of its GMP proposal. For each line item in the GMP, Construction Contractor shall record on the Schedule of Values all variances and deviations between the bid amount originally submitted for that line item and the final line item price incorporated into the GMP. Construction Contractor guarantees that in no event shall the Construction Management Fee and the total Cost of the Work exceed the GMP, as the GMP may be adjusted pursuant to the terms herein for Change Orders and Construction Change Directives. In the event Construction Contractor and Owner fail to reach an agreement on the GMP, Owner may elect to terminate the Contract. In the event of any such termination, Construction Contractor shall be entitled to receive that portion of the Contract Amount attributable to the Pre- Construction Phase Services earned through the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Construction Contractor shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not performed.

Section 5 Cost of the Work

A. Costs to be Reimbursed The term Cost of the Work shall mean all costs necessarily and reasonably incurred by Construction Contractor in the proper performance of the Construction Phase Services portion of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of Owner only after Construction Contractor has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection A:

1. Labor Costs

a. Wages of construction workers directly employed by Construction Contractor to perform the construction of the Work at the Project site or, with Owner's written agreement, at off-site workshops. Costs to be reimbursed will be the actual wages paid to the individuals performing the work.

b. Wages or salaries of Construction Contractor's supervisory and administrative personnel whether stationed at the Project site or offsite, but only for that portion of their time required for the Work and only with Owner's written agreement.

c. Wages and salaries of Construction Contractor's supervisory and 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 and only with Owner's written agreement as in subsection A.1.b above.

d. The parties hereby establish a maximum markup rate for employees at a multiplier of 1.5 times payroll amounts for all labor burden, including all taxes, insurance, contributions, assessments and benefits required by law and 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 markup is to apply only upon those wages and salaries included in the Cost of the Work under subsections A.1.a through A.1.c above, at the actual rates for the markup up to the maximum established herein.

2. Subcontract Costs Payments made by Construction Contractor to subcontractors in accordance with the requirements of the applicable written subcontracts.

3. Cost of Materials and Equipment Incorporated into the Completed Construction.

a. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

b. Costs of materials described in subsection A.3.a, above, in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to Owner at the completion of the Work or, at Owner's option, shall be sold by Construction Contractor; amounts

realized, if any, from such sales, shall be credited to Owner as a deduction from the Costs of the Work.

4. Costs of other materials and equipment, temporary facilities and related items.

a. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by Construction Contractor and only used for Owner's project, which are provided at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by Construction Contractor.

b. Rental charges, at standard industry rates for the area, for temporary facilities, machinery, equipment, and hand tools not customarily owned by Construction Contractor and only used for Owner's project at the Project site, whether rented from Construction Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from Construction Contractor or others, shall be subject to Owner's prior written approval.

c. Cost of removal and proper disposal of debris from the Project site.

d. Actual costs for reproduction, telecommunication costs specific to the project, postage and parcel delivery charges at the Project site, and reasonable petty cash expenses of the Project site office.

e. That portion of the reasonable travel and subsistence expenses of Construction Contractor's personnel assigned to the Project site, incurred while traveling outside of Volusia County area in discharge of duties connected with the Work, provided all of such expenses and charges shall be subject to the prior written approval of Owner.

5. Miscellaneous Costs

a. That portion of any separate premiums for (i) bonds directly attributable to this Contract and (ii) any additional insurance coverages which are purchased by Construction Contractor, with Owner's prior written approval, beyond the level of coverage specified herein.

b. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which Construction Contractor is liable.

c. Fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Contractor is required by the Contract Documents to pay.

d. Fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Contract.

e. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

6. Other Costs Other costs incurred in the proper performance of the Work in accordance with the Construction Documents if and to the extent approved in advance in writing by Owner.

B. Costs Not To Be Reimbursed. The Cost of the Work shall not include the following items:

1. Salaries and other compensation of Construction Contractor's personnel stationed at Construction Contractor's principal office or offices other than the Project site office, except as otherwise provided in subsection A.1.b above.

2. Expenses of Construction Contractor's principal office and offices other than the Project site office.

3. Overhead and general expenses, except as may be expressly included in subsection A above.

4. Construction Contractor's capital expenses, including interest on Construction Contractor's capital employed for the Work.

5. Rental costs of machinery and equipment, except as specifically provided in subsection A.4.b above.

6. Costs due to the fault or negligence of Construction Contractor, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.

7. Any costs not specifically and expressly described in subsection A above.

8. Costs which would cause the GMP to be exceeded (as the GMP may be adjusted pursuant to the terms herein for Change Order and Construction Change Directive).

C. Discounts, Rebates and Refunds

1. Cash discounts obtained on payments made by Construction Contractor shall accrue to Owner if (i) before making the payment, Construction Contractor included them in an application for payment and received payment therefore from Owner, or (ii) Owner has deposited funds with Construction Contractor with which to make payments; otherwise, cash discounts shall accrue to Construction Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to Owner, and Construction Contractor shall make provisions so that they can be secured.

2. Amounts which accrued to Owner in accordance with the provisions of subsection C.1. above shall be credited to Owner as a deduction from the Cost of the Work.

D. Deductions Due to Reduction in Actual Quantities Installed

Construction Contractor's final payment request shall include a summary of all final installed unit quantities. If any quantities installed are less than the amounts stated in the Work Authorization, the Construction Contractor shall deduct the amount for those quantities not incorporated in the work, based on their corresponding unit pricing as described in the Work Authorization.

Section 6 Bonds

A. Per City of Ormond Beach Minimum Insurance Requirements Resolution 2021-144 (and any amendments thereto), when Owner's Construction Budget as set for in each WORK AUTHORIZATION exceeds twenty five thousand dollars (\$25,000.00), Construction Contractor shall provide Owner with Performance and Payment Bonds, in the form prescribed by the Owner in the amount of 100% of the total sum of the Owner's Construction Budget for the work as set for in the WORK AUTHORIZATION, the costs of which are to be paid by Construction Contractor. Upon the request of the Contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the Contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00. Construction Contractor shall provide any required bonds within ten (10) business days after execution of a WORK AUTHORIZATION by Owner and Construction Contractor (unless a later submittal is expressly approved in writing by Owner). The

City will record the Bonds in the public records at the Contractor's expense. The Performance and Payment Bonds must comply with the following provisions and must be otherwise acceptable to Owner:

1. The Payment and Performance Bond shall list the Construction Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
2. The Payment and Performance Bond shall be executed pursuant to Section 255.05, Florida Statutes, and be in a form substantially similar to the form set forth in Section 255.05(3), Florida Statutes.
3. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
4. The payment and performance bond shall specifically provide coverage for delay damages due to a default by the Contractor.
5. In lieu of the Payment and Performance Bond, the Construction Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, Florida Statutes.
6. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Construction Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
7. The Construction Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

Section 7 Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Contract. Contractor shall commence the Pre-Construction Phase Services portion of the Work within five (5) calendar days after execution of the WORK AUTHORIZATION for the Work, unless a later date for commencement of Pre- Construction Phase Services is established in writing by the Owner. Any Work performed by Construction Contractor prior to execution of a WORK AUTHORIZATION shall be at the sole risk of Construction Contractor. The "Construction Phase Commencement Date" shall be established in a Notice to Proceed to be issued by Owner. Construction Contractor

shall commence the Construction Phase Services portion of the Work within five (5) calendar days after the Construction Phase Commencement Date. No portion of the Work, with respect to the Construction Phase Services to be provided hereunder, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the "Contract Time". The Contract Time is set forth with more specificity in Paragraph B below.

B. Because the Work is to be completed in two phases, the timely completion of the first phase is critical to the timely completion of the second phase and, therefore, completion of the entire Project. Accordingly, Construction Contractor agrees to provide the Pre-Construction Phase Services in accordance with the Master Project Schedule included with each WORK AUTHORIZATION. With respect to the Construction Phase Services, the WORK AUTHORIZATION shall include the date that portion of the Work associated with the Construction Phase Services must be substantially completed by Construction Contractor. That Substantial Completion date shall be established in terms of calendar days after the Construction Phase Commencement Date. In the event Construction Contractor and Owner fail to reach an agreement on the Contract Time and the Substantial Completion date, Owner may elect to terminate the Contract. In the event of any such termination, Construction Contractor shall be entitled to receive that portion of the Contract Amount attributable to the Pre-Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Construction Contractor shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not performed. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where Owner can occupy or utilize the Work for its intended purpose, and the Design Professional shall certify the date Substantial Completion of the Work is achieved. If Owner has designated portions of the Work to be turned over to Owner prior to Substantial Completion of the entire Work, Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by Owner within 60 calendar days after the Substantial Completion date, or within 60 calendar days after Construction Contractor's receipt of the punch list, whichever date occurs last.

C. Owner and Construction Contractor recognize that, since time is of the essence for this Contract, Owner will suffer financial loss if the Work associated with the Construction Phase is not substantially completed or finally accepted within the times specified in the WORK AUTHORIZATION, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and the citizens of Ormond Beach,

Florida. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from Construction Contractor, if Construction Contractor fails to achieve Substantial Completion of the Work within the required Contract Time. Should Construction Contractor fail to substantially complete the Work within the required time period, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, the amounts set forth in each WORK AUTHORIZATION for each calendar day thereafter until Substantial Completion is achieved. Should Construction Contractor fail to satisfy all requirements for final acceptance of the Work as described in Paragraph 22.2 of Exhibit A herein within the required time period, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, the amounts set forth in each WORK AUTHORIZATION for each calendar day thereafter until the final acceptance requirements are met. Construction Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of contracting if Construction Contractor fails to substantially complete the Work in a timely manner.

D. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the laws of Florida, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

Section 8 Exhibits Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

Exhibit A	General Terms and Conditions
Exhibit B	Supplemental Terms and Conditions
Exhibit C	Insurance Requirements
Exhibit D	Truth-In-Negotiations Certificate
Exhibit E	Florida Public Records Law
Exhibit F	Conflict, Non-Conflict, Litigation Statement
Exhibit G	Verification of Employment Status Using E-Verify System
Exhibit H	Affidavit of Compliance - F.S. Contracting with Foreign Entities
Exhibit I	Human Trafficking Affidavit

Section 9 Notices

A. All notices required or made pursuant to this Contract by Construction Contractor to Owner shall be in writing and may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by expedited or overnight mail or package delivery,

(iii) by hand delivery to the appropriate address as herein provided, or (iv) by email with confirmation copy to be mailed. Notices required hereunder shall be directed to the following address:

City of Ormond Beach
Public Works Department
c/o Utilities Manager
501 North Orchard Street
Ormond Beach, Florida 32174

B. All notices required or made pursuant to this Contract by Owner to Construction Contractor shall be made in writing and may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by expedited or overnight mail or package delivery, (iii) by hand delivery to the appropriate address as herein provided, or (iv) by email with confirmation copy to be mailed. Notices required hereunder shall be directed to the following address:

SGS Contracting Services, Inc.
25613 W US Hwy 27
High Springs, FL 32643

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 10 Modification

No modification or amendment to the Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 11 Successors and Assigns

Subject to other provisions hereof, the Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Contract.

Section 12 Governing Law and Waiver of Jury Trial

The Contract shall be interpreted under and its performance governed by the laws of the State of Florida.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER

VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

See further: General Conditions, Section 13 - Claims & Disputes

Section 13 Limitation of Remedy and Liability

Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

Section 14 No Waiver

The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 15 Entire Agreement

Each of the parties hereto agrees and represents that the Contract comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Contract. This agreement shall also supersede and nullify all terms and conditions of purchase orders issued in conjunction with this agreement to facilitate Owner processing of payments.

Section 16 Severability

Should any provision of the Contract be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 17 Construction

Unless the context of this Contract otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Contract and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

DATED this 17 day of September, 2025.

Witnesses:

CITY OF ORMOND BEACH

[Signature]
Taylor Cochert
Print Name

By: [Signature]
JASON LESLIE
Mayor

Elizabeth Walden
Elizabeth Walden
Print Name

Attest: [Signature]
JOYCE A. SHANAHAN
City Manager

DATED this 21 day of August, 2025.

Witnesses:

SGS CONTRACTING SERVICES, INC.

[Signature]
Matthew Hollingsworth
Print Name

By: [Signature]
SETH SIMMONS
Print Name
PRESIDENT
Title

[Signature]
TIMOTHY N. JONES
Print Name

Attest: [Signature]
Michelle Montgomery
Print Name
Secretary
Title

EXHIBIT A
GENERAL TERMS AND CONDITIONS

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1. INTENT OF CONTRACT DOCUMENTS

1.1 It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein. Provided, however, in the event the standard specification, manual, code, law or regulation is changed after the WORK AUTHORIZATION has been executed by the parties, Construction Contractor shall be entitled to a Change Order equitably adjusting the Contract Amount and/or Contract Time to the extent such change materially impacts the Contract Time and/or Contract Amount.

1.2 If during the performance of the Work, Construction Contractor discovers a conflict, error or discrepancy in the Contract Documents, Construction Contractor immediately shall report same to Design Professional in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Design Professional. Prior to commencing each portion of the Work, Construction Contractor shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Construction Contractor shall carefully compare such measurements and conditions with the requirements of the Contract Documents, taking into consideration all other relevant information known to Construction Contractor, for the purpose of identifying and bringing to Owner's attention all conflicts or discrepancies with the Contract Documents.

1.3 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Construction Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon Construction Contractor, as determined by Owner. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES

2.1 Construction Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, legal disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Construction Contractor to acquaint itself with any applicable conditions shall not relieve Construction Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2 Construction Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Construction Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Construction Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Construction Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

2.3 If during the performance of the Work, Construction Contractor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Construction Contractor is legally liable, causes a disruption to any Utilities service to other facilities or customers within the Project area, Construction Contractor shall take all actions necessary and required to immediately restore such Utilities service. If Construction Contractor fails to take such immediate actions Owner shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by Owner as a result thereof shall be reimbursed to Owner by Construction Contractor within five (5) business days of written demand for same from Owner.

2.4 Construction Contractor shall be required to "hand dig" and expose all existing utilities at appropriate intervals including telephone, wireless, cable, gas lines, reclaimed water, water mains, force mains or other underground utilities a minimum of 48 hours in advance of the pipe laying or excavation.

3. SCHEDULE

3.1 Owner shall provide and maintain an overall milestone schedule for the Project which not only includes the Pre-Construction Phase and Construction Phase Services to be provided by Construction Contractor hereunder, but also shall include Design Professional's performance schedules (Master Project Schedule, included with each WORK AUTHORIZATION). The Master Project Schedule may be updated from time to time as required by the Owner.

3.2 For each WORK AUTHORIZATION, Construction Contractor shall prepare and provide the various schedules set forth in Exhibit B to the Agreement. Said schedules shall incorporate the milestones in the Master Project Schedule, and shall be updated by Construction Contractor monthly, or as often as is specified in Exhibit B to the Agreement. Construction Contractor's submittal of satisfactory schedules and updates thereto and Owner's acceptance of same shall be a condition precedent to Owner's obligation to pay Construction Contractor.

4. PROGRESS PAYMENTS

4.1 Construction Contractor's monthly Applications for Payment shall be in such form and contain such detail and backup as Owner reasonably may require. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Pre-Construction Phase Commencement Date.

4.2 At the time it submits its first monthly Application for Payment to Owner following GMP approval, Construction Contractor also shall submit to Owner and Design Professional, for their review, an updated Schedule of Values based upon the GMP proposal; in a format prescribed by the Owner, listing the major elements of the Work and the dollar value for each element. That Schedule of Values, as further revised to reflect the final negotiated GMP amount and as approved by Owner, shall be used as the basis for Construction Contractor's monthly Applications for Payment thereafter. This revised Schedule of Values shall be updated for the current month Change Orders and Construction Change Directives and submitted each month to Design Professional along with a completed and notarized copy of the Application for Payment form prescribed by the Owner.

4.3 If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, all of which shall be subject to Owner's satisfaction. Owner has the discretion whether or not to pay for such unincorporated materials.

4.4 Construction Contractor shall submit three (3) notarized original copies of its monthly Application for Payment to Design Professional each month for Work

performed during the previous month, not less than five (5) business days prior to the deadline for submission identified in the Owner's published payment processing schedule. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. Invoices received after each month's deadline shall be considered for payment as part of the next month's application. Within five (5) business days after receipt of each Application for Payment, Design Professional shall submit to Owner a Certificate for Payment in the amount recommended by Design Professional as being due and owing Construction Contractor. Owner shall pay Construction Contractor that portion of Design Professional's Certificate for Payment which Owner approves as being due and owing Construction Contractor in accordance with the Owner's published payment processing schedule.

4.5 Owner shall retain ten percent (10%) of that portion of the gross amount (less reimbursable items) of each monthly payment request certified by Design Professional and approved by Owner for payment, until fifty percent completion of the Work. Upon fifty percent completion of the Work, the amount of retainage thereafter withheld by Owner from subsequent payment shall be reduced to 5% of that portion of the gross amount (less reimbursable items) of each monthly payment request certified by Design Professional and approved by Owner for payment unless Construction Contractor has elected to withhold a higher amount from subcontractors as allowed by law, in which case the higher amount shall be retained by Owner. Upon achieving fifty percent (50%) completion of the Work, and when requested by the Contractor, the Owner may release half of the amount previously retained. Owner reserves the right, at its sole discretion, to further reduce the amounts retained on any subsequent monthly payment request prior to final payment. Provided, however, nothing in this Section 4.5 shall preclude or limit the Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law.

4.6 When requested by the Contractor, the Owner may authorize final payment to subcontractors who have satisfactorily completed their respective portion of the Work, provided that such Work has been accepted by the Contractor and the Design Professional as complete, and provided that the necessary releases, lien wavers and surety consents have been provided. Such payments shall not diminish or qualify the contractor's obligation to complete the Work within the Contract Time.

4.7 Contractor shall pay its Subcontractors for all work satisfactorily completed on the Project, regardless of any other debts, claims or back-charges that may be owed by Subcontractors to Contractor on other projects. Provided the Subcontractor has satisfactorily performed its work on the Project, Contractor shall not be entitled to use funds otherwise due the Subcontractor from one project as a set off against claims, debts or back-charges that may be owed by Subcontractor to Contractor on other construction projects.

4.8 Monthly payments to Construction Contractor shall in no way imply approval or acceptance of Construction Contractor's work.

4.9 Each Application for Payment shall be accompanied by a Release and Affidavit, in the form prescribed by the Owner showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full through the previous month's Application for Payment. Owner shall not be required to make payment until and unless the affidavit is furnished by Construction Contractor. Further, if Construction Contractor is withholding any portion of a payment to any subcontractor for any labor, services, or materials for which Owner has paid Construction Contractor, Construction Contractor agrees to refund such money to Owner.

5. PAYMENTS WITHHELD

5.1 Design Professional shall review each Application for Payment submitted by Construction Contractor and shall make recommendations to Owner as to the proper amounts, if any, which may be owed Construction Contractor under the Application for Payment. Design Professional's payment recommendation shall be evidenced by a Certificate for Payment issued by Design Professional to Owner. All Certificates for Payment are subject to Owner's review and approval. Both Design Professional and Owner shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Construction Contractor in an Application for Payment, or rescind any amount previously certified and approved in a Certificate for Payment, and Owner may withhold any payments otherwise due Construction Contractor under this Contract or any other agreement between Owner and Construction Contractor, to the extent it is reasonably necessary, to protect Owner from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against Owner attributable to the fault or neglect of Construction Contractor; (c) Construction Contractor's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Construction Contractor's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Construction Contractor. Owner shall have the right, but not the obligation, to take any corrective action Owner deems appropriate to cure any of the above noted items, at Construction Contractor's expense, if such items are not cured by Construction Contractor to Owner's reasonable satisfaction within five (5) days after Construction Contractor's receipt of written notice from Owner.

6. FINAL PAYMENT

6.1 Owner shall make final payment to Construction Contractor within sixty (60) calendar days after the Work is finally accepted by Owner in accordance with

Paragraph 22.2 herein, provided that Construction Contractor first, and as an explicit condition precedent to the accrual of Construction Contractor's right to final payment, shall have furnished Owner with the following:

6.1.1 a properly executed and notarized final release (conditioned only upon receipt of final payment) in the form of the Release and Affidavit prescribed by the Owner as of the date of this agreement;

6.1.2 a duly executed copy of the surety's consent to final payment;

6.1.3 evidence of payment to all subcontractors and suppliers in a form and containing such detail as may be required by Owner;

6.1.4 an accounting in a form acceptable to Owner of the use of funds allocated for General Condition work items;

6.1.5 such other documentation that may be required by the Contract Documents or Owner.

6.2 Construction Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Construction Contractor against Owner arising out of this Contract pursuant to the WORK AUTHORIZATION or otherwise relating to the Project for which final payment is made, except those identified in writing by Construction Contractor as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Construction Contractor hereunder or to the recovery of damages for defective Work not discovered by Owner or Design Professional at the time of final inspection, and/or payment.

7. SUBMITTALS AND SUBSTITUTIONS

7.1 Construction Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Construction Contractor shall submit all such materials at its own expense and in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Construction Contractor shall also carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to Design Professional for review and action. Design Professional will transmit them back to Construction Contractor who will then issue the submittals to the affected subcontractor for fabrication or revision. Construction Contractor shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. Construction Contractor shall request Design Professional to make interpretations of the drawings or specifications requested of it by the subcontractors. Construction Contractor shall advise Design Professional in writing which submittals or requests for clarification have the greatest urgency; the

purpose being to enable Design Professional to prioritize requests coming from Construction Contractor. Construction Contractor shall advise Owner and Design Professional in writing when timely response is not occurring on any of the above.

7.2 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Owner and Design Professional if sufficient information is submitted by Construction Contractor to allow Owner and Design Professional to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Construction Contractor. All such requests, to the extent possible, should be submitted by Construction Contractor to Design Professional prior to the setting of the GMP.

7.3 If Construction Contractor wishes to furnish or use a substitute item of material or equipment, Construction Contractor shall make application to Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Construction Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Design Professional in evaluating the proposed substitute. Design Professional may require Construction Contractor to furnish at Construction Contractor's expense additional data about the proposed substitute.

7.4 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, Construction Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Design Professional, if Construction Contractor submits sufficient information to allow Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by Design Professional shall be the same as those provided herein for substitute materials and equipment.

7.5 Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional and Owner shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without Owner's and Design Professional's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. Owner may require Construction Contractor to furnish at Construction Contractor's expense a special performance guarantee or other surety with respect to any substitute. If Owner rejects the proposed substitute, at Owner's discretion, Owner may require Construction Contractor to reimburse Owner for the charges of Design Professional and Design Professional's consultants for evaluating the proposed substitute.

8. PRE-CONSTRUCTION PHASE SERVICES

Construction Contractor shall provide the following review and commentary services, in addition to any other Pre-Construction Phase Services required by the terms of this Contract:

8.1 Review, Recommendations and Warranty: Construction Contractor shall familiarize itself thoroughly with the evolving civil, electrical and structural plans and specifications and shall follow the development of design from Schematic Pre-Construction Phase through Construction Documents Phase (as those phases are defined in the Design Agreement and as the timing of the WORK AUTHORIZATION allows). Construction Contractor shall make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives including assistance to Design Professional and Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed and early completion of the Work. Construction Contractor shall furnish pertinent information as to the availability of materials and labor that will be required. Construction Contractor shall submit to Owner and Design Professional such comments as may be appropriate concerning construction feasibility and practicality. Construction Contractor shall call to Owner's and Design Professional's attention any defects in the design, drawings and specifications or other documents of which it is aware. Construction Contractor shall prepare estimates of the construction cost utilizing the unit quantity survey method in a format prescribed by the Owner.

8.2 Review Reports: Within ten business (10) days after receiving the documents produced by Design Professional, Construction Contractor shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph 8.1 above and on factors set out in Paragraphs 8.3 and 8.4 below. Within the same ten (10) day period, Construction Contractor shall submit to Owner, with copies to Design Professional, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as Construction Contractor may deem appropriate, and all actions taken by Design Professional with respect to same, any comments Construction Contractor may deem to be appropriate with

respect to separating the Work into separate subcontracts, alternative materials, and any other appropriate or required comments.

AT THE TIME THE GMP IS MUTUALLY ESTABLISHED, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED IN THE WORK AUTHORIZATION, THE CONSTRUCTION CONTRACTOR SHALL BE DEEMED TO HAVE WARRANTED TO OWNER, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT WITH EACH OTHER, PRACTICAL, FEASIBLE AND CONSTRUCTABLE. FURTHER, THE CONSTRUCTION CONTRACTOR SHALL BE DEEMED TO HAVE WARRANTED TO OWNER THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS IS CONSTRUCTABLE WITHIN THE CONTRACT TIME.

8.3 Long Lead Procurement: Construction Contractor shall review the Project design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies) and consult with Design Professional concerning same. When each item is identified, Construction Contractor shall notify prospective subcontractors, Owner and Design Professional of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. Construction Contractor shall keep itself informed of the progress of the respective subcontractors or suppliers manufacturing or fabricating such items, and revise the Construction Schedule when required as a result of delays in delivery. Delays in delivery time for long lead procurement items will not entitle Construction Contractor to a time extension for completion of the Project.

8.4 Interfacing:

8.4.1 Construction Contractor shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontractors and the general conditions items without duplication or overlap, and are sequenced to maintain completion of all Work on schedule.

8.4.2 Without assuming any design responsibilities of Design Professional, Construction Contractor shall include in the reports required under Paragraph 8.2 above, comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that Design Professional may arrange for necessary corrections.

9. CONSTRUCTION PHASE SERVICES

Construction Contractor shall provide the following services in addition to any other Construction Phase Services required by the terms of this Contract:

9.1 Construction Contractor shall arrange for all job-site facilities as required by Owner and necessary to enable Construction Contractor and Design Professional to

perform their respective duties and to accommodate any representatives of Owner which Owner may choose to have present on the job, the description of such facilities to be finalized prior to the establishment of the GMP.

9.1.1 Tangible personal property, otherwise referred to as job-site facilities, include, but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Work. The method of acquiring such job-site facilities shall be evaluated based on their cost over the life of the Project. Construction Contractor shall present its evaluation with recommendation to Owner for approval.

9.1.2 When Construction Contractor wishes to supply job-site facilities from its own equipment pool, it shall first evaluate buy versus lease as discussed in subparagraph 9.1.1 above. If leasing is found to be the least expensive approach, then it may lease such job-site facilities from its own equipment pool at a price not greater than the lowest of three (3) lease proposals obtained by Construction Contractor.

9.1.3 For all such job-site facilities purchased, which may become the property of Owner at the conclusion of the Work, Construction Contractor shall maintain ownership responsibilities of such facilities until final acceptance of the Work. Reimbursement for cost of such equipment will be made at the conclusion of the Work at the documented purchase price. At that time, Construction Contractor shall provide Owner with a complete inventory for each unit of equipment. The inventory shall describe the equipment and identify the purchase price, serial number, model number and condition. Where said equipment has a title, said title shall be properly transferred to Owner or to its designee.

9.1.4 Construction Contractor is responsible for proper care and maintenance of all equipment while in its control. At the time of transfer to Owner, Owner may refuse acceptance of the equipment if Owner determines, in its sole discretion, that the equipment has not been properly cared for by Construction Contractor or that such acquisition would not otherwise be in the best interest of Owner. In such event, Construction Contractor will be reimbursed for such item in accordance with Section 5 of the Agreement.

9.2 Construction Contractor's administration of the Work shall include the following:

9.2.1 Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

9.2.2 Maintain a roster of companies on the Project with names and telephone numbers of key personnel.

9.2.3 Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

9.2.4 Provide labor relations management for a harmonious, productive Project.

9.3 Construction Contractor also shall provide job site administration functions during construction to assure proper documentation, including but not limited to the following:

9.3.1 Job Meetings: Conduct a preconstruction conference with each subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. In addition, Construction Contractor shall arrange and conduct regular monthly Project status meetings with Design Professional and Owner. Construction Contractor shall use the job site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, Construction Contractor shall identify the party or parties responsible for following up on any problems, delay items or questions, and Construction Contractor shall note the action to be taken by such party or parties. Construction Contractor shall revisit each pending item at each subsequent meeting until resolution is achieved.

9.3.2 Shop Drawing Submittals/Approvals: Provide staff to review and approve shop drawings and other submittals and to implement procedures for transmittal to Design Professional of such submittals for action, and closely monitor their review process.

9.3.3 Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for Construction Contractor and all subcontractors and maintain a material and equipment expediting log.

9.3.4 Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

9.3.5 Document Interpretation: Refer all questions for interpretation of the Contract Documents to Design Professional in writing.

9.3.6 Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports to Owner and Design Professional, including information on subcontractors' Work, and the percentage of completion. Keep

a daily log available to Owner, Design Professional, and any permitting authority inspectors.

9.3.7 Subcontractors Progress: Prepare periodic punch lists for the Work, including work of subcontractors', identifying unsatisfactory or incomplete items and schedules for their completion.

9.3.8 Substantial Completion: Pursuant to the provisions of Paragraph 22.1 of these General Terms and Conditions, ascertain when the Work or designated portions thereof are ready for Design Professional's Substantial Completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Construction Contractor and reviewed and supplemented by Design Professional, prepare a schedule for their completion indicating completion dates for Owner's review.

9.3.9 Final Completion: Monitor the completion of the Work and provide notice to Owner and Design Professional when the Work is ready for final inspection. Secure, review and certify compliance with the Contract Documents, then transmit to Owner, through Design Professional, all required guarantees, warranties, affidavits, releases, bonds, waivers, manuals, record drawings, and maintenance books.

9.3.10 Start-Up: With Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing.

9.3.11 Record Drawings: Pursuant to the terms of Paragraph 10.2 hereafter, Construction Contractor shall monitor the progress of its own forces and its subcontractors on marked up field prints which shall be developed by Construction Contractor into the final record drawings.

9.4 Construction Contractor shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records. The Project files and records shall be available at all times to Owner and Design Professional or their designees for reference, review or copying.

9.5 Construction Contractor shall provide the following services with respect to the Work, to facilitate the smooth, successful and timely completion of the Project:

9.5.1 Construction Contractor shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to Owner in such a manner as to promote their usability. Construction Contractor shall provide Owner's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training may

be video taped by Owner for subsequent presentation to Owner's operations and maintenance personnel.

9.5.2 Construction Contractor shall secure required guarantees and warranties, and shall assemble and deliver same to Owner in the manner required by Owner.

10. DAILY REPORTS, RECORD CONTRACT DOCUMENTS AND MEETINGS

10.1 Construction Contractor shall prepare, maintain and submit to Design Professional and Owner, for their review and approval, the various logs, reports, and schedules set forth in Exhibit B to the Agreement. Construction Contractor's complete performance of its obligation to prepare, maintain and submit those logs, reports, and schedules is a condition precedent to Owner's obligation hereunder to make any payments to Construction Contractor. These logs, reports and schedules shall not constitute nor take the place of any notice required to be given by Construction Contractor to Owner or Design Professional pursuant to the Contract Documents.

10.2 Construction Contractor shall maintain in a safe place at the Project site one record copy and one permit set of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Design Professional, in good order and annotated to show all changes made during construction. The record Contract Documents shall be continuously updated by Construction Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directive and Field Orders, and all concealed and buried installations of piping, conduit and utility services. Construction Contractor shall certify the accuracy of the updated record Contract Documents. As a condition precedent to Owner's obligation to pay Construction Contractor, Construction Contractor shall provide evidence, satisfactory to Owner and Design Professional, that Construction Contractor is fulfilling its obligation to continuously update the record Contract Documents. The record Contract Documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Owner and Design Professional for reference. Upon completion of the Work and as a condition precedent to Construction Contractor's entitlement to final payment, the record Contract Documents shall be delivered to Design Professional by Construction Contractor for Owner.

10.3 Construction Contractor shall advise Owner, its representatives and Design Professional of their requested or required participation in any meeting or inspection giving each written notice at least 48 hours prior to the meeting or inspection.

11. CONTRACT TIME AND TIME EXTENSIONS

11.1 Construction Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Construction Contractor or anyone for whom Construction Contractor is liable. Unless expressly noted otherwise in the Contract Documents, Construction Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's suppliers and contractors as set forth in Section 14 herein.

11.2 Should Construction Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Construction Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, unusually severe weather conditions by comparison with the ten-year Volusia County, Florida, average not reasonably anticipatable, Construction Contractor shall notify Owner and Design Professional in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Construction Contractor may have had to request a time extension.

11.2.1 Owner shall have the right, at any time, whether or not Construction Contractor is behind schedule, to order Construction Contractor to accelerate its Work. In the event that Owner orders Construction Contractor to accelerate its Work and Construction Contractor (i) is not behind schedule and (ii) believes that acceleration will increase the cost of performance, Construction Contractor, shall be required to submit a Claim for increase pursuant to Section 13 of this Agreement. Any such claim shall be based exclusively and solely on actual and direct increased field costs associated with the acceleration.

11.3 If Construction Contractor encounters on the Project site any materials reasonably believed by Construction Contractor to be petroleum or petroleum related products or other hazardous or toxic substances which have not been rendered harmless, Construction Contractor immediately shall (i) stop Work in the area affected and (ii) report the condition to Owner in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by Construction Contractor or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Contract Time

and Construction Contractor shall indemnify Owner and hold Owner harmless for any costs incurred by Owner with respect to such hazardous material.

11.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, including those for which Owner and Design Professional may be responsible, in whole or in part, shall relieve the Contractor of its duty to perform or give rise to any rights to damages or additional compensation from Owner unless specifically provided for in this paragraph. If the Contractor is delayed at any time in the progress of the work due to causes outside of its control, or the control of its subcontractors or suppliers, the Construction Contractor may submit a change order requesting an extension of the Contract Time in accordance with the procedure established in this agreement. The Construction Contractor warrants by execution of the Contract that the Construction Contractor has accounted for and anticipated foreseeable delays and that the work can be completed within the Contract Time. Any delay shall be deemed to be the fault of Contractor, unless a change in the Contract Time for the delay has been approved through a Change Order. Any extension of the Contract Time shall be net of any foreseeable delays or other delays attributable to the Contractor. No extension of the Contract Time shall increase the Contract Sum unless and until the Construction Contractor demonstrates to the satisfaction of the Owner that the Substantial Completion will be delayed beyond a date selected for Substantial Completion in this Contract. For each day Substantial Completion is so delayed as a result of an approved extension of the Contract Time, on grounds other than adverse weather conditions, Construction Contractor shall be entitled to a proportional increase in the allowance for general conditions and the corresponding increase in the Contract Sum, but no more. Construction Contractor agrees and warrants that it waives all other damages or costs that it may incur as a result of delay to its performance other than specifically set forth in this paragraph. The Contract Sum shall not be increased as a result of extension of the Contract Time to the extent the extension of time results from adverse weather conditions or any other cause outside the control of the Owner.

12. CHANGES IN THE WORK

12.1 Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, but in no event more than fourteen (14) days after its receipt of such notification (unless Owner has agreed in writing to a longer period of time), Construction Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by Design Professional that will not result in an increase in compensation or adjustment to the Contract Time, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to Construction Contractor for any increased compensation or adjustment to the Contract Time without such written order. NO OFFICER, EMPLOYEE OR AGENT OF OWNER IS AUTHORIZED TO DIRECT ANY EXTRA OR CHANGED WORK ORALLY.

12.2 A Change Order shall be prepared by Construction Contractor, reviewed by Design Professional and Owner, and executed promptly by the parties after an agreement is reached between Construction Contractor and Owner concerning the requested changes. Construction Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Construction Contractor shall mutually agree.

12.3 If Owner and Construction Contractor are unable to agree on a Change Order for the requested change, Construction Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Construction Change Directive. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Construction Contractor disagrees with Owner's adjustment determination, Construction Contractor must make a claim pursuant to Section 13 of these General Conditions or else be deemed to have waived any claim it might otherwise have had on that matter.

12.4 In the event a requested change is approved by Owner which results in either an increase or decrease to the Contract Amount, a Change Order shall be issued which increases or decreases the GMP by the amount of Construction Contractor's actual and reasonable direct Cost of the Work (including bond premiums).

12.5 Notwithstanding any provision herein to the contrary, the amounts for combined overhead and profit for Change Orders and Construction Change Directives are as follows:

1. For the Contractor, for Work performed by the Contractor's own forces or increases in any bond premiums; a percentage of the cost equal to that used to establish the Construction Contractor's fee.
2. For the Contractor, for Work performed by the Contractor's Subcontractor; a percentage of the amount due the Subcontractor equal to that used to establish the Construction Contractor's fee.
3. For each Subcontractor or Sub-subcontractors involved, the Work performed by that Subcontractor or Sub-subcontractor's own forces; ten percent (10%) of the cost.
4. For each Subcontractor, the Work performed by the Subcontractor's Sub-subcontractor's; five percent (5%) of the amount due the Sub-subcontractor.
5. No further tiering of the Sub-subcontractors will be allowed mark-up for overhead and profit.
6. Cost to which overhead and profit is to be applied shall be determined in accordance with Section 5 of this Agreement.
7. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accomplished by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the

manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$100.00 be approved without such itemization.

12.6 Owner shall have the right to conduct an audit of Construction Contractor's books and records, as well as those of its subcontractors and suppliers, to verify the accuracy of Construction Contractor's claim with respect to Construction Contractor's costs associated with any Change Order or Construction Change Directive.

12.7 Design Professional may direct Construction Contractor to make nonmaterial changes to the Work, so long as such changes do not require or result in any adjustment to the Contract Amount, Contract Time or Project quality, and are generally within the scope of the Work. All such changes must be evidenced by a written order from Design Professional to Construction Contractor, with a copy to Owner. Construction Contractor shall comply with all such orders.

12.8 When the GMP includes an Owner's Contingency Allowance, changes in the work may be authorized as a Contingency Adjustment. The procedures for Contingency Adjustments are the same as for Change Orders and Construction Change Directives, except that no increase or decrease to the GMP results. Costs for Contingency Adjustments shall not include amounts for Contractor's overhead and profit or adjustments to the Contractor's fee. If Owner and Construction Contractor are unable to agree on a Contingency Adjustment for the requested change, Construction Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Construction Change Directive. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Construction Contractor disagrees with Owner's adjustment determination, Construction Contractor must make a claim pursuant to Section 13 of these General Conditions or else be deemed to have waived any claim it might otherwise have had on that matter.

13. CLAIMS AND DISPUTES

13.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

13.2 Initial notice of Claims by Construction Contractor shall be made in writing to Owner and Design Professional within fourteen (14) calendar days after the first day of the event giving rise to such Claim or else Construction Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner and Design Professional within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else Construction Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with the provisions of Paragraph 12.5 hereof.

13.3 Construction Contractor shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

13.4 Prior to the initiation of any action or proceeding permitted by this Contract to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.

13.5 Any litigation between Owner and Construction Contractor (which term for the purposes of this subparagraph shall include Construction Contractor's surety), whether arising out of any Claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and Construction Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between Owner and Construction Contractor shall lie and be only in the appropriate State courts of the State of Florida's Seventh Judicial Circuit in and for Volusia County, Florida. Construction Contractor consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14. OTHER WORK

14.1 Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Construction Contractor prior to starting any such other work. If Construction Contractor believes that such performance will involve additional expense to Construction Contractor or require additional time, Construction Contractor shall send written notice of that fact to Owner and Design Professional within seven (7) calendar days of being notified of the other work. If Construction Contractor fails to send the above required seven (7) calendar days' notice, Construction Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

14.2 Construction Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or Owner, if Owner is performing the additional

work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Construction Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Construction Contractor shall be responsible for all damage to the work of others caused by the performance of its Work. Further, Construction Contractor shall not in any way cut or alter the work of others without first receiving the written consent of that other person and Design Professional.

14.3 If any part of Construction Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), Construction Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within seven (7) calendar days of the time Construction Contractor first became aware of the delay, defect or deficiency or by the scheduled commencement of Construction Contractor's dependent Work, whichever occurs first. Construction Contractor's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with Construction Contractor's Work.

15. INSURANCE

15.1 During the term of this Agreement Construction Contractor shall provide, pay for, and maintain, with companies satisfactory to Owner, the types of insurance described on Exhibit C and as described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Simultaneously with the execution and delivery of each WORK AUTHORIZATION by Construction Contractor and prior to execution of the Work, Construction Contractor has delivered to Owner properly executed Certificates of Insurance, using the standard Accord form, evidencing the fact that Construction Contractor has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to Owner, on a timely basis, if requested by Owner. These Certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail shall be give Owner of any cancellation, intent not to renew (except for non-payment of premium which shall be ten (10) days), or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. Construction Contractor shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Construction Contractor from its insurers, and nothing contained herein shall relieve Construction Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Construction Contractor shall immediately take steps to have the aggregate limit reinstated. All insurance coverages of Construction Contractor shall

be primary to any insurance or self-insurance program carried by Owner applicable to the Project.

15.2 All insurance coverages of Construction Contractor shall be primary to any insurance or self-insurance program carried by Owner applicable to this Project, and the "Other Insurance" provisions of any policies obtained by Construction Contractor shall not apply to any insurance or self-insurance program carried by Owner applicable to the Project.

15.3 The acceptance by Owner of any Certificate of Insurance for the Project evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.

15.4 Before starting and until completion of all services required pursuant to each WORK AUTHORIZATION, Construction Contractor shall procure and maintain insurance of the types and to the limits specified in Exhibit C, "Insurance Requirements", which is attached hereto and made a part hereof. Construction Contractor shall require each of its subcontractors to procure and maintain, until the completion of that subcontractor's services, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirement for the subcontractor is expressly waived in writing by Owner. It is the Contractor's explicit responsibility to ensure all subconsultant(s) and/or subcontractor(s) comply with these insurance requirements.

15.5 If any insurance provided pursuant to this Agreement expires prior to the completion of the services required hereunder, renewal Certificates of Insurance and, if requested by Owner, certified, true copies of the renewal policies, shall be furnished to Owner fifteen (15) days prior to the date of expiration.

15.6 Should at any time Construction Contractor not maintain the insurance coverages required in this Agreement, Owner may cancel the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge Construction Contractor for such coverages purchased. If Construction Contractor fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due Construction Contractor under this Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

15.7 Construction Contractor, its subconsultants and Owner shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by Owner, except such rights as they may have to the proceeds of such insurance held by any of them.

15.8 All insurance companies from whom Construction Contractor obtains the insurance policies required hereunder must meet the minimum requirements provided by City of Ormond Beach Resolution.

16. INDEMNIFICATION

16.1 To the maximum extent permitted by Florida law, Construction Contractor shall defend, indemnify and hold harmless Owner and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Construction Contractor or from personal injury, property damage, direct or indirect damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Contractor or anyone employed or utilized by the Construction Contractor in the performance of this Agreement.

16.2 The duty to defend under this Article 16 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Construction Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Construction Contractor. Construction Contractor's obligation to indemnify and defend under this Article 16 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

17. CLEANUP AND PROTECTIONS

17.1 Construction Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. If Construction Contractor fails to keep the Project site clean, Owner has the right, after providing a twenty-four (24) hour written notice, to perform any required clean up and to back charge Construction Contractor for the costs of such clean up. At the completion of the Work, Construction Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean.

17.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Construction Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Construction Contractor to condition at least equal to that existing at the time of Construction Contractor's commencement of the Work.

18. ASSIGNMENT

18.1 Construction Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of Owner. If Construction Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Construction Contractor all of the obligations and responsibilities that Construction Contractor has assumed toward Owner.

19. PERMITS, LICENSES AND TAXES

19.1 All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Construction Contractor. Permits and licenses to be acquired by Construction Contractor with the assistance of Design Professional include, but are not limited to, building, site, and utility permits, as well as all Health Department permits required for the construction or relocation of water and/or sanitary sewer lines and facilities, to the extent such water and/or sewer work is included in this Contract. If Construction Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Construction Contractor shall bear all costs arising therefrom. All costs incurred by Construction Contractor with respect to performing its obligations under this Paragraph 19.1 shall be considered a direct cost item and shall be considered reimbursable as Cost of the Work as provided for in the Agreement. Owner shall fully cooperate with Construction Contractor where necessary. Construction Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

19.2 Construction Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Additionally, Construction Contractor shall comply with and fully implement the sales tax savings program with respect to the Work, as set forth below in Paragraph 19.3.

19.3 OWNER DIRECT PURCHASE

19.3.1 Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work. Construction Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order to maximize cost savings for the Project. Unless directed otherwise in writing by Owner, Construction Contractor shall prepare requisitions to vendors selected by Construction Contractor for all purchases of materials and equipment exceeding five thousand dollars (\$5,000), for execution by Owner. Construction Contractor shall allow two weeks for execution of all such purchase orders by Owner, except that Owner is under no obligation to execute purchase orders unless and until Construction Contractor has processed

deductive Change Orders in amounts equal to or exceeding the cumulative total of purchases executed or requested. Prior to its first application for payment and processing of any requisitions by Owner, Construction Contractor will process one (1) deductive Change Order under the Agreement for the entire estimated amount of Owner Direct Purchases, inclusive of sales taxes. Should at any time the cumulative amount of requisitions requested by Construction Contractor exceed the amount of deductive Change Orders previously processed, an additional deductive Change Order shall be required prior to the processing of additional requisitions. Prior to the final payment, a final reconciliation of the Owner Direct Purchases will be performed and such deductive Change Order will be prepared for the Owner's review and approval.

19.3.2 With respect to all direct purchases by Owner, Construction Contractor shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, warranting and quality control for all direct purchases. Notwithstanding anything herein to the contrary, Construction Contractor expressly acknowledges and agrees that any materials or equipment directly purchased by Owner pursuant this section shall be included within and covered to the same extent as all other warranties provided by Construction Contractor pursuant to the terms of the Contract Documents. Owner shall assign to Construction Contractor any and all warranties and rights Owner may have from any manufacturer or supplier of any such direct purchases by Owner.

20. TERMINATION FOR DEFAULT

20.1 Construction Contractor shall be considered in material default of the Contract and such default shall be considered cause for Owner to terminate the Contract, in whole or in part, as further set forth in this Article, if Construction Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as provided for in the Contract Documents; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Contract; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers; or (11) materially breaches any other provision of the Contract Documents.

20.2 If Owner determines that Construction Contractor is in default under this Contract, Owner shall notify Construction Contractor in writing of Construction Contractor's default(s). If Owner determines that Construction Contractor has not

remedied and cured the default(s) or established a mutually agreeable plan with the Owner to cure the default(s) within seven (7) calendar days following receipt by Construction Contractor of said written notice, then Owner, at its option, without releasing or waiving its rights and remedies against Construction Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Construction Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Construction Contractor, take assignments of any of Construction Contractor's subcontracts and purchase orders that Owner may designate, and complete all or any portion of Construction Contractor's Work by whatever means, method or agency which Owner, in its sole discretion, may choose. In making either the initial determination that Construction Contractor is in default under this Contract or the subsequent determination that Construction Contractor has failed to satisfactorily cure its default, Owner may rely solely upon Design Professional's certification to Owner that in Design Professional's opinion Construction Contractor is in default or has failed to satisfactorily cure its default.

20.3 If Owner deems any of the foregoing remedies necessary, Construction Contractor agrees that it shall not be entitled to receive any further payments until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the unpaid balance of the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Construction Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by Owner to complete the Work, Construction Contractor shall not be entitled to any portion of such excess, except for the unpaid portion of the Construction Management Fee earned and the Cost of Work incurred prior to Construction Contractor's right to continue performance under this Contract being terminated. Any amounts to be paid to Owner by Construction Contractor pursuant to this Paragraph 20.3 shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Contract.

20.4 The liability of Construction Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event Owner has exercised its right to terminate due to Construction Contractor's default,

Construction Contractor shall be prohibited from bidding or otherwise seeking additional work from Owner in accordance with Owner's then current debarment policy.

20.5 If, after notice of termination of Construction Contractor's right to proceed pursuant to this Article, it is determined for any reason that Construction Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Construction Contractor provided herein, then such termination shall be deemed a termination for Owner's convenience and Construction Contractor's remedies against Owner shall be the same as and limited to those afforded Construction Contractor under Paragraph 21.1 below.

21. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

21.1 Owner shall have the right to terminate this Contract or individual WORK AUTHORIZATION without cause upon seven (7) calendar days written notice to Construction Contractor. In the event of such termination for convenience, Construction Contractor's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Construction Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

21.2 Owner shall have the right to suspend all or any portions of the Work upon giving Construction Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Construction Contractor's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall Construction Contractor be entitled to any additional compensation or damages except as otherwise expressly provided for in the Contract Documents. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, Construction Contractor shall have the right to terminate the Contract with respect to that portion of the Work which is subject to the ordered suspension.

22. COMPLETION

22.1 When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Construction Contractor shall notify Owner and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Said written notice from Construction Contractor shall include a proposed punch list of all items of Work to be completed or corrected by Construction Contractor. Within a reasonable time thereafter, Owner, Construction Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of

completion. If Owner and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Construction Contractor in writing giving the reasons therefore. In such case, Construction Contractor shall pay the costs of all additional Substantial Completion inspections. If Owner and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Construction Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Construction Contractor and include a final punch list of items to be completed or corrected by Construction Contractor before final payment. Such final punch list shall be in compliance with the Contract Documents and all applicable laws. Accordingly, Design Professional shall provide the final punch list to Construction Contractor within seven calendar days after Construction Contractor has achieved Substantial Completion. Construction Contractor acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of Construction Contractor to complete all the Work required under this Contract and does not waive Owner's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment. Additionally, if this Agreement involves Work on more than one building or structure, or involves a multi-phased Project, a punch list shall be developed in accordance with the timelines set forth in this paragraph for each building, structure, or phase of the Project. Owner shall have the right to exclude Construction Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion (or Partial Substantial Completion), but Owner shall allow Construction Contractor reasonable access to complete or correct items on the final punch list.

22.2 When Construction Contractor believes it has fully performed all of the Work, including all punch list items, Construction Contractor shall deliver to Owner a written affidavit certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be delivered to Owner by Construction Contractor at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and Owner shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by Owner. If Owner and Design Professional determine Construction Contractor has completed the entire Work, Design Professional shall promptly issue a Certificate of Final Completion, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Construction Contractor, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to Construction Contractor's entitlement to final payment have been satisfied. Neither the final payment nor the retainage shall become due and payable until Construction Contractor submits: (1) the final Release and Affidavit in the form prescribed by Owner, (2) consent of surety to final payment, and (3) if

required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Design Professional may have issued its recommendations. Unless and until Owner is completely satisfied that all requirements of the Contract Documents have been met, neither the final payment nor the retainage shall become due and payable.

23. WARRANTY

23.1 Construction Contractor shall obtain and assign to Owner all express warranties given to Construction Contractor by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Construction Contractor expressly warrants to Owner that all materials and equipment to be incorporated into the Work shall be new unless otherwise specified. Further, Construction Contractor expressly warrants to Owner that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Construction Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion. In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, Construction Contractor expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Construction Contractor shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, Construction Contractor shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Construction Contractor's warranty excludes remedy for damage or defect caused by Owner's abuse, modifications not performed by Construction Contractor, improper or insufficient maintenance by Owner (unless such maintenance was performed in accordance with the directions from Construction Contractor), improper operation by Owner (unless such operations were performed in accordance with the

directions from Construction Contractor), or normal wear and tear under normal usage.

24. TESTS AND INSPECTIONS

24.1 Owner, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Construction Contractor shall provide proper, safe conditions for such access. Construction Contractor shall provide Design Professional, Owner's Uniform Building Construction Inspector or any other entity with responsibility for inspection of the work with timely prior written notice (at least 48 hours) of the readiness of the Work for all required inspections, tests or approvals.

24.2 If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Construction Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to Owner and Design Professional.

24.3 If any Work that is to be inspected, tested or approved pursuant to the Contract Documents is covered without such inspection, testing or approval having been satisfactorily obtained by Construction Contractor and without obtaining the written concurrence from Design Professional or other applicable entity with responsibility for inspection of the work, such Work must, if requested by Design Professional or inspection entity, be uncovered for observation. Such uncovering shall be at Construction Contractor's expense unless Construction Contractor has given Design Professional and the applicable inspection entity 48 hour's written notice of Construction Contractor's intention to cover the same and has requested written concurrence by Design Professional and the inspection entity and Design Professional or the inspection entity has not acted with reasonable promptness to respond to such notice and request. If any Work is covered contrary to written directions from Design Professional or the inspection entity, such Work must, if requested by Design Professional or the inspection entity, be uncovered for Design Professional's or the inspection entities observation and be replaced at Construction Contractor's sole expense.

24.4 Owner shall charge to Construction Contractor and may deduct from any payments due Construction Contractor all engineering and inspection expenses incurred by Owner in connection with any overtime work unless such overtime work was expressly requested by Owner and Construction Contractor was on schedule. Such overtime work consists of any work during the construction period beyond the

regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

24.5 Neither observations by Design Professional or Owner, nor inspections, tests or approvals by others shall relieve Construction Contractor from Construction Contractor's obligations to perform the Work in accordance with the Contract Documents.

24.6 Construction Contractor is responsible, without reimbursement from Owner, for re- inspection fees and costs, to the extent such re-inspections are due to the fault or neglect of Construction Contractor.

25. DEFECTIVE WORK

25.1 Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by Owner or Design Professional, Construction Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by Owner or Design Professional, remove it from the site and replace it with non-defective Work. Construction Contractor shall bear all direct and indirect costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner and Design Professional harmless for same.

25.2 If Owner or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Construction Contractor, at Design Professional's or Owner's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Owner or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Construction Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Construction Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

25.3 Owner shall have the right to order Construction Contractor to stop all or any portion of the Work if at any time Owner reasonably determines that Construction Contractor's performance of the Work is not in compliance with the requirements of the Contract Documents. Such noncompliance shall include, but is not limited to, Construction Contractor's failure to provide adequate labor, materials or equipment to satisfactorily maintain the various Project schedules (including the Master Project Schedule). This right to stop the Work shall be exercised, if at all, solely for Owner's

benefit and nothing herein shall be construed as obligating Owner to exercise this right for the benefit of Construction Contractor or any other person.

25.4 Should Owner determine, at its sole opinion, it is in Owner's best interest to accept defective Work, Owner may do so. Construction Contractor shall bear all direct and indirect costs attributable to Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If Owner accepts such defective Work after final payment, Construction Contractor shall promptly pay Owner an appropriate amount determined by Owner to adequately compensate Owner for its acceptance of the defective Work.

25.5 If Construction Contractor fails, within a reasonable time after the written notice from Owner or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Owner or Design Professional, or if Construction Contractor fails to perform the Work in accordance with the Contract Documents, or if Construction Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days' written notice to Construction Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Construction Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Construction Contractor's services related thereto, take possession of Construction Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Construction Contractor but which are stored elsewhere. Construction Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this Paragraph. All direct and indirect costs of Owner in exercising such rights and remedies shall be charged against Construction Contractor, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct and indirect costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Construction Contractor's defective Work. Construction Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

26. SUPERVISION AND CONTRACTOR'S REPRESENTATIVE

26.1 Construction Contractor is responsible for supervising, coordinating and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Contract Documents. Construction Contractor is responsible for completing the Work so that it complies accurately and completely with the requirements of the Contract Documents. Unless otherwise authorized in writing by the Owner, Construction Contractor shall keep on the Work at all times during its progress a competent resident representative who shall not be replaced without prior written notice to Owner and Design Professional except under extraordinary circumstances. The representative shall have authority to act on behalf of Construction Contractor. All communications given to the representative shall be as binding as if given to Construction Contractor. Owner shall have the right to direct Construction Contractor to remove and replace its Project representative or any other employee of Construction Contractor or any employee of any subcontractor from the Project, with or without cause.

26.2 Construction Contractor shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of Construction Contractor to coordinate, inspect and provide general direction of the Work and progress of the subcontractors. Construction Contractor shall provide no less than those personnel during the respective phases of construction that are set forth in each WORK AUTHORIZATION. Construction Contractor shall not change any of those persons identified in each WORK AUTHORIZATION unless mutually agreed to in writing by Owner and Construction Contractor. In such case, Owner shall have the right to approve the replacement personnel.

26.3 Construction Contractor shall establish and maintain lines of authority for its personnel, and shall provide this information to Owner and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and Design Professional. Owner and Design Professional may attend meetings between Construction Contractor and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of Construction Contractor to administer the subcontracts.

26.4 Construction Contractor shall be responsible to Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to Construction Contractor. Construction Contractor shall develop and maintain a program, acceptable to Owner and Design Professional, to assure quality control of the Work. Construction Contractor shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of the Contract Documents and Construction Contractor shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between Construction Contractor and Design

Professional over the acceptability of the Work, Owner, in its discretion, shall have the right to determine the acceptability.

26.5 Construction Contractor shall not employ on the Project any person who has been convicted of a felony or misdemeanor-level criminal charge regarding sexual abuse or misconduct, nor permit any subcontractor to assign any employee of it to the Project who has been convicted of a felony or misdemeanor-level criminal charge regarding sexual abuse or misconduct.

27. PROTECTION OF WORK

27.1 Construction Contractor shall fully protect the Work and adjacent property from loss or damage and shall bear the cost of any such loss or damage until Substantial Completion is achieved. If Construction Contractor or anyone for whom Construction Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Construction Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Construction Contractor.

27.2 Construction Contractor shall ascertain what temporary enclosures, if any, of building areas, including existing facilities, should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work and to protect and secure the Work and existing facilities, in periods when extreme weather conditions are likely to be experienced.

27.3 Construction Contractor shall not permit any unsafe loading of any structure at the Project site, nor shall Construction Contractor subject any part of the Work or adjacent property to any forces that will endanger it.

27.4 Construction Contractor shall not disturb any benchmark established by Owner with respect to the Project. If Construction Contractor, or its subcontractors, agents or anyone for whom Construction Contractor is legally liable, disturbs Owner's benchmarks, Construction Contractor shall immediately notify Owner and Design Professional. Owner shall have the benchmarks reestablished and Construction Contractor shall be liable for all costs incurred by Owner associated therewith.

28. EMERGENCIES

28.1 Construction Contractor shall take immediate action to prevent injury to any person or damage to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project site. Construction Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Construction Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a

Change Order shall be issued to document the consequences of the changes or variations. If Construction Contractor fails to provide the forty-eight (48) hour written notice noted above, Construction Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. Construction Contractor is obligated to promptly report in writing to Owner all accidents relating to the Work that result in any personal injury or property damage.

29. USE OF PREMISES

29.1 At all times during the performance of the Work, Construction Contractor shall keep all of its operations, (including, but not limited to, the use and storage of all equipment and materials), within the Project site or such other areas as may be permitted by the Contract Documents. Construction Contractor shall not use the Project site in any manner that is unreasonably burdensome or otherwise inconsistent with Owner's interest. Construction Contractor is responsible for any damage to any such area, or to the owner or occupant thereof, or any areas contiguous thereto, resulting from the performance of the Work.

29.2 Except as required by the Contract Documents or otherwise required in order for Construction Contractor to satisfy its safety and security obligations under the Contract Documents, Construction Contractor shall not erect or install, nor shall it permit any of its subcontractors, suppliers, subconsultants or any other party for whom it is legally responsible to erect or install, any signage upon the Project site or any other property of Owner, unless such signage has been expressly approved in writing by Owner, which approval may be withheld by Owner in its sole discretion.

29.3 Construction Contractor acknowledges that Work may be performed at a particular Project site where Owner simultaneously is conducting and continuing its operations upon the same site. In such event, Construction Contractor shall coordinate its Work so as to cause no unreasonable interference with or disruption to Owner's operations.

30. SAFETY

30.1 Construction Contractor is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work. Further, it is Construction Contractor's responsibility to protect from damage or loss all material and equipment to be incorporated into the Work which may be stored off the Project site. Construction Contractor shall develop and implement, in accordance with the requirements of the Contract Documents, a safety plan for the Work.

30.2 Construction Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of Owner and any public body having jurisdiction over the Work, including all of their safety codes, laws, ordinances, rules and regulations. Construction Contractor shall notify owners of adjacent property and of

any underground structures or improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Construction Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by Owner has occurred.

30.3 At all times during the performance of the Work at the Project site, Construction Contractor shall have designated, and located on a full time basis at the Project site, a qualified individual whose responsibility shall be to monitor and enforce Construction Contractor's safety program at the Project site. Construction Contractor hereby designates its superintendent as that safety representative. Construction Contractor may designate by written notice to Owner another individual, reasonably acceptable to Owner, who shall be Construction Contractor's safety representative at the Project site.

30.4 Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property. All employees of Construction Contractor, as well as those of all subcontractors and those of any other person or entity for whom Construction Contractor is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any Owner property. Further, Employees shall not bring on to any Owner property any gun, rifle or other firearm, or explosives of any kind.

30.5 Construction Contractor acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing Owner facility. In such event, Construction Contractor shall comply with the following:

30.5.1 All Owner facilities are smoke free. Smoking is strictly prohibited;

30.5.2 Construction Contractor shall strictly limit its operations to the designated work areas and shall not permit any Employees to enter any other portions of Owner's property without Owner's expressed prior written consent;

30.5.3 All Employees are prohibited from distributing any papers or other materials upon Owner's property, and are strictly prohibited from using any of Owner's telephones or other office equipment;

30.5.4 All Employees shall at all times comply with OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct and facility regulations issued by Owner's officials onsite, as said regulations may be changed from time to time;

30.5.5 All Employees shall enter and leave Owner's facilities only through the ingress and egress points identified in the site utilization plan approved by Owner or as otherwise designated, from time to time, by Owner in writing;

30.5.6 When requested, Construction Contractor shall cooperate with any ongoing Owner investigation involving personal injury, economic loss or damage to Owner's facilities or personal property therein;

30.5.7 At all times Construction Contractor shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, as said regulations and requirements may be modified or changed by Owner from time to time.

31. PROJECT MEETINGS

31.1 Prior to the commencement of Work, Construction Contractor shall attend a preconstruction conference with Owner and Design Professional and others as appropriate to discuss the Master Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, Construction Contractor shall attend any and all meetings convened by Owner or Design Professional with respect to the Project, when directed to do so by Owner or Design Professional. Construction Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by Owner or Design Professional.

32. MATERIAL SAFETY DATA SHEET

32.1 If any chemicals, materials, or products containing toxic substances, as defined by Chapter 442, Florida Statutes or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by Construction Contractor or any of its subcontractors, Construction Contractor shall provide to Design Professional and Owner a Material Safety Data Sheet at the time of each delivery or prior to each new use of such product.

33. AUDITING RIGHTS AND PUBLIC RECORDS

33.1 Construction Contractor shall keep all records and supporting documentation which relate to the Work hereunder for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Contractor shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. Owner, any duly authorized agents or representatives of Owner, and the public shall have the right to inspect and copy all of Construction Contractor's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Contractor shall cooperate in any audit, inspection, or copying of the documents under this agreement as provided by Chapter 119 Florida Statutes and as provided by Exhibit E to this agreement. Access, inspection, copying and auditing rights shall survive the termination of this Contract.

33.2 If at any time, Owner conducts such an audit of Construction Contractor's records and documentation and finds that Construction Contractor overcharged Owner, Construction Contractor shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 6% annum). If the Overcharged Amount is equal to or greater than \$10,000.00, Construction Contractor shall pay to Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of Construction Contractor. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Contractor with regard to the Project or under any other agreement between Construction Contractor and Owner. If such amounts owed Construction Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Contractor hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

33.3 This Article 33, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.

34. COMPLIANCE WITH LAWS

34.1 Construction Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Construction Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and Design Professional in writing.

34.2 For federally funded projects, Construction Contractor must comply with all federal rules and regulations.

35. SUBCONTRACTS

35.1 Construction Contractor shall review the design and shall determine how it desires to divide the sequence of construction activities. Construction Contractor will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Master Project Schedule, and shall supply a copy of that breakdown and composition to Owner and Design Professional for their review and approval. Construction Contractor shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

35.2 A subcontractor is any person or entity who is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with Construction Contractor. Construction Contractor shall be solely responsible for and have control over the subcontractors. Construction Contractor shall negotiate all Change Orders, Construction Change Directives, Field Orders and Request for Proposals, with all affected subcontractors and shall review the costs of those proposals and advise Owner and Design Professional of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order from Owner.

35.3 Construction Contractor shall not enter into a subcontract with any subcontractor, if Owner reasonably objects to that subcontractor. Construction Contractor shall not be required to contract with anyone it reasonably objects to. At the time Construction Contractor executes the WORK AUTHORIZATION, Construction Contractor shall also submit to Owner a complete list of the names, addresses, licensing information and phone numbers of all subcontractors Construction Contractor intends to use for each portion of the Work. The list of subcontractors cannot be modified, changed, or amended without prior written approval from Owner, whose approval shall not be unreasonably withheld. Construction Contractor shall continuously update that subcontractor list, so that it remains current and accurate throughout the entire performance of the Work. As part of the Project document file to be maintained by Construction Contractor at the Project site, Construction Contractor shall keep on file a copy of the license for every subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts between Construction Contractor and its subcontractors shall be in writing and are subject to Owner's approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Construction Contractor to the same extent Construction Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Construction Contractor to Owner at the election of Owner upon termination of Construction Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the subcontractor except workman's compensation, (5) assign all warranties directly to Owner, (6) identify Owner as an intended third-party beneficiary of the subcontract, and (7) incorporate Exhibit C into all of its subcontracts. Construction Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Paragraph 35.3 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

35.4 The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In

addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years.

35.5 Unless otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

35.5.1 LIMITATION OF REMEDIES - NO DAMAGES FOR DELAY

That the subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by Owner or Design Professional or attributable to Owner or Design Professional and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in the work, the subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 10% for overhead and profit.

35.5.2 The subcontract shall require the subcontractor expressly agree that the foregoing subsection 35.5.1 constitutes its sole and exclusive remedies for delays and changes in the Work and thus eliminates any other remedies or claim for increase in the subcontract price, damages, losses or additional compensation. Further, Construction Contractor shall incorporate terms of the above paragraph in all of its subcontracts and require all subcontractors to similarly incorporate such terms into their sub-subcontracts.

35.5.3 Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to Construction Contractor within the time and in the manner in which Construction Contractor must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

35.6 When Construction Contractor submits its GMP proposal to Owner, Construction Contractor also shall identify in writing those portions of the Work it intends to perform with its own employees. Any and all work to be self-performed by Construction Contractor must be approved in writing by Owner in its sole discretion prior to commencement of such work.

36. MARKET ANALYSIS AND SOLICITATION OF BIDS

36.1 The purpose of this Paragraph is to insure that Construction Contractor makes a genuine effort to stimulate subcontractor interest in the Project and maximize participation of potential qualified subcontractors in the bidding process. At all times Owner shall have access to and the right to require copies of all correspondence, records, files and other bid documents (including all bid responses) with respect to the bidding process. Further, Construction Contractor shall notify Owner of the date, time and place of all bid openings and Owner shall have the right to attend any and all such bid openings. All bid openings shall be conducted in Ormond Beach, Florida.

36.1.1 Construction Contractor shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Work. Construction Contractor shall make an analysis as necessary to (i) determine and report on availability of labor, materials, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material, and (ii) in light of such determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of Work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the Contract Time.

36.1.2 As various bid packages are prepared for bidding, Construction Contractor shall submit to Owner and Design Professional in a manner suitable to Owner a list of potential bidders for their review and approval. Construction Contractor shall be responsible for promoting and encouraging bid competition.

36.1.3 Construction Contractor shall carry out an active program of stimulating interest of qualified subcontractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project. As part of his program, Construction Contractor shall conduct an information meeting for prospective subcontractors in conjunction with the Owner, not less than thirty (30) days prior to the solicitation of bids.

36.2 Construction Contractor shall prepare invitations for bids and all other appropriate bid documents for all procurement of long lead items, materials and services, for subcontractor contracts and for site utilities.

36.2.1 Except as hereafter provided in Paragraph 36.5, all subcontracts are to be awarded to the lowest responsive and responsible bidder.

36.2.2 Subcontracts not exceeding \$5,000.00 may be awarded based upon verbal quotes. Subcontracts over \$5,000.00 and up to \$75,000.00 must be awarded by either written quote or bid. Construction Contractor shall obtain a minimum of at least three (3) verbal or written bids, as applicable, on all such

subcontracts. All such quotes received by Construction Contractor shall be entered on a tabulation sheet and a copy of both the bids and the tabulation sheet shall be sent to Owner and Design Professional for their review and comments prior to Construction Contractor awarding the subcontract.

36.2.3 Subcontracts exceeding \$75,000.00 must be solicited by public bidding. Bids must be advertised for at least three (3) consecutive weeks prior to the established bid opening time and date, unless a shorter solicitation period is authorized in writing by the Owner. All such bids must be in writing and shall be received and opened in the manner and at the location, date and time established in the bid documents. All such bids received by Construction Contractor shall be entered on a bid tabulation sheet and a copy of both the bids and the tabulation sheet shall be sent to Owner and Design Professional for their review and comment prior to Construction Contractor awarding the subcontract.

36.3 As part of its bid preparation, Construction Contractor shall review the specifications and drawings prepared by Design Professional. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by Construction Contractor shall be brought to the attention of Owner and Design Professional in written form.

36.4 For each subcontract that exceeds \$75,000, Construction Contractor shall, unless waived in writing by Owner, conduct a pre-bid conference with prospective bidders and a pre-award conference with the apparent successful bidder. Design Professional and Owner shall be invited to all such meetings. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, Construction Contractor shall transmit these to Design Professional in writing and upon receiving clarification or correction in writing from Owner or Design Professional shall issue an addendum to the bidding documents to all of the prospective bidders.

36.5 Notwithstanding the provision above requiring award of subcontracts to the lowest responsive and responsible bidder, Construction Contractor may award a subcontract to someone other than the lowest responsive and responsible bidder provided Construction Contractor has first received Owner's express written consent to such award. Owner's consent to any such award will be at Owner's sole discretion. Whenever Construction Contractor wishes to award a subcontract to someone who is not the lowest responsive and responsible bidder, Construction Contractor must notify Owner in writing, setting out in detail the reasons and justifications for the suggested award.

37. SECURING AGREEMENT

37.1 Construction Contractor warrants that Construction Contractor has not employed or retained any company or person, other than a bona fide employee

working solely for Construction Contractor, to solicit or secure this Contract and that Construction Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Construction Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. At the time this Contract is executed, Construction Contractor shall sign and deliver to Owner the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit D. Construction Contractor's compensation shall be adjusted to exclude any sums by which Owner determines the compensation was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs.

38. PUBLIC ENTITY CRIMES

38.1 By its execution of this Agreement, Construction Contractor acknowledges that it has been informed by OWNER of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

39. EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

39.1 In performing all services to be provided hereunder, Construction Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Construction Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Construction Contractor shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin.

40. CHANGED CONDITIONS

40.1 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by Construction Contractor as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Construction Contractor shall provide Owner with prompt written notice thereof before conditions are disturbed and in no event later than seven (7) calendar days after first observance of such conditions. Owner and Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Construction Contractor's cost of, or time required for, performance of any part of the Work, Owner will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both, for such Work. If Owner determines that the conditions at the site are not materially different from those indicated in the Contract Document or not of an unusual nature or should have been discovered by Construction Contractor as part of its investigative services, and that no change in the terms of the Contract is justified, Owner shall so notify Construction Contractor in writing, stating its reasons. Claims by Construction Contractor in opposition to such determination by Owner must be made within seven (7) calendar days after Construction Contractor's receipt of Owner's written determination notice. If Owner and Construction Contractor cannot agree on an adjustment to the Contract Amount or Contract Time, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

END OF GENERAL TERMS AND CONDITIONS

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**EXHIBIT B
SUPPLEMENTAL TERMS AND CONDITIONS**

1. Construction Schedule: Construction Contractor shall prepare and submit to Owner and Design Professional, for their review and approval, a Construction Schedule. This schedule shall conform to the format outlined in Paragraph 1.3 below. The approved Construction Schedule shall be attached to the WORK AUTHORIZATION. The Construction Schedule shall be integrated into the Master Project Schedule included in the WORK AUTHORIZATION and as subsequently updated.

1.1 Following development and approval of the Construction Schedule as aforesaid, Construction Contractor shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to Owner in duplicate. No additional compensation will be due Construction Contractor for making such updates. Failure of Construction Contractor to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for Owner to find Construction Contractor in substantial default hereunder and that sufficient cause exists to terminate the Contract or to withhold payment to Construction Contractor until a schedule or schedule update acceptable to Owner is submitted.

1.2 Schedule Format: The Construction Schedule shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of an activity-on-node diagram. All activity-on-node diagrams shall include the Activity Identification, Activity Description, and the type of relationship between activities, including any lead or lag time. Further, the Construction Schedule shall incorporate and be based upon the Project milestone dates set forth in the Master Project Schedule included with each WORK AUTHORIZATION.

1.3 The construction time for the Work, or any milestone, shall not exceed the specified Contract Time. Logic or activity durations shall be revised in the event that any milestone or Contract completion date is exceeded in the schedule.

1.4 Float is defined as the amount of time between when an activity "can start" (the early start) and when an activity "must start" (the late start). It is understood by Owner and Construction Contractor that float is a shared commodity, not for the exclusive use or financial benefit of either party. Either party has the full use of the float until it is depleted.

1.5 Schedule Update Requirements: Construction Contractor shall update the schedules monthly to show actual, current progress. The updates shall include:

1.5.1 Dates of activities' actual starts and completions.

1.5.2 Percent of Work remaining for activities started but not completed as of the update date.

1.5.3 At Owner's request, a bar chart comparison of the updated schedule to the initial schedule. This diagram shall show actual and planned performance dates for all completed activities.

1.5.4 All update information shall be an accurate representation of the actual Work progress.

2. Recovery Schedule: If the initial schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require that a recovery schedule for completion of the remaining Work be submitted. The Recovery Schedule must be submitted within seven (7) calendar days of Owner's request. The Recovery Schedule shall describe in detail Construction Contractor's plan to complete the remaining Work by the required Contract milestone date. The Recovery Schedule submitted shall meet the same requirements as the original Construction Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Contract milestone dates.

3. Change Orders: When a Change Order is proposed, Construction Contractor must identify all logic changes as a result of the Change Order. Construction Contractor shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the approved Construction Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, Construction Contractor will revise the Construction Schedule or current update. The logic changes required by the Change Order will be considered incidental to Construction Contractor's work. No separate payment will be made.

END OF SUPPLEMENTAL TERMS AND CONDITIONS

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EXHIBIT C
INSURANCE REQUIREMENTS

A. **Payment and Performance Bonds**

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees,

or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

- \$100,000 Each Accident Bodily Injury by Accident
- \$100,000 Each Employee Bodily Injury by Disease
- \$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such

contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

- \$1 Million Each Occurrence
- \$2 Million General Aggregate
- \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy

per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key

Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

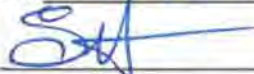
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

END OF INSURANCE REQUIREMENTS

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EXHIBIT D
TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, the undersigned hereby certifies that wage rates and other factual unit costs supporting the compensation for the underground utility construction management services of CONTRACTOR to be provided under this Agreement are accurate, complete and current as of the time of contracting.

CONTRACTOR: SCS CONTRACTING SERVICES, INC.
By: 
Print Name: SETH SIMMONS
Title: PRESIDENT
Date: 8/21/2025

**EXHIBIT E
FLORIDA PUBLIC RECORDS LAW**

Construction Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Construction Contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the Construction Contractor or keep and maintain public records required by the City to perform the service. If the Construction Contractor transfers all public records to the City upon completion of the contract, the Construction Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Contractor keeps and maintains public records upon the completion of the contract, the Construction 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 Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Construction Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Construction Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:


**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3297
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

EXHIBIT F
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- 1.
- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- 2.
- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

SGS CONTRACTING SERVICES, INC.
COMPANY NAME


AUTHORIZED SIGNATURE

SETH SIMMONS
NAME (PRINT OR TYPE)

PRESIDENT
TITLE

08/21/2025
DATE

**EXHIBIT G – VERIFICATION OF EMPLOYMENT
USING E-VERIFY SYSTEM**

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

SGS CONTRACTING SERVICES/INC.
COMPANY NAME


AUTHORIZED SIGNATURE

SETH SIMMONS
NAME (PRINT OR TYPE)

PRESIDENT
TITLE

8/21/2025
DATE

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EXHIBIT H - AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- Affiant is the PRESIDENT of SGS CONTRACTING SERVICES, INC.
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
- Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
- The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
- Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- Entity is not owned or controlled by the government of a foreign country of concern.
- For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: AUGUST 21, 2025 Signed: [Signature]

Title: PRESIDENT Print Name: SETH SIMMONS

Entity: SGS CONTRACTING SERVICES, INC.

STATE OF: FL COUNTY OF: ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this 21 day of AUGUST, 2025,

by SETH SIMMONS and who:

is personally known to me; or has produced _____ as identification.

[Signature]
Notary Public, State of Florida at Large: _____ (seal)
Printed Name/Seal of Notary, Commission

My commission expires: 6-28-26



This page must be completed & notarized.

EXHIBIT I - HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

COUNTY OF ALACHUA

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is SETH SIMMONS. I am over the age of Twenty-One years old. I am the PRESIDENT of SCS CONTRACTING SERVICES, INC., a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Date: August 21, 2025 Signature: [Signature]

Print Name: SETH SIMMONS

Title: PRESIDENT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of August, 2025, by SETH SIMMONS and who:

Is personally known to me; or has produced _____ as identification.

Notary Public, State of Florida at Large: [Signature] (seal)
Printed Name/Seal of Notary, Commission

My commission expires: 6-28-26

This page must be completed & notarized.

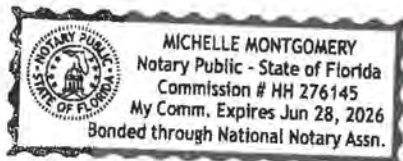


EXHIBIT "B"
INSURANCE REQUIREMENTS

The certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury, please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.

File Attachments for Item:

5. City Council Resolution No. 2026-065 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the Suwannee River Economic Council, Inc., regarding the purchase of natural gas services from the City on behalf of households eligible for the Low-Income Household Energy Assistance Program; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2026 - 065

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND THE SUWANNEE RIVER ECONOMIC COUNCIL, INC. REGARDING THE PURCHASE OF NATURAL GAS SERVICES FROM THE CITY ON BEHALF OF HOUSEHOLDS ELIGIBLE FOR THE LOW-INCOME HOUSEHOLD ENERGY ASSISTANCE PROGRAM; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (“City”) provides natural gas to its residents via the City’s natural gas utility (the “Natural Gas Utility Services”); and

WHEREAS, the Suwannee River Economic Council, Inc. (“SREC”) is an agency providing assistance to low-income households unable to pay applicable fees for such households’ use of the Natural Gas Utility Services; and

WHEREAS, SREC and the City desire to enter into that certain contract whereby SREC will pay to the City certain monies to be applied to delinquent Natural Gas Utility Services accounts of qualifying low-income households by adopting the terms of the proposed contract with SREC in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, engaging SREC’s services to obtain certain monies to be applied to delinquent Natural Gas Utilities Services Accounts of qualifying low-income households by adopting the terms of the Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging SREC’s services to obtain certain monies to be applied to delinquent Natural Gas Utilities Services Accounts of qualifying low-income households by adopting the terms of the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of June, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**MEMORANDUM OF AGREEMENT
FLORIDA LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
BETWEEN
Suwannee River Economic Council
AND
City of Lake City**

Agreement Number: E2257

This **MEMORANDUM OF AGREEMENT** ("MOA") is made and entered into by Suwannee River Economic Council and City of Lake City for the provision of energy to low income households under the Florida Low-Income Home Energy Assistance Program ("LIHEAP"). Participants in the Agreement may individually be referred to herein as "Party" or collectively as the "Parties."

PURPOSE

This Agreement establishes the responsibilities of the Vendor to ensure essential utilities are delivered to support low-income households through the Low Income Home Energy Assistance Program (LIHEAP). By establishing clear roles, expectations, and procedures, eligible LIHEAP clients receive timely assistance with their energy needs from the participating Vendor.

TERM OF AGREEMENT

This Agreement will begin on October 1st, 2025 ("Effective Date") and end on September 30th, 2028, unless otherwise terminated as set forth herein. This Agreement terminates, supersedes, and replaces any prior LIHEAP Agreement in effect between the Vendor and the Agency. This Agreement may be renewed September 30th, 2028.

TYPE OF ENERGY PROVIDED

Services provided by the Vendor:

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Natural Gas |
| <input type="checkbox"/> Fuel | <input type="checkbox"/> Coal |
| <input type="checkbox"/> Propane Gas | |

VENDOR ASSURANCES

In order to receive payments for clients who are approved for home energy assistance and crisis assistance, the Vendor agrees to the following:

- *Fair Treatment:* Ensure households receiving assistance under LIHEAP are not treated adversely due to program participation.
- *Non-Discrimination:* Agree not to discriminate in the cost of goods supplied or services provided to eligible households.
- *Energy-Related Payment:* Only energy-related elements of the utility bill are eligible for payment; no charges for water, sewage, or non-energy related components, unless deemed necessary to resolve a crisis as verified by the Agency and with prior approval from FloridaCommerce.

- Vendor acknowledges and complies with the requirement to maintain "active" status with the State of Florida, verified at <http://sunbiz.org/search.html>, and ensure compliance with all federal clearance checks.
- Both Parties shall ensure staff are trained in LIHEAP and maintain lists of authorized representatives for crisis resolution and payment commitments.
- Vendor will provide assurances regarding data privacy and release of information only with authorized client consent.

CONTACT INFORMATION

The following contacts for both Parties are authorized to resolve crisis situations and make payment commitments on behalf of a client:

Suwannee River Economic Council:

Name: Tricia Garcia
Address: 1171 Nobles Ferry Rd #2, Live Oak, FL 32064
Email: tgarcia@suwanneec.net
Phone: 386-362-4115

Name: Chandra Russell
Address: 1171 Nobles Ferry Rd #2, Live Oak, FL 32064
Email: crussell@suwanneec.net
Phone: 386-362-4115

Name: Tori Hillhouse
Address: 1171 Nobles Ferry Rd #2, Live Oak, FL 32064
Email: tay@suwanneec.net
Phone: 850-584-8858

Name: Katie Garza
Address: 1171 Nobles Ferry Rd #2, Live Oak, FL 32064
Email: dix1@suwanneec.net
Phone: 352-498-5018

City of Lake City:
Address: 205 N. Marion Avenue
Lake City, FL 32055
Email: N/A
Phone: 386-719-5768

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of the Memorandum of Agreement. This MOA is effective the date the last Party signs.

City of Lake City

Suwannee River Economic Council

By: _____
(Signature)

By: _____
(Signature)

(Print/Type **Name and Title**)

(Print/Type **Name and Title**)

Date: _____

Date: _____

Vendor Address:

Agency Address:

Street: 205 N. Marion Avenue

Street: 1171 Nobles Ferry Rd #2

City: Lake City State: FL

City: Live Oak State: FL

Zip Code: 32055

Zip Code: 32064

Phone: 386-719-5768

Phone: 386-362-4115

FEIN/UEI (if applicable): _____

File Attachments for Item:

7. City Council Ordinance No. 2026-2371 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-04, submitted by Ring Power Corporation, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located on SW Ring Court)

Adopt City Council Ordinance No. 2026-2371 on first reading

ORDINANCE NO. 2026-2371
CITY OF LAKE CITY, FLORIDA

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO**
2 **PETITION NO. ANX 26-04, SUBMITTED BY RING POWER CORPORATION,**
3 **RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL**
4 **PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS**
5 **REASONABLY COMPACT, INTO THE BOUNDARIES OF THE CITY OF LAKE**
6 **CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT**
7 **THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN**
8 **CONFLICT; PROVIDING AN EFFECTIVE DATE.**

9 **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City
10 of Lake City, Florida, (the “City Council”), to annex real property into the corporate boundaries of
11 the City of Lake City, Florida, (the “City”); and

12 **WHEREAS**, Sections 171.011 through 171.094, Florida Statutes, as amended, the Municipal
13 Annexation or Contraction Act, empowers the City Council to annex real property into the
14 corporate boundaries of the City, pursuant to a petition voluntarily filed by the owner of certain
15 real property; and

16 **WHEREAS**, the Interlocal Service Boundary Agreement (the “ISBA”) between the Board of County
17 Commissioners of Columbia County, Florida, (the “County”), adopted by Columbia County
18 Ordinance No. 2025-23 and the City, adopted by City of Lake City Ordinance No. 2026-2345
19 permits property not contiguous to the boundaries of the City to be annexed into the City; and

20 **WHEREAS**, Ring Power Corporation, the owner of certain real property more particularly
21 described herein below (the “Real Property”), said Real Property commonly identified by 2026
22 tax parcel number 08558-107, has petitioned that the same be voluntarily annexed and
23 incorporated into the boundaries of the City; now therefore

24 **BE IT ENACTED** by the People of the City of Lake City, Florida, as follows:

- 25 1. Pursuant to a petition, ANX 26-04, by Ring Power Corporation, the owner of Real Property,
26 said Real Property being depicted on Schedule A: Location Map, attached hereto and
27 incorporated as part of this Ordinance, and is reasonably compact, has petitioned the City to
28 have said Real Property annexed into the City.

29 A parcel of land lying in Section 19, Township 4 South, Range 17 East, Columbia
30 County, Florida. Being more particularly described as follows: Lot 7 of the Cannon
31 Creek Center, Subdivision as recorded in the Public Records of Columbia County,
32 Florida.

33 Containing 12.60 acres, more or less.

34 LESS AND EXCEPT

35 A parcel of land lying in Section 19, Township 4 South, Range 17 East, Columbia
36 County, Florida. Being more particularly described as follows: Begin at the
37 Northwest corner of Lot 7 of the Cannon Creek Center, Subdivision as recorded in
38 the Public Records of Columbia County, Florida; thence South 27°29'28" East, along
39 the Westerly line of said Lot 7, a distance of 225.00 feet; thence North 88°38'58"
40 East 458.63 feet to the Easterly line of said Lot 7; thence North 28°11'54" West,
41 along the Easterly line of said Lot 7, a distance of 226.23 feet to the North line of
42 said Lot 7; thence South S 88°38'58" West, along the North line of said Lot 7, a
43 distance of 456.06 feet to the Point of Beginning.

44 Containing 2.10 acres, more or less.

45 All said lands containing 10.50 acres, more or less.

- 46 2. The City Council finds the petition bears the signatures of all owners of said Real Property in
47 the area proposed to be annexed.
- 48 3. The City Council finds said Real Property meets the criteria established by Chapter 171,
49 Florida Statutes, as amended, and said ISBA between the County, and the City, and should
50 be annexed to the boundaries of the City.
- 51 4. Said Real Property is hereby annexed to the boundaries of the City, and in every way is a part
52 of the City.
- 53 5. The boundaries of the City are hereby redefined to include said Real Property.
- 54 6. Annexation. The Real Property shall continue to be classified as follows: INDUSTRIAL under
55 the land use classifications as designated on the Future Land Use Plan Map of the Columbia
56 County Comprehensive Plan and classified as INDUSTRIAL, LIGHT AND WAREHOUSING (ILW)
57 under the zoning districts as designated on the Official Zoning Atlas of the Columbia County
58 Land Development Regulations until otherwise changed or amended by appropriate ordinance
59 of the City.
- 60 7. Effective January 1, 2027, all real property lying within the boundaries of the City, as hereby
61 redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject

-
- 62 to all general and special assessments.
- 63 8. All persons who have been lawfully engaged in any occupation, business, trade or profession,
64 within the area, described in Section 1 above, upon the effective date of this Ordinance
65 under a valid license or permit issued by the County and all other necessary state or federal
66 regulatory agencies, may continue such occupation, business, trade or profession within the
67 entire boundaries of the City, as herein defined, upon securing a valid occupational license
68 from the City, which shall be issued upon payment of the appropriate fee, without the
69 necessity of taking or passing any additional examination or test which otherwise is required
70 relating to the qualification of such occupations, businesses, trades or professions.
- 71 9. The City Clerk is hereby directed to file, within seven (7) days following the effective date of
72 this ordinance, a certified copy of this ordinance with the following:
- 73 a) Florida Department of State, Tallahassee, Florida;
74 b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
75 c) Clerk of the Circuit Court of Columbia County, Florida;
76 d) Chief Administrative Officer of Columbia County, Florida;
77 e) Property Appraiser of Columbia County, Florida;
78 f) Tax Collector of Columbia County, Florida; and
79 g) All public utilities authorized to conduct business within the City.
- 80 10. Severability. It is the declared intent of the City Council that if any section, sentence, clause,
81 phrase, or provision of this Ordinance is for any reason held or declared to be
82 unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such
83 holding of invalidity or unconstitutionality shall not affect the remaining provisions of this
84 Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts,
85 shall be deemed to be valid.
- 86 11. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to
87 the extent of such conflict.
- 88 12. Effective Date. This Ordinance shall be effective on the date of final adoption by the City
89 Council.

APPROVED, UPON FIRST READING, by the City Council, at a regular meeting, on the 1st day of June 2026.

PUBLICLY NOTICED, in a newspaper of general circulation in the city, by the City Clerk of the City on the 4th of June 2026 and 11th of June 2026.

APPROVED AND ADOPTED UPON SECOND READING, by an affirmative vote of a majority of a quorum present of the City Council, at a regular meeting this ____ day of _____ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

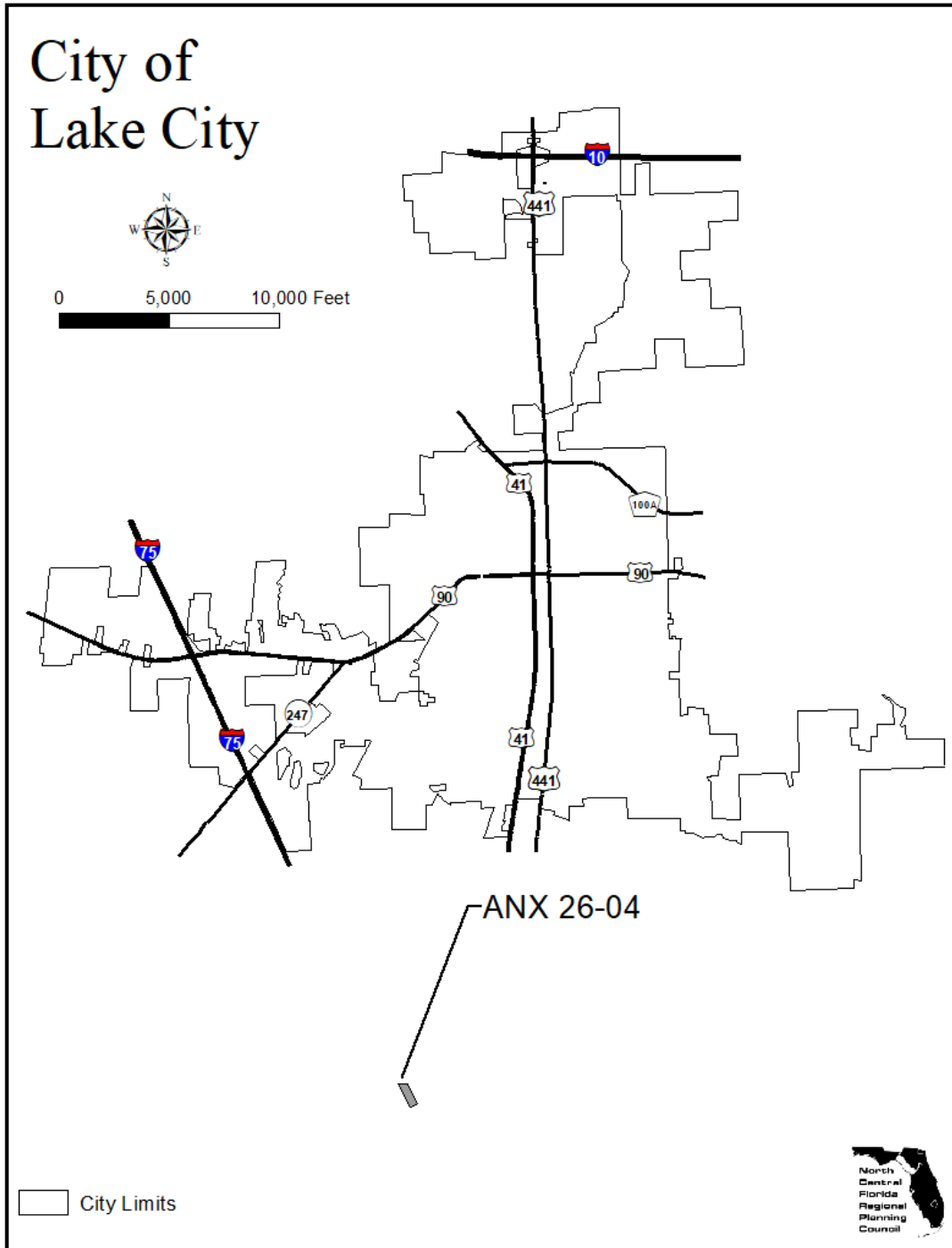
ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Schedule A: Location Map



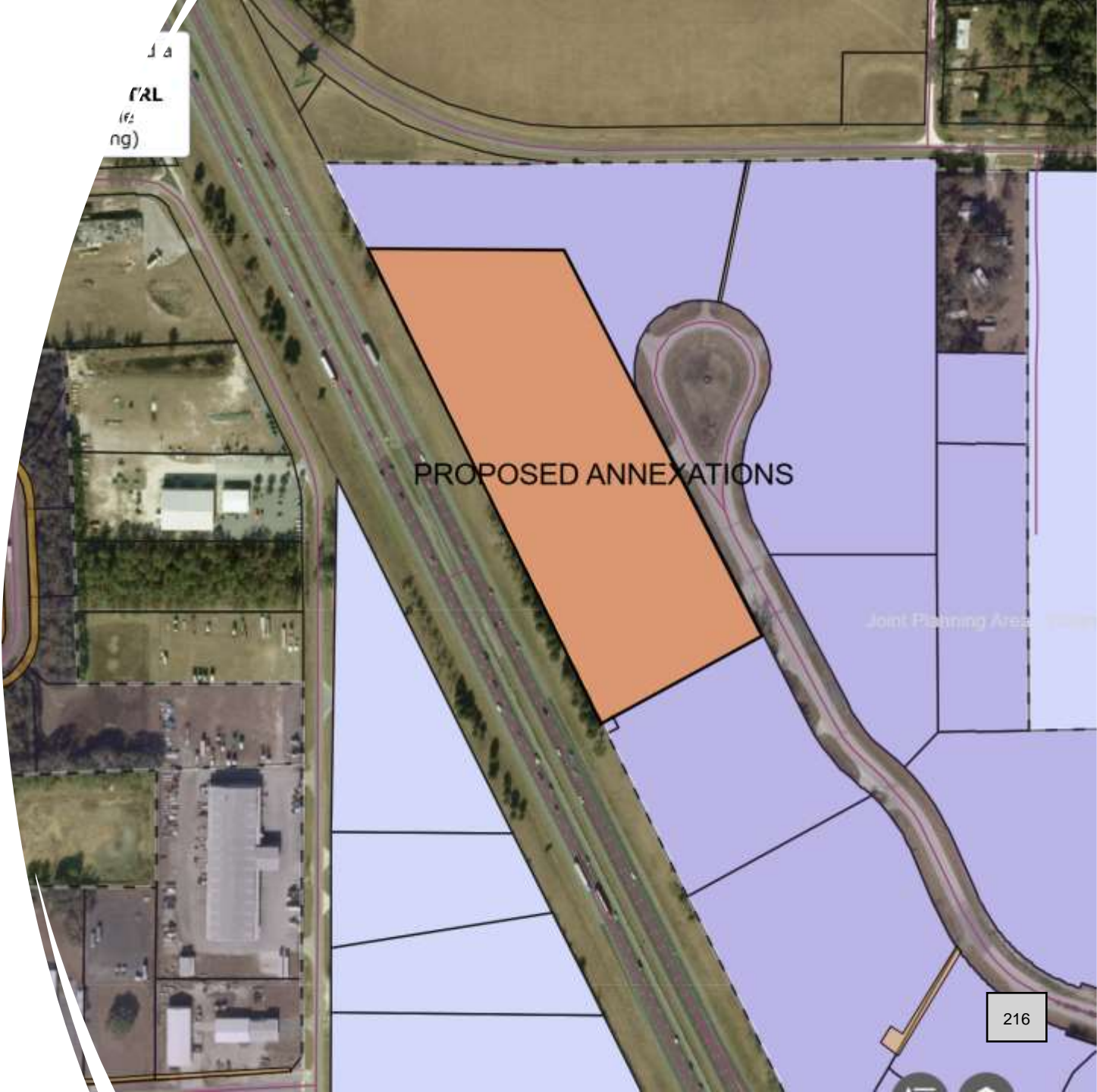
ORDINANCE 2026-2371

ANX 26-04

Introduction

- Applicant has requested to annex parcel 08558-107 into the City.
- This parcel is located on SW Ring Ct.

Location



Staff Recommendation

- Staff's recommendation is to approve Ordinance 2026-2371.

QUESTIONS

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: **ORDINANCE 2026-2371**

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 26-04, SUBMITTED BY RING POWER CORPORATION, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance: **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 26-04, SUBMITTED BY RING POWER CORPORATION, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
No estimated direct impact of the proposed ordinance on private, for profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
Zero

4. Additional information the governing body deems useful (if any):
The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

File Attachments for Item:

8. City Council Ordinance No. 2026-2375 (first reading) - An ordinance of the City of Lake City, Florida, requesting and consenting to the inclusion of all the City of Lake City, Florida, within the Columbia County Law Enforcement Municipal Service Taxing Unit to fund law enforcement and corrections services, facilities, and programs; providing for annual renewal of such request and consent; providing for severability; and providing an effective date.

Adopt City Council Ordinance No. 2026-2375 on first reading

ORDINANCE NUMBER 2026-2375

CITY OF LAKE CITY, FLORIDA

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, REQUESTING**
2 **AND CONSENTING TO THE INCLUSION OF ALL OF THE CITY OF LAKE**
3 **CITY, FLORIDA WITHIN THE COLUMBIA COUNTY LAW**
4 **ENFORCEMENT MUNICIPAL SERVICE TAXING UNIT TO FUND LAW**
5 **ENFORCEMENT AND CORRECTIONS SERVICES, FACILITIES, AND**
6 **PROGRAMS; PROVIDING FOR ANNUAL RENEWAL OF SUCH**
7 **REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND**
8 **PROVIDING AN EFFECTIVE DATE.**

9 **WHEREAS**, pursuant to Section 125.01(1)(q) and (r), Florida Statutes, the Florida Legislature has
10 empowered counties to establish municipal service taxing units, whereby a county may levy a tax
11 for certain essential municipal services, including the provision of certain law enforcement
12 services, within a certain designated geographic boundary of or within a county; and

13 **WHEREAS**, pursuant to Section 125.01(1)(q), Florida Statutes, a municipality may be included
14 within the geographic boundary of an applicable municipal service taxing unit, subject to
15 approval by ordinance of the governing body of the municipality giving consent either annually
16 or for a term of years; and

17 **WHEREAS**, Columbia County ("County") will consider for enactment a municipal service taxing
18 unit known as the Columbia County Law Enforcement Municipal Service Taxing Unit (the "MSTU")
19 to provide law enforcement and corrections services, facilities, and programs (or similar law
20 enforcement services), and other services necessary and incidental to the purpose for which the
21 MSTU was created; and

22 **WHEREAS**, the City of Lake City ("City") is a municipality located and situate in the County; and

23 **WHEREAS**, the City desires to adopt this Ordinance to formalize its consent, in accordance with
24 Section 125.01(1)(q), Florida Statutes, to be included in the MSTU to provide law enforcement
25 and corrections services, facilities, and programs (or similar law enforcement services), and
26 related services within the territorial limits of the City; and

27 **WHEREAS**, the City Council finds such inclusion in the MSTU is in the best interest of the health,
28 safety and welfare of the citizens of the City.

29 **BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:**

30 **SECTION 1. FINDINGS.** It is hereby ascertained, determined, and declared that:

31 a. The Board of County Commissioners of Columbia County, Florida (the
32 "County"), will consider for enactment at the County's regularly scheduled

33 meeting on June 18, 2026 an ordinance creating the Columbia County Law
34 Enforcement Municipal Service Taxing Unit (the “MSTU”) pursuant to Section
35 125.01(1)(q), Florida Statutes, and authorizing the levy and collection of ad
36 valorem taxes within the MSTU in accordance with Section 125.01(1)(r),
37 Florida Statutes, to fund law enforcement and corrections services, facilities,
38 and programs within the MSTU.

39 b. The City Council of the City of Lake City, Florida has determined inclusion of
40 the incorporated area of the City of Lake City, Florida within such municipal
41 service taxing unit for the purpose of providing law enforcement and
42 corrections services, facilities, and programs is in the best interests of the
43 residents and property owners within the municipal limits of the City of Lake
44 City, Florida.

45 **SECTION 2. REQUEST AND CONSENT OF CITY.**

46 a. The City Council of the City of Lake City, Florida hereby requests and consents
47 to the inclusion of all of the incorporated area of the City of Lake City, Florida
48 within the Columbia County Law Enforcement Municipal Service Taxing Unit
49 to provide for law enforcement and corrections services, facilities, and
50 programs and to the imposition of an annual ad valorem tax at a rate of up to
51 3.7846 mils upon all taxable properties within the City of Lake City, Florida by
52 the County to fund such services, facilities and programs.

53 b. Such request and consent shall become effective upon adoption of this
54 Ordinance for the upcoming fiscal year. The City Council of the City of Lake
55 City, Florida finds that the provision of law enforcement and corrections
56 services, facilities, and programs is an essential municipal purpose.

57 **SECTION 3. ANNUAL RENEWAL OF REQUEST AND CONSENT.**

58 a. Request and consent of the City Council of the City of Lake City, Florida given
59 to the County by this Ordinance shall be deemed given in advance for each
60 fiscal year hereafter and shall be automatically renewed for each succeeding
61 fiscal year unless such request and consent is subsequently withdrawn as
62 provided herein.

63 b. Request and consent shall be irrevocable for any fiscal year in which the
64 subject ad valorem millage is levied by the County within the incorporated
65 area. The City of Lake City, Florida may only withdraw such consent for any
66 subsequent fiscal year by adopting an ordinance abandoning its consent and
67 providing a certified copy of such ordinance to the County prior to the first day
68 of April occurring before the fiscal year for which consent is being withdrawn.

69 **SECTION 4. SEVERABILITY.** The provisions of this Ordinance are severable; and if any section,
70 subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction,
71 the remaining provisions of this Ordinance shall not be affected thereby.

72 **SECTION 5. EFFECTIVE DATE.** This Ordinance shall take effect as provided by law provided the
73 Columbia County Board of County Commissioners adopts an ordinance in substantially the form
74 of the proposed County ordinance attached as an exhibit hereto on or before June 30, 2026, but
75 failing adoption of such an ordinance by the Columbia County Board of County Commissioners
76 on or before June 30, 2026, this Ordinance shall be repealed effective July 1, 2026.

PASSED AND ADOPTED on First Reading on the _____ day of _____, 2026.

PASSED AND ADOPTED on Second and Final Reading on the _____ day of _____, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

COLUMBIA COUNTY, FLORIDA

**LAW ENFORCEMENT
MUNICIPAL SERVICE TAXING UNIT**

ADOPTED JUNE 18, 2026

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ATTACHMENT:

DESCRIPTION OF LAW ENFORCEMENT MUNICIPAL SERVICE TAXING UNIT.....A-1

ORDINANCE NO. 2026-04

AN ORDINANCE CREATING THE LAW ENFORCEMENT MUNICIPAL SERVICE TAXING UNIT FOR THE ENTIRE AREA OF COLUMBIA COUNTY, FLORIDA, INCLUDING THE INCORPORATED AREAS OF THE CITY OF LAKE CITY AND THE TOWN OF FORT WHITE; PROVIDING CERTAIN FINDINGS; PROVIDING DEFINITIONS; DESCRIBING THE BOUNDARIES OF THE LAW ENFORCEMENT MSTU; AUTHORIZING THE LAW ENFORCEMENT MSTU TO ANNUALLY LEVY AD VALOREM TAXES TO PROVIDE LAW ENFORCEMENT AND CORRECTIONS SERVICES, FACILITIES AND PROGRAMS; AUTHORIZING A PLEDGE OF THE LAW ENFORCEMENT MSTU AD VALOREM TAX REVENUES TO THE RETIREMENT OF DEBT WHEN APPROVED BY THE ELECTORS OF THE LAW ENFORCEMENT MSTU AS PROVIDED BY GENERAL LAW; AUTHORIZING THE ISSUANCE OF DEBT UPON REFERENDUM APPROVAL; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, section 1(g) of the Florida Constitution, Sections 125.01 and 125.66, Florida Statutes, and the Home Rule Charter for Columbia County, Florida, the Board of County Commissioners (the "Board") of Columbia County, Florida (the "County"), has all powers of local self-government to perform county and municipal functions and to render services in a manner not inconsistent with general law and such power may be exercised by the enactment of county ordinances and resolutions.

(B) Section 125.01(1)(q), Florida Statutes, provides specific legislative authorization for counties to establish a municipal service taxing unit to fund law enforcement and corrections services, facilities and programs within any part or all of the

unincorporated area of the County and within the boundaries of a municipality if the municipality consents by ordinance to inclusion within the municipal service taxing unit.

(C) Sections 1.4 and 2.8 of the Home Rule Charter for Columbia County, Florida provides that the Board of County Commissioners shall have all powers to accomplish county and municipal purposes, which includes the authority to create municipal service taxing units.

(D) The purpose of this Ordinance is to create the Law Enforcement Municipal Service Taxing Unit (the "Law Enforcement MSTU") to fund law enforcement and corrections services, facilities, and programs within the MSTU as established in Section 3 hereof.

(E) The County has determined that certain costs associated with law enforcement and corrections services, facilities, and programs including, but not necessarily limited to, personnel costs, salaries, operation costs, and capital costs, can be properly allocated between the incorporated and unincorporated areas of the county based upon the relative amounts of service provided within each area.

(F) The County is required to include and fund the approved annual budget of the Law Enforcement MSTU within the County's annual budget.

(G) The levy of millage on any parcel of property within the Law Enforcement MSTU by all municipalities and all municipal service taxing units established by the County may not exceed 10 mills.

SECTION 2. DEFINITIONS. As used in this Ordinance, the following terms shall have the following meanings, unless the context hereof otherwise requires:

“Annual Budget” means the budget adopted as a part of the annual County budget, which approves the budgeted revenues and expenditures of the MSTU revenues at a level of detail required for the annual financial report under Section 218.32(1), Florida Statutes.

“Board” means the Board of County Commissioners of Columbia County, Florida, which shall also be the governing body of the MSTU pursuant to Section 125.01(2), Florida Statutes.

“County” means Columbia County, Florida.

“MSTU” means the Columbia County Law Enforcement Municipal Service Taxing Unit created pursuant to Section 3 hereof.

SECTION 3. CREATION. The Law Enforcement Municipal Service Taxing Unit is hereby created as a new taxing unit which shall be coterminous with the entire area of the County, including the incorporated areas of the City of Lake City and the Town of Fort White, existing on January 1, 2026, and the first day of January each year thereafter, as more particularly described in Attachment A.

SECTION 4. AUTHORIZATION OF AD VALOREM TAXES.

(A) The Board is hereby authorized to levy annual ad valorem taxes upon taxable real and personal property within the Law Enforcement MSTU beginning with the County budget for the fiscal year beginning October 1, 2026.

(B) The budget and millage rate for the Law Enforcement MSTU shall be approved and levied in the manner provided by general law for the levy of County ad valorem taxes.

(C) The millage rate levied within the Law Enforcement MSTU shall not exceed the rate authorized by Section 125.01(1)(q), Florida Statutes, and Article VII, Section 9(b) of the Florida Constitution.

SECTION 5. PURPOSE AND AUTHORIZATION OF EXPENDITURES. The Law Enforcement MSTU is established for the provision of law enforcement and corrections services, facilities, and programs provided by the County and the Columbia County Sheriff's Office for the use and benefit of the property or persons within the boundaries of the Law Enforcement MSTU.

SECTION 6. BOND REFERENDUM. In the event the Board desires to pledge the MSTU's ad valorem tax to the retirement of debt issued for the purpose of financing law enforcement facilities and equipment, the Board shall cause a bond referendum election to be held in accordance with applicable provisions of general law. Upon approval at referendum, the Board shall have all powers necessary to issue bonds in accordance with Florida law.

SECTION 7. CODIFICATION. It is the intention of the Board of County Commissioners of Columbia County, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Columbia County, Florida, that the sections of this ordinance may be renumbered or relettered to accomplish such intention, and that the word "ordinance" may be changed to "section" or "article," or other appropriate designation.

SECTION 8. EFFECTIVE DATE. The Clerk shall file a certified copy of this Ordinance with the Department of State within ten days of its adoption. The Ordinance shall take effect as provided by law.

DULY ENACTED this 18th day of June, 2026.

**BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA**

Tim Murphy, Chairman

ATTEST:

By: _____
James M. Swisher, Jr.
Clerk of Circuit Court

APPROVED AS TO FORM:

By: _____
Joel F. Foreman
County Attorney

ATTACHMENT A
DESCRIPTION OF
LAW ENFORCEMENT
MUNICIPAL SERVICE TAXING UNIT

**LAW ENFORCEMENT
MUNICIPAL SERVICE TAXING UNIT**

The Law Enforcement Municipal Service Taxing Unit includes such lands lying within Columbia County, Florida, as described in Section 7.12, Florida Statutes, including the incorporated municipal limits of the municipalities of Lake City and Fort White.

File Attachments for Item:

9. City Council Ordinance No. 2026-2376 (first reading) - An ordinance of the City of Lake City, Florida, requesting and consenting to the inclusion of all of the City of Lake City within the Columbia County Emergency Medical Services Municipal Service Taxing Unit to fund emergency medical services, facilities, and programs; providing for annual renewal of such request and consent; providing for severability; and providing for an effective date.

Adopt City Council Ordinance No. 2026-2376 on first reading

ORDINANCE NUMBER 2026-2376

CITY OF LAKE CITY, FLORIDA

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, REQUESTING**
2 **AND CONSENTING TO THE INCLUSION OF ALL OF THE CITY OF**
3 **LAKE CITY WITHIN THE COLUMBIA COUNTY EMERGENCY**
4 **MEDICAL SERVICES MUNICIPAL SERVICE TAXING UNIT TO FUND**
5 **EMERGENCY MEDICAL SERVICES, FACILITIES, AND PROGRAMS;**
6 **PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND**
7 **CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN**
8 **EFFECTIVE DATE.**

9 **WHEREAS**, pursuant to Section 125.01(1)(q) and (r), Florida Statutes, the Florida Legislature has
10 empowered counties to establish municipal service taxing units, whereby a county may levy a tax
11 for certain essential municipal services, including the provision of certain law enforcement
12 services, within a certain designated geographic boundary of or within a county; and

13 **WHEREAS**, pursuant to Section 125.01(1)(q), Florida Statutes, a municipality may be included
14 within the geographic boundary of an applicable municipal service taxing unit, subject to
15 approval by ordinance of the governing body of the municipality giving consent either annually
16 or for a term of years; and

17 **WHEREAS**, Columbia County ("County") will consider for enactment a municipal service taxing
18 unit known as the Columbia County Emergency Medical Services Municipal Service Taxing Unit
19 (the "MSTU") to provide emergency medical services, facilities, and programs; and

20 **WHEREAS**, the City of Lake City ("City") is a municipality located and situate in the County; and

21 **WHEREAS**, the City desires to adopt this Ordinance to formalize its consent, in accordance with
22 Section 125.01(1)(q), Florida Statutes, to be included in the MSTU to provide emergency medical
23 services, facilities, and programs within the territorial limits of the City; and

24 **WHEREAS**, the City Council finds such inclusion in the MSTU is in the best interest of the health,
25 safety and welfare of the citizens of the City.

26 **BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:**

27 **SECTION 1. FINDINGS.** It is hereby ascertained, determined, and declared that:

28 a. The Board of County Commissioners of Columbia County, Florida (the
29 "County"), will consider for enactment at the County's regularly scheduled
30 meeting on June 18, 2026 an ordinance creating the Columbia County
31 Emergency Medical Services Municipal Service Taxing Unit (the "MSTU")
32 pursuant to Section 125.01(1)(q), Florida Statutes, and authorizing the levy
33 and collection of ad valorem taxes within the MSTU in accordance with Section

34 125.01(1)(r), Florida Statutes, to fund emergency medical services, facilities,
35 and programs within the MSTU.

36 b. The City Council of the City of Lake City, Florida has determined inclusion of
37 the incorporated area of the City of Lake City within such municipal service
38 taxing unit for the purpose of providing emergency medical services, facilities,
39 and programs is in the best interests of the residents and property owners
40 within the municipal limits of the City of Lake City, Florida.

41 **SECTION 2. REQUEST AND CONSENT OF CITY OF LAKE CITY.**

42 a. The City Council of the City of Lake City, Florida hereby requests and consents
43 to the inclusion of all of the incorporated area of the City of Lake City within
44 the Columbia County Emergency Medical Services Municipal Service Taxing
45 Unit to provide for emergency medical services, facilities, and programs and
46 to the imposition of an annual ad valorem tax at a rate of up to 1.1867 mils
47 upon all taxable properties within the City of Lake City by the County to fund
48 such services, facilities and programs.

49 b. Such request and consent shall become effective upon adoption of this
50 Ordinance for the upcoming fiscal year. The City Council of the City of Lake
51 City finds that the provision of emergency medical services, facilities, and
52 programs is an essential municipal purpose.

53 **SECTION 3. ANNUAL RENEWAL OF REQUEST AND CONSENT.**

54 a. Request and consent of the City Council of the City of Lake City given to the
55 County by this Ordinance shall be deemed given in advance for each fiscal year
56 hereafter and shall be automatically renewed for each succeeding fiscal year
57 unless such request and consent is subsequently withdrawn as provided
58 herein.

59 b. Request and consent shall be irrevocable for any fiscal year in which the
60 subject ad valorem millage is levied by the County within the incorporated
61 area. The City of Lake City, Florida may only withdraw such consent for any
62 subsequent fiscal year by adopting an ordinance abandoning its consent and
63 providing a certified copy of such ordinance to the County prior to the first day
64 of April occurring before the fiscal year for which consent is being withdrawn.

65 **SECTION 4. SEVERABILITY.** The provisions of this Ordinance are severable; and if any section,
66 subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction,
67 the remaining provisions of this Ordinance shall not be affected thereby.

68 **SECTION 5. EFFECTIVE DATE.** This Ordinance shall take effect as provided by law provided the
69 Columbia County Board of County Commissioners adopts an ordinance in substantially the form
70 of the proposed County ordinance attached as an exhibit hereto on or before June 30, 2026, but
71 failing adoption of such an ordinance by the Columbia County Board of County Commissioners
72 on or before June 30, 2026, this Ordinance shall be repealed effective July 1, 2026.

PASSED AND ADOPTED on First Reading on the _____ day of _____, 2026.

PASSED AND ADOPTED on Second and Final Reading on the _____ day of _____, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

COLUMBIA COUNTY, FLORIDA

**LAW ENFORCEMENT
MUNICIPAL SERVICE TAXING UNIT**

ADOPTED JUNE 18, 2026

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ATTACHMENT:

DESCRIPTION OF LAW ENFORCEMENT MUNICIPAL SERVICE TAXING UNIT.....A-1

ORDINANCE NO. 2026-04

AN ORDINANCE CREATING THE LAW ENFORCEMENT MUNICIPAL SERVICE TAXING UNIT FOR THE ENTIRE AREA OF COLUMBIA COUNTY, FLORIDA, INCLUDING THE INCORPORATED AREAS OF THE CITY OF LAKE CITY AND THE TOWN OF FORT WHITE; PROVIDING CERTAIN FINDINGS; PROVIDING DEFINITIONS; DESCRIBING THE BOUNDARIES OF THE LAW ENFORCEMENT MSTU; AUTHORIZING THE LAW ENFORCEMENT MSTU TO ANNUALLY LEVY AD VALOREM TAXES TO PROVIDE LAW ENFORCEMENT AND CORRECTIONS SERVICES, FACILITIES AND PROGRAMS; AUTHORIZING A PLEDGE OF THE LAW ENFORCEMENT MSTU AD VALOREM TAX REVENUES TO THE RETIREMENT OF DEBT WHEN APPROVED BY THE ELECTORS OF THE LAW ENFORCEMENT MSTU AS PROVIDED BY GENERAL LAW; AUTHORIZING THE ISSUANCE OF DEBT UPON REFERENDUM APPROVAL; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, section 1(g) of the Florida Constitution, Sections 125.01 and 125.66, Florida Statutes, and the Home Rule Charter for Columbia County, Florida, the Board of County Commissioners (the "Board") of Columbia County, Florida (the "County"), has all powers of local self-government to perform county and municipal functions and to render services in a manner not inconsistent with general law and such power may be exercised by the enactment of county ordinances and resolutions.

(B) Section 125.01(1)(q), Florida Statutes, provides specific legislative authorization for counties to establish a municipal service taxing unit to fund law enforcement and corrections services, facilities and programs within any part or all of the

unincorporated area of the County and within the boundaries of a municipality if the municipality consents by ordinance to inclusion within the municipal service taxing unit.

(C) Sections 1.4 and 2.8 of the Home Rule Charter for Columbia County, Florida provides that the Board of County Commissioners shall have all powers to accomplish county and municipal purposes, which includes the authority to create municipal service taxing units.

(D) The purpose of this Ordinance is to create the Law Enforcement Municipal Service Taxing Unit (the "Law Enforcement MSTU") to fund law enforcement and corrections services, facilities, and programs within the MSTU as established in Section 3 hereof.

(E) The County has determined that certain costs associated with law enforcement and corrections services, facilities, and programs including, but not necessarily limited to, personnel costs, salaries, operation costs, and capital costs, can be properly allocated between the incorporated and unincorporated areas of the county based upon the relative amounts of service provided within each area.

(F) The County is required to include and fund the approved annual budget of the Law Enforcement MSTU within the County's annual budget.

(G) The levy of millage on any parcel of property within the Law Enforcement MSTU by all municipalities and all municipal service taxing units established by the County may not exceed 10 mills.

SECTION 2. DEFINITIONS. As used in this Ordinance, the following terms shall have the following meanings, unless the context hereof otherwise requires:

“Annual Budget” means the budget adopted as a part of the annual County budget, which approves the budgeted revenues and expenditures of the MSTU revenues at a level of detail required for the annual financial report under Section 218.32(1), Florida Statutes.

“Board” means the Board of County Commissioners of Columbia County, Florida, which shall also be the governing body of the MSTU pursuant to Section 125.01(2), Florida Statutes.

“County” means Columbia County, Florida.

“MSTU” means the Columbia County Law Enforcement Municipal Service Taxing Unit created pursuant to Section 3 hereof.

SECTION 3. CREATION. The Law Enforcement Municipal Service Taxing Unit is hereby created as a new taxing unit which shall be coterminous with the entire area of the County, including the incorporated areas of the City of Lake City and the Town of Fort White, existing on January 1, 2026, and the first day of January each year thereafter, as more particularly described in Attachment A.

SECTION 4. AUTHORIZATION OF AD VALOREM TAXES.

(A) The Board is hereby authorized to levy annual ad valorem taxes upon taxable real and personal property within the Law Enforcement MSTU beginning with the County budget for the fiscal year beginning October 1, 2026.

(B) The budget and millage rate for the Law Enforcement MSTU shall be approved and levied in the manner provided by general law for the levy of County ad valorem taxes.

(C) The millage rate levied within the Law Enforcement MSTU shall not exceed the rate authorized by Section 125.01(1)(q), Florida Statutes, and Article VII, Section 9(b) of the Florida Constitution.

SECTION 5. PURPOSE AND AUTHORIZATION OF EXPENDITURES. The Law Enforcement MSTU is established for the provision of law enforcement and corrections services, facilities, and programs provided by the County and the Columbia County Sheriff's Office for the use and benefit of the property or persons within the boundaries of the Law Enforcement MSTU.

SECTION 6. BOND REFERENDUM. In the event the Board desires to pledge the MSTU's ad valorem tax to the retirement of debt issued for the purpose of financing law enforcement facilities and equipment, the Board shall cause a bond referendum election to be held in accordance with applicable provisions of general law. Upon approval at referendum, the Board shall have all powers necessary to issue bonds in accordance with Florida law.

SECTION 7. CODIFICATION. It is the intention of the Board of County Commissioners of Columbia County, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Columbia County, Florida, that the sections of this ordinance may be renumbered or relettered to accomplish such intention, and that the word "ordinance" may be changed to "section" or "article," or other appropriate designation.

SECTION 8. EFFECTIVE DATE. The Clerk shall file a certified copy of this Ordinance with the Department of State within ten days of its adoption. The Ordinance shall take effect as provided by law.

DULY ENACTED this 18th day of June, 2026.

**BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA**

Tim Murphy, Chairman

ATTEST:

By: _____
James M. Swisher, Jr.
Clerk of Circuit Court

APPROVED AS TO FORM:

By: _____
Joel F. Foreman
County Attorney

ATTACHMENT A
DESCRIPTION OF
LAW ENFORCEMENT
MUNICIPAL SERVICE TAXING UNIT

**LAW ENFORCEMENT
MUNICIPAL SERVICE TAXING UNIT**

The Law Enforcement Municipal Service Taxing Unit includes such lands lying within Columbia County, Florida, as described in Section 7.12, Florida Statutes, including the incorporated municipal limits of the municipalities of Lake City and Fort White.

File Attachments for Item:

10. Update: Young's Park Improvement Plan Cost (Procurement Director Brenda Karr)

YOUNGS PARK IMPROVEMENTS

Park Equipment	\$237,119.86	6 months timeframe
Park Equipment Installation, Bonds, Freight	\$166,738.19	
Park Splashpad (Flow-Through)	\$153,218.73	4-5 months timeframe
Park Splashpad Installation, Bonds, Freight	\$310,540.00	
Fencing	\$33,954.00	
TOTAL	\$901,570.78	
Access Points for Gate	\$20,000.00	Approximately
Cameras	TBD	

File Attachments for Item:

11. Discussion and Possible Action: Richardson Summer Camp Registration Funding (Vice Mayor Chevella Young)

2026 RCC Summer Camp Budget

Summer Camp Budget Breakdown

1. Staff Costs (40%)

Total Staff Costs: \$24,075

2. Program and Activity Costs (20%)

Total Program and Activity Costs: \$11,750

3. Food and Supplies (10%)

Total Food and Supplies: \$3,500

5. Marketing and Administration (5%)




Total Marketing and Administration: \$ 250

Total Budget: \$38,775



June 2026



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
7	8	9	10	11	12	13
14	15	16	17	18	19	20
	First Day of Camp Ice Breakers Team Building	Movies 9:00-12:30 \$6.00	Hart Springs 10:00 am -4:30 pm Bring a packed lunch \$5.00	STEAM Time 10 am-11 am Team Sports	Closed in observance of Juneteenth 	Weekly Total \$111.00
21	22	23	24	25	26	27
	STEM Builders 8:30 am-10 am Swimming 10:00-4:00 pm \$5.00	Bowling 1-3 pm \$5.00	Hart Springs 10:00 am -4:30 pm Bring a packed lunch \$5.00	The Woods Fun Day 1-4 pm \$10.00	Camp Fun Day Team Sports Outdoor Competition	Weekly Total \$25.00
28	29	30				28
	STEM Builders 8:30 am-10 am Swimming 10:00-4:00 pm \$5.00	Movies 9:00-12:30 \$6.00				Month- \$36



July 2026



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Hart Springs 10:00 am -4:30 pm Bring a packed lunch \$5.00	2 Creative Space 1-4 pm \$10.00	3 CLOSED For Independence Day	4 Weekly Total \$26.00
5 Bring a packed lunch This week	6 STEM Builders 10 am-11 am Swimming 10:00-4:00 pm \$5.00	7 Bowling 1-3 pm \$5.00	8 Hart Springs 10:00 am -4:30 pm Bring a packed lunch \$6.00	9 Camp Fun Day Team Sports Splash Day	10 Cade Museum of Discovery \$10.00 9 am-4 pm	11 Weekly Total \$26.00
12	13 STEM Builders 10 am-11 am Swimming 10:00-4:00 pm \$5.00	14 Movies 9:00-12:30 \$6.00	15 Hart Springs 10:00 am -4:30 pm Bring a packed lunch \$5.00	16 The Woods Fun Day 1-4 pm \$10.00	17 UF/IFAS Extension Activity Science Projects	18 Weekly Total \$26.00
19	20 STEM Builders 10 am-11 am Swimming 10:00-4:00 pm \$5.00	21 Bowling 1-3 pm \$5.00	22 Hart Springs 10:00 am -4:30 pm Bring a packed lunch \$5.00	23 Flip Factory 12-4:30 pm \$10.00	24 Nature Walk and Ice Cream at YJ Store \$5.00	25 Weekly Total \$30.00
26	27 STEM Builders 10 am-11 am Swimming 10:00-4:00 pm \$5.00	28 Movies 9:00-12:30 \$6.00	29 Hart Springs 10:00 am -4:30 pm Bring a packed lunch \$5.00	30 Wild Adventures 9 am-5 pm Bring money for food-\$20.00	31 End of the Year Cookout/ Splash Day Have a Great School Year!!	Weekly Total \$36.00 Month- \$144

File Attachments for Item:

12. Fire Pension Board Trustee Resignation - David Brewer, Council Appointed Trustee

Trustees on Fire Pension Board: Adam Brannon (Plan Member Appointed Trustee), Daniel Dohrn (Plan Member Appointed Trustee), Alfred Torrans (Fifth Member Trustee), Lisa Morris (Council Appointed Trustee)

May 13, 2026

Mayor Noah Walker
City of Lake City
205 N Marion Avenue
Lake City, FL 32055

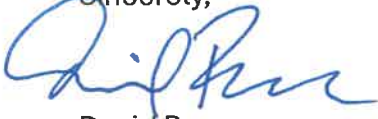
Dear Mayor Walker:

When I accepted my appointment as a trustee of the Lake City Firefighters Pension plan now over 20 years ago, I committed to actively participate and attend meetings of the board; I have generally done so up until recently.

My responsibilities at First Federal Bank have evolved such that I am unable to regularly attend the pension meetings and still meet my obligations to the bank.

Due to this and some other reasons, please accept this letter as my resignation as a trustee of the Lake City Firefighters Retirement Plan effective immediately. I appreciate the opportunity to have worked with the city and wish everyone much success in the future.

Sincerely,



David Brewer

Cc: Board of Trustees

File Attachments for Item:

14. Discussion and Possible Action: Create an Intern Administrative Assistant Position to work in the Community Programs Department (Assistant City Manager Dee Johnson)

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT:

DEPT / OFFICE:

Originator: BillieJo Bible, Director of Human Resources		
City Manager Don Rosenthal	Department Director BillieJo Bible	Date 4/29/2026
Recommended Action: Create an Intern Administrative Position for the Community Programs Department.		
Summary Explanation & Background: Intern Administrative Assistant to work in the Community Programs Department. The intern would help with scheduling events, set-up, take-down, customer service, office work, etc.		
Alternatives: N/A		
Source of Funds: General Fund		
Financial Impact: \$15 per hour with no benefits for up to 12 weeks.		
Exhibits Attached:		