
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

April 17, 2023 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

Pledge of Allegiance

Invocation - Vice Mayor Council Member Todd Sampson

Roll Call

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

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

Proclamations - None

Minutes

- [1.](#) April 5, 2023 Special Called Regular Session

Approval of Agenda

Public Participation - Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to submissions@lcfla.com no later

than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Approval of Consent Agenda

- [2.](#) City Council Resolution No. 2023-046 - A resolution of the City Council of the City of Lake City, Florida, authorizing the termination of the Community Development Block Grant Cares (CDBG-CV) Subgrant Agreement with the Florida Department of Economic Opportunity to facilitate the rehabilitation of the existing Richardson Community Center; and providing an effective date.

Note: On March 6, 2023 the City Council voted to terminate the grant if it could not be modified. Please refer to attached minutes, item #3.

Presentations

- [3.](#) Tom Geoffrey, Florida Gas Utility, PowerPoint Presentation on Discounted Natural Gas Supply

Old Business

Ordinances

Open Public Hearing

- [4.](#) City Council Ordinance No. 2023-2244 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 23-01, relating to voluntary annexation; making findings; 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, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 3/20/2023

Close Hearing

Adopt City Council Ordinance No. 2023-2244 on final reading

New Business

Ordinances

- [5.](#) Ordinance No. 2023-2248 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 23-03, by the property owner of said acreage, under the amendment procedures established in Sections

163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from Residential, Medium Density (less than or equal to 8 dwelling units per acre) to Residential, High Density (less than or equal to 20 dwelling units per acre) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (The Pines at Forest Meadows LLC)

Note: 4-12-2023, petition received from Dale Ann Stadler, President Oak Meadow Plantation and Forest Plantation Owners Association, Inc.

Adopt City Council Ordinance No. 2023-2248 on first reading

6. City Council Ordinance No. 2023-2249 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 23-03, by the property owner of said acreage; providing for rezoning from Residential, Office (RO) to Residential, Multiple Family-2 (RMF-2) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (The Pines at Forest Meadows LLC)

Note: 4-12-2023, petition received from Dale Ann Stadler, President Oak Meadow Plantation and Forest Plantation Owners Association, Inc.

Adopt City Council Ordinance No. 2023-2249 on first reading

Resolutions

7. City Council Resolution No. 2023-031 - A resolution of the City Council of the City of Lake City, Florida, terminating the Interlocal Agreement between the City and Columbia County, Florida for the engagement of the County's Building Official to act as the City's Building Official.

Reminder: Will need a motion to remove from the table City Council Resolution No. 2023-031. (Item tabled at 3/20/2023 meeting)

8. City Council Resolution No. 2023-036 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of utility work by highway contractor agreement with the State of Florida Department of Transportation for minor modifications to an existing project for a price not-to-exceed \$11,814.00; and providing for an effective date.
9. City Council Resolution No. 2023-039 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Anderson

Columbia Co., Inc., for the milling and resurfacing of NE Patterson Avenue from W Duval Street to CR 100A at a cost not to exceed \$543,099.05.

- [10.](#) City Council Resolution No. 2023-040 - A resolution of the City Council of the City of Lake City, Florida, declaring certain Personal Property owned by the City to be either surplus to its needs and sold at public noticed sale or determined to be obsolete, non-serviceable, or beyond economic repair pursuant to and in accordance with the provisions and requirements of Section 2-183 of the City Code, and authorizing the City to remove such surplus property when sold or disposed of from the Fixed Assets of the City.
- [11.](#) City Council Resolution No. 2023-041 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an Addendum to the Gas Services Agreement with the Florida Gas Utility, a public body corporate and politic; providing for the participation in a natural gas pre-pay transaction; and providing for an effective date. (Directive 2023A)
- [12.](#) City Council Resolution No. 2023-042 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an Addendum to the Gas Services Agreement with the Florida Gas Utility, a public body corporate and politic; providing for the participation in a natural gas pre-pay transaction; and providing for an effective date. (Directive 2023B)
- [13.](#) City Council Resolution No. 2023-044 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Benesch f/k/a Tindale-Oliver Design Group, LLC. for consulting services to assist the City in accomplishing the Fire Rescue Assessment Project for Fiscal Year 2023 and Fiscal Year 2024, at a cost not-to-exceed \$32,875.00; and establishing an effective date.
- [14.](#) City Council Resolution No. 2023-045 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Six to the continuing contract with North Florida Professional Services, Inc., providing for engineering services related to the repaving of SW Montgomery Avenue; providing for payment for the professional services at a cost not to exceed \$56,000.00; and providing an effective date.

Other Items

15. Discussion and Possible Action - Schedule Council Workshop to retake Council Group Photo

Departmental Administration - None

Comments by Council Members

Adjournment

UPCOMING DATES OF INTEREST

April 18, 2023 - 5:30 PM, Special Called Council Meeting Joint City/County Meeting at Richardson Community Center

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. April 5, 2023 Special Called Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in a Special Called Regular Session, on April 5, 2023 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen Witt

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.
C. Todd Sampson
Chevella Young
Ricky Jernigan
Todd Kennon
Paul Dyal
Chief Gerald Butler
Audrey Sikes

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

PROCLAMATIONS

1. National Public Safety Telecommunications Week - April 9-15, 2023
2. Water Conservation Month - April 2023

Mayor Witt presented proclamations for National Public Safety Telecommunications Week, and Water Conservation Month.

MINUTES

3. March 20, 2023 - Regular Session

Mr. Hill made a motion to approve the March 20, 2023 regular session minutes as presented. Mr. Sampson seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

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

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Monty Ashby
- Shawn Vaughn

- Randy Carter
- Sylvester Warren
- Glenel Bowden

APPROVAL OF CONSENT AGENDA – None

PRESENTATIONS – None

OLD BUSINESS

Ordinances – None

Other Items

4. Discussion and Possible Action: Letter from David Kraus, County Manager, dated March 27, 2023 regarding Conditional Acceptance of Richardson Community Center Deed (Mayor Stephen Witt)

PUBLIC COMMENT: Linard Johnson; Glenel Presley

Ms. Young spoke in opposition of funding \$150,000.00 to the County for Richardson Community Center.

PUBLIC COMMENT: Vanessa George; Sylvester Warren; Glenel Bowden

Mr. Hill spoke in opposition of funding \$150,000.00 to anyone. He is willing to help support the recreation at Richardson Community Center based on what the City can afford.

Ms. Young made a motion to send a letter to the Board of County Commissioners stating the City would not fund \$150,000.00 as requested in the Conditional Acceptance of Richardson Community Center Deed letter dated March 27, 2023 and signed by County Manager David Kraus.

Mr. Hill stated he is willing to work with the County if the City can control the funds going to recreation.

Mr. Sampson spoke in opposition to cutting a check to the county in any amount. He spoke in opposition of athletic programs and preferred to see programs like STEM/Research (science, technology, engineering and mathematics), robotics, Florida Crown Adult Education and providing regular police presence at an estimated cost of \$26,000.00 annually for four hours a day, five days a week. Mr. Sampson felt the estimated budget provided by Finance for Richardson was very conservative and those figures could be dramatically higher. He suggested reallocating \$50,000.00 in the budget as follows: \$15,000.00 from basketball, \$20,000.00 from public assistance; \$5,000.00 from the Police Charity Ball and

\$10,000.00 for Lake City Police Department onsite labor. Mr. Sampson would like to see a counter offer sent to the County, the City will invest in programs, the County accepts the deeds and pays for capitol and operational expenditures.

Mayor Witt expressed concern with funding Richardson Community Center and spoke in support of contributing to programs.

Ms. Young spoke in favor of the City reprioritizing and keeping Richardson Community Center and scheduling a workshop.

Mr. Dyal reported the estimated budget was based on how the County ran the Center, and was an estimate of how the City could run it.

A roll call vote was taken and the motion carried.

Ms. Young	Aye
Mr. Hill	Aye
Mr. Sampson	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

Mr. Sampson made a motion to allocate \$50,000.00 in this current fiscal year towards programs at Richardson Community Center. The motion identifies funding as follows: Lake City Police Department onsite officer four hours a day, five days a week \$10,000.00; \$20,000.00 - reallocated from Public Assistance/Promotional Events; \$15,000.00 – reallocated from Columbia Youth Basketball League; and \$5,000.00 – reallocated from the Policeman’s Charity Ball. The motion also includes authorization for staff to include in the letter response to the County a counter proposal regarding the City’s willingness to invest in programs at the Richardson Community Center. Mr. Hill seconded the motion.

Mr. Hill inquired about reactivating the City Recreation Committee.

Members discussed creating a committee for the programs at Richardson.

A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

Members concurred to instruct staff to create a proposal for a committee for the programs at Richardson.

NEW BUSINESS

Ordinances – None

Resolutions

5. City Council Resolution No. 2023-016 - A resolution of the City of Lake City, Florida, adopting a revised Public Record Request Policy; providing for repeal of previous policies; providing for severability; and establishing an effective date. **Mr. Sampson made a motion to remove City Council Resolution No. 2023-016 from the table. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jernigan	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mayor Witt	Aye

PUBLIC COMMENT: Sylvester Warren

Mr. Sampson made a motion to approve City Council Resolution No. 2023-016, adopting a revised Public Record Request Policy, and providing for repeal of previous policies. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

6. City Council Resolution No. 2023-022 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Careersource Florida Crown; providing for the implementation of the "Summer Youth Employment Program" to include training and employment opportunities with the City from June 05, 2023 through July 13, 2023; and providing an effective date. **Mr. Jernigan made a motion to approve City Council Resolution No. 2023-022, authorizing the execution of a contract with Careersource Florida Crown, and providing for the implementation of the "Summer Youth Employment Program" to include training and employment opportunities with the City from June 05, 2023 through July 13, 2023. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jernigan	Aye
Mr. Hill	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mayor Witt	Aye

Mr. Sampson would like to see this program expanded next year.

- City Council Resolution No. 2023-035 - A resolution of the City Council of the City of Lake City, Florida authorizing the Mayor to execute and deliver a deed conveying to the Board of Commissioners of Columbia County, Florida, a parcel of real property with improvements. **Mr. Hill made a motion to approve City Council Resolution No. 2023-035, authorizing the Mayor to execute and deliver a deed conveying to the Board of Commissioners of Columbia County, Florida, a parcel of real property with improvements. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

- City Council Resolution No. 2023-038 - A resolution of the City Council of the City of Lake City, Florida authorizing the addition of Paul Dyal, as City Manager, and Demetrius Johnson, as Assistant City Manager, as authorized signors of all checks, vouchers, transfers, or disbursements on all bank accounts of the City of Lake City, Florida; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-038, authorizing the addition of Paul Dyal, as City Manager, and Demetrius Johnson, as Assistant City Manager, as authorized signors of all checks, vouchers, transfers, or disbursements on all bank accounts of the City of Lake City, Florida. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jernigan	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mayor Witt	Aye

- City Council Resolution No. 2023-043 - A resolution of the City Council of the City of Lake City, Florida authorizing the City's participation in the "Walmart Settlement" as described by the Florida Attorney General; providing for the City's participation in the settlement agreement with Walmart Inc.; providing for the Mayor's execution of the participation agreement; and providing for an effective date. **Mr. Hill made a motion to approve City Council Resolution No. 2023-043, authorizing the City's participation in the "Walmart Settlement" as**

described by the Florida Attorney General; providing for the City's participation in the settlement agreement with Walmart Inc., and providing for the Mayor's execution of the participation agreement. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Hill Aye
Mr. Sampson Aye
Ms. Young Aye
Mr. Jernigan Aye
Mayor Witt Aye

Other Items

- 10. Discussion and Possible Action: Nomination(s) for the Northeast Florida League of Cities \$500.00 donation to a local non-profit agency/organization/entity. All applications must be received by April 10.

Ms. Young made a motion to nominate Lake City Heat for the Northeast Florida League of Cities \$500.00 donation to a local non-profit agency/organization/entity. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Ms. Young Aye
Mr. Hill Aye
Mr. Sampson Aye
Mr. Jernigan Aye
Mayor Witt Aye

DEPARTMENTAL ADMINISTRATION

- 11. Discussion and Possible Action: Consider implementing a 3% convenience fee for all payments on Invoice Cloud and over the counter transactions using a credit/debit card.

PUBLIC COMMENT: Vanessa George

Mr. Sampson spoke in opposition of implementing a 3% convenience fee and stated he would like more time to track payments.

Mr. Sampson made a motion to table Item #11, Discussion and Possible Action, consider implementing a 3% convenience fee for all payments on Invoice Cloud and over the counter transactions using a credit/debit card. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson Aye
Ms. Young Aye
Mr. Hill Aye
Mr. Jernigan Nay
Mayor Witt Aye

COMMENTS BY COUNCIL MEMBERS

Mr. Hill expressed concern with the Lake City Police Department taking fifteen (15) minutes to respond to a call.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 7:28 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

File Attachments for Item:

2. City Council Resolution No. 2023-046 - A resolution of the City Council of the City of Lake City, Florida, authorizing the termination of the Community Development Block Grant Cares (CDBG-CV) Subgrant Agreement with the Florida Department of Economic Opportunity to facilitate the rehabilitation of the existing Richardson Community Center; and providing an effective date.

Note: On March 6, 2023 the City Council voted to terminate the grant if it could not be modified. Please refer to attached minutes, item #3.

CITY COUNCIL RESOLUTION NO. 2023-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE TERMINATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT CARES (CDBG-CV) SUBGRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY TO FACILITATE THE REHABILITATION OF THE EXISTING RICHARDSON COMMUNITY CENTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) applied for and was awarded a grant from the State of Florida, Department of Economic Opportunity (hereinafter “DEO”), allowing for the City to seek reimbursement for costs, up to two million dollars and zero cents (\$2,000,000.00), associated with the rehabilitation of the Richardson Community Center to meet ADA and CDC requirements for safe and social distancing of pedestrians using the facility for COVID testing and vaccinations (hereinafter the “Project”); and

WHEREAS, the City accepted and executed the State of Florida Department of Economic Opportunity Federally-Funded Community Development Block Grant CARES (CDBG-CV) Subgrant Agreement (hereinafter the “Agreement”) through City Council Resolution No. 2023-003; and

WHEREAS, the City and DEO have not performed any work nor distributed any reimbursements under the Agreement; and

WHEREAS, the City Council finds that it is in the best interests of the City to terminate the Agreement with DEO.

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

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

Section 2. The City is hereby authorized to terminate the Agreement with DEO.

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

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of April 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on March 6, 2023 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen Witt

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.
C. Todd Sampson
Chevella Young
Ricky Jernigan
Todd Kennon
Paul Dyal
Chief Gerald Butler
Audrey Sikes

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

PROCLAMATIONS – None

MINUTES

1. February 21, 2023 City Council Workshop - Council Photo Session
2. February 21, 2023 Regular Session
Mr. Hill made a motion to approve the February 21, 2023 City Council Workshop – Council Photo Session and February 21, 2023 Regular Session minutes. Mr. Sampson seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

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

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Sylvester Warren
- Joshua Garner
- Aaron Trippensee
- Liz Freyre – spoke in opposition of Ordinance 2023-2242 & provided petition
- John Price
- Ronald Williams

APPROVAL OF CONSENT AGENDA – None

PRESENTATIONS – None

OLD BUSINESS

Other Items

3. Discussion and Possible Action: Seeking direction regarding the CDBG-CV Grant for Richardson Community Center (City Manager Paul Dyal and County Manager David Kraus)

Mr. Dyal reported he was not in support of the grant, as it does nothing for the building. He stated flooding at the center needs to be addressed before the City continued with the grant.

Mr. Hill inquired as to how the flooding would be addressed if the City were to reject the grant.

Mr. Dyal stated a study would need to be performed to address the stormwater issue, and the City could search for a Stormwater Grant.

County Manager David Kraus provided members a brief overview of how the grant funds could be used at the center. Such as, air condition improvements, touchless fixtures, sidewalks and street lights, and making the center more assessible as a Covid testing site.

Mr. Hill and Mr. Sampson expressed concerns with flooding at the center and Mr. Sampson asked if the grant could be modified to address these issues.

PUBLIC COMMENT: Sylvester Warren

Members discussed the possibility of modifications to the grant.

Mr. Hill made a motion for Mr. David Kraus to check on what modifications can be made to the CDBG-CV Grant to address flooding at the Richardson Community Center. The motion provides if it is not possible to modify the grant, to address flooding to cancel the grant. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Hill	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

4. Discussion and Possible Action: Capital outlay paving projects (Interim Assistant City Manager Dee Johnson)

Mr. Johnson reported if members agreed with the report provided by the engineers, the project could move forward.

Mr. Sampson made a motion to move forward with the recommended direction provided by North Florida Professional Services in the City of Lake City Street Assessment report dated February 22, 2023. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

NEW BUSINESS

Ordinances

At this time Mayor Witt closed the regular session and opened a public transmittal hearing for the purpose of hearing comments on City Council Ordinance No. 2023-2242. City Council Ordinance No. 2023-2242 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2023-2242. After a presentation and public comment from Gerry Dedenbach, public comment from Jim Harriott, and Barbara Lemley on City Council Ordinance No. 2023-2242, Mayor Witt closed the public hearing.

***Note – earlier in Public Comment, Liz Freyre spoke in opposition and provided a petition to stop/deny amending the Official Zoning Atlas of the Land Development Reg. Z-23-01.**

5. City Council Ordinance No. 2023-2242 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of more than 50 acres of land, pursuant to an application, CPA 23-01, by the property owner of said acreage, under the Amendment Procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Residential, low density (less than or equal to 2 dwelling units per acre), County Commercial and City Commercial to City Residential, moderate density (less than or equal to 4 dwelling units per acre) on certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Hunter's Trust) **Mr. Sampson made a motion to approve City Council Ordinance No. 2023-2242 on first reading, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of more than 50 acres of land, pursuant to an application, CPA 23-01, by the property owner of said acreage, under the Amendment Procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, and providing for changing the Future Land Use Classification from County Residential, low density (less than or equal to 2 dwelling units per acre), County Commercial and City Commercial to City Residential, moderate density (less than or equal to 4 dwelling units per acre) on certain lands within the corporate limits of the City of Lake City, Florida. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jernigan	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mayor Witt	Aye

6. City Council Ordinance No. 2023-2243 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of more than ten contiguous acres of land, pursuant to an application, Z 23-01, by the property owner of said acreage; providing for rezoning from County Residential, Single Family-2 (RSF-2), County Commercial, Intensive (CI) and City Commercial, (CG) to City Planned Residential Development (PRD) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Hunter's Trust) **Mr. Sampson made a motion to approve City Council Ordinance No. 2023-2243 on first reading, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of more than ten contiguous acres of land, pursuant to an application, Z 23-01, by the property owner of said acreage, and providing for rezoning from County Residential, Single Family-2 (RSF-2), County Commercial, Intensive (CI) and City Commercial, (CG) to City Planned Residential Development (PRD) of certain lands within the corporate limits of the City of Lake City, Florida. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jernigan	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mayor Witt	Aye

Resolutions

7. City Council Resolution No. 2023-018 - A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance and execution of a Supplemental Grant Agreement with the State of Florida, Department of Transportation, for up to \$117,626.00 in eligible costs associated with the resurfacing of Patterson Avenue from United States Highway 90 to State Road 100A; and providing for an effective date. **Mr. Hill made a motion to approve City Council Resolution No. 2023-018, authorizing the acceptance and execution of a Supplemental Grant Agreement with the State of Florida, Department of Transportation, for up to \$117,626.00 in eligible costs associated with the resurfacing of Patterson Avenue from United States Highway 90 to State Road 100A. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Ms. Young	Aye
Mr. Sampson	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

8. City Council Resolution No. 2023-020 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Three with Passero Associates, LLC, for Professional Services; providing for the compliance assistance for current notice of violations, renewal of the expired multi-sector generic permit (MSGP), and providing site inspections for permit condition compliance for calendar year 2023 at the Lake City Gateway Airport; providing for a total cost not-to-exceed \$9,860.00; and providing for an effective date.

Brad Wentz with Passero Associates, LLC explained the planned activity for the Task Assignment.

Mr. Hill made a motion to approve City Council Resolution No. 2023-020, authorizing the execution of Task Assignment Three with Passero Associates, LLC, for Professional Services; providing for the compliance assistance for current notice of violations, renewal of the expired multi-sector generic permit (MSGP), and providing site inspections for permit condition compliance for calendar year 2023 at the Lake City Gateway Airport, and providing for a total cost not-to-exceed \$9,860.00. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Hill	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

9. City Council Resolution No. 2023-021 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Two with Passero Associates, LLC, for the professional engineering design services, bidding assistance, and one site inspection for removal of tree obstruction debris at the approach of Runway 28 at the Lake City Gateway Airport; providing for a total cost not-to-exceed \$10,930.00; and providing for an effective date.

Brad Wentz with Passero Associates, LLC explained the planned activity for the Task Assignment.

Mr. Hill made a motion to approve City Council Resolution No. 2023-021, authorizing the execution of Task Assignment Two with Passero Associates, LLC, for the professional engineering design services, bidding

assistance, and one site inspection for removal of tree obstruction debris at the approach of Runway 28 at the Lake City Gateway Airport, and providing for a total cost not-to-exceed \$10,930.00. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Hill Aye
Mr. Sampson Aye
Ms. Young Aye
Mr. Jernigan Aye
Mayor Witt Aye

- 10. City Council Resolution No. 2023-023 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Eight to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation; providing for engineering services associated with the preparation of a DEP Biosolids Site Permit Renewal Application; providing for a cost not-to-exceed \$6,400.00; and providing for an effective date. **Mr. Hill made a motion to approve City Council Resolution No. 2023-023, authorizing Task Assignment Number Eight to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation; providing for engineering services associated with the preparation of a DEP Biosolids Site Permit Renewal Application, and providing for a cost not-to-exceed \$6,400.00. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill Aye
Mr. Jernigan Aye
Mr. Sampson Aye
Ms. Young Aye
Mayor Witt Aye

- 11. City Council Resolution No. 2023-025 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Nine to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation; providing for engineering services associated with the preparation of a Water Use Permit application to the Suwannee River Water Management District; providing for a cost not-to-exceed \$29,800.00; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-025, authorizing Task Assignment Number Nine to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation; providing for engineering services associated with the preparation of a Water Use Permit application to the Suwannee River Water Management District, and providing for a cost not-to-exceed \$29,800.00. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson Aye
Ms. Young Aye
Mr. Hill Aye
Mr. Jernigan Aye
Mayor Witt Aye

12. City Council Resolution No. 2023-028 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution and submission of the 2021-2022 Florida Job Growth Grant Fund Public Infrastructure Grant Proposal; providing for a request for a grant award of up to \$2,009,000.00 in eligible costs associated with the extension of the City's existing centralized wastewater, potable water, and natural gas systems to the East side of the SR47/I75 interchange; and providing an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-028, authorizing the execution and submission of the 2021-2022 Florida Job Growth Grant Fund Public Infrastructure Grant Proposal, providing for a request for a grant award of up to \$2,009,000.00 in eligible costs associated with the extension of the City's existing centralized wastewater, potable water, and natural gas systems to the East side of the SR47/I75 interchange. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson Aye
Mr. Jernigan Aye
Mr. Hill Aye
Ms. Young Aye
Mayor Witt Aye

Other Items

13. Discussion and Possible Action: Terminating the Interlocal Agreement with County as Building Inspector for the City (City Manager Paul Dyal)

Mr. Dyal provided a brief history on the Interlocal Agreement with the County as Building Inspector for the City. He requested guidance from members on keeping the agreement with the County, or to bring the position back in-house. He reported this is a budgeted position.

Members discussed hiring a Director as well as continuing to work together with the County to create a more streamline process for citizens.

County Manager David Kraus reported he would like to obtain the City's rules and fees in order to keep everything consistent between the County and the City.

PUBLIC COMMENT: Anthony Hubbard

Ms. Young made a motion to terminate the Interlocal Agreement with the County as Building Inspector for the City. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Ms. Young	Aye
Mr. Hill	Aye
Mr. Sampson	Nay
Mr. Jernigan	Nay
Mayor Witt	Aye

14. Discussion and Possible Action: Schedule Council Workshop(s) to discuss the City Hall building, vacant lots, crime prevention and Flock Safety, Inc. Contract (City Manager Paul Dyal)

Members concurred to schedule a Workshop to discuss the City Hall Building on Thursday, April 13, 2023 at 6PM.

15. Discussion and Possible Action: Change the Monday, April 3, 2023 meeting date to Wednesday, April 5, 2023 due to a conflict with Legislative Action Days in Tallahassee, April 3-5, 2023 (Mayor Stephen Witt)

Members concurred to reschedule the April 3, 2023 City Council Meeting to April 5, 2023 at 6PM.

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL MEMBERS

Mr. Hill encouraged staff to address and work on the repaving of Gwen Lake Road, and spoke in favor of members working together.

At the request of Ms. Young, Chief Butler reminded members about the Flock Safety System, he reported cost would increase by 25-30% after April 1st. Members concurred to add this topic to the March 20, 2023 agenda for discussion.

Ms. Young suggested more police patrolling in high gun activity areas, and Chief Butler updated members on recent incidences.

Mr. Sampson suggested ARPA or COVID funding to the Flock Safety System until the new Fiscal Year started.

Mr. Sampson encouraged citizens to review the new Flood Map provided by Suwannee River Management and stated the map could be found on their website.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 8:04 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC - City Clerk

File Attachments for Item:

3. Tom Geoffrey, Florida Gas Utility, PowerPoint Presentation on Discounted Natural Gas Supply



Discounted Natural Gas Supply

City of Lake City

April 17, 2023

Florida Gas Utility (FGU)

- Non-profit municipal joint action agency
- Providing natural gas services for over 30 years
 - Specializing in gas supply and capacity management
- 25 Municipal Members throughout Florida
 - The City of Lake City has been a member of FGU since 1991
- One of the largest shippers on Florida Gas Transmission pipeline system



Discounted Natural Gas Supply

- Discounted natural gas supply is achieved through a prepay transaction
 - Does NOT require prepayment by City
 - 30-year commitment
- The City of Lake City is currently participating in 4 discounted gas deals through FGU
- MGAG is preparing two (2) more transactions

Key Terms

- Recommended Remaining Quantity
 - Winter 418 dth/day
 - Summer 496 dth/day
- Discount
 - \$0.45/dth minimum discount
- Term of Contract
 - Will periodically reprice, with initial discount period of at least 5 years
- Exit Clause
 - Permanent cessation of the use of natural gas
 - Permanent reduction in the use of natural gas by the City of Lake City

Breakout of Contract Quantities

Existing Daily Contract Quantity (Dths/day)		
<u>Winter</u>	<u>Summer</u>	5-yr Historical Average Consumption
750	432	48%

Proposed Daily Contract Quantity (Dths/day)		
<u>Winter</u>	<u>Summer</u>	5-yr Historical Average Consumption
1,246	850	80%

Discount Savings

Existing Annual Prepay Savings	
Total Annual Prepay Supply (dth)	Total Annual Savings
205,698	\$131,566

Proposed Annual Prepay Savings	
Total Annual Prepay Supply (dth)	Total Annual Savings
370,046	\$254,721

Recommendation

Florida Gas Utility recommends that the City of Lake City authorize the execution of the Directive related to this opportunity



File Attachments for Item:

4. City Council Ordinance No. 2023-2244 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 23-01, relating to voluntary annexation; making findings; 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, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 3/20/2023

ORDINANCE NO. 2023-2244

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 23-01, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; 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, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to annex real property into the corporate boundaries of the City of Lake City, Florida, hereinafter referred to as the City;

WHEREAS, Sections 171.011 through 171.094, Florida Statutes, as amended, the Municipal Annexation or Contraction Act, empowers the City Council to annex real property into the corporate boundaries of the City, pursuant to a petition voluntarily filed by the owner of certain real property; and

WHEREAS, the owner of certain real property more particularly described herein below, has petitioned that the same be voluntarily annexed and incorporated into the boundaries of the City.

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

Section 1. Pursuant to a petition, ANX 23-01, by Inn of Commerce LLC, the owner of real property, as described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably compact, has petitioned the City to have said real property annexed into the corporate boundaries of City.

A parcel of land lying in Section 35, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 35; thence South 06°40'39" West 153.76 feet, along the East line of the Southeast 1/4 of the Southwest 1/4 of said Section 35, to a the centerline of U.S. Highway 90 (State Road 10), said point being in a curve concaved Southeasterly having a radius of 2,864.79 feet; thence run, along and around said curve and said centerline, a chord bearing and distance of South 82°16'30" West, 121.90 feet to the point of tangency of said curve; thence continue, along said centerline, South 81°03'21" West 252.99 feet; thence North 05°55'39" West 79.00 feet to the Northerly right-of-way line of said U.S. Highway 90 (State Road 10); thence South 81°03'21" West 38.12 feet, along the Northerly right-of-way line of said U.S. Highway 90 (State Road 10), to a transition point; thence North 08°56'39" West 10.00 feet, along the Northerly right-of-way line of said U.S. Highway 90 (State Road 10); thence South 81°03'21" West 249.99 feet, along the Northerly right-of-way line of said U.S. Highway 90 (State Road 10), to the ramp right-of-way line approach to Interstate 75 (State Road 93); thence North 74°33'45" West 110.00 feet, along said ramp right-of-way line approach to Interstate 75 (State Road 93); thence North 08°56'39" West 129.59 feet to the Point of Beginning; thence North 07°55'26" West 53.76 feet; thence North 81°04'57" East 55.36 feet; thence North 05°55'53" West 251.89 feet; thence North 36°06'21" West 32.36 feet; thence North 08°32'22" West 25.48 feet; thence North 81°03'21" East 381.28 feet to the West right-of-way line of Northwest Commerce Drive; thence South 05°15'09" East 245.99 feet, along the West right-of-way line of said Northwest Commerce Drive; thence South 84°54'41" West 157.72 feet; thence South 08°56'39" East 125.00 feet; thence South 81°03'21" West 250.00 feet to the Point of Beginning.

Containing 2.59 acres, more or less.

Section 2. The City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, finds that the petition bears the signatures of all owners of the real property in the area proposed to be annexed.

Section 3. The City Council finds that the real property, described in Section 1 above, presently is contiguous to the boundaries of the City that said real property meets the criteria established by Chapter 171,

Florida Statutes, as amended, and that said real property should be annexed to the boundaries of the City.

Section 4. The real property, described in Section 1 above and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, is hereby annexed to the boundaries of the City, and said real property in every way is a part of the City.

Section 5. The boundaries of the City are hereby redefined to include the real property described in Section 1 hereof.

Section 6. Annexation. The real property, described in Section 1 above, shall continue to be classified as follows: HIGHWAY INTERCHANGE under the land use classifications as designated on the Future Land Use Plan Map of the County Comprehensive Plan and classified as COMMERCIAL, HIGHWAY INTERCHANGE (CHI) under the zoning districts as designated on the Official Zoning Atlas of the County Land Development Regulations until otherwise changed or amended by appropriate ordinance of the City.

Section 7. Effective January 1, 2024, all real property lying within the boundaries of the City, as hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general and special assessments.

Section 8. All persons who have been lawfully engaged in any occupation, business, trade or profession, within the area, described in Section 1 above, upon the effective date of this ordinance under a valid license or permit issued by the County and all other necessary state or federal regulatory agencies, may continue such occupation, business, trade or profession within the entire boundaries of the City, as herein defined, upon securing a valid occupational license from the City, which shall be issued upon payment of the appropriate fee, without the necessity of taking or passing any additional examination or test which otherwise is required relating to the qualification of such occupations, businesses, trades or professions.

Section 9. The City Clerk is hereby directed to file, within seven (7) days of the effective date of this ordinance, a certified copy of this ordinance with the following:

- a) Florida Department of State, Tallahassee, Florida;
- b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
- c) Clerk of the Circuit Court of the County;
- d) Chief Administrative Officer of the County;
- e) Property Appraiser of the County;
- f) Tax Collector of the County; and
- g) All public utilities authorized to conduct business within the City.

Section 10. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 11. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 12. Effective Date. This ordinance shall become effective upon adoption.

Section 13. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 171.011 through 171.094, Florida Statutes, as amended.

PASSED UPON FIRST READING on the 20th day of March 2023.

PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session

with a quorum present and voting, by the City Council this 17th day of April 2023.

Attest:

CITY COUNCIL OF THE
CITY OF LAKE CITY, FLORIDA

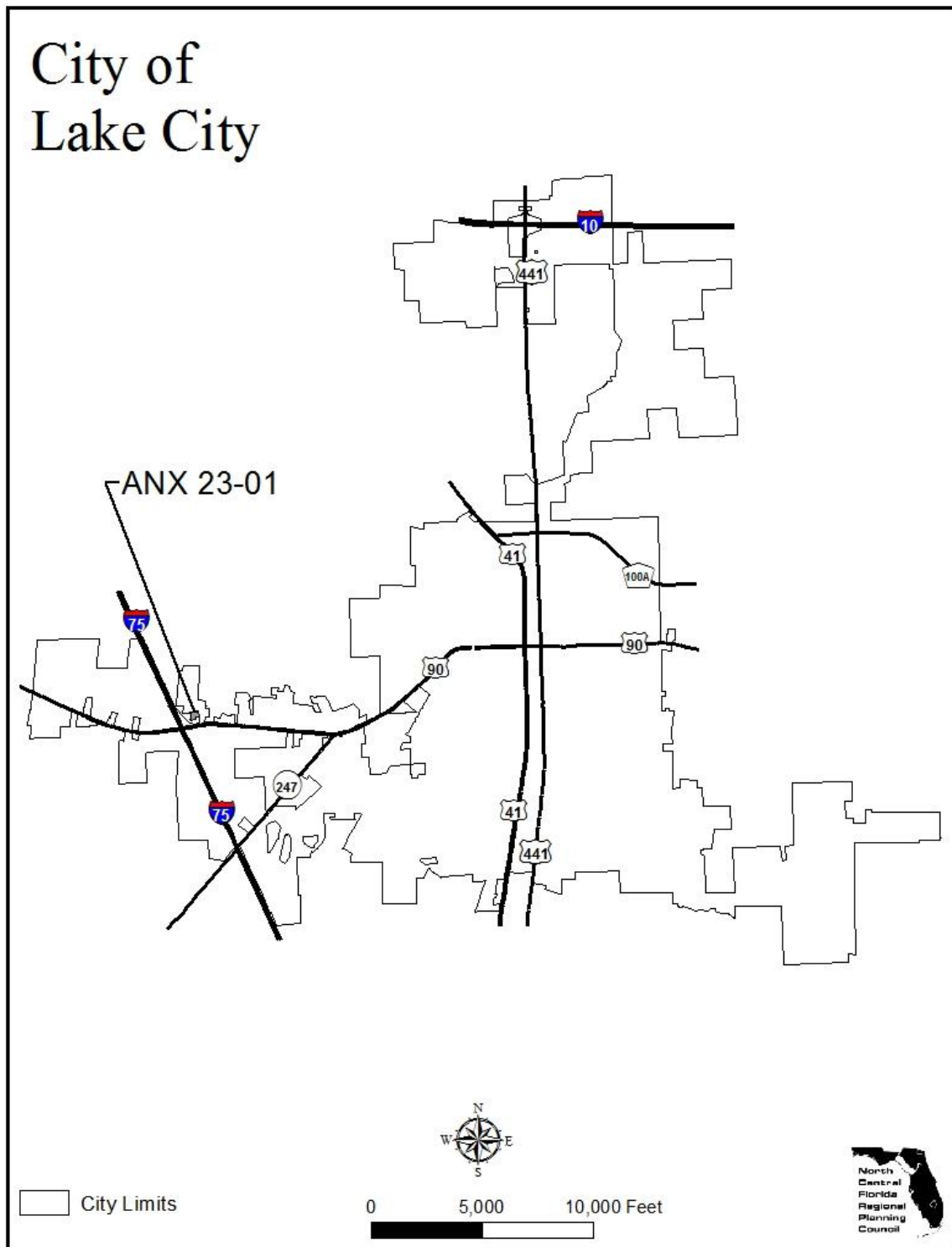
Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas J. Kennon III, City Attorney

Schedule A: Location Map

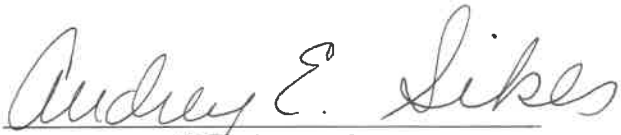


Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	✓ _____	_____	_____	_____
Jake Hill, Jr., Council Member	✓ _____	_____	_____	_____
Todd Sampson, Council Member	✓ _____	_____	_____	_____
Ricky Jernigan, Council Member	✓ _____	_____	_____	_____
Chevella Young, Council Member	✓ _____	_____	_____	_____

Certification

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



AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

5. Ordinance No. 2023-2248 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 23-03, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from Residential, Medium Density (less than or equal to 8 dwelling units per acre) to Residential, High Density (less than or equal to 20 dwelling units per acre) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (The Pines at Forest Meadows LLC)

Note: 4-12-2023, petition received from Dale Ann Stadler, President Oak Meadow Plantation and Forest Plantation Owners Association, Inc.

Adopt City Council Ordinance No. 2023-2248 on first reading

ORDINANCE NO. 2023-2248

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 23-03, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL, MEDIUM DENSITY (LESS THAN OR EQUAL TO 8 DWELLING UNITS PER ACRE) TO RESIDENTIAL, HIGH DENSITY (LESS THAN OR EQUAL TO 20 DWELLING UNITS PER ACRE)) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, CPA 23-03, by The Pines at Forest Meadows LLC, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from RESIDENTIAL, MEDIUM DENSITY (less than or equal to 8 dwelling units per acre) to RESIDENTIAL, HIGH DENSITY (less than or equal to 20 dwelling units per acre) on property described, as follows:

A parcel of land lying in Section 34, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described, as follows: Lots 1C and 2C of the Forest Plantation Commercial Subdivision, as record in the Public Records of Columbia County, Florida.

Containing 1.07 acre, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

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

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

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

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

PASSED upon first reading this 17th day of April 2023.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2023.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas J. Kennon III, City Attorney

City of Lake City

205 NORTH MARION AVENUE
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031
FAX: (386) 752-4896

April 4, 2023

TO: City Council

FROM: Planning and Zoning Board
Serving also as the Local Planning Agency

SUBJECT: Application No. CPA 23-03 (The Pines at Forest Meadows LLC)

Concurrency Management Assessment
Concerning an Amendment to the
Future Land Use Plan Map of the Comprehensive Plan

Land use amendment requests are ineligible to receive concurrency reservation because they are too conceptual and, consequently do not allow an accurate assessment of public facility impacts. Therefore, the following information is provided, which quantifies for the purposes of a nonbinding concurrency determination, the demand and residual capacities for public facilities required to be addressed within the Concurrency Management System.

CPA 23-03, an application by The Pines at Forest Meadows LLC, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification from RESIDENTIAL, MEDIUM DENSITY (less than or equal to 8 dwelling units per acre) to RESIDENTIAL, HIGH DENSITY (less than or equal to 20 dwelling units per acre) for the property described, as follows:

A parcel of land lying in Section 34, Township 3 South, Range 16 East, Columbia County, Florida.
Being more particularly described, as follows: Lots 1C and 2C of the Forest Plantation Commercial Subdivision, as recorded in the Public Records of Columbia County, Florida.
Containing 1.07 acre, more or less.

Availability of and Demand on Public Facilities

Potable Water Impact

The site is located within a community potable water system service area. The community potable water system is currently meeting or exceeding the adopted level of service standard for potable water established within the Comprehensive Plan.

The proposed amendment could theoretically result in 21 multifamily residential dwellings on site.

Based upon an average of 100 gallons of potable water usage per capital per day x 2.47 persons per dwelling unit = 247 gallons of potable water per dwelling unit per day.

21 (dwelling units) x 247 (gallons of potable water usage per dwelling unit per day) = 5,187 gallons of potable water usage per day.

Permitted capacity of the community potable water system = 4,100,000 gallons of potable water per day.

During calendar year 2022, the average daily potable water usage = 3,351,000 gallons of potable water per day.

Residual available capacity prior to reserved capacity for previously approved development = 749,000 gallons of potable water per day.

Less reserved capacity for previously approved development = 0 gallons of potable water per day.

Residual available capacity after reserved capacity for previously approved development = 749,000 gallons of potable water per day.

Less estimated gallons of potable water use as a result of this proposed amendment = 5,187 gallons of potable water per day.

Residual capacity after this proposed amendment = 743,813 gallons of potable water per day.

Based upon the above analysis, the potable water facilities are anticipated to continue to meet or exceed the adopted level of service standard for potable water facilities as provided in the Comprehensive Plan, after adding the potable water demand generated by the theoretical use of the site.

Sanitary Sewer Impact -

The site is located within a community centralized sanitary sewer system service area. The centralized sanitary sewer system is currently meeting or exceeding the adopted level of service standard for sanitary sewer established within the Comprehensive Plan.

The proposed amendment could theoretically result in 21 multifamily residential dwellings on site.

Based upon an average of 70 gallons of sanitary sewer effluent per capital per day x 2.47 persons per dwelling unit = 173 gallons of sanitary sewer effluent per day.

21 (dwelling units) x 173 (gallons of sanitary sewer effluent per capita per dwelling unit) = 3,633 gallons of sanitary sewer effluent per capita per day.

Permitted capacity of the community sanitary sewer system = 3,000,000 gallons of sanitary sewer effluent per day.

During calendar year 2022, the average sanitary sewer usage = 2,200,000 gallons of sanitary sewer effluent per day.

Residual available capacity prior to reserved capacity for previously approved development = 800,000 gallons of sanitary sewer effluent per day.

Less reserved capacity for previously approved development = 0 gallons of sanitary sewer effluent per day.

Residual available capacity after reserved capacity for previously approved development = 800,000 gallons of sanitary sewer effluent per day.

Less estimated gallons of sanitary sewer effluent per day as a result of this proposed amendment = 3,633 gallons of sanitary sewer effluent per day.

Residual capacity after this proposed amendment = 796,367 gallons of sanitary sewer effluent per day.

Based upon the above analysis, the sanitary sewer facilities are anticipated to continue to meet or exceed the adopted level of service standard for sanitary sewer facilities as provided in the Comprehensive Plan, after adding the sanitary sewer effluent generated by the theoretical use of the site.

Solid Waste Impact -

Solid waste disposal is provided for the use to be located on the site at the Winfield Solid Waste Facility. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

The proposed amendment could theoretically result in 21 multifamily residential dwellings on site.

Based upon 12 pounds of solid waste per dwelling unit per day.

21 (dwelling units) x 12 (pounds of solid waste per day per dwelling unit) = 252 pounds of solid waste per day.

Based upon the annual projections of solid waste disposal at the sanitary landfill, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by the theoretical use of the site.

Drainage Impact -

Drainage facilities will be required to be provided for on site for the management of stormwater. As stormwater will be retained on site, there are no additional impacts to drainage systems as a result of the proposed amendment. The retention of stormwater on site will meet or exceed the adopted level of service standard established within the Comprehensive Plan.

Recreation Impact -

The level of service standards established within the Comprehensive Plan for the provision of recreation facilities are currently being met or exceeded.

The proposed amendment could theoretically result in 21 multifamily residential dwellings on site.

Based upon an average of 2.47 persons per dwelling unit.

$21 \text{ (dwelling units)} \times 2.47 \text{ (persons per dwelling unit)} = 52 \text{ persons.}$

Recreation facilities are anticipated to continue to operate at a level of service which meets or exceeds the level of service standards established within the Comprehensive Plan after the theoretical use of the site.

Traffic Impact -

The road network serving the site is currently meeting or exceeding the level of service standards required for traffic circulation facilities as provided in the Comprehensive Plan.

The proposed amendment could theoretically result in 21 multifamily residential dwellings on site.

Summary Trip Generation Calculations for a Multifamily Housing (Low Rise).

Based upon 0.51 p.m. peak hour trip per multifamily dwelling unit.

$21 \text{ (dwelling units)} \times 0.51 \text{ (p.m. peak hour trips per weekday)} = 11 \text{ p.m. peak hour trips.}$

Existing p.m. peak hour trips = 1,800 p.m. peak hour trips.

The following table contains information concerning the assessment of the traffic impact on the surrounding road network by the proposed amendment.

Level of Service	Existing PM Peak Hour Trips	Existing Level of Service	Reserved Capacity PM Peak Hour Trips for Previously Approved	Development PM Peak Hour Trips	PM Peak Hour Trips With Development	Level of Service with Development
U.S. 90 (from Turner Road to C.R. 252)	1,800 a	C	0	11	1,811	C

a 2021 Annual Traffic Count Station Data, Florida Department of Transportation.

Sources: Trip Generation, Institute of Transportation Engineers, 11th Edition, 2021.

Quality/Level of Service Handbook, Florida Department of Transportation, 2023.

Based upon the above analysis and an adopted level of service standard of "D" with a capacity of 3,290 p.m. peak hour trips, the road network serving the site is anticipated to continue to meet or exceed the level of service standard provided in the Comprehensive Plan after adding the theoretical number of trips associated with the proposed amendment.

Affordable Housing

The change in land use is not anticipated to have a negative impact on the affordable housing stock.

Surrounding Land Uses

Currently, the existing land use of the site is vacant land. The site is bounded on the north by single family residential land use, on the east by single family residential land use, on the south by vacant land and on the west by single family residential land use.

Historic Resources

According to the Florida Division of Historical Resources, Master Site File, dated 2023, there are no known historic resources on the site.

Flood Prone Areas

According to the Federal Emergency Management Agency, Digital Flood Insurance Rate Map data layer, November 2, 2018, the site is not located within a 100-year flood prone area.

Wetlands

According to the Water Management District Geographic Information Systems wetlands data layer, dated 2007, the site is not located within a wetland.

Minerals

According to Florida Department of Environmental Protection, Florida Geological Survey, Digital Environmental Geology Rock and Sediment Distribution Map data layer, dated November 28, 2018, the site is known to contain fine sand and silt.

Soil Types

According to the U.S. Department of Agriculture, Natural Resources Conservation Service, Soil Survey Geographic Database dated 2023, the site is comprised of Blanton fine sand soils.

Blanton fine sand (0 to 5 percent slope) soils are moderately well drained, nearly level to gently sloping soil on broad ridges and undulating side slopes.

Blanton fine sand (0 to 5 percent slope) soils have slight limitations for building site development.

High Aquifer Groundwater Recharge

According to the Areas of High Recharge Potential to the Floridian Aquifer, prepared by the Water Management District, dated 2016, the site is located in an area of high aquifer groundwater recharge.



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2009 NW 67th Place, Gainesville, FL 32653 - 1603 • 352.955.2200

April 4, 2023

Mr. Robert Angelo
Planning and Zoning Technician
City of Lake City
205 North Marion Avenue
Lake City, FL 32055-3918

TRANSMITTED VIA ELECTRONIC MAIL ONLY

RE: Application No. CPA 23-03 (The Pines at Forest Meadows LLC)

Concurrency Management Assessment
Concerning an Amendment to the
Future Land Use Plan Map of the Comprehensive Plan

Dear Robert:

Please find enclosed the above referenced concurrency management assessment.

If you have any questions concerning this matter, please do not hesitate to contact Sandra Joseph, Senior Planner, at 352.955.2200, ext. 111.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

SRK/sj

xc: Joyce Bruner, Executive Assistant
Paul Dyal, City Manager
Audrey Sikes, City Clerk
Marshall Sova, Code Enforcement Officer

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Sikes, Audrey

From: Dale Stadler <sassenachg8r@gmail.com>
Sent: Wednesday, April 12, 2023 7:12 AM
To: Sikes, Audrey
Subject: SEE23-03, rezoning of Lake City Avenue - Petition opposing by Oak Meadow Plantations and Forest Plantations Owners' Association, Inc.
Attachments: Lake City AV petition.pdf

Ms. Sikes,

I am the president of the Oak Meadow Plantation and Forest Plantation Owners Association, Inc. Our neighborhood opposes the proposed rezoning of Lake City Avenue as outlined in SE23-03. We have begun canvassing the subdivision for signatures of residents in favor of our petition, and in 12 hours, on a workday and with inclement weather, we amassed 98 signatures and will continue with this effort. Email addresses have been obscured, as they are for HOA purposes and not public record. Please forward to the City Council members the attached petition for their perusal before the scheduled April 17, 2023 meeting. If you have any questions, please do not hesitate to contact me.

Thank you.

Dale Ann Stadler, President
Oak Meadow Plantation and Forest Plantation Owners Association, Inc.

PETITION

BY

OAK MEADOW PLANTATION AND FOREST PLANTATION OWNERS' ASSOCIATION

We, the undersigned, object to the rezoning SE2303 along Lake City Avenue for the following reasons:

1. Stormwater drainage problems that already exist on the West side of the property in question.
2. The negative impact on utilities as expressed by the Utilities Department of Lake City.
3. Sound and visual nuisance.
4. Medium density is the current zoning. Leave the zoning medium as already established.

SIGNATURES ATTACHED

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Dominic Chuong	920 NW Savannah Creek Lake Cir FL 32055	
Tajon R. Lee	931 NW SAVANNAH CIR, LAKE CITY FL 32055	
Adessa Patel	931 NW SAVANNAH CIR, LAKE CITY FL 32055	
Tahira Sghor	965 NW Savannah Creek Lake Cir FL 32055	
[Signature]	1008 NW Savannah Circle Lake City FL 32055	
Sylvain Voharain	509 NW Savannah Circle LAKE CITY FL	
Fred Kossalein	509 NW SAVANNAH CIR.	
Larry J Nelson	510 NW Savannah Cir.	
April Cobb	524 NW Savannah Circle	
Rajeshwar Patel	540 NW Savannah Cir, Lake City, FL 32055	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Beatrice Morrison	818 NW Savannah Cir Lake City, FL 32055	b.morrison@...
Justin Morrison Julie	818 NW Savannah Cir Lake City, FL 32055	
Monica Grice	838 NW Savannah Circle Lake City FL 32055	
Gary R. Grice	838 NW Savannah Circle Lake City FL 32055	
Kundan v Patel	858 NW Savannah Cir Lake City FL 32055	
Britta Hall	880 NW Savannah Cir Lake City FL 32055	
Ron Hall	880 NW Savannah Cir Lake City FL 32055	
Paul Westphal	903 NW Savannah Cir Lake City, FL 32055	
Osie Rolfe	920 NW Savannah Circle Lake City FL 32055	
Dominic Cherry	9374 NW Savannah Circle Lake City FL 32055	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Tiffany Muvica Tiffany Muvica	3993 NW Wisteria Drive Lake City, FL 32055	-
Darlene Hart Darlene Hart	3992 NW Wisteria Dr. Lake City 32055	
T. Degrin Hart T. Degrin Hart	3992 NW Wisteria Dr. Lake City, FL 32055	
Kaylianna Paschall Kaylianna Paschall	3992 NW Wisteria Dr. Lake City, FL 32055	
Melissa Inman Melissa Inman	4000 NW Wisteria Dr Lake City FL 32055	
Michael Inman Michael Inman	4000 NW Wisteria Dr Lake City FL 32055	
Sally Bantz Sally Bantz	4265 NW Caden Glen Lake City FL	
Barbara Butler Barbara Butler	4295 NW Caden Glen Lake City	
Janice Janice	4341 NW Caden Glen	
Britney Trimmer Britney Trimmer	4341 NW Caden Glen	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Kathy Laake	4365 NW Caden Glen	
Charles Livingston	4342 NW Caden Glen	
Shirley Livingston	4342 NW Caden Glen	
Shelley Perry	4357 NW Caden Glen	
Russell Perry	" " "	
Tyas Adelle	4277 NW Caden Glen	
James P. Lutal	" " "	
Adela Nixon	591 NW Oakmont Way	
Aaron Nixon	591 NW Oakmont Way	
Lavonda Ryan	569 NW Oakmont Way	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Evelyn Davison	4014 N. W. Colonial Green L.C.	—
Amanda C. Myers	3750 NW Colonial Blvd Lake City, Fla.	—
Steve Myers	3950 NW Colonial Blvd Lake City, Fla.	—
David J. Wilson	467 NW Forest Meadows Ave Lake City, FL 32055	—
Wilfredo Jimenez	467 NW Forest Meadows Ave Lake City, FL 32055	—
Steven T Gaulin	492 NW Forest Meadows Ave Lake City FL 32055	
Natalie Gaulin	492 NW Forest Meadows Ave Lake City FL 32055	
Kipp Newitz	563 NW Forest Meadows Dr LAKE CITY, FL	
Mary Rents	563 NW Forest Meadows Dr. Lake City, FL 32055	
Brittano Benedetto	554 NW Oak Knott Way Lake City, FL 32055	


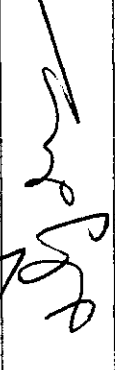



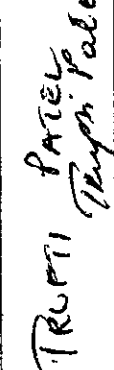
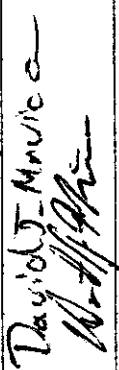
SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Sarah Boules	594 NW Oakmont Way Lake City, FL 32055	
Marilyn Turner mpj@turner.com	324 NW Colquhoun Way, Lake City FL 32055	
Justin Boules	594 NW Oakmont Way Lake City FL 32055	
Jeremy Ward	792 NW Savannah Cir Lake City FL 32055	
Kara Thakral	4316 NW Camden Street	
Kara Michael	4345 NW Wisteria Drive	
Donna Casen	4103 NW Wisteria Drive	
Abigail Casen	4123 NW Wisteria Dr.	
Wanda Johnson	4086 NW Wisteria Dr.	
Diane Johnson	4066 NW Wisteria Dr.	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Matt Benedetti	554 NW Oakmont way Lake City FL 32055	
Zac N. N. N.	377 NW Forest Meadows Ave 32055	
Kathy Jimenez Cobb	340 NW Oakmont Way L.C. FL 32055	
Tiffany Cobb Timmons	340 NW Oakmont Way L.C. FL. 32055	
Carole Brown	354 NW Forest Meadows Ave	
Paul Boyd	323 NW Forest Meadows Ave	
Edward Boyd	323 NW Forest Meadows Ave	
Marian Hange	4037 NW Wisteria Dr.	N
Glenn B. Hange	Koff site, Wisteria Dr.	
Wendy Hange	"	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Karen Maylan	377 N.W. Forest Meadows Ave. L.C. 32055	
	407 NW Forest Meadows Ave L.C. - 32055	
	407 NW Forest Meadows Ave L.C. FL - 32055	
	407 NW Forest Meadows Ave L.C. FL - 32055	
	401 NW Forest Meadows Ave L.C. FL - 32055	
	402 NW Forest Meadows Ave L.C. FL 32055	
Penny K. Taylor	402 N.W. Forest Meadows Ave L.C., FL 32055	
MEKUL K PATEL	4001 NW WISTERIA DR LAKE CITY, FL 32055	
	" "	
	3993 NW Wisteria Dr Lake City, FL 32055	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Terrence Bionis	578 NW Savannah Cir Lake City, FL 32055	Lake City FL 32055
Henry O'Neal-Givens	578 NW Savannah Circle Lake City, FL 32055	
Kerwin Paul Givens	657 NW Savannah Circle	
Nick Marino	Lake City, FL 32056	
TAMON MARTIND	1057 NW Savannah Circle	
John Martinez	Lake City, FL 32055	
Summer Howell	685 NW Savannah Circle	
Summer Howell	Lake City, FL 32055	
Danni Howell	685 NW Savannah Circle	
Amanda Howell	Lake City, FL 32055	
Sherry Bennett	694 NW Savannah Circle	
Will Smith	713 W. I. Savannah Cir	
Kristen Folland	792 NW Savannah Circle Lake City, FL	
Fallon Ludwig	792 NW Savannah Circle Lake City, FL	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Rushwin Pitts / <i>[Signature]</i>	570 NW Savannah Cir Lake City, FL 32055	
Joe Adkins <i>[Signature]</i>	556 NW Savannah Cir. Lake City, FL 32055	
M Suzanne Adkins <i>[Signature]</i>	556 NW Savannah Circle LAKE CITY, FL 32055	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Larrell Ryem	569 NW 101 Oakmont way	
RICHARD STAHLER <i>Richard E. Stahl</i>	4354 NW Cedar Glen	
Debra Staehler <i>Debra Staehler</i>	"	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
<p><i>Shel Anthony</i> 3rd Floor / 3rd Street 4375 NW Wisteria Dr.</p>	<p>4375 NW Wisteria Dr.</p>	

File Attachments for Item:

6. City Council Ordinance No. 2023-2249 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 23-03, by the property owner of said acreage; providing for rezoning from Residential, Office (RO) to Residential, Multiple Family-2 (RMF-2) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (The Pines at Forest Meadows LLC)

Note: 4-12-2023, petition received from Dale Ann Stadler, President Oak Meadow Plantation and Forest Plantation Owners Association, Inc.

Adopt City Council Ordinance No. 2023-2249 on first reading

ORDINANCE NO. 2023-2249

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF TEN OR LESS CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 23-03, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM RESIDENTIAL, OFFICE (RO) TO RESIDENTIAL, MULTIPLE FAMILY-2 (RMF-2) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, Z 23-03, by The Pines at Forest Meadows LLC, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from RESIDENTIAL, OFFICE (RO) to RESIDENTIAL, MULTIPLE FAMILY-2 (RMF-2) on property described, as follows:

A parcel of land lying in Section 34, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described, as follows: Lots 1C and 2C of the Forest Plantation Commercial Subdivision, as record in the Public Records of Columbia County, Florida.

Containing 1.07 acre, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

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

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

The effective date of this amendment, Z 23-03, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 23-03. If Future Land Use Plan Map Amendment, CPA 23-03, does not become effective, this amendment, Z 23-03, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 23-03, to the Official Zoning Atlas may be issued or commence before it has become effective.

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

PASSED upon first reading this 17th day of April 2023.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2023.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas J. Kennon III, City Attorney

City of Lake City

205 NORTH MARION AVENUE
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031
FAX: (386) 752-4896

April 4, 2023

TO: City Council

FROM: Planning and Zoning Board
Serving also as the Local Planning Agency

SUBJECT: Application No. Z 23-03 (The Pines at Forest Meadows LLC)

Concurrency Management Assessment
Concerning an Amendment to the
Official Zoning Atlas of the Land Development Regulations

Rezoning applications are ineligible to receive concurrency reservation because they are too conceptual and, consequently, do not allow an accurate assessment of public facility impacts. Therefore, the following information is provided which quantifies, for the purposes of a nonbinding concurrency determination, the demand and residual capacities for public facilities required to be addressed within the Concurrency Management System.

Z 23-03, an application by The Pines at Forest Meadows LLC, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district from RESIDENTIAL, OFFICE (RO) to RESIDENTIAL, MULTIPLE FAMILY-2 (RMF-2) on property described, as follows:

A parcel of land lying in Section 34, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described, as follows: Lots 1C and 2C of the Forest Plantation Commercial Subdivision, as recorded in the Public Records of Columbia County, Florida.
Containing 1.07 acre, more or less.

Availability of and Demand on Public Facilities

Potable Water Impact

The site is located within a community potable water system service area. The community potable water system is currently meeting or exceeding the adopted level of service standard for potable water established within the Comprehensive Plan.

The proposed amendment could potentially result in 21 multifamily residential dwellings on site.

Based upon an average of 100 gallons of potable water usage per capital per day x 2.47 persons per dwelling unit = 247 gallons of potable water per dwelling unit per day.

21 (dwelling units) x 247 (gallons of potable water usage per dwelling unit per day) = 5,187 gallons of potable water usage per day.

Permitted capacity of the community potable water system = 4,100,000 gallons of potable water per day.

During calendar year 2022, the average daily potable water usage = 3,351,000 gallons of potable water per day.

Residual available capacity prior to reserved capacity for previously approved development = 749,000 gallons of potable water per day.

Less reserved capacity for previously approved development = 0 gallons of potable water per day.

Residual available capacity after reserved capacity for previously approved development = 749,000 gallons of potable water per day.

Less estimated gallons of potable water use as a result of this proposed amendment = 5,187 gallons of potable water per day.

Residual capacity after this proposed amendment = 743,813 gallons of potable water per day.

Based upon the above analysis, the potable water facilities are anticipated to continue to meet or exceed the adopted level of service standard for potable water facilities as provided in the Comprehensive Plan, after adding the potable water demand generated by the potential use of the site.

Sanitary Sewer Impact -

The site is located within a community centralized sanitary sewer system service area. The centralized sanitary sewer system is currently meeting or exceeding the adopted level of service standard for sanitary sewer established within the Comprehensive Plan.

The proposed amendment could potentially result in 21 multifamily residential dwellings on site.

Based upon an average of 70 gallons of sanitary sewer effluent per capital per day x 2.47 persons per dwelling unit = 173 gallons of sanitary sewer effluent per day.

21 (dwelling units) x 173 (gallons of sanitary sewer effluent per capita per dwelling unit) = 3,633 gallons of sanitary sewer effluent per capita per day.

Permitted capacity of the community sanitary sewer system = 3,000,000 gallons of sanitary sewer effluent per day.

During calendar year 2022, the average sanitary sewer usage = 2,200,000 gallons of sanitary sewer effluent per day.

Residual available capacity prior to reserved capacity for previously approved development = 800,000 gallons of sanitary sewer effluent per day.

Less reserved capacity for previously approved development = 0 gallons of sanitary sewer effluent per day.

Residual available capacity after reserved capacity for previously approved development = 800,000 gallons of sanitary sewer effluent per day.

Less estimated gallons of sanitary sewer effluent per day as a result of this proposed amendment = 3,633 gallons of sanitary sewer effluent per day.

Residual capacity after this proposed amendment = 796,367 gallons of sanitary sewer effluent per day.

Based upon the above analysis, the sanitary sewer facilities are anticipated to continue to meet or exceed the adopted level of service standard for sanitary sewer facilities as provided in the Comprehensive Plan, after adding the sanitary sewer effluent generated by the potential use of the site.

Solid Waste Impact -

Solid waste disposal is provided for the use to be located on the site at the Winfield Solid Waste Facility. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

The proposed amendment could potentially 21 multifamily residential dwellings on site.

Based upon 12 pounds of solid waste per dwelling unit per day.

21 (dwelling unit) x 12 (pounds of solid waste per day per dwelling unit) = 252 pounds of solid waste per day.

Based upon the annual projections of solid waste disposal at the sanitary landfill, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by the potential use of the site.

Drainage Impact -

Drainage facilities will be required to be provided for on site for the management of stormwater. As stormwater will be retained on site, there are no additional impacts to drainage systems as a result of the proposed amendment. The retention of stormwater on site will meet or exceed the adopted level of service standard established within the Comprehensive Plan.

Recreation Impact -

The level of service standards established within the Comprehensive Plan for the provision of recreation facilities are currently being met or exceeded.

The proposed amendment could potentially result in 21 multifamily residential dwellings on site.

Based upon an average of 2.47 persons per dwelling unit.

$21 \text{ (dwelling units)} \times 2.47 \text{ (persons per dwelling unit)} = 52 \text{ persons.}$

Recreation facilities are anticipated to continue to operate at a level of service which meets or exceeds the level of service standards established within the Comprehensive Plan after the potential use of the site.

Traffic Impact -

The road network serving the site is currently meeting or exceeding the level of service standards required for traffic circulation facilities as provided in the Comprehensive Plan.

The proposed amendment could potentially result in 21 multifamily residential dwellings on site.

Summary Trip Generation Calculations for a Multifamily Housing (Low Rise).

Based upon 0.51 p.m. peak hours per multifamily dwelling unit.

$21 \text{ (dwelling unit)} \times 0.51 \text{ (p.m. peak hour trips per weekday)} = 11 \text{ p.m. peak hour trips.}$

Existing p.m. peak hour trips = 1,800 p.m. peak hour trips.

The following table contains information concerning the assessment of the traffic impact on the surrounding road network by the proposed amendment.

Level of Service	Existing PM Peak Hour Trips	Existing Level of Service	Reserved Capacity PM Peak Hour Trips for Previously Approved	Development PM Peak Hour Trips	PM Peak Hour Trips With Development	Level of Service with Development
U.S. 90 (from Turner Road to C.R. 252)	1,800 a	C	0	11	1,811	C

a 2021 Annual Traffic Count Station Data, Florida Department of Transportation.

Sources: Trip Generation, Institute of Transportation Engineers, 11th Edition, 2021.

Quality/Level of Service Handbook, Florida Department of Transportation, 2023.

Based upon the above analysis and an adopted level of service standard of "D" with a capacity of 3,290 p.m. peak hour trips, the road network serving the site is anticipated to continue to meet or exceed the level of service standard provided in the Comprehensive Plan after adding the potential number of trips associated with the proposed amendment.

Affordable Housing

The change in land use is not anticipated to have a negative impact on the affordable housing stock.

Surrounding Land Uses

Currently, the existing land use of the site is vacant land. The site is bounded on the north by single family residential land use, on the east by single family residential land use, on the south by vacant land and on the west by single family residential land use.

Historic Resources

According to the Florida Division of Historical Resources, Master Site File, dated 2023, there are no known historic resources on the site.

Flood Prone Areas

According to the Federal Emergency Management Agency, Digital Flood Insurance Rate Map data layer, November 2, 2018, the site is not located within a 100-year flood prone area.

Wetlands

According to the Water Management District Geographic Information Systems wetlands data layer, dated 2007, the site is not located within a wetland.

Minerals

According to Florida Department of Environmental Protection, Florida Geological Survey, Digital Environmental Geology Rock and Sediment Distribution Map data layer, dated November 28, 2018, the site is known to contain fine sand and silt.

Soil Types

According to the U.S. Department of Agriculture, Natural Resources Conservation Service, Soil Survey Geographic Database dated 2023, the site is comprised of Blanton fine sand soils.

Blanton fine sand (0 to 5 percent slope) soils are moderately well drained, nearly level to gently sloping soil on broad ridges and undulating side slopes.

Blanton fine sand (0 to 5 percent slope) soils have slight limitations for building site development.

High Aquifer Groundwater Recharge

According to the Areas of High Recharge Potential to the Floridian Aquifer, prepared by the Water Management District, dated 2016, the site is located in an area of high aquifer groundwater recharge.



Serving Alachua
Bradford • Columbia
Dixie • Gilchrist • Hamilton
Lafayette • Levy • Madison
Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

April 4, 2023

Mr. Robert Angelo
Planning and Zoning Technician
City of Lake City
205 North Marion Avenue
Lake City, FL 32055-3918

TRANSMITTED VIA ELECTRONIC MAIL ONLY

RE: Application No. Z 23-03 (The Pines at Forest Meadows LLC)

Concurrency Management Assessment
Concerning an Amendment to the
Official Zoning Atlas of the Land Development Regulations

Dear Robert:

Please find enclosed the above referenced concurrency management assessment.

If you have any questions concerning this matter, please do not hesitate to contact Sandra Joseph, Senior Planner, at (352) 955-2200, ext. 111.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

SRK/sj

xc: Joyce Bruner, Executive Assistant
Paul Dyal, City Manager
Audrey Sikes, City Clerk
Marshall Sova, Code Enforcement Officer

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Sikes, Audrey

From: Dale Stadler <sassenachg8r@gmail.com>
Sent: Wednesday, April 12, 2023 7:12 AM
To: Sikes, Audrey
Subject: SEE23-03, rezoning of Lake City Avenue - Petition opposing by Oak Meadow Plantations and Forest Plantations Owners' Association, Inc.
Attachments: Lake City AV petition.pdf

Ms. Sikes,

I am the president of the Oak Meadow Plantation and Forest Plantation Owners Association, Inc. Our neighborhood opposes the proposed rezoning of Lake City Avenue as outlined in SE23-03. We have begun canvassing the subdivision for signatures of residents in favor of our petition, and in 12 hours, on a workday and with inclement weather, we amassed 98 signatures and will continue with this effort. Email addresses have been obscured, as they are for HOA purposes and not public record. Please forward to the City Council members the attached petition for their perusal before the scheduled April 17, 2023 meeting. If you have any questions, please do not hesitate to contact me.

Thank you.

Dale Ann Stadler, President
Oak Meadow Plantation and Forest Plantation Owners Association, Inc.

PETITION

BY


OAK MEADOW PLANTATION AND FOREST PLANTATION OWNERS' ASSOCIATION

We, the undersigned, object to the rezoning SE2303 along Lake City Avenue for the following reasons:

1. Stormwater drainage problems that already exist on the West side of the property in question.
2. The negative impact on utilities as expressed by the Utilities Department of Lake City.
3. Sound and visual nuisance.
4. Medium density is the current zoning. Leave the zoning medium as already established.

SIGNATURES ATTACHED

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Dominic Chuong	920 NW Savannah Creek Lake Cir FL	
Tajon R. Lee	931 NW SAVANNAH CIR, LAKE CITY FL 32055	
Adessa Patel	931 NW SAVANNAH CIR, LAKE CITY FL 32055	
Tahira Sghor	965 NW Savannah Circle, Lake City, FL	
	1008 NW Savannah Circle, Lake City, FL	
Sybilina Voharisen	509 NW Savannah Circle LAKE CITY FL	
Fred Kossalein	509 NW SAVANNAH CIR.	
Larry J Nelson	510 NW Savannah Cir.	
April Cobb	524 NW Savannah Circle	
Rajeshwari Patel	540 NW Savannah Cir, Lake City, FL 32055	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Beatrice Morrison	818 NW Savannah Cir Lake City, FL 32055	b.morrison@...
Justin Morrison Julie	818 NW Savannah Cir Lake City, FL 32055	
Monica Grice	838 NW Savannah Circle Lake City, FL 32055	
Gary R. Grice	838 NW Savannah Circle Lake City, FL 32055	
Kundan v Patel	858 NW Savannah Cir Lake City FL 32055	
Britta Hall	880 NW Savannah Cir Lake City FL 32055	
Ron Hall	880 NW Savannah Cir Lake City FL 32055	
Paul Westphal	903 NW Savannah Cir Lake City, FL 32055	
Osie Rolfe	920 NW Savannah Circle Lake City FL 32055	
Dominic Cherry	9374 NW Savannah Circle Lake City FL 32055	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Tiffany Muvica Tiffany Muvica	3993 NW Wisteria Drive Lake City, FL 32055	-
Darlene Hart Darlene Hart	3992 NW Wisteria Dr. Lake City 32055	
T. Degrin Hart T. Degrin Hart	3992 NW Wisteria Dr. Lake City, FL 32055	
Kaylianna Paschall Kaylianna Paschall	3992 NW Wisteria Dr. Lake City, FL 32055	
Melissa Inman Melissa Inman	4000 NW Wisteria Dr Lake City FL 32055	
Michael Inman Michael Inman	4000 NW Wisteria Dr Lake City FL 32055	
Sally Birtz Sally Birtz	4265 NW Caden Glen Lake City FL	
Barbara Butler Barbara Butler	4295 NW Caden Glen Lake City	
Janice Janice	4341 NW Caden Glen	
Britney Trimmer Britney Trimmer	4341 NW Caden Glen	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Kathy Locke	4365 NW Caden Glen	
Charles Livingston	4342 NW Caden Glen	
Shirley Livingston	4342 NW Caden Glen	
Shelley Perry	4357 NW Caden Glen	
Russell Perry	" " "	
Tyas Adelle	4277 NW Caden Glen	
James P. Lutal	" " "	
Adela Nixon	591 NW Oakmont Way	
Aaron Nixon Lavonda Ryan	591 NW Oakmont Way 569 NW Oakmont Way	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Evelyn Davison	4014 N. W. Colonial Green L.C.	—
Amanda C. Myers	3750 NW Colonial Blvd Lake City, Fla.	—
Steve Myers	3950 NW Colonial Blvd Lake City, Fla.	—
David J. Wilson	467 NW Forest Meadows Ave Lake City, FL 32055	—
Wilfredo Jimenez	467 NW Forest Meadows Ave Lake City FL 32055	—
Steven T Gaulin	492 NW Forest Meadows Ave Lake City FL 32055	
Natalie Gaulin	492 NW Forest Meadows Ave Lake City FL 32055	
Kipp Newitz	563 NW Forest Meadows Dr LAKE CITY FL 32055	
Mary Rents	563 NW Forest Meadows Dr. Lake City FL 32055	
Brittany Benedetto	554 NW Oak Knott Way Lake City FL 32055	






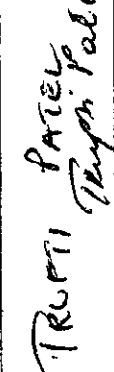
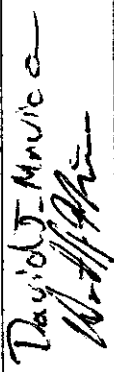
SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Sarah Boules	594 NW Oakmont Way Lake City, FL 32055	
Marilyn Turner mpj@jlm.com	324 NW Colquhoun Way, Lake City FL 32055	
Justin Boules	594 NW Oakmont Way Lake City FL 32055	
Jeremy Ward	792 NW Savannah Cir Lake City FL 32055	
Kerr Thibodeau	4316 NW Camden Street	
Ker Michael	4345 NW Wisteria Drive	
Donna Casen	4103 NW Wisteria Drive	
Abigail Casen for	4103 NW Wisteria Dr.	
Wanda Johnson	4086 NW Wisteria Dr	
Diane Johnson	4086 NW Wisteria Dr.	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Matt Benedetti	554 NW Oakmont way Lake City FL 32055	
Zac N. N. N.	377 NW Forest Meadows Ave 32055	
Kathy Jimenez Cobb	340 NW Oakmont Way L.C. FL 32055	
Tiffany Cobb Timmons	340 NW Oakmont Way L.C. FL. 32055	
Carole Brown	354 NW Forest Meadows Ave	
Paul Boyd	323 NW Forest Meadows Ave	
Edward Boyd	323 NW Forest Meadows Ave	
Marian Hange	4037 NW Wisteria Dr.	N
Glenn B. Hange	Koff site, Wisteria Dr.	
Wendy Boyd	"	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Karen Maylan	377 N.W. Forest Meadows Ave. L.C. 32055	
	407 NW Forest Meadows Ave L.C. - 32055	
	407 NW Forest Meadows Ave L.C. FL-32055	
	407 NW Forest Meadows Ave L.C. FL-32055	
	401 NW Forest Meadows Ave L.C. FL - 32055	
	402 NW FORESTMEADOW AVE L.C. FL 32055	
Penny K. Taylor	402 N.W. Forest Meadows Ave L.C., FL 32055	
MEKUL K PATEL	4001 NW WISTERIA DR LAKE CITY, FL 32055	
	" "	
	3993 NW Wisteria Dr Lake City, FL 32055	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Terrence Bionis	578 NW Savannah Cir Lake City, FL 32055	Lake City FL 32055
Henry O'Neal-Givens	578 NW Savannah Circle Lake City, FL 32055	
Kearney Paul Givens	657 NW Savannah Circle	
Nick Marino	Lake City, FL 32056	
TOMMY MARTINO	1057 NW Savannah Circle Lake City, FL 32055	
Summer Howell	685 NW Savannah Circle Lake City, FL 32055	
Summer Howell	685 NW Savannah Circle Lake City, FL 32055	
Sherry Bennett	694 NW Savannah Circle	
Will Smith	713 W. I. Savannah Cir	
Kristen Folland	792 NW Savannah Circle Lake City, FL	
Fallon Ludwig	792 NW Savannah Circle Lake City, FL	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Rushon Pitts / <i>[Signature]</i>	570 NW Savannah Cir Lake City FL 32055	
Joe Adkins <i>[Signature]</i>	556 NW Savannah Cir. Lake City FL 32055	
M Suzanne Adkins <i>[Signature]</i>	556 NW Savannah Circle LAKE CITY, FL 32055	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
Larrell Ryem	569 NW 101 Oakmont way	
RICHARD STAHLER <i>[Handwritten Signature]</i>	4354 NW Cedar Glen	
Debra Staehler <i>[Handwritten Signature]</i>	"	

SIGNATURE PAGE(S)

Name/Signature	Address	Email Address
<p><i>Shel Anthony</i> 3rd Floor / 3rd Street 4375 NW Wisteria Dr.</p>	<p>4375 NW Wisteria Dr.</p>	

File Attachments for Item:

7. City Council Resolution No. 2023-031 - A resolution of the City Council of the City of Lake City, Florida, terminating the Interlocal Agreement between the City and Columbia County, Florida for the engagement of the County's Building Official to act as the City's Building Official.

Reminder: Will need a motion to remove from the table City Council Resolution No. 2023-031. (Item tabled at 3/20/2023 meeting)

CITY COUNCIL RESOLUTION NO. 2023-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA TERMINATING THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND COLUMBIA COUNTY, FLORIDA FOR THE ENGAGEMENT OF THE COUNTY'S BUILDING OFFICIAL TO ACT AS THE CITY'S BUILDING OFFICIAL.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") and Columbia County, Florida (hereinafter the "County") entered into an *Interlocal Agreement between Columbia County, Florida and the City of Lake City, Florida for Building Inspection Services* (hereinafter the "Interlocal Agreement") pursuant to Resolution 2022-012, wherein the County agreed to provide the City with services related to the engagement of the County's Building Official to act as the City's Building Official; and

WHEREAS, the City Administration desires to terminate the Interlocal Agreement with the County, providing for at least one hundred eighty (180) days prior to the effective date of such termination; and

WHEREAS, City has determined that it is in the public interest to terminate the Interlocal Agreement with the County pursuant to and in accordance with the terms of the Interlocal Agreement.

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

Section 1. The City is hereby authorized to terminate the Interlocal Agreement that was authorized pursuant to Resolution 2022-012.

[Remainder of this page left blank intentionally.]

Section 2. The Mayor is hereby directed to execute any and all documents necessary to terminate the Interlocal Agreement.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of March 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

File Attachments for Item:

8. City Council Resolution No. 2023-036 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of utility work by highway contractor agreement with the State of Florida Department of Transportation for minor modifications to an existing project for a price not-to-exceed \$11,814.00; and providing for an effective date.

MEETING DATE
April 05, 2023

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: DOT Manhole and Valve Boxes Adjustment (Project ID 445434-1-52-01)

DEPT / OFFICE: Distribution & Collections

Originator: Brian Scott, Director of Distribution and Collections		
City Manager Paul Dyal	Department Director Brian Scott	Date 03-14-2023
Recommended Action: Council approval to pay the Department of Transportation from funds in account 410.78.536-060.63		
Summary Explanation & Background: The City of Lake City Distributions & Collection department is requesting funds to pay the Florida Department of Transportation (FDOT) \$11,814.00 for the FDOT Manhole and Valve Adjustment Project (ID 445434-1-52-01). The costs to be paid to FDOT reflect City of Lake City water/sewer valve box and manhole frame/cover tops vertical adjustments (includes lowering and/or raising existing, as required), this work will be included with the FDOT's construction project in Columbia County on SR 47 (US 441). These types of agreements between the City and FDOT are beneficial to the City as we have assets within FDOT work areas. Having this work completed by FDOT contractors alleviates the City from being held responsible for holding up FDOT contractors and delaying the project. These agreements also release the City from any liability within the project area as all work is performed under FDOT specifications/inspectors and no City staff is involved in the construction aspect.		
Alternatives: Have City staff do the work and run the risk of delaying FDOT's work schedule.		
Source of Funds: 410.78.536-060.63		
Financial Impact: \$11,814.00		
Exhibits Attached: UWHCA		

CITY COUNCIL RESOLUTION NO. 2023-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR MINOR MODIFICATIONS TO AN EXISTING PROJECT FOR A PRICE NOT-TO-EXCEED \$11,814.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) owns and maintains certain utility facilities which are located on the public road known as State Road Number 47; and

WHEREAS, the State of Florida, Department of Transportation (hereinafter the “FDOT”), is currently engaged in a project which involves constructing, reconstructing or otherwise changing a public road and other improvements, identified as 445434-1-52-01 (hereinafter the “Project”); and

WHEREAS, under the law of the State of Florida, the Utility Work must be performed at the sole cost and expense of the City; and

WHEREAS, FDOT has requested minor modifications to the Project, as specified in the *Utility Work by Highway Contractor Agreement* (hereinafter the “Agreement”), a copy of which is attached hereto as “Exhibit A”, for a price not-to-exceed eleven thousand, eighty hundred fourteen dollars and zero cents (\$11,814.00); and

WHEREAS, the City Council finds that accepting the terms and conditions of the Agreement is in the best interests of the City.

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

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

Section 2. The Mayor is hereby authorized to enter into the Utility Work by Highway Contractor Agreement.

Section 3. The Mayor and city administration are authorized to execute any

and all documentation relating to the Agreement.

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

PASSED AND ADOPTED at a meeting of the City Council on the ____ day of April 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

Financial Project ID: 445434-1-52-01	Federal Project ID: NA
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: Columbia	State Road No.: 47
District Document No: 01	
Utility Agency/Owner (UAO): City of Lake City	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "FDOT," and **City of Lake City**, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the **UAO** owns certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as 445434-1-52-01, State Road No. 47, hereinafter referred to as the "Project"; and

WHEREAS, the Project requires minor modifications to the Facilities or the **FDOT's** design more particularly described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "Utility Work," and full plans and technical specifications for the Utility Work are not required; and

WHEREAS, the **FDOT** will perform the Utility Work as part of the Project; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Performance of Utility Work

- a. The **FDOT** will include the Utility Work in its plans and specifications for the Project and will include the Utility Work as part of the **FDOT's** construction of the Project. The preparation of the plans and specifications and the construction of the Project will be performed in such manner as the **FDOT**, in its discretion, deemed appropriate.
- b. All location, protection, relocation, adjustment, or removal of the **UAO's** Facilities which is not listed in Exhibit A shall be performed pursuant to a separate agreement.

2. Cost of Utility Work

- a. The **UAO** will, at least 30 (days) calendar days prior to the date on which the **FDOT** advertises the Project for bids, pay the **FDOT** the amount of \$ 11,814 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

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- b. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above includes an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the Utility Work as set forth in Section 337.403(1)(b), Florida Statutes.
- c. Except for costs associated with any changes or additions to the Utility Work, the **FDOT** and the **UAO** agree that the deposit shall be an asset of the **FDOT** and that it constitutes a full and final lump sum payment for the cost of the Utility Work, without any requirement for a subsequent accounting for the use of the deposit.
- d. Pursuant to Section 337.403(1)(b), Florida Statutes, no changes or additions to the Utility Work will be made during the construction of the Project unless the **UAO** has made an additional deposit to cover the cost of the changes or additions. To the extent that the amount stated in Subparagraph 2.a. above exceeds the amount of the **FDOT contractor's** bid that applies to the Utility Work, such excess may be applied to cover the cost of the changes or additions. All changes or additions shall be subject to the limitations on supplemental agreements and change orders contained in Section 337.11(8), Florida Statutes.

3. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
 - (4) Pursue any other remedies legally available.
 - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
 - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Indemnification

FOR GOVERNMENT-OWNED UTILITIES:

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
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officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES:

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

5. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

6. Miscellaneous

- a. To the Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

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refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into other agreements for work not included in Exhibit A for Facilities located within the limits of the Project. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- e. Time is of essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

Stephen Witt, Mayor City of Lake City
205 N. Marion Ave. Lake City, FL 32055

If to the **FDOT**:

Todd Hunt, District Utility Administrator
1109 S. Marion Ave. Lake City, FL 32055

7. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You **MUST** signify by selecting or checking which of the following applies:

- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Lake City

BY: (Signature) _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

Recommend Approval by the District Utility Office

BY: (Signature) _____

DATE: _____

FDOT Legal review

BY: (Signature) _____

DATE: _____

District Counsel

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: (Signature) _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

FDOT PROJECT INFORMATION

Financial Project ID: 445434-1-52-01	Federal Project ID: NA
State Road Number: 47	County: Columbia
FDOT Plans Dated: 3-2-2023 Phase III	District Document No.: 01

UTILITY AGENCY/OWNER (UAO)

Utility Company: City of Lake City Water & Sewer			
UAO Project Rep: Brian Scott	Phone: 386-758-5456	E-mail: scottb@lcfla.com	
UAO Field Rep: Shelby Waldron	Phone: 386-758-5492	E-mail: waldronslcfla.com	

UTILITY SIGNATURE

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep. City of Lake City Date 3 / 23 / 2023
 Name Brian Scott
 Title Director of d/c

ENGINEER OF RECORD SIGNATURE

I attest this utility work schedule is compatible with the FDOT plans referenced above.

EOR. _____ Date ___ / ___ / ___
 Name _____
 Title _____

APPROVAL BY DISTRICT UTILITIES

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. _____ Date ___ / ___ / ___
 Name _____
 Title _____

SECTION A: SUMMARY OF UTILITY WORK

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: 0 Days during FDOT project construction: 0

Financial Project ID: 445434-1-52-01
Utility Company: City of Lake City Water & Sewer
FDOT Plans Dated: 3-2-2023 Phase III

SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS

after hours emergency number 386-623-0543

Definitions:

Locating: The use of test holes by vacuum excavation or comparable non-destructive equipment at critical point along a subsurface utility facility's path thus exposing the underground facility and allowing the precise measurements of the depth and horizontal position to be made.

Designating: Utilizing electromagnetic, magnetic, sonic, and other energy fields for determining the existence and approximate horizontal location of underground utility facilities. Underground facilities will be marked by stakes, flags, paint or other suitable materials in varying combinations dependent upon surface conditions using American Public Works Association Utility Location Coordination Council Color Codes.

Protect: Shall include, but not be limited to, permittee's use of an onsite representative during active construction operations. During excavation operations, Representative may be required to physically expose underground facilities, provide any necessary support to the Facilities, and/or cover aerial facilities as deemed necessary to aid construction.

Financial Project ID: 445434-1-52-01
 Utility Company: City of Lake City Water & Sewer
 FDOT Plans Dated: 3-2-2023 Phase III

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
1				ENGINEERING (DESIGN)			N/A	N/A
2				PERMITTING			N/A	N/A
3				MATERIAL PROCUREMENT			N/A	N/A
4	Manhole in roadway	109+09.34 LT 18.58'		Adjustment to be made by FDOT contractor per UWHCA			0	0
5	Water Valve in Roadway	109+42.52 LT 22.58'		Adjustment to be made by FDOT contractor per UWHCA			0	0
6	Water Valve in Roadway	109+78.46 RT 43.94'		Adjustment to be made by FDOT contractor per UWHCA			0	0
7	Water Valve in Sidewalk	148+53.65 LT 36.34'		Adjustment to be made by FDOT contractor per UWHCA			0	0
8	Manhole in roadway	156+47.87 RT 35.38'		Adjustment to be made by FDOT contractor per UWHCA			0	0

Financial Project ID: 445434-1-52-01
 Utility Company: City of Lake City Water & Sewer
 FDOT Plans Dated: 3-2-2023 Phase III

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
9	Manhole in roadway	157+89.59 LT 54.46'		Adjustment to be made by FDOT contractor per UWHCA			0	0
10	Sewer Valve in Sidewalk	168+91.11 LT 36.88'		Adjustment to be made by FDOT contractor per UWHCA			0	0
				END OF SCHEDULE				

File Attachments for Item:

9. City Council Resolution No. 2023-039 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Anderson Columbia Co., Inc., for the milling and resurfacing of NE Patterson Avenue from W Duval Street to CR 100A at a cost not to exceed \$543,099.05.

MEETING DATE

CITY OF LAKE CITY Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Patterson Avenue Resurfacing

DEPT / OFFICE: Public Works

Originator: Dee Johnson		
City Manager Paul Dyal	Department Director Steve Brown	Date 3/23/2023
Recommended Action: Award sole bidder, Anderson Columbia Inc. contract for ITB-001-2023 Patterson Avenue Resurfacing		
Summary Explanation & Background: City of Lake City was awarded \$622,620.00 through a SCOP grant with Florida Department of Transportation for Patterson Avenue resurfacing. Anderson Columbia Inc. was the sole bidder for ITB-001-2023 for a cost of \$543,099.05 for construction.		
Alternatives: Not award contract		
Source of Funds: FL. Department of Transportation SCOP Grant 443691-1-54-01		
Financial Impact: None		
Exhibits Attached: ITB-001-2023 Solicitation, Patterson Avenue Plans, Anderson Columbia Inc. Proposal, Notice of Award, Standard General Conditions, Construction Contract		

INVITATION TO BID
001-2023
NE PATTERSON AVENUE RESURFACING

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

RELEASE DATE: November 13, 2022

DEADLINE FOR QUESTIONS: December 5, 2022

RESPONSE DEADLINE: December 13, 2022, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
INVITATION TO BID
NE Patterson Avenue Resurfacing

I. Introduction.....

II. Instruction To Bidders.....

III. Scope of Work and Related Requirements.....

IV. General Terms and Conditions.....

V. Pricing Proposal

VI. Vendor Questionnaire.....

Attachments:

A - NE PATTERSON AVE PLANS_10-5-22 S&S

B - ITB-001-2023 NE Patterson Avenue- City of Lake City Bid Package

1. INTRODUCTION

1.1. Summary

INVITATION TO BID

001-2023

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, December 13, 2022 at 2:00 pm, local time through the City's e-Procurement Portal, ProcureNow. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:01 in the OpenGov system at which time all bids will be publicly opened and available to any who are following the:

NE Patterson Avenue Resurfacing

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

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

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Monday, December 5, 2022 at 5:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of ninety (90) days following the opening of the responses.

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

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

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

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

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

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

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

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

CITY OF LAKE CITY, FLORIDA

Paul Dyal

City Manager

1.2. [Contact Information](#)

Karen Nelmes

Procurement Director

205 N. Marion Ave

Lake City, FL 32055

Email: nelmesk@lcfla.com

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

Department:
Procurement

1.3. [Timeline](#)

Release Project Date	November 13, 2022
Question Submission Deadline	December 5, 2022, 5:00pm
Question Response Deadline	December 6, 2022, 5:00pm
Proposal Submission Deadline	December 13, 2022, 2:00pm

2. INSTRUCTION TO BIDDERS

2.1. Overview

The City of Lake City is accepting bids for The project involves the milling and resurfacing of NE Patterson Avenue from W Duval Street to CR 100A. Items of work include but are not limited to milling, asphalt paving, grassing, signs, and pavement markings.

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

2.2. Pre-Bid Meeting

There will be no pre-bid meeting associated with this project.

2.3. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, ProcureNow, no later than Tuesday, December 13, 2022 at 2:00 pm. Late proposals shall not be accepted.

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

2.4. Questions

All questions related to this ITB shall be submitted in writing via the ProcureNow Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Tuesday, December 6, 2022 by 5:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

2.5. Addenda

- A. The Procurement Department may issue an addendum in response to any inquiry received, prior to the deadline for questions which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. Bidders will be notified by email when an any addendum are issued.
- B. It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to Acknowledge receipt of the addenda in the OpenGov system. Failure to acknowledge each addendum in the OpenGov system will prevent your bid from being submitted.

2.6. [Contents of Solicitation and Bidders Responsibilities](#)

It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City or the amount to be paid to the vendor.

3. SCOPE OF WORK AND RELATED REQUIREMENTS

3.1. [General Scope of Work](#)

Please see attached Scope of Work and Plans

3.2. [Specifications](#)

See Attachments

4. GENERAL TERMS AND CONDITIONS

4.1. Definitions

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Invitation to Bid that if accepted would bind the Contractor to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation and must be the party entering into the Agreement with the City; also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **Contract:**The Agreement to provide the goods or perform the services set forth in this solicitation.
 - 1.4.1. **Purchase of Goods-** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specified incorporated and a City purchase order.
 - 1.4.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.5. **Contractor:**The vendor to whom award has been made.
- 1.6. **City:** Shall refer to City of Lake City, Florida.
- 1.7. **Required Bid Bonds –** Bidder is required to send in their bid bonds (if applicable) by the due date and time of the solicitation.
- 1.8. **Invitation to Bid (ITB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective bidders and to solicit bid responses from them.
- 1.9. **Language:** The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.
- 1.10. **Owner:** Shall refer to City of Lake City, Florida.
- 1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.13. **Responsive:** Refers to a Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB. Their bid, offer or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or submittals from Bidders.

4.2. Qualifications of Respondents

The City of Lake City reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

- A. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- B. Any Bidder may be required to show to the complete satisfaction of the City of Lake City that he/she has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- C. Bidder must possess any and all required licenses to perform and complete the work necessary in this project. The Bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.
- D. All contractors must be pre-qualified with FDOT in flexible paving.

4.3. Award

Award may be made to the Bidder which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

4.4. Assignment

The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

4.5. Basis for Bidding

The total amount bid shall be based on quantities, unit prices and/or lump sum(s) according to the " Pricing Table" provided. Any quantities shown in the Pricing Table are estimates for the purpose of arriving at a total bid price for comparison of Bid Responses.

A Bidders bid prices shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence and the Procurement Department shall make and note the correction on the Final Bid Tabulation.

4.6. Bidder Eligibility

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:

- 6.1. Have NO delinquent indebtedness to the City of Lake City or other federal, state, or local agencies;
- 6.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
- 6.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
- 6.4. Be able to comply with the required or proposed delivery or performance schedule;
- 6.5. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
- 6.6. Have a satisfactory record of integrity and business ethics;
- 6.7. Be properly licensed by the appropriate regulatory agency for the work to be performed;
- 6.8. Not have any previous or current investigations, regardless of disposition or outcome, by the regulatory agency responsible for licensing Contractors; and
- 6.9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.7. Cancellation of Solicitation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

4.8. Changing of Forms

If the City discovers any bid forms submitted by a bidder in response to this solicitation have been altered the City may, at its discretion, disqualify the Bidder and not consider their bid for award.

4.9. Tax Exempt

The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide a tax exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with

the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

4.10. Collusion Among Firms

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

4.11. Conflict of Interest

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Lake City. Further, all respondents must disclose the name of any City of Lake City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidders firm or any of its branches.

4.12. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Supplemental Terms & Conditions the Statement of Work, the Schedule of Bid Items, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items, the Statement of Work, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.

4.13. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

4.14. Cost of Preparing Bid Response

All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Lake City shall not reimburse any Bidder for any such costs.

4.15. Execution of Contract

The Contractor to whom the City intends to award a Contract will be required to execute an Agreement within ten (10) days from the date of the Notice of Recommendation for Award, and deliver these executed instruments as instructed to the City of Lake City Procurement Department.

4.16. Interpretation of Contract Documents

Each Bidder shall thoroughly examine the Forms Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation to the Procurement Department at 205 N. Marion Ave., Lake City, FL 32055 or by email to procurement@lcfla.com. Your notification should be done immediately, but in not case no later than **seven (7) business days** before the due date and time.

The City shall not be responsible for oral interpretation given by any City representative, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Representative to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Lake City in accordance with the specifications.

4.17. Liability

The Contractor shall hold and save the City of Lake City, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.

4.18. Notice to Proceed

Following contract award the City shall schedule with Contractor a pre-construction meeting. At that meeting the parties will mutually agree on a projects start date which will be used as the Notice to Proceed date. The City shall provide the Notice to Proceed (NTP) to the Contractor. Contractor shall sign NTP acknowledging receipt and agreeing to the dates. The performance period will be defined in the NTP using the NTP date with the days stated in the Time of Completion paragraph of the Contract Documents.

4.19. Price Bid

The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.

4.20. Protests

Protests can only be made by Interested Parties. Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific

reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

4.21. Public Entity Crime

Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

4.22. Public Record

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

4.23. Insurance

- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- D. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

4.24. Indemnity

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

4.25. Liquidated Damages

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$300.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

4.26. Schedule

- A. Upon receipt of all required documents a Notice to Proceed will be issued.

- B. The successful Contractor must complete all work within 63 calendar days after delivery of equipment.

4.27. Special Conditions

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

4.28. Payment

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

4.29. Or Equal

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

4.30. Experience/References

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

4.31. Change Orders

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

- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

4.32. Addendum

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

4.33. Required Documents

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

4.34. Employment Eligibility Verification (E-Verify)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

4.35. Payment And Performance Bonds

Please see bid package.

4.36. Additional Information

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

5. PRICING PROPOSAL

NE PATTERSON AVE - MAIN BID

The undersigned as bidder, hereby declares that he has examined the contract documents and informed himself fully in regard to all conditions pertaining to the work to be done; that he has examined the specifications for the work and other contract documents relative thereto; and that he has satisfied himself relative to the work to be performed. The bidder agrees, if this bid is accepted, to contract with the City of Lake City, City Council to furnish everything necessary to complete the work covered by this bid and other contract documents for the City of Lake City, City Council. The contractor assumes full responsibility for all quantities used in his/her bid. The contractor shall coordinate the construction will all proposed utilities on site.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Erosion Control	1	LS		
4	Clearing & Grubbing	1	LS		
5	Optional Base Group 8	125	SY		
6	Turnout Construction/Driveway Base-Optional Materials	120	SY		
7	Milling Existing Asphalt Pavement, 1 1/2" Avg. Depth	11,387	SY		
8	Superpave Asphalt Concrete, Traffic B	964	TN		
9	Manhole, Adjust	8	EA		
10	Manhole, Adjust, Utilities	3	EA		
11	Detectable Warnings	79	SF		
12	Performance Turf, Seed & Mulch	1,247	SY		
13	Performance Turf, Sod	1,657	SY		
14	Single Post Sign (Less than 12 SF)	29	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	Single Post Sign Remove	29	EA		
16	Retro Reflective Pavement Markers	180	EA		
17	Painted Pavement Markings	1	LS		
18	Thermoplastic, Standard, White, Solid, 12" For Crosswalk	403	LF		
19	Thermoplastic, Standard, White, Solid, 24" for Stop Line	238	LF		
20	Thermoplastic, Standard, White, Message or Symbol	2	EA		
21	Thermoplastic, Preformed, 12" White On Asphalt Pavement, Railroad Dynamic Envelope	80	LF		
22	Thermoplastic, Standard-Other Surfaces White, Solid 6"	1.51	GM		
23	Thermoplastic, Standard-Other Surfaces, Yellow, Solid 6"	1.33	GM		
TOTAL					

NE PATTERSON AVE. - BID OPTION A

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Clearing & Grubbing	1	LS		
2	Removal of Existing Concrete	51	SY		
3	Optional Base Group 4	108	SY		
4	Superpave Asphalt Concrete, Traffic B	15	TN		
5	Manhole, Adjust, Utilities	1	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	Concrete Curb & Gutter Type F	50	LF		
7	Concrete Sidewalk and Driveways, 4" Thick	13	SY		
8	Detectable Warning	20	SF		
9	Painted Pavement Markings	1	LS		
10	Thermoplastic, Standard, White, Solid, 12" For Crosswalk	50	LF		
11	Thermoplastic, Standard, White, Solid, 24" for Stop Line	10	LF		
12	Thermoplastic, Standard-Other Surfaces Yellow, Solid, 6"	0.01	GM		
TOTAL					

6. **VENDOR QUESTIONNAIRE**

6.1. Title and Organization*

Please provide your title and organization's name.

*Response required

6.2. Local Office*

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

*Response required

6.3. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.4. E-Verify Affirmation Statement*

001-2023-NE Patterson Avenue Resurfacing

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Please confirm

*Response required

6.5. Clarifications and Exceptions*

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

*Response required

6.6. Federal Identification No. (FEID)*

Please provide your FEIN number here.

*Response required

6.7. [Please upload all required documents here*](#)

*Response required

CONTRACT PLANS COMPONENTS
ROADWAY PLANS
SIGNING AND PAVEMENT MARKINGS

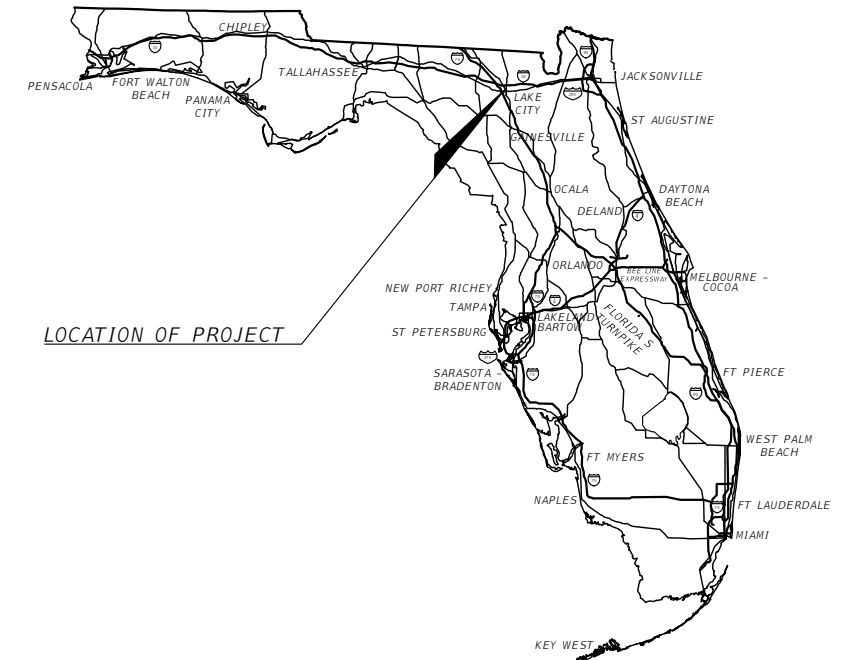
CONTRACT PLANS

NE PATTERSON AVENUE

FINANCIAL PROJECT ID 443691-1-54-01
NFPS PROJECT ID L211104CLC

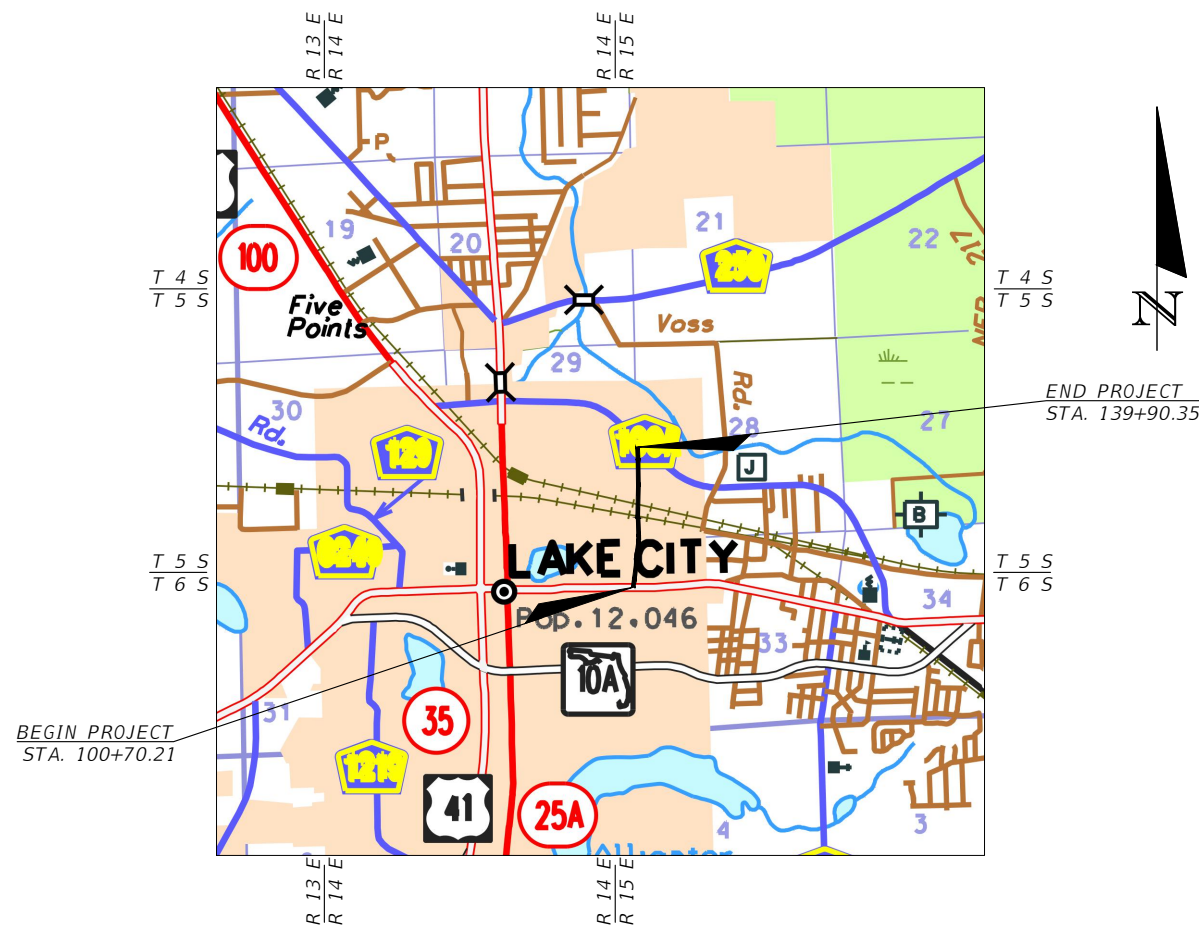
LAKE CITY, FLORIDA

ROADWAY PLANS



INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3 - 4	TYPICAL SECTION
5	TURNOUT DETAILS
6	GENERAL NOTES
7 - 9	ROADWAY PLAN SHEETS
10 - 11	ROADWAY PLAN PROFILE SHEETS
12	TEMPORARY TRAFFIC CONTROL PLANS
SQ-1 - SQ-2	SUMMARY OF QUANTITIES



0.74 MILES

THESE PLANS WERE PREPARED
FOR THE CITY OF LAKE CITY.

ROADWAY PLANS
ENGINEER OF RECORD:

GREGORY G. BAILEY
P.E. NO.: 43858
NORTH FLORIDA PROFESSIONAL SERVICES, INC.
P.O. BOX 3823
LAKE CITY, FLORIDA 32056
CERTIFICATE OF AUTHORIZATION NO.: 29011

GOVERNING CRITERIA:
Florida Department of Transportation; Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (2018 Edition)

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2020-21 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (Irs).

Standard Plans for Road Construction and associated Irs are available at the following website:

<http://www.fdot.gov/design/Standardplans.shtm>

APPLICABLE IRs:

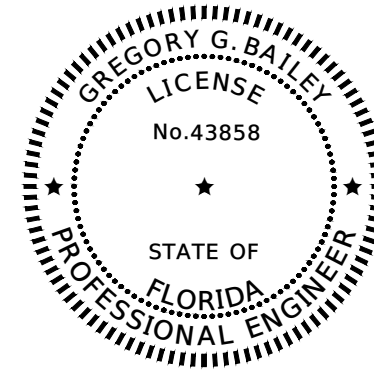
Standard Plans for Bridge Construction are included in the Structures Plans Component.

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, July, 2020 Standard Specifications for Road and Bridge Construction are available at the following website:

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

FISCAL YEAR	SHEET NO.
22	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED IN THE ELECTRONIC DOCUMENTS.

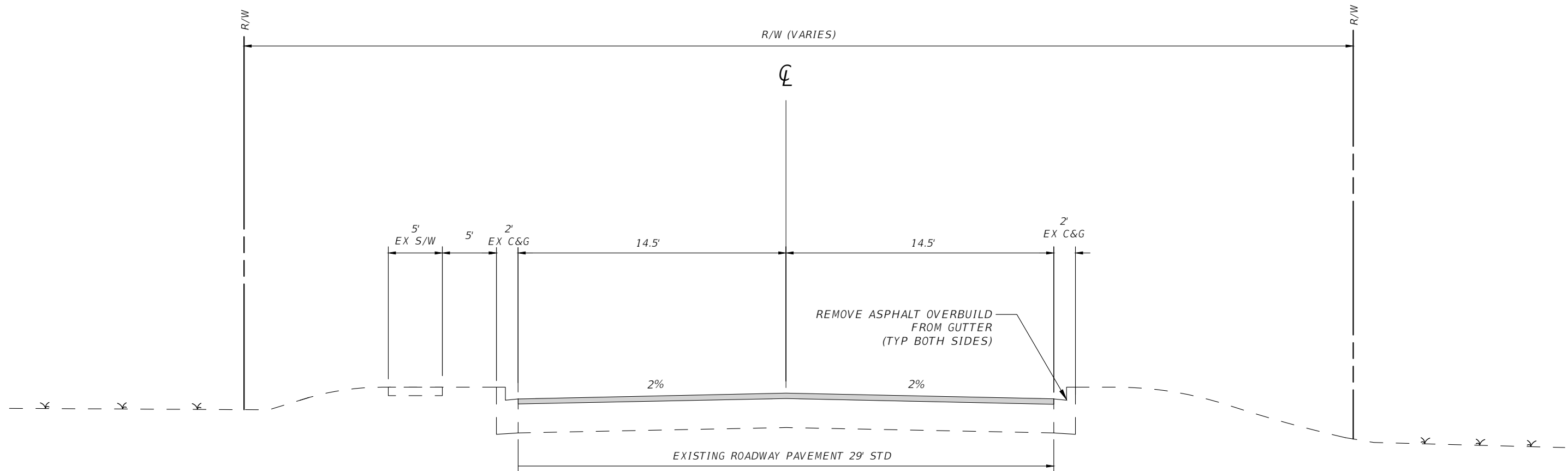
NORTH FLORIDA PROFESSIONAL SERVICES INC.
 P.O. BOX 3823
 LAKE CITY, FL 32056
 CERTIFICATE OF AUTHORIZATION: 29011
 GREGORY G. BAILEY, P.E. NO. 43858

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
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SQ-1 - SQ-2	SUMMARY OF QUANTITIES

REVISIONS				GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		2
					NE PATTERSON AVENUE	COLUMBIA	443691-1-54-01		



TYPICAL SECTION #1

DESIGN SPEED = 35 MPH
 STA. 100+70.21 TO 119+69.52

MILLING

MILL 1.5" AT EXISTING CROSS SLOPE

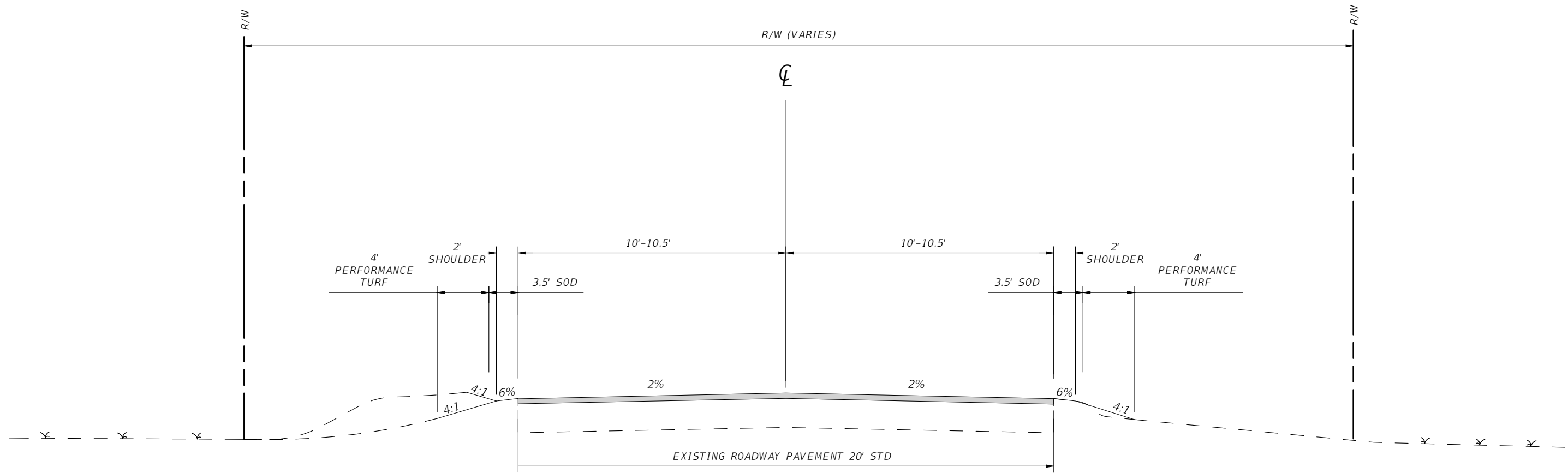
RESURFACING

TYPE SP 9.5 STRUCTURAL COURSE (TL-B) (1.5")

NOTES

1. TYPICAL SECTION 1: AADT = 1700, CLEAR ZONE = 4 FT

DATE	DESCRIPTION	DATE	DESCRIPTION	GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			TYPICAL SECTION SHEET NO. 3
					ROAD NO. WE PATTERSON AVENUE	COUNTY COLUMBIA	FINANCIAL PROJECT ID 443691-1-54-01	



TYPICAL SECTION #2

DESIGN SPEED = 30 MPH
 STA. 119+74.35 TO 120+15.65
 STA. 120+20.48 TO 139+90.35

NOTES

1. TYPICAL SECTION 2: AADT = 1700, CLEAR ZONE = 6 FT

MILLING

MILL 1.5" DEPTH AT EXISTING CROSS SLOPE

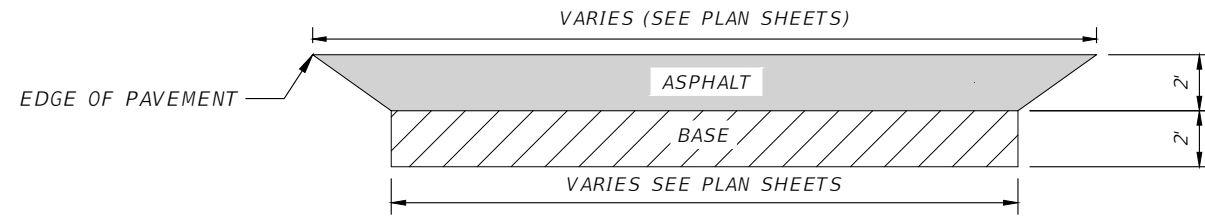
RESURFACING

TYPE SP 9.5 STRUCTURAL COURSE (TL-B) (1.5")

DATE	DESCRIPTION	DATE	DESCRIPTION

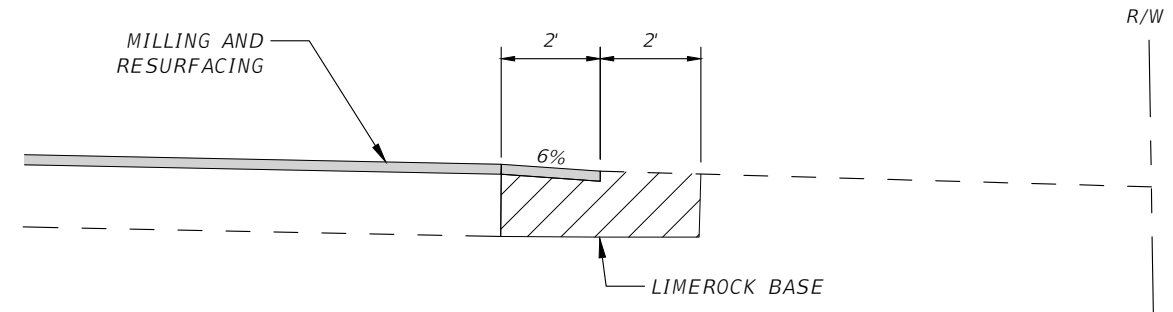
GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011		CITY OF LAKE CITY		SHEET NO. 4
ROAD NO. WE PATTERSON AVENUE	COUNTY COLUMBIA	FINANCIAL PROJECT ID 443691-1-54-01		

TYPICAL SECTION



PLAN VIEW

6" LIMEROCK BASE WITH
TYPE SP STRUCTURAL COURSE (TL-B) 1.5"

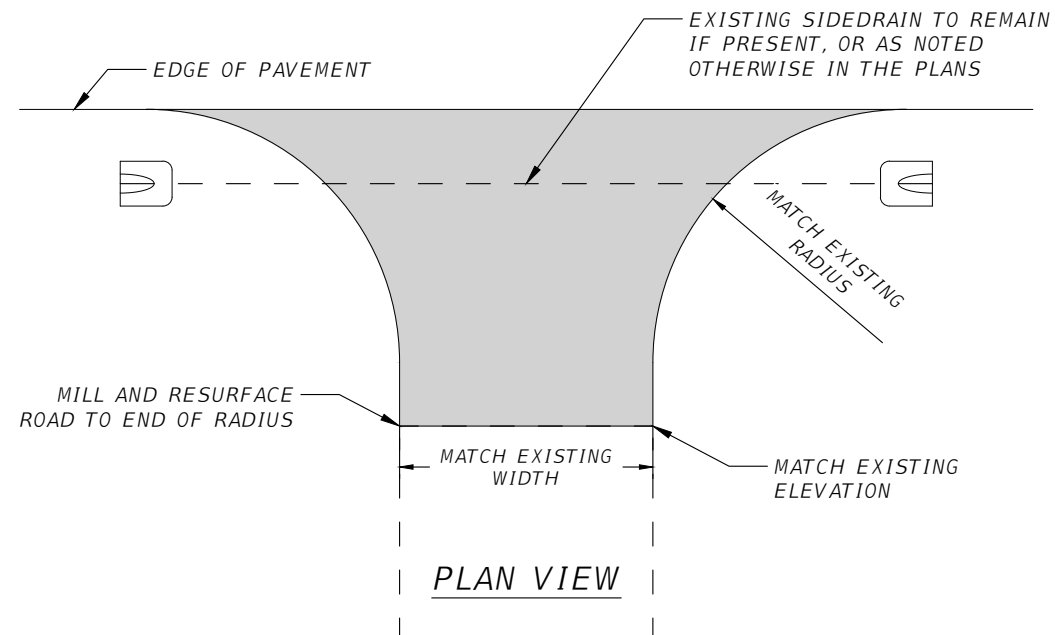


SECTION VIEW

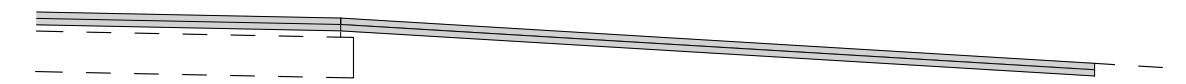
NOTES

1. IF EXISTING GROUND ELEVATIONS RESULT IN A TURNOUT GRADE THAT EXCEEDS 6%, HOLD THE 6% GRADE FOR 6' THEN BUILD A WEDGE CONNECTION WITH LIMEROCK OR RAP MATERIAL.
2. ALL MATERIAL AND WORK DONE TO COMPLETE TURNOUT IS TO BE PAID FOR UNDER TURNOUT CONSTRUCTION. (EXCEPT THE ASPHALT PAVEMENT)

1
5 PRIVATE TURNOUT FOR EX. UNPAVED DRIVEWAYS
SCALE: N.T.S.



PLAN VIEW



SECTION VIEW

NOTES

1. MILLING WILL BE PAID FOR UNDER 327-70-6.
2. ASPHALT WILL BE PAID FOR UNDER 334-1-12.

MILL 1.5" AND RESURFACE WITH
TYPE SP STRUCTURAL COURSE (TL-B) 1.5"

2
5 PAVED TURNOUT TO EX. PAVED ROADS
SCALE: N.T.S.

REVISIONS				GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			TURNOUT DETAILS	SHEET NO. 5
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					NE PATTERSON AVENUE	COLUMBIA	443691-1-54-01		

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE JOB SITE TO INSURE THAT ALL NEW WORK WILL FIT IN THE MANNER INTENDED ON THE PLANS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF SUCH DIFFERENCES IMMEDIATELY AND PRIOR TO PROCEEDING WITH THE WORK.
2. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION SITE IN A SECURE MANNER. ALL OPEN TRENCHES AND EXCAVATED AREAS SHALL BE PROTECTED FROM ACCESS BY THE GENERAL PUBLIC.
3. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE ENGINEER.
4. THE SITE IS LOCATED IN SECTION 29.32 TOWNSHIP 3 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.
5. THE CONTRACTOR SHALL IMPLEMENT ALL COMPONENTS OF THE EROSION AND SEDIMENTATION CONTROL PLAN PRIOR TO ANY EARTH DISTURBING ACTIVITIES. ALL COMPONENTS SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL ALL VEGETATION IS ESTABLISHED, THE ENTIRE PROJECT AREA IS STABILIZED AND THE OWNER HAS ACCEPTED OPERATION AND MAINTENANCE.
6. ALL DISTURBED AREAS NOT SODDED SHALL BE SEEDED WITH A MIXTURE OF LONG-TERM VEGETATION AND QUICK GROWING SHORT-TERM VEGETATION FOR THE FOLLOWING CONDITIONS. FOR THE MONTHS FROM SEPTEMBER THROUGH MARCH, THE MIX SHALL CONSIST OF 70 POUNDS PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF WINTER RYE. FOR THE MONTHS OF APRIL THROUGH AUGUST, THE MIX SHALL CONSIST OF 70 PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF MILLET.
7. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT AREAS. CONTRACTOR SHALL CONTACT 811 OR 1-800-432-4770 AT LEAST 2 BUSINESS DAYS BEFORE BEGINNING CONSTRUCTION.
8. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS WITHIN PROJECT AREA.
9. IF UNSUITABLE MATERIAL IS ENCOUNTERED DURING GRADING, CONTRACTOR SHALL REMOVE UNSUITABLE MATERIAL TO A DEPTH OF 24" BELOW FINISHED GRADE WITHIN THE CONSTRUCTION LIMITS.
10. THE CONTRACTOR SHALL NOTIFY THE CITY AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
11. NO WORK SHALL BE PERFORMED ON SUNDAY OR COUNTY RECOGNIZED HOLIDAY WITHOUT A WRITTEN APPROVAL FROM THE COUNTY ADMINISTRATOR.
12. THE CONTRACTOR SHALL SUBMIT A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM NOTICE OF INTENT ALONG WITH SUPPORTING DOCUMENTATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMIT FEES.
13. CONTRACTOR SHALL MAINTAIN MAILBOXES DURING CONSTRUCTION. MAILBOXES SHALL BE RELOCATED AS NECESSARY.
14. THE ALIGNMENT AND STATIONING USED IN THESE PLANS IS BASED ON A BEST-FIT LINE OF THE EXISTING CENTER OF PAVEMENT, USING DIGITIZED AERIALS. THE ALIGNMENT IS FOR ESTABLISHING RELATIVE LOCATION REFERENCE ONLY.
15. CONTRACTOR SHALL SUBMIT ANY REQUIRED SHOP DRAWINGS TO THE ENGINEER FOR REVIEW PRIOR TO ORDERING.

16. MILLED ASPHALT MATERIAL SHALL BECOME THE PROPERTY OF THE CITY, LOCATION OF MILLINGS TO BE DETERMINED WITHIN CITY LIMITS. CONTRACTOR SHALL TRANSPORT MILLING MATERIAL TO THE CITIES YARD LOCATED AT THE FOLLOWING ADDRESS:

180 NE GUM SWAMP RD
LAKE CITY, FL 32055

CONTACT JUNIOR BULLARD AT 386-984-6668 FOR COORDINATING PLACEMENT AT STOCKPILE SITE.

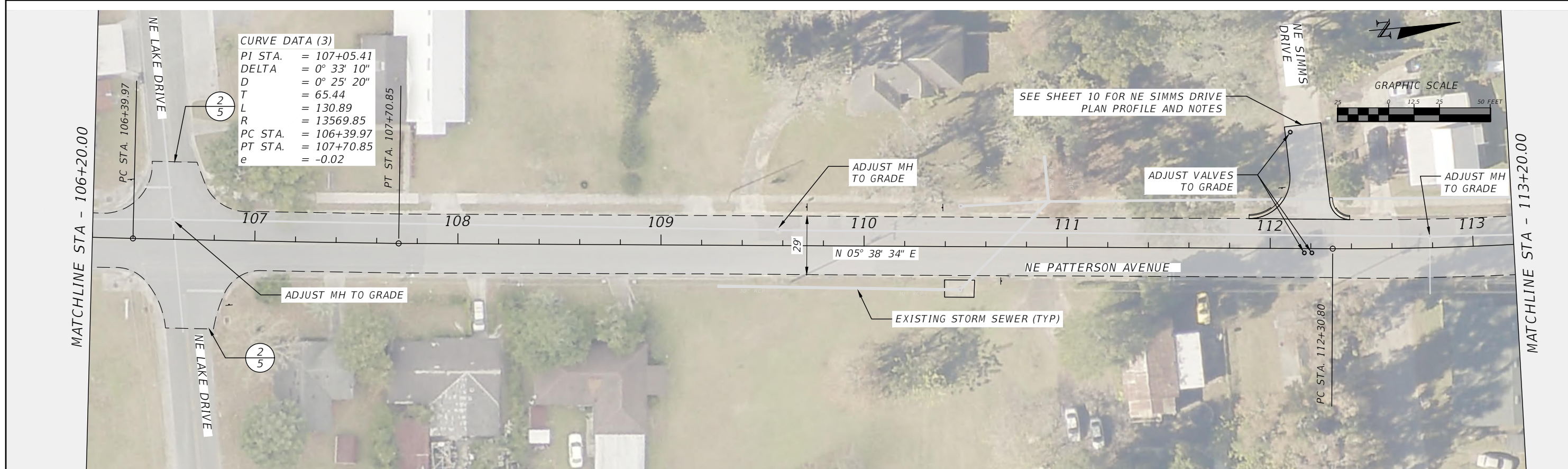
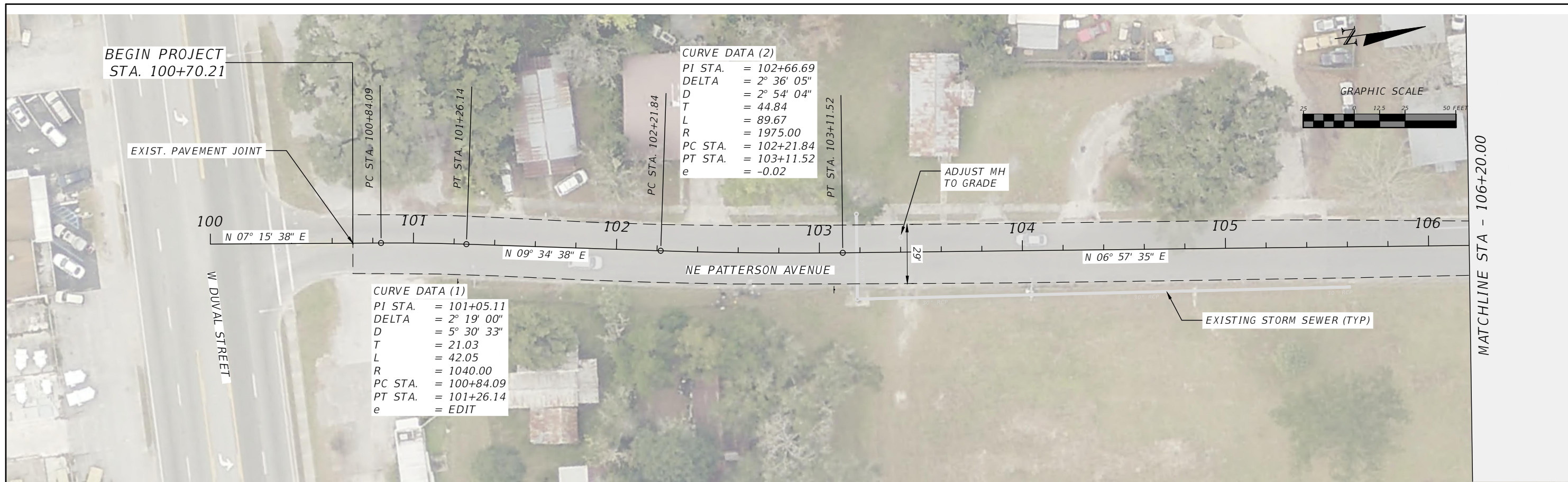
UTILITIES CONTACT INFORMATION

Name	Contact	Phone	Email
AT&T	P K Patel	904-727-1568	pp5963@att.com
	FYI	904-699-4976	rmarino@pea-inc.com
Century Link	Jimmy Young FYI	352-303-2430	jimmyyoung@lumens.net Xan.Rypkema@centurylink.com
Comcast cable	Larry Payne	904-380-6331 904-738-0685	larry_payne@cable.comcast.com
Crown Castle	Danny Haskett	786-610-7073 786-246-7827	danny.haskett@crowncastle.com
FPL	Robert Haddock	904-225-3003 904-753-1215	robert.e.haddock@fpl.com
Hargray of FL Inc	Ed Harding	904-264-3036 904-642-9934	Edward.Harding@htchgray.com
LC Nat Gas	Steve Brown	386-758-5405	Browns@lcfla.com
LC Pub works	Brian Scott	386-758-5456 386-623-0543	scottb@lcfa.com
Lake City Utilities	Thomas Henry	386-758-5425	henryt@lcfla.com
MCI	email only		ASGInvestigationsteam@ASGINC.US
Sprint	Steve Thompson	803-403-8515 678-852-2726	steve.r.thompson@sprint.com
Windstream	email David Jordan	386-364-2493 386-208-9965	wci.osp.permits@windstream.com david.jordan@windstream.com

PAY ITEM NOTES

- 0102010000 - MAINTENANCE OF TRAFFIC - INCLUDES ALL ELEMENTS REQUIRED FOR THE TRAFFIC CONTROL PLAN, CONSTRUCTION STAKEOUT, AND INCLUDES TEMPORARY CENTERLINE DELINEATION, STOP BARS PLACED AT ALL NON-WORKING TIMES AND THE COST OF SECURING RR INSURANCE AND FLAGGING AGREEMENT WITH FLORIDA GULF & ATLANTIC RR AND NORFOLK SOUTHERN.
- 0104010030 - SEDIMENT BARRIER - INCLUDES SYNTHETIC BALES, STAKED SILT FENCE, AND OTHER ITEMS NECESSARY TO MINIMIZE EROSION AND PREVENT SEDIMENT FROM LEAVING THE PROJECT LIMITS AND/OR ENTERING INLETS & CULVERTS. QUANTITY IS ESTIMATED, AND WILL ONLY BE PLACED AT DIRECTION OF ENGINEER.
- 0110010100 - CLEARING & GRUBBING - INCLUDES REMOVAL OF ALL PAVEMENT, PIPE, INCLUDING ALL UTILITY EASEMENTS, AND VEGETATION, OR ANY OTHER DEMOLITION REQUIRED FOR THE PROJECT.
- 0286010000 - TURNOUT CONSTRUCTION - INCLUDES THE EXCAVATION, COMPACTION OF SUBGRADE, BASE MATERIAL, BASE CONSTRUCTION, NOT INCLUDING THE ASPHALT PAVEMENT FOR ALL TURNOUTS.
- 0570010100 - PERFORMANCE TURF - INCLUDES DRESSING SHOULDERS; AND ALL SEED AND MULCHING REQUIRED FOR PROJECT. CONTRACTOR SHALL MAINTAIN ANY AREAS OF EROSION. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AS NEEDED.
- 0700001011 - SINGLE POST SIGN, F&I LESS THAN 12 SF - INCLUDES FURNISHING AND INSTALLING OF TWO STREET NAME PANELS FOR EACH R1-1 STOP SIGN LOCATION.
- 0710090000 - PAINTED PAVEMENT MARKINGS - ALL PERMANENT PAINTED PAVEMENT MARKINGS SHALL RECEIVE TWO APPLICATIONS OF PAINT: THE FIRST APPLICATION SHALL OCCUR AS SOON AS POSSIBLE AFTER THE FINAL SURFACE IS PLACED AND THE FINAL THERMOPLASTIC APPLICATION SHALL BE PLACED 14 DAYS LATER.

REVISIONS				GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. 6
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NE PATTERSON AVENUE	COLUMBIA	443691-1-54-01	



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

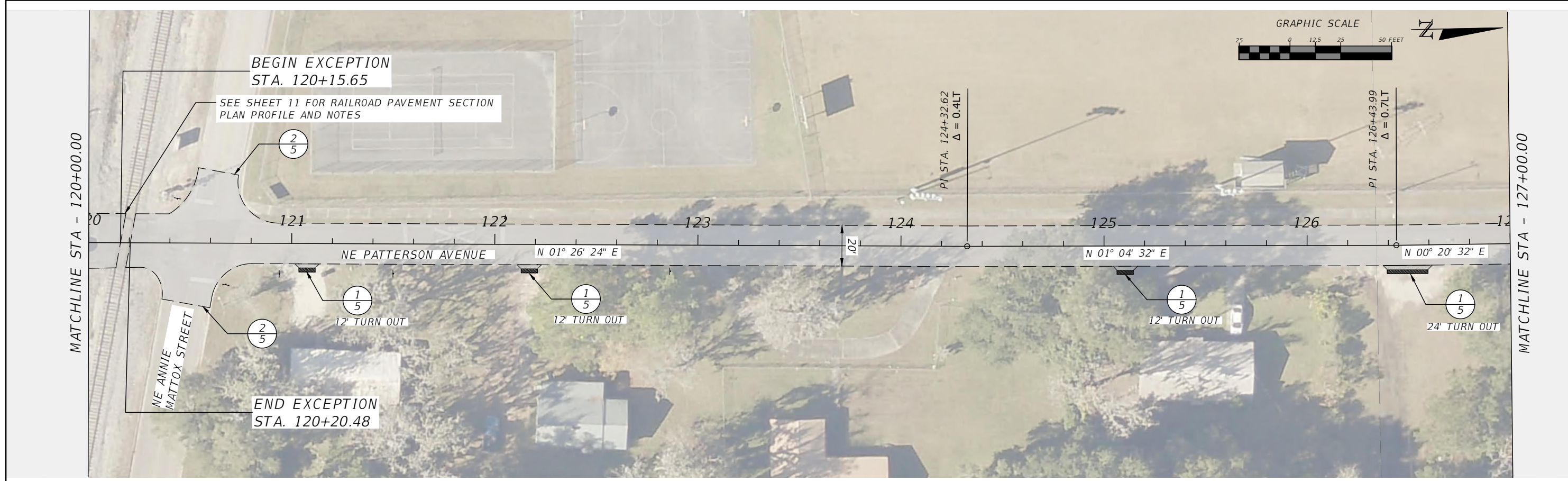
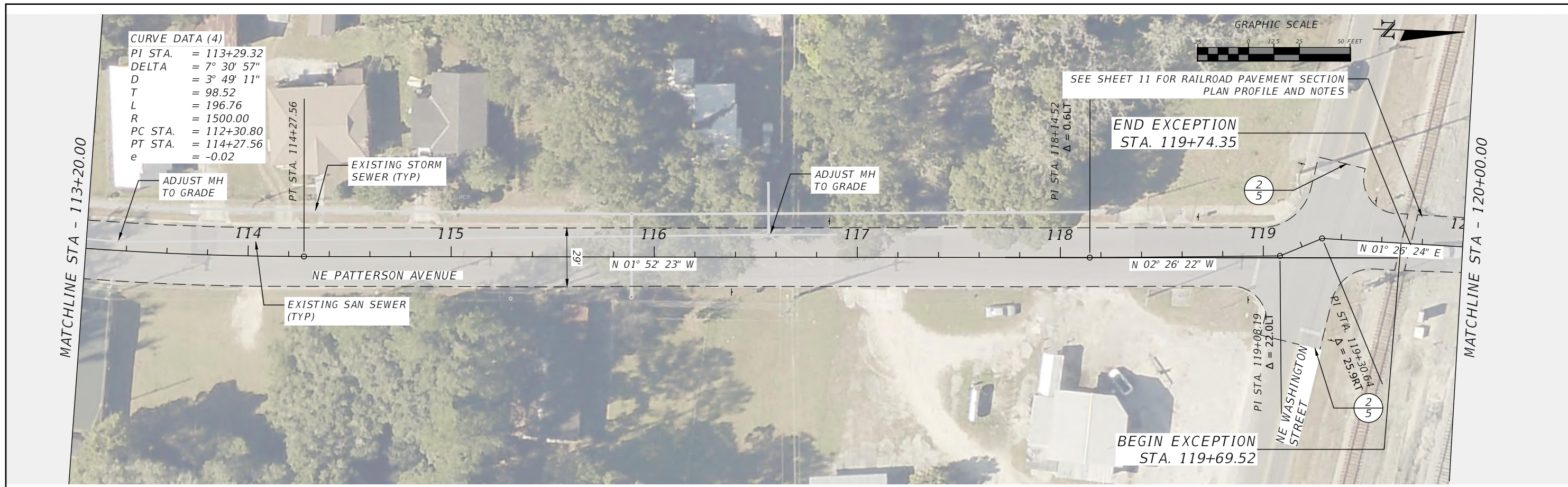
GREGORY G. BAILEY
P.E. LICENSE NUMBER 43858
NFPS
P.O. BOX 3823
LAKE CITY, FLORIDA 32056
CERTIFICATE OF AUTHORIZATION 29011

CITY OF LAKE CITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NE PATTERSON AVENUE	COLUMBIA	443691-1-54-01

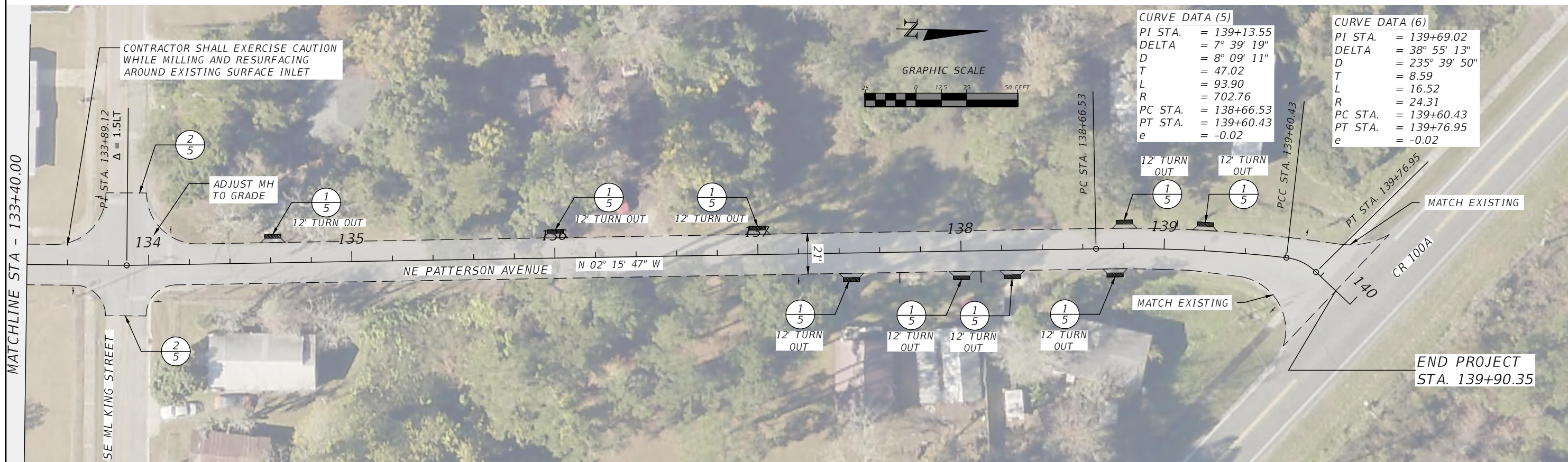
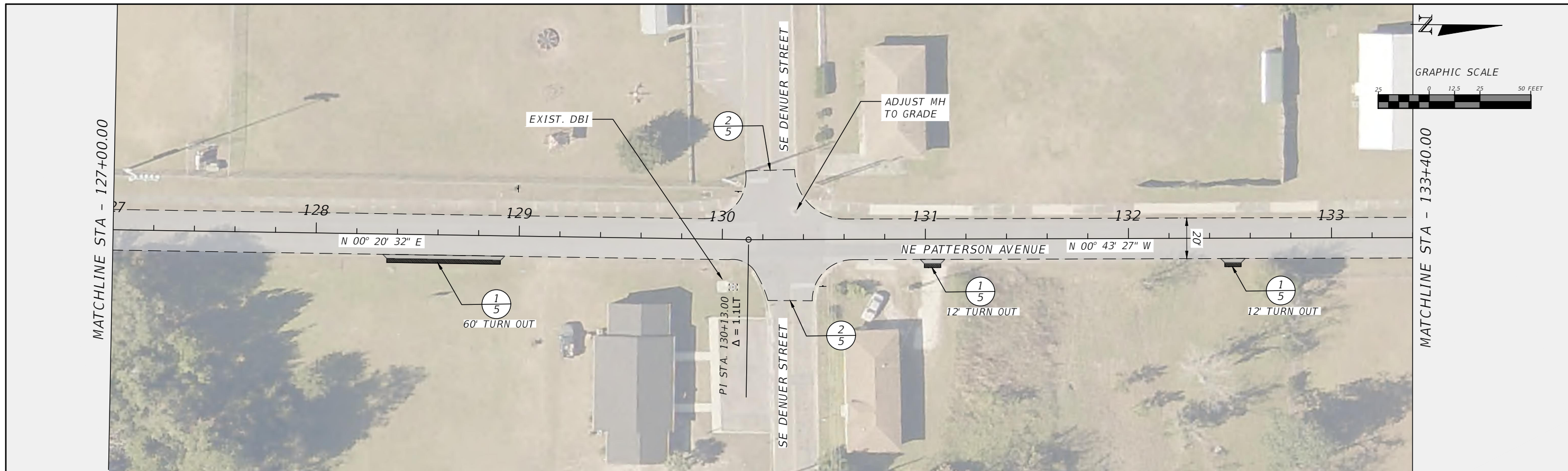
ROADWAY PLAN SHEET

SHEET NO.
7

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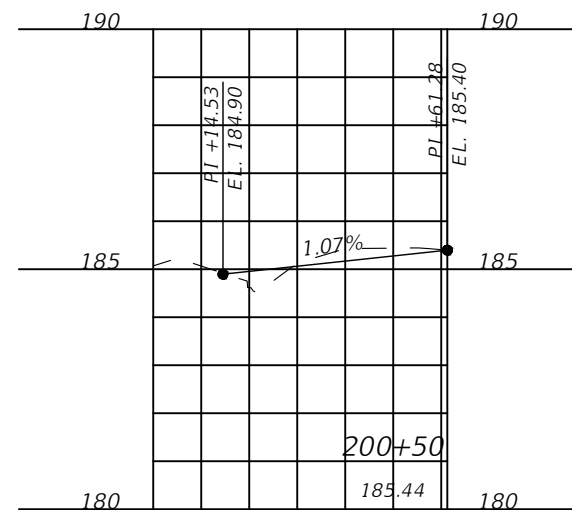
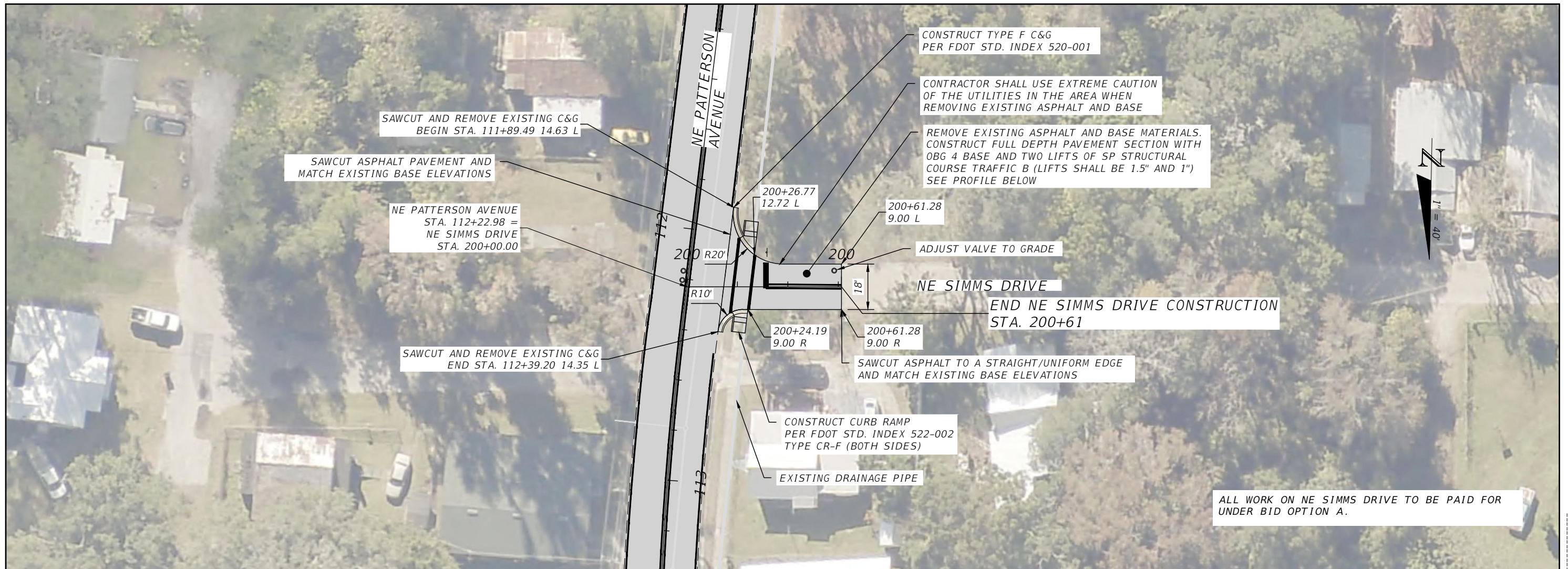


REVISIONS				GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			ROADWAY PLAN SHEET	SHEET NO. 8
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					NE PATTERSON AVENUE	COLUMBIA	443691-1-54-01		135



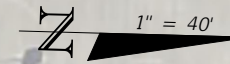
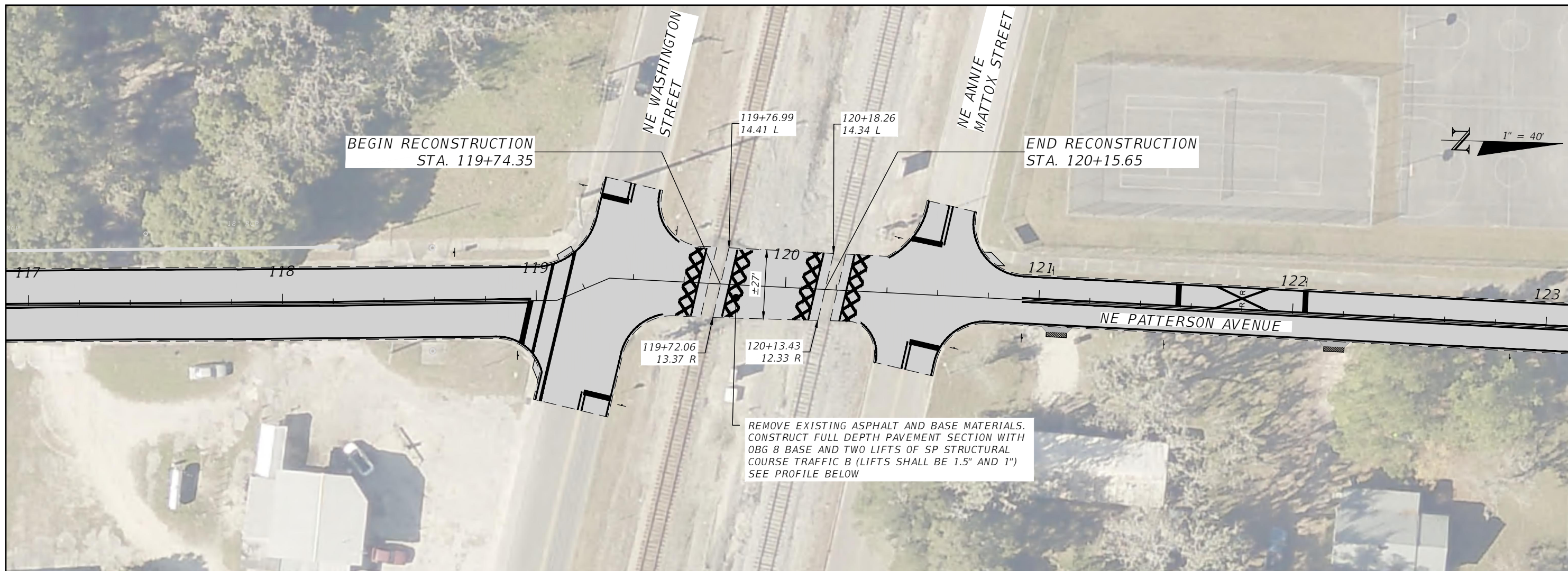
REVISIONS				GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			ROADWAY PLAN SHEET	SHEET NO. 9
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					NE PATTERSON AVENUE	COLUMBIA	443691-1-54-01		136

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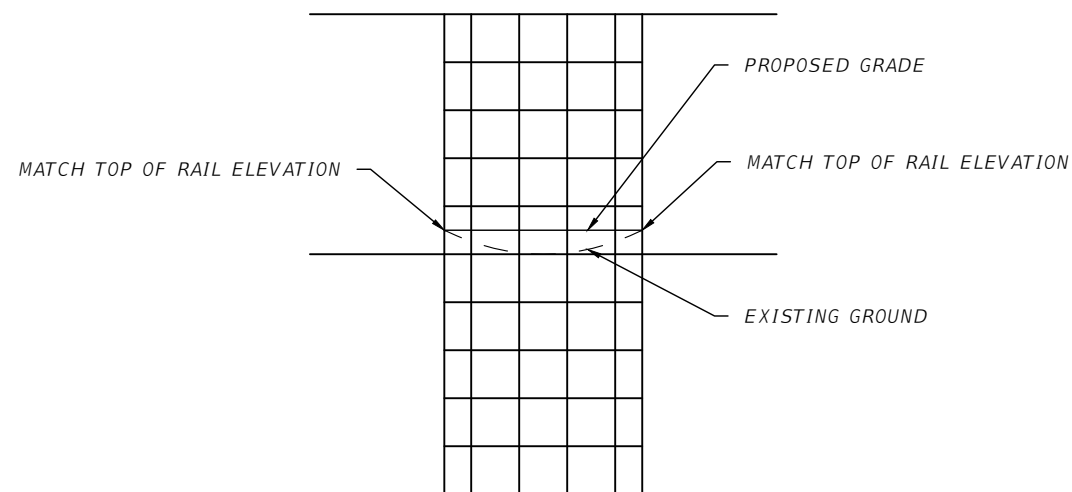
1" = 40' Horizontal
1" = 4' Vertical

REVISIONS				GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			ROADWAY PLAN PROFILE SHEET	SHEET NO. 10
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					NE PATTERSON AVENUE	COLUMBIA	443691-1-54-01		137



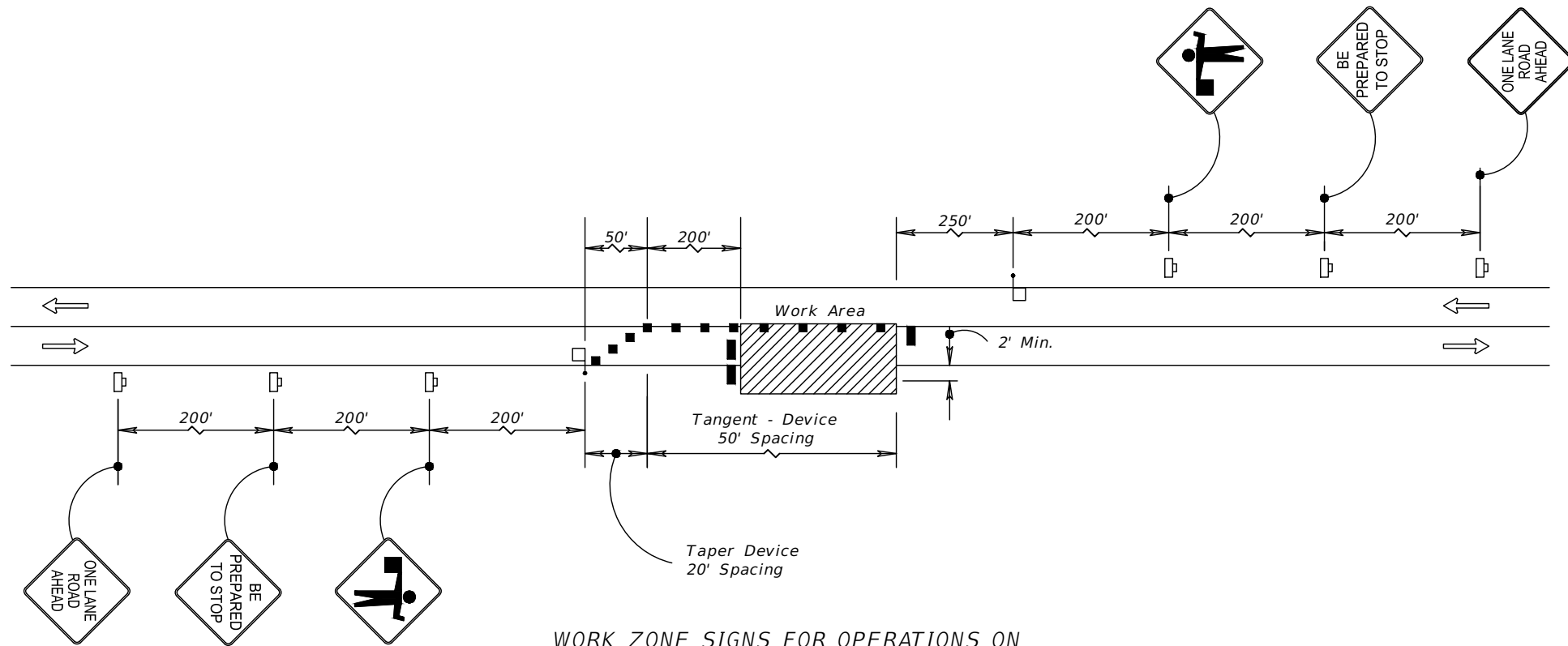
NOTES

1. CONTRACTOR SHALL COORDINATE ALL WORK WITHIN THE RAILROADS RIGHT-OF-WAY WITH FG&A AND NORFOLK SOUTHERN RAILROAD.

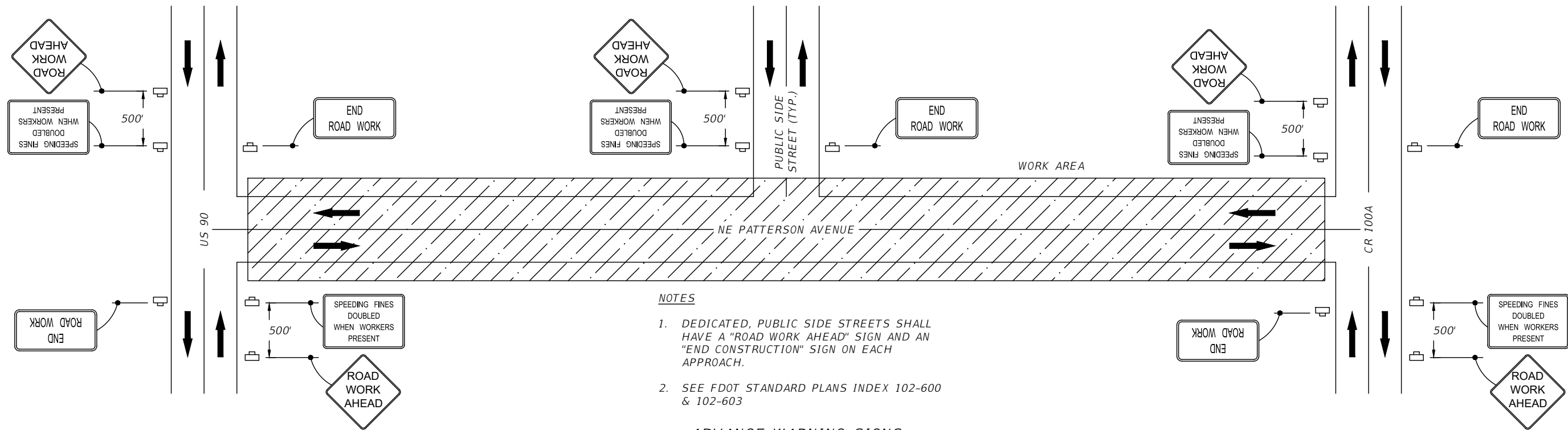


1" = 40' Horizontal
1" = 4' Vertical

REVISIONS				GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			ROADWAY PLAN PROFILE SHEET	SHEET NO. 11
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO. NE PATTERSON AVENUE	COUNTY COLUMBIA	FINANCIAL PROJECT ID 443691-1-54-01		



WORK ZONE SIGNS FOR OPERATIONS ON THE TRAVEL LANE OR ON THE SHOULDER



NOTES

1. DEDICATED, PUBLIC SIDE STREETS SHALL HAVE A "ROAD WORK AHEAD" SIGN AND AN "END CONSTRUCTION" SIGN ON EACH APPROACH.
2. SEE FDOT STANDARD PLANS INDEX 102-600 & 102-603

ADVANCE WARNING SIGNS

REVISIONS				GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			TEMPORARY TRAFFIC CONTROL PLANS	SHEET NO. 12
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO. NE PATTERSON AVENUE	COUNTY COLUMBIA	FINANCIAL PROJECT ID 443691-1-54-01		

SUMMARY OF LUMP SUM ITEMS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
101 1	MOBILIZATION	1			
101 2	MAINTENANCE OF TRAFFIC	1			
104-1	EROSION CONTROL	1			
110-1-1	CLEARING & GRUBBING	1			

SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION			SIDE	AREA ID	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA.	TO	STA.				P	F	P	F		
285704	OPTIONAL BASE GROUP 4	200+14.40	to	200+61.28	LT/RT		SY	108				NE SIMMS DRIVE	
285708	OPTIONAL BASE GROUP 8	119+74.35	to	120+15.65	LT/RT		SY	125				RAILROAD SECTION	
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	100+70.21	to	119+69.52	LT/RT		SY	6475				MAINLINE	
		120+20.48	to	139+90.35	LT/RT		SY	4912				MAINLINE	
0334 1 12	SUPER ASPHALTIC CONCRETE, TRAFFIC B	100+70.21	to	119+69.52	LT/RT		TN	535				MAINLINE	
		119+74.35	to	120+15.65	LT/RT		TN	17				RAILROAD SECTION	
		120+20.48	to	139+90.35	LT/RT		TN	406				MAINLINE	
		200+14.40	to	200+61.28	LT/RT		TN	15				NE SIMMS DRIVE	
		121+01.00	to	139+25.00	LT/RT		TN	6				TURNOUT & DRIVEWAY COMPLETE	

REVISIONS				GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					NE PATTERSON AVENUE	COLUMBIA	443691-1-54-01		

SUMMARY OF PERFORMANCE TURF												
LOCATION			SIDE	AREA ID	LENGTH	WIDTH	PERFORMANCE TURF		PERFORMANCE TURF (SOD)		DESIGN NOTES	CONSTRUCTION REMARKS
							0570	1 1	0570	1 2		
STA. TO STA.							SY		SY			
							P	F	P	F		
120+75	to	139+90	LT	1	1864.0	4.0			828.4			
120+75	to	139+90	RT	2	1864.0	4.0			828.4			
130+50	to	139+90	LT	3	940.0	4.0	417.8					
120+75	to	139+90	RT	4	1864.0	4.0	828.4					
TOTAL :							1246.2		1656.8			

SUMMARY OF TURNOUTS										
LOCATION			SIDE	AREA ID	SY		DESIGN NOTES	CONSTRUCTION REMARKS		
					P	F				
STA. TO STA.										
121+01	to	121+13	RT		5.78					
122+11	to	122+23	RT		5.78					
125+04	to	125+16	RT		5.78					
126+37	to	126+61	RT		11.11					
128+32	to	128+92	RT		27.11					
130+97	to	131+09	RT		5.78					
132+45	to	132+57	RT		5.78					
134+55	to	134+67	LT		5.78					
135+94	to	136+06	LT		5.78					
136+94	to	137+06	LT		5.78					
137+39	to	137+51	RT		5.78					
137+94	to	138+06	RT		5.78					
138+19	to	138+31	RT		5.78					
138+69	to	138+81	RT		5.78					
138+74	to	138+86	LT		5.78					
139+13	to	139+25	LT		5.78					
TOTAL :					119.14					

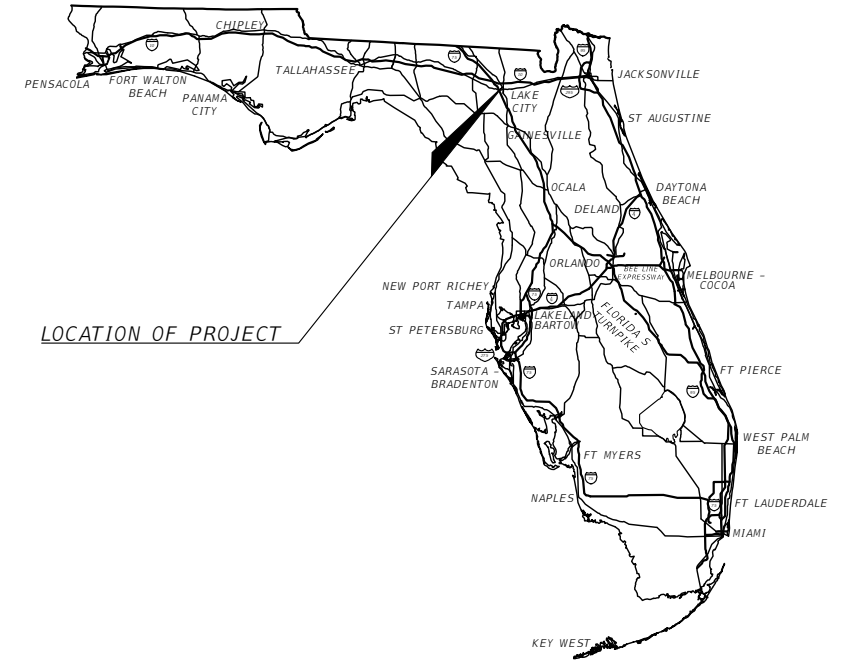
REVISIONS				GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SUMMARY OF QUANTITIES	SHEET NO. SQ-2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO. NE PATTERSON AVENUE	COUNTY COLUMBIA	FINANCIAL PROJECT ID 443691-1-54-01		

CONTRACT PLANS

NE PATTERSON AVENUE

FINANCIAL PROJECT ID 443691-1-54-01
NFPS PROJECT ID L211104CLC

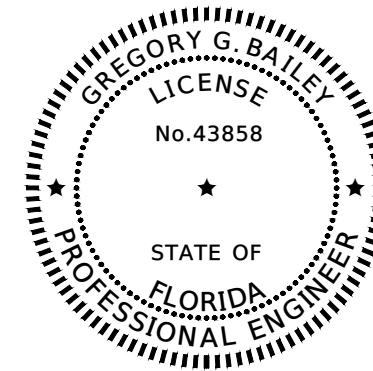
LAKE CITY, FLORIDA



INDEX OF SIGNING AND PAVEMENT MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-2	GENERAL NOTES
S-3	SUMMARY OF QUANTITIES
S-4 - S-6	SIGNING AND PAVEMENT MARKINGS

SIGNING AND PAVEMENT MARKING PLANS



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED.
THE SIGNATURE MUST BE VERIFIED
IN THE ELECTRONIC DOCUMENTS.

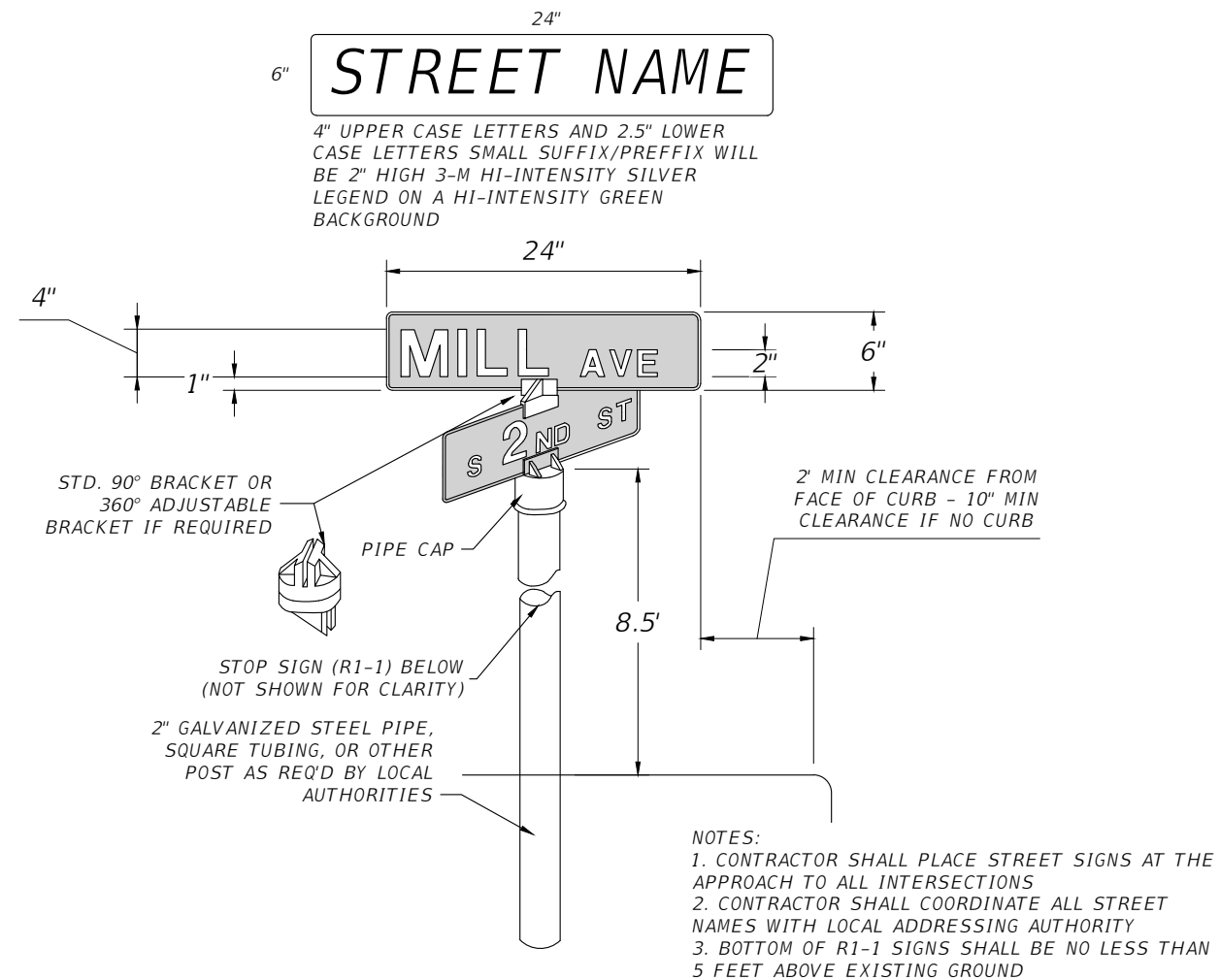
SIGNING AND PAVEMENT MARKING PLANS
ENGINEER OF RECORD:

GREGORY G. BAILEY
P.E. NO.: 43858
NORTH FLORIDA PROFESSIONAL SERVICES, INC.
P.O. BOX 3823
LAKE CITY, FLORIDA 32056
CONTRACT NO.:
VENDOR NO.:
CERTIFICATE OF AUTHORIZATION NO.: 29011

FISCAL YEAR	SHEET NO.
22	S-1

SIGNING AND PAVEMENT MARKING NOTES

1. ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT MARKINGS AT PAVEMENT MARKING LIMITS OF CONSTRUCTION.
2. ALL DIRECTIONAL ARROWS AND LETTERS FOR PAVEMENT MESSAGES SHALL BE PLACED AS ONE SEGMENT.
3. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS ARE TO BE REMOVED UNLESS NOTED OTHERWISE IN THE PLANS.
4. CONSTRUCT PAVEMENT MARKINGS AND RPM'S IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 706-001 AND 711-001.
5. CONTRACTOR SHALL INSTALL TWO STREET NAME PANELS ON EACH R1-1 STOP SIGN ACCORDING TO DETAIL BELOW UNLESS NOTED OTHERWISE IN THE PLANS.



1 STREET SIGN DETAIL
 S-2 SCALE:N.T.S.

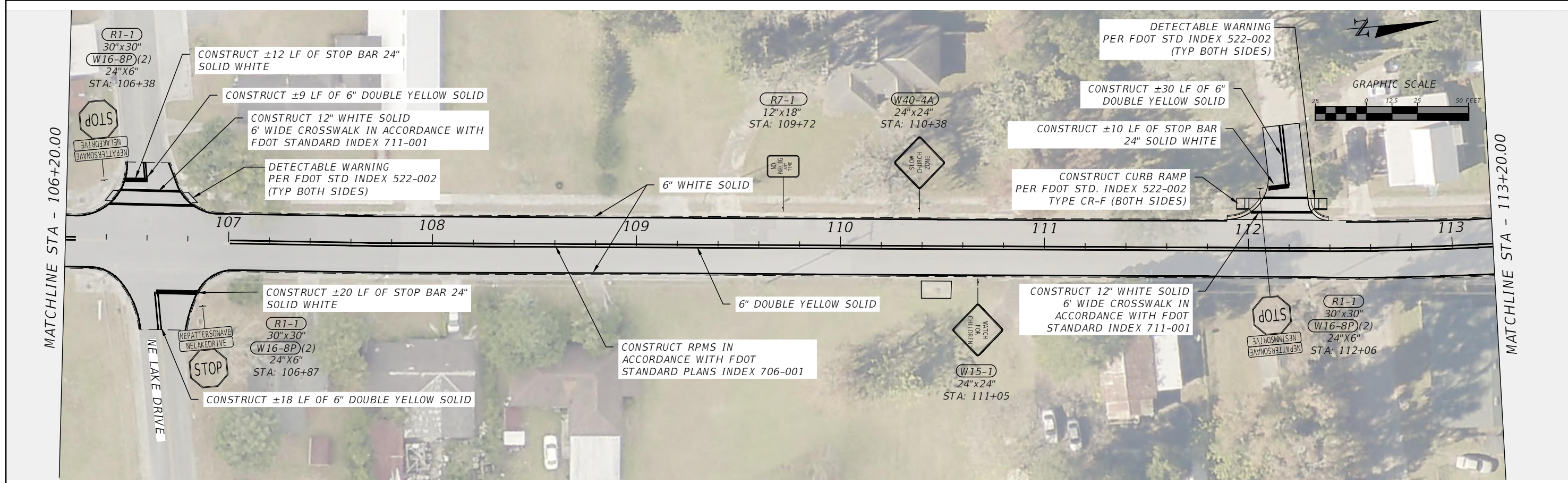
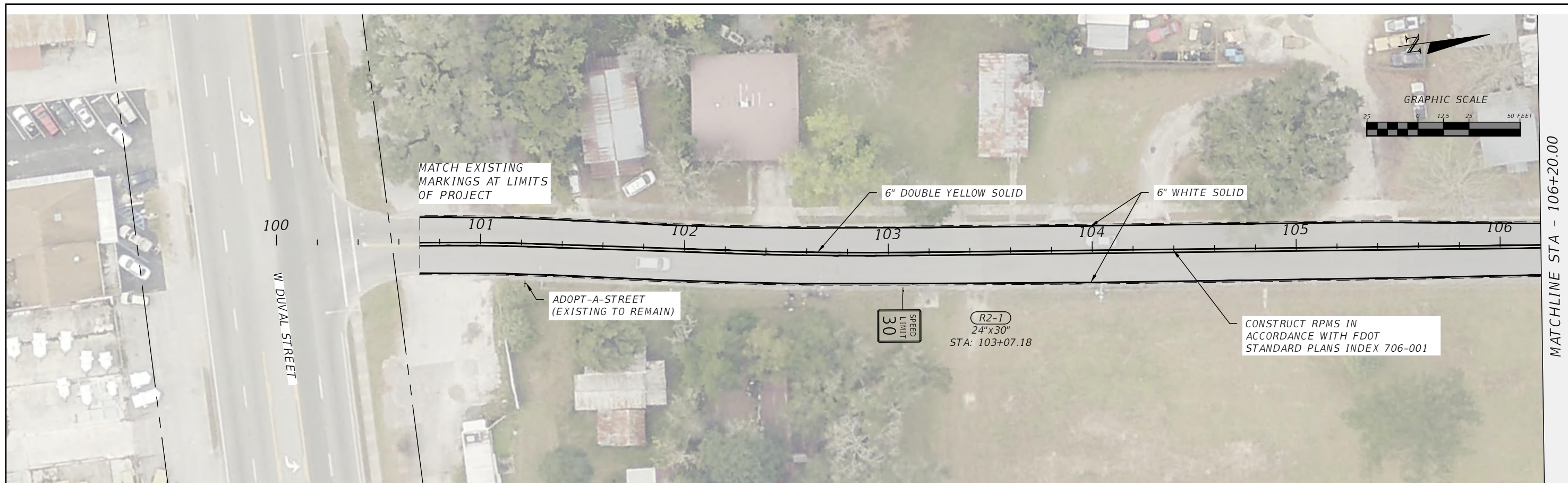
REVISIONS				GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			GENERAL NOTES	SHEET NO. S-2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					NE PATTERSON AVENUE	COLUMBIA	443691-1-54-01		

SUMMARY OF QUANTITIES

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	SHEET NUMBERS						TOTAL THIS SHEET	
			S-4		S-5		S-6		PLAN	FINAL
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL		
0527 2	DETECTABLE WARNINGS	SF	18		27		54		99	
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EA	7		12		10		29	
0706 1 3	RETRO REFLECTIVE PAVEMENT MARKERS	EA	57		64		59		180	
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	122		96		235		453	
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	42		113		93		248	
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, MESSAGE OR SYMBOL	EA	0		2		0		2	
*	PAINTED PAVEMENT MARKINGS, PREFORMED, 12" WHITE ON ASPHALT PAVEMENT, RAILROAD DYNAMIC ENVELOPE	LF	0		108		0		108	
*	PAINTED PAVEMENT MARKINGS, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	0.48		0.53		0.50		1.51	
*	PAINTED PAVEMENT MARKINGS, STANDARD-OPEN GRADED ASPHALT SURFACES YELLOW, SOLID, 6"	GM	0.43		0.47		0.44		1.34	
0710 90	PAINTED PAVEMENT MARKINGS	LS	1.00		1.00		1.00		1.00	
0711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	122		96		235		453	
0711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	42		113		93		248	
0711 11 160	THERMOPLASTIC, STANDARD, WHITE, SOLID, MESSAGE OR SYMBOL	EA	0		2		0		2	
0711 14 193	THERMOPLASTIC, PREFORMED, 12" WHITE ON ASPHALT PAVEMENT, RAILROAD DYNAMIC ENVELOPE	LF	0		108		0		108	
0711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES WHITE, SOLID, 6"	GM	0.48		0.53		0.50		1.51	
0711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES YELLOW, SOLID, 6"	GM	0.43		0.47		0.44		1.34	
	* TO BE PAID UNDER PAY ITEM 710-90, PAINTED PAVEMENT MARKINGS									

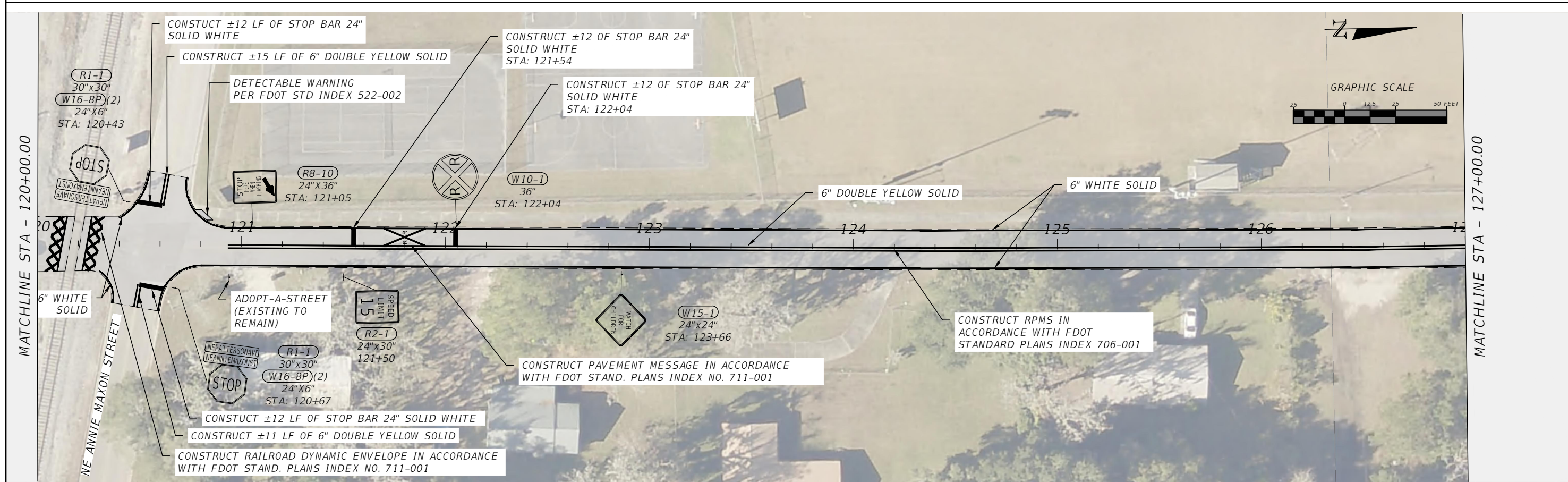
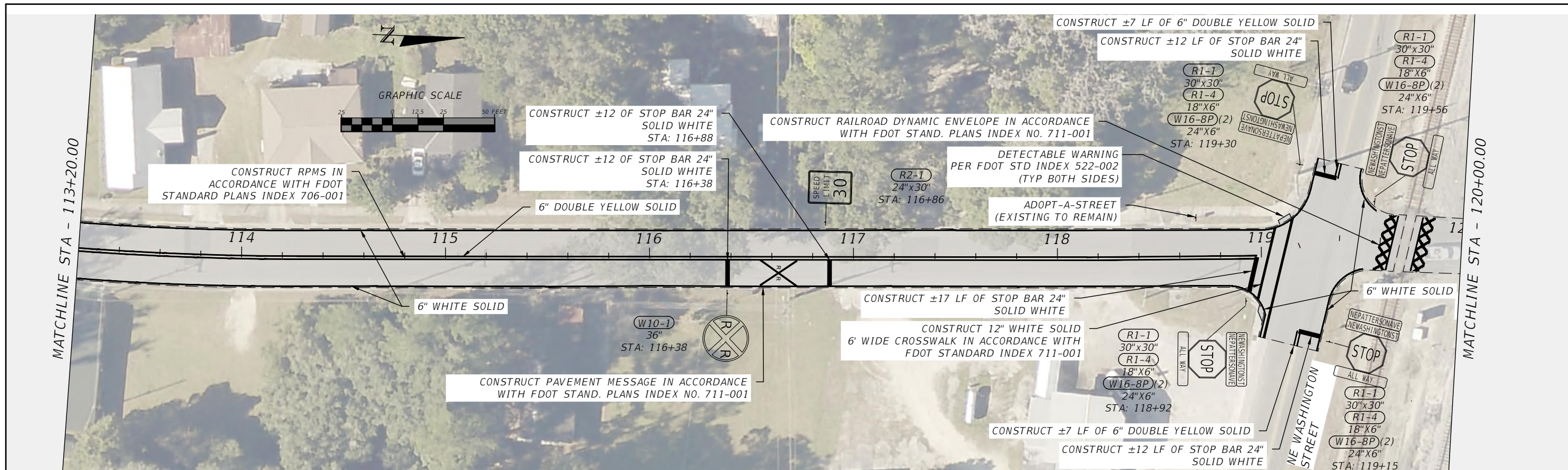
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REVISIONS				GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		S-3
					PATTERSON AVENUE	COLUMBIA	443691-1-54-01		



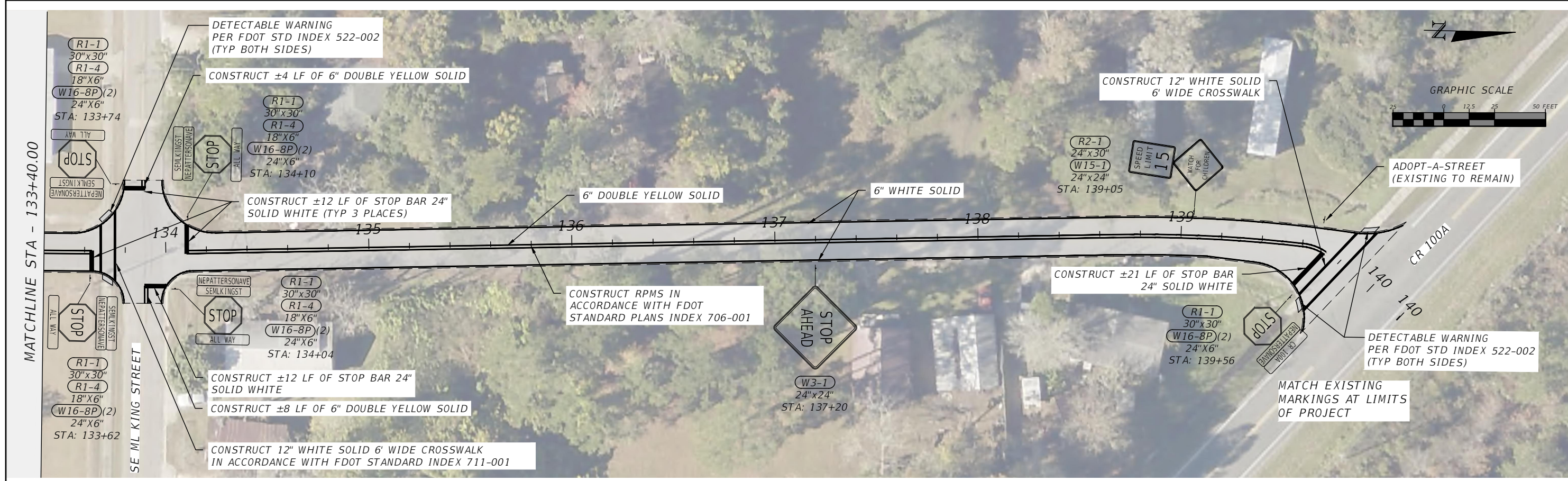
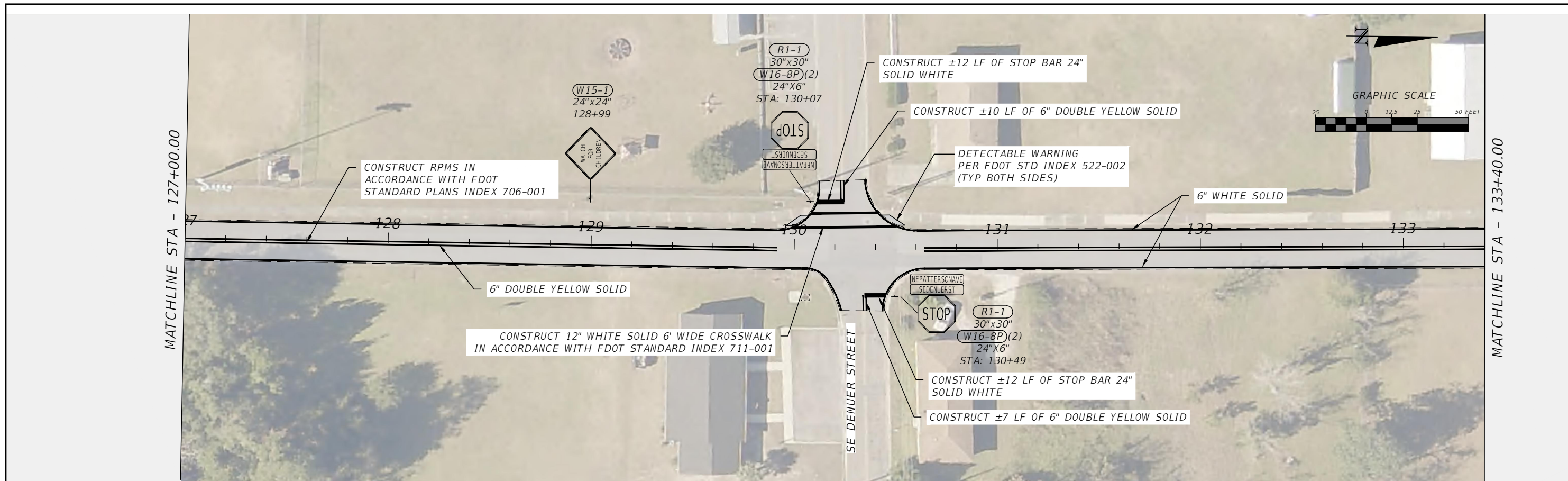
REVISIONS				GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. S-4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NE PATTERSON AVENUE	COLUMBIA	443691-1-54-01	145

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REVISIONS				GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. S-5
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NE PATTERSON AVENUE	COLUMBIA	443691-1-54-01	146

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REVISIONS				GREGORY G. BAILEY P.E. LICENSE NUMBER 43858 NFPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	CITY OF LAKE CITY			SHEET NO. S-6
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NE PATTERSON AVENUE	COLUMBIA	443691-1-54-01	147

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**CITY OF LAKE CITY
INVITATION TO BID (ITB) 001-2023
NE Patterson Avenue Resurfacing
ENGINEER'S PROJECT NUMBER L211104CLC**

BID PROPOSAL

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO BOTH THE REQUIREMENTS OF THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE LATEST FDOT DESIGN STANDARDS.

**ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS
ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM**

PROJECT TOTAL \$543,099.05

FIRM NAME Anderson Columbia Co., Inc.

ADDRESS P.O. Box 1829

CITY, STATE, ZIP Lake City, FL. 32056

TELEPHONE 386-752-7585

386-755-9132

E-MAIL ADDRESS Tony.Williams@andersoncolumbia.com

E. Tony Williams Jr., Vice President

Authorized Representative (PLEASE PRINT OR TYPE)

SIGNATURE 

DATE 12/13/22

This form must be included with your bid proposal

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 001-2023
NE Patterson Avenue Resurfacing
ENGINEER'S PROJECT NUMBER L211104CLC**

General Requirements

I. General.

The project involves the milling and resurfacing of NE Patterson Avenue from W Duval Street to CR 100A. Items of work include but are not limited to milling, asphalt paving, grassing, signs, and pavement markings.

II. Contract Time

The contract time shall be 63 days from the date of contract execution. The contractor will be required to return executed contract to the City of Lake City Procurement Department within 14 days of City Council approval. Time can be extended by mutual agreement of both parties. Liquidated damages shall be \$300.00 per day. No work is allowed on Sundays, and/or City designated holidays.

Contractor shall provide a construction schedule with the bid package detailing time frames/lines showing how the project will be constructed. The schedule will be taken into consideration in the bid review process and bids submitted without the schedule could be reason for a bid to not receive full consideration.

III. Construction and Materials

All construction methods and materials shall conform to the requirements of the latest edition of the Florida Department of Transportation Design Standards and Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

IV. Maintenance of Traffic

Contractor shall provide Maintenance of Traffic and it shall conform to the requirements of the latest edition of the Florida Department of Transportation Design Standards.

Flagging will be required and only one traffic lane may be closed between the hours of 8:30 A.M. to 4:30 P.M. only.

All construction signage shall be provided by the contractor.

V. Compensation

Payment shall be made on a monthly basis on work completed with 10% retainage.

CITY OF LAKE CITY
INVITATION TO BID (ITB) 001-2023
NE Patterson Avenue Resurfacing
ENGINEER'S PROJECT NUMBER L211104CLC

General Instructions to Bidders

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with The City of Lake City.
 - E. The suitability of equipment or material for City use.
 - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed to be advantageous to the City.
3. All bids should be entered in the " Pricing Proposal" section online. All unit prices will be calculated in the OpenGov system to decrease the margin of error. Unit prices prevail.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the engineering firm immediately.
6. Quote all prices F.O.B. our warehouse or as specified in bid documents.
7. No responsibility shall attach to any City representative or employee for the premature opening of bids not properly addressed or identified.
8. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the best interest of the City.
9. OpenGov will not allow any late Bids to be submitted. Please allow yourself sufficient time to upload your bid prior to the due date and time.
10. Telephone and facsimile bids will not be accepted.
11. Bid Bonds must be sent to City of Lake City, Attn: Procurement, 205 N. Marion Ave., Lake City, FL 32055. They must be received no later than the due date and time of the

CITY OF LAKE CITY
INVITATION TO BID (ITB) 001-2023
NE Patterson Avenue Resurfacing
ENGINEER'S PROJECT NUMBER L211104CLC

- bid. The envelope must state the name and number of the bid on the front.
12. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the City Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
 13. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
 14. When requested, samples will be furnished to the City free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The City reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the City to do so for the purpose of testing.
 15. The City will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
 16. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
 17. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The City may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
 18. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
 19. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.

CITY OF LAKE CITY
INVITATION TO BID (ITB) 001-2023
NE Patterson Avenue Resurfacing
ENGINEER'S PROJECT NUMBER L211104CLC

20. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Procurement Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the City sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the City.
21. Unless otherwise specified by the Procurement Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
22. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the City or who has failed in former contracts with the City to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
23. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
24. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract.
25. Unless otherwise specified the City reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the City.
26. The City reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the City and also to purchase any part, all or none of the materials, supplies, or equipment specified.
27. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
28. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the sixty (60) day period after bids are opened.

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29. It is mutually understood and agreed that if at any time the Procurement Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Procurement Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the City, the City shall thereupon have the power to take whatever action deemed necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the City out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the City on notice made by the Procurement Department or his designee of the excess due.

30. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.

31. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.

32. Contracts may be cancelled by the City with or without cause on thirty (30) days advance written notice.

33. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.

34. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Procurement Department for the City of Lake City, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation.

35. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City of Lake City, may not submit a bid on a contract with the City of Lake City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City of Lake City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with

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the City of Lake City, and may not transact business with the City of Lake City for a period of 36 months from the date of being placed on the convicted vendor list.

36. In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>
37. The City of Lake City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:
- a. Keep and maintain public records required by the City in order to perform the service.
 - b. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**CITY OF LAKE CITY
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- e. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK'S OFFICE AT 386-719-5756, 386-719-5826, CITYCLERK@LCFLA.COM, WITH AN OFFICE LOCATED AT 205 NORTH MARION AVENUE, LAKE CITY, FLORIDA 32055.

38. It is the sole responsibility of the bidder to acknowledge the addenda in the OpenGov system, any that are issued will be sent by email by the system. You will not be able to submit your bid without acknowledgement of any addendum.
39. Any existing materials demolished within right of way may be retained by the City of Lake City.

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INVITATION TO BID (ITB) 001-2023
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CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF Lake City

Before me, the undersigned authority, personally appeared E. Tony Williams Jr., who was duly sworn deposes and states:

1. I am the Vice President of Anderson Columbia Co., Inc. with a local office in Lake City, Florida and principal office in Lake City, Florida and principal office _____
City & State _____ City & State _____
2. The above named entity is submitting a Proposal for the City of Lake City ITB 001-2023 described as Invitation to Bid, NE Patterson Avenue.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

DATED this 13th day of December 2022.

E. Tony Williams Jr.
(Affiant)
E. Tony Williams Jr. Vice President

Typed Name and Title

Sworn to and subscribed before me this 13th day of December 2022..

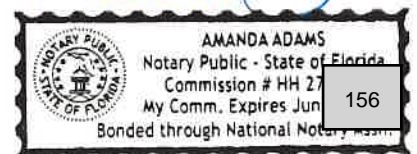
Personally Known X Or produced identification _____

Identification type: _____

Notary Public-State of Florida

Printed, typed, or stamped commissioned name of notary public. Amanda Adams

My commission expires: June 7th 2029



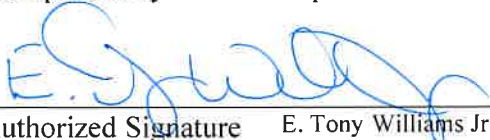
**CITY OF LAKE CITY
INVITATION TO BID (ITB) 001-2023
NE Patterson Avenue Resurfacing
ENGINEER'S PROJECT NUMBER L211104CLC**

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, Anderson Columbia Co., Inc. (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein"



Authorized Signature E. Tony Williams Jr., Vice President

12/13/2022

Date Signed

State of Florida

County of Columbia

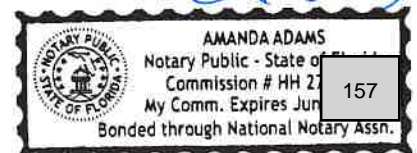
Sworn to and subscribed before me this 13th day of December 2022.

Personally known X or Produced Identification _____

(Specify type of identification) _____

Printed, typed, or stamped commissioned name of notary public. Amanda Adams

My commission expires: June 7th 2026



**CITY OF LAKE CITY
INVITATION TO BID (ITB) 001-2023
NE Patterson Avenue Resurfacing
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**THIS FORM MUST BE INCLUDED WITH BID PROPOSAL
SWORN STATEMENT UNDER SECTION
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal No. ITB-001-2023.
2. This sworn statement is submitted by Anderson Columbia Co., Inc. whose business address is P.O. Box 1829, Lake City, FL. 32056 and (if applicable) its Federal Identification No.(FEIN) is 59-2871935. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. My name is E. Tony Williams Jr. and my relationship to the entity named above is Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or

CITY OF LAKE CITY
INVITATION TO BID (ITB) 001-2023
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- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with an convicted of a public entity crime subsequent to July 1, 1989.


The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

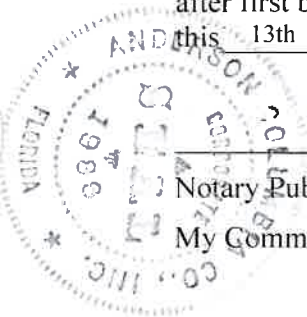
The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

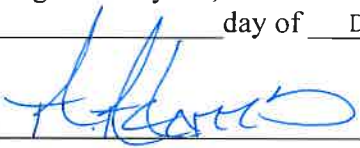
**CITY OF LAKE CITY
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_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

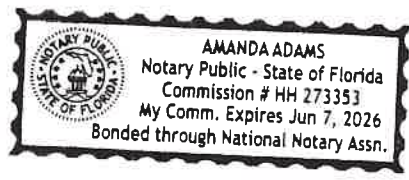
Signature:  Date 12/13/22
STATE OF Florida
COUNTY OF Columbia

Personally appeared before me, the undersigned authority, E. Tony Williams Jr. who
after first being sworn by me, affixed his/her signature in the space provided above on
this 13th day of December 2022.





Notary Public, State at large Florida Amanda Adams
My Commission Expires: June 7th 2026



THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 001-2023
NE Patterson Avenue Resurfacing
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DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X


Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

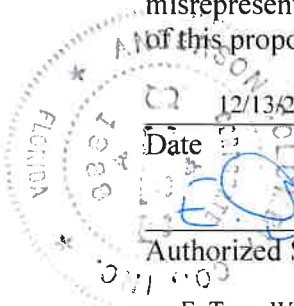
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City, ITB 001-2023, Invitation to Bid for Ashley Street.

Date 12/13/2022


Authorized Signature

E. Tony Williams Jr., Vice President

Title Printed or Typed Name and Title



**CITY OF LAKE CITY
INVITATION TO BID (ITB) 001-2023
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THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Columbia

E. Tony Williams Jr., being duly sworn, deposes and says that:

1. He/She is Vice President of Anderson Columbia Co., Inc., the Bidder,
Title Company Name
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

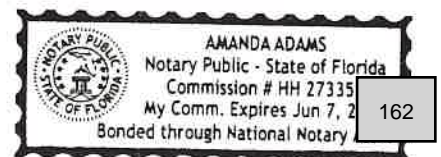
SIGNED 
E. Tony Williams Jr.

TITLE Vice President

Sworn to and subscribed before me this 13th day of December 2022.
Personally known X or Produced Identification _____

(Specify type of identification)

Signature of Notary: 
My Commission Expires: June 7th 2026 Amanda Adams



**CITY OF LAKE CITY
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NE Patterson Avenue Resurfacing
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**THIS FORM MUST BE INCLUDED WITH PROPOSAL
REFERENCES**

List three (3) client/customer references including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

1. Company Name: Dixie County Board of County Commissioners
Address: P.O. Drawer 2600, Cross City, FL. 32628
Business Phone #: 352-498-1206
Contact Person: Duane Cannon- County Manager
Email: _____
Length of time services provided: 161 Days

2. Company Name: Hamilton County Board of County Commissioners
Address: 207 NE First St. Jasper, FL. 32052
Business Phone #: 386-798-6639
Contact Person: Louie Goodin
Email: _____
Length of time services provided: 140 Days

3. Company Name: Baker County Board of County Commissioners
Address: 55 North Third ST., Macclenny, FL. 32063
Business Phone #: 904-275-2123
Contact Person: Sara Little- County Manager
Email: _____
Length of time services provided: 270 Days

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 001-2023
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THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:
ITB 001-2023

Project Description:
NE Patterson Avenue Resurfacing

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Anderson Columbia Co., Inc.

Authorized Company Person's Signature:

E. Tony Williams Jr.

Authorized Company Person's Title:

Vice President

Date: 12/13/2022

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 001-2023
NE Patterson Avenue Resurfacing
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THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

**CITY OF LAKE CITY
BIDDER'S CHECK LIST**

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with your bid.

Before sending in your bid, please make sure you have completed all of the following:

- FORMS
- Conflict of Interest
- Drug Free Work Place
- Public Entity Crime Statement
- Disputes Disclosure
- Non-Collusion Affidavit
- References
- E-verify Affirmation Statement

FTL PLEASE INITIAL

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Anderson Columbia Co., Inc.
871 NW Guerdon St.
Lake City, FL 32056

OWNER:

(Name, legal status and address)

City of Lake City
205 N. Marion Avenue
Lake City, FL 32025

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America /
Berkshire Hathaway Specialty Insurance Company

One Tower Square / 1314 Douglas Street, Suite 1400
Hartford / Omaha, CT / NE 06183 / 68102-1944

Mailing Address for Notices

see above

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Project No. L211104CLC, NE Patterson Avenue Resurfacing, Columbia Co., FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of December, 2022.



(Witness) 



(Witness) Amy Scott

Anderson Columbia Co., Inc.

(Principal) (Seal)

By: 

(Title) E. Tony Williams Jr., Vice President

Travelers Casualty and Surety Company of America / Berkshire Hathaway Specialty Insurance Company

(Surety) (Seal)

By: 

(Title) Kevin R. Wojtowicz, Attorney-in-Fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTOWICZ** of **ST PETERSBURG** Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13th** day of **December**, 2022



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Kevin R. Wojtowicz, 1000 Central Avenue, Suite 200 of the city of St. Petersburg, State of Florida, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,

By:

David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By:

David Fields, Vice President

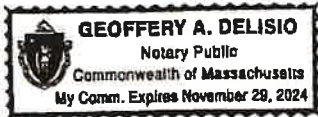


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this December 13, 2022.



Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSISurety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claim.services@bhspecialty.com, via fax to (617) 507-8259, or via mail.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	\$78,233.02	\$78,233.02
2	Maintenance of Traffic	1	LS	\$49,361.97	\$49,361.97
3	Erosion Control	1	LS	\$5,599.56	\$5,599.56
4	Clearing & Grubbing	1	LS	\$4,970.01	\$4,970.01
5	Optional Base Group 8 Turnout Construction/Driveway Base-	125	SY	\$159.87	\$19,983.75
6	Optional Materials	120	SY	\$216.01	\$25,921.20
	Milling Existing Asphalt Pavement, 1 1/2"				
7	Avg. Depth	11387	SY	\$2.92	\$33,250.04
8	Superpave Asphalt Concrete, Traffic B	964	TN	\$216.00	\$208,224.00
9	Manhole, Adjust	8	EA	\$909.81	\$7,278.48
10	Manhole, Adjust, Utilities	3	EA	\$1,808.44	\$5,425.32
11	Detectable Warnings	79	SF	\$44.47	\$3,513.13
12	Performance Turf, Seed & Mulch	1247	SY	\$1.78	\$2,219.66
13	Performance Turf, Sod	1657	SY	\$3.45	\$5,716.65
14	Single Post Sign (Less than 12 SF)	29	EA	\$578.20	\$16,767.80
15	Single Post Sign Remove	29	EA	\$74.12	\$2,149.48
16	Retro Reflective Pavement Markers	180	EA	\$5.93	\$1,067.40
17	Painted Pavement Markings	1	LS	\$10,526.15	\$10,526.15
	Thermoplastic, Standard, White, Solid,				
18	12" For Crosswalk	403	LF	\$7.41	\$2,986.23
	Thermoplastic, Standard, White, Solid,				
19	24" for Stop Line	238	LF	\$8.89	\$2,115.82
	Thermoplastic, Standard, White,				
20	Message or Symbol	2	EA	\$407.70	\$815.40
	Thermoplastic, Preformed, 12" White On				
	Asphalt Pavement, Railroad Dynamic				
21	Envelope	80	LF	\$14.82	\$1,185.60
	Thermoplastic, Standard-Other Surfaces				
22	White, Solid 6"	1.51	GM	\$8,154.05	\$12,312.6155
	Thermoplastic, Standard-Other Surfaces,				
23	Yellow, Solid 6"	1.33	GM	\$7,709.28	\$10,253.3424
	Total				\$509,876.6279

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Clearing & Grubbing	1	LS	\$2,484.99	\$2,484.99
2	Removal of Existing Concrete	51	SY	\$24.36	\$1,242.36
3	Optional Base Group 4	108	SY	\$36.50	\$3,942.00
4	Superpave Asphalt Concrete, Traffic B	15	TN	\$820.96	\$12,314.40
5	Manhole, Adjust, Utilities	1	EA	\$1,808.44	\$1,808.44
6	Concrete Curb & Gutter Type F Concrete Sidewalk and Driveways, 4"	50	LF	\$133.43	\$6,671.50
7	Thick	13	SY	\$148.26	\$1,927.38
8	Detectable Warning	20	SF	\$44.47	\$889.40
9	Painted Pavement Markings Thermoplastic, Standard, White, Solid,	1	LS	\$1,111.91	\$1,111.91
10	12" For Crosswalk Thermoplastic, Standard, White, Solid,	50	LF	\$7.41	\$370.50
11	24" for Stop Line Thermoplastic, Standard-Other Surfaces	10	LF	\$8.89	\$88.90
12	Yellow, Solid, 6"	0.01	GM	\$37,063.88	\$370.6388
	Total				\$33,222.4188

Notice of Award

Dated March 23, 2023

Project: Resurfacing Patterson Avenue from US 90 to ST 100A	Owner: City of Lake City	Owner's Contract No.: ITB-001-2023
Contract: Resurfacing Patterson Avenue from US 90 to SR 100A		Engineer's Project No.: L211104CLC
Bidder: Anderson Columbia Co., Inc.		
Bidder's Address: 871 NW Guerdon Street Lake City, FL 32054		

You are notified that your Bid dated December 13, 2022, for the above Contract has been considered. You are the Successful Bidder and are awarded the Contract for the Resurfacing of Patterson Ave from US 90 to CR 100A.

Milling and resurfacing of NE Patterson Avenue from W Duval Street to CR 100A. Items of work include, but are not limited to milling, asphalt paving, grassing, signs and pavement markings. Also included is the reconstruction of NE Simms Dr (bid option A).

The Contract Price of your Contract is Five Hundred Forty-Three Thousand Ninety Nine Dollars and Five Cents (\$543,099.05).

You must comply with the following conditions precedent within [14] calendar days of the date you receive this Notice of Award.

1. Deliver two signed originals and one copy of the fully executed counterparts of the Contract Documents for Owner approval.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01).
3. Other conditions precedent: NA

The Work shall be completed within 63 days from the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within [15] calendar days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: City of Lake City

By: _____
Authorized Signature

Title

Copy to North Florida Professional Services (Engineer)

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

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

2.04 Starting the Work

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

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice*: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect of purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK;
ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment 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 and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

CONSTRUCTION AGREEMENT

THIS AGREEMENT is by and between City of Lake City (hereinafter called OWNER) and ANDERSON COLUMBIA CO., INC. (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, as defined in Article 9 herein. The Work is generally described as follows:

Resurfacing Patterson Avenue from US 90 to SR 100A.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Milling and resurfacing of NE Patterson Avenue from W Duval Street to CR 100A. Items of work include, but are not limited to milling, asphalt paving, grassing, signs and pavement markings. Also included is the reconstruction of NE Simms Dr (bid option A).

ARTICLE 3 - ENGINEER

3.01 The ENGINEER on the project shall also be the Project Manager. The ENGINEER will act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. OWNER'S Consultant, who designed the project, is North Florida Professional Services 1450 SW State Road 47 Lake City, FL 32025.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

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

- A. The Work (construction) will commence within 14 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the Standard General Conditions of the Construction Contract.
- B. Total contract time shall not exceed 63 calendar days

4.02 *Liquidated Damages*

Liquidated damages will be assessed to the contractor as follows:

1. The amount of \$1,000.00 for the first substantiated MOT deficiency
2. The amount of \$5,000 for the second substantiated MOT deficiency.
3. The amount of \$10,000 per MOT deficiency for each substantiated MOT deficiency following the second deficiency.

4. The amount of \$500.00 per day for each day over the contract time.

ARTICLE 5 - CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for all work at the prices stated in CONTRACTOR's bid, for a total contract amount not to exceed **Five Hundred Forty-Three Thousand Ninety Nine Dollars and Five Cents (\$543,099.05)**

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

CONTRACTOR shall submit to ENGINEER a detailed payment application based on items shown on bid form. The CONTRACTOR shall sign and submit the detailed application for payment in accordance with Article 14 of the Standard General Conditions of the Construction Contract. The detailed application for payment will be processed by ENGINEER as provided in the Standard General Conditions of the Construction Contract.

6.02 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's payment application on monthly basis during performance of the Work, less such amounts as ENGINEER shall determine, in accordance with paragraph 14.02.B.5 of the Standard General Conditions of the Construction Contract and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion as described in Section 14.04, Standard General Conditions of the Construction Contract. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the Standard General Conditions of the Construction Contract (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements, Part IV, Technical Specifications, Bidding and Construction Contract Documents for the Project.
- B. The Owner shall withhold, from each progress payment made to the contract, 10% as retainage. Retainage will be released (paid) to the CONTRACTOR when the project is completed and has been accepted by the ENGINEER.

6.03 *Final Payment*

Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the Standard General Conditions of the Construction Contract, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

6.04 *Payment*

All payments for the Work shall be made in accordance with the "Local Government Prompt Payment Act", Sections 218.70, et seq., Florida Statutes.

Article 7 - INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the Standard General Conditions of the Construction Contract shall bear interest at the rate of 0% per annum.

Article 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR has examined and carefully studied the requirements of the Local Small Business Procurement Program.
 - C. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
 - D. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - E. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the Standard General Conditions of the Construction Contract and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the Standard General Conditions of the Construction Contract.
 - F. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
 - G. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - H. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in all the Contract Documents.
 - I. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in all the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with all the Contract Documents.
 - J. CONTRACTOR has given Issuing Office written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Issuing Office is acceptable to CONTRACTOR.
 - K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 9 - CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement
 2. Construction Performance Bond
 3. Construction Documents for Patterson Avenue (L211104CLC) specifically including:
 - a. Standard General Conditions of the Construction Contract
 - b. Bid Solicitation Package
 - c. Anderson Columbia Co., Inc. Bid Package
 - d. Technical Specifications (not attached to but incorporated herein by reference)
 - e. Construction Drawings (not attached to but incorporated herein by reference)
 - f. Addenda (not attached to but incorporated herein by reference)
 - g. Supplementary Conditions (Not Applicable)
 4. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed; (Exhibit A);
 5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Field Order(s)
 - c. Work Change Directive(s);
 - d. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above) and are incorporated herein by reference.
- C. There are no Contract Documents other than those listed above in this Article 9 and this agreement.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the Standard General Conditions of the Construction Contract.

9.02 *Precedence.*

- A. In the event of conflict or inconsistency among or between the Contract Documents, the order of precedence (in descending order) is as follows: Written Amendments, Change Orders, Work Change Directives, Field Orders, this Agreement, Special Conditions, Supplementary Conditions, Standard General Conditions, Technical Specifications, Construction Drawings and CONTRACTOR's Bid.

Article 10 - MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the Standard General Conditions of the Construction Contract, the Supplementary Conditions and the Special Conditions.

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Indemnification*

- A. The Contractor shall indemnify, defend, and hold harmless the OWNER, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and other persons employed or utilized by the Contractor in the performance of the work.

10.06 *Other Provisions*

- A. Nothing in the Contract Documents shall be interpreted or construed as a waiver of OWNER's sovereign immunity, except to the extent provided by and in accordance with Section 768.28, Florida Statutes.

10.07 *Records/Audit*

- A. The Contractor shall maintain records sufficient to document their completion of the scope of services established by this Agreement. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of six (6) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

10.08 *E-Verify Requirement*

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Contractor must enroll and participate in the E-Verify Program within thirty days of the Contract and provide the City a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available upon request. Failure to comply is a material breach of this Contract.

10.09 *Insurance.*

The Contractor shall maintain such insurance as will protect the Owner from any or all claims for property damage, personal injury and bodily injury, including death, which may arise from operations under this contract, in the minimum amount of \$1,000,000.00 per occurrence. Certificates of such insurance shall be filed with the Owner prior to commencement of any work under this contract, and shall be subject to Owner's own approval

for adequacy of protection, and shall name the Owner as an additional insured under any such policy or policies. All required insurance shall also provide Owner with at least 30 days advance notice of cancellation, non-renewal, or adverse change.

10.10 *Public Records, Florida Statutes section 119.0701.*

1. In addition to all other provisions provided in this contract, the Contractor shall also comply with the requirements of Florida Statutes section 119.0701 regarding public records. Specifically, the Contractor shall:
 - A. Keep and maintain public records required by Owner as a public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Contractor, for itself and any Subcontractor, agrees to comply with Florida Statutes section 119.0701 in all respects during the term of this agreement.

2. *Request for Records; Non-Compliance:*
 - A. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - B. If the Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
 - C. If the Contractor fails to provide the public records to the public agency within a reasonable time it may be subject to penalties under section 119.10.

3. *Civil Action:*

If a civil action is filed against the Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- A. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
- B. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
- C. A notice complies with the above item if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- D. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

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 MR. PAUL DYAL CITY MANAGER, AS CUSTODIAN OF THESE PUBLIC RECORDS AT TELEPHONE NUMBER 386-752-2031, E-MAIL DYALP@LCFLA.COM 205 N. MARION AVE. LAKE CITY, FL 32055.

[The Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2023 (which is the Effective Date of the Agreement.)

OWNER: City of Lake City

CONTRACTOR: Anderson Columbia Co., Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: E.Tony Williams, Jr., Vice President

[Corporate Seal]

[Corporate Seal]

Witness: _____

Attest: _____

Name: _____

Name: _____

Address for giving notices:

Address for giving notices:

Anderson Columbia Co., Inc.
871 NW Guerdon Street
Lake City, FL 32054

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Licenses No. CG C060909
(Where applicable)

Agent for service of process:

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

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

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

CITY COUNCIL RESOLUTION NO. 2023-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTRACT WITH ANDERSON COLUMBIA CO., INC., FOR THE MILLING AND RESURFACING OF NE PATTERSON AVENUE FROM W DUVAL STREET TO CR 100A AT A COST NOT TO EXCEED \$543,099.05.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) requires the milling and resurfacing of NE Patterson Avenue from W Duval Street to CR 100A (hereinafter the “Project”); and

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

WHEREAS, the City advertised Invitation to Bid 001-2023 (hereinafter the “ITB”) for the procurement of the aforementioned Project; and

WHEREAS, the City Administration has advised the City Council, that the bid of Anderson Columbia Co., Inc. (hereinafter “Anderson Columbia”) of \$543,099.05 was the sole bidder to the ITB, and that said bid should be accepted, and that Anderson Columbia should be awarded the contract for the Project at a price not to exceed \$543,099.05 (hereinafter the “Contract Price”); and

WHEREAS, the City Council finds that it is in the City’s best interest to accept the bid of Anderson Columbia and to award the contract to Anderson Columbia for the Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Contract between City of Lake City, Florida and Anderson Columbia Co., Inc., for Resurfacing of Patterson Ave From US 90 to CR 100A* (hereinafter the “Contract”) attached hereto as “Exhibit A”.

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

Section 1. The above recitals are all true and accurate and are

incorporated herein and made a part of this Resolution.

Section 2. The Contract is awarded to Anderson Columbia and the execution of the same is authorized.

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

PASSED AND ADOPTED at a meeting of the City Council this ___ day of April 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND
ANDERSON COLUMBIA CO., INC., FOR RESURFACING OF PATTERSON
AVE FROM US 90 TO CR 100A**

THIS CONTRACT made and entered into this ____ day of _____, 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Anderson Columbia Co., Inc., whose mailing address is P.O. Box 1829, Lake City, Florida 32056-1829 (herein referred to as "Contractor").

WHEREAS, the City requires the milling and resurfacing of NE Patterson Avenue from W Duval Street to CR 100A; and

WHEREAS, the City invited competitive bids through an Invitation to Bid (ITB-001-2023) and the Contractor was the sole bidder; and

WHEREAS, the City desires to enter into a contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

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

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Continuing Contract.
2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between

both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

a. "CITY" means the City Council of the City of Lake City, Florida, and any official or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

b. "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid and its addendum (hereinafter collectively referred to as "ITB-001-2023" or "ITB"), reasonably inferred to the City and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

c. "CONTRACTOR" means the individual or firm offering professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and/or work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

d. "SERVICES" means professional services related to the milling and resurfacing of NE Patterson Avenue from W Duval Street to CR 100A, and the services and responsibilities listed within the ITB.

e. "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

f. "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and within the ITB.

1. **Term of Contract:** The term of this Contract shall be sixty-three (63) calendar days from the Contractor's delivery of equipment. Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

2. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amounts shown in the pricing sheet attached hereto as "Exhibit A". Payment to the Contractor will be made in accordance with the ITB and F.S.

218.70 “Local Government Prompt Payment Act” upon receipt of the invoice, assuming there are no contested amounts with the invoice.

3. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages, in addition to any listed in the ITB, to the City Procurement Department prior to the commencement of work:

- a. Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- b. Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than the limits provided for in the ITB; and
- c. Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability or obligations under the Contract. All insurance policies shall be through Insurers

authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

4. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

5. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by

any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

6. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

7. **Timely Accomplishment of Services and Liquidated Damages:**

The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain, and assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout.

Time is of the essence in the Contract and all obligations thereunder. If the Contractor fails to complete the Services within the term provided for herein, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of three hundred dollars and zero cents (\$300.00) per calendar day, commencing on the first day following expiration of the contract term and continuing until the actual date of completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the City will incur as a result of delayed completion of the Services. The City may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the maximum allowable rate.

8. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the

remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

9. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

10. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

11. **Public Records:** The Contractor shall comply with all public records laws.

a. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756
clerk@lcfla.com

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other

law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim are confidential, proprietary, trade secret or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject

Contractor to penalties under 119.10, Florida Statutes, as amended.

12. **E-VERIFY**: As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

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

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

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be

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

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

13. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-001-2023) and all addendum, and all attachments thereto, and the Contractor's response to the ITB. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

14. **Effective and Binding:** This Contract shall not become effective

or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

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

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

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**ANDERSON COLUMBIA, CO.,
INC.**

By: _____
Signature & Name

Title

By: _____
Signature & Name

Title

EXHIBIT A

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	\$78,233.02	\$78,233.02
2	Maintenance of Traffic	1	LS	\$49,361.97	\$49,361.97
3	Erosion Control	1	LS	\$5,599.56	\$5,599.56
4	Clearing & Grubbing	1	LS	\$4,970.01	\$4,970.01
5	Optional Base Group 8 Turnout Construction/Driveway Base-	125	SY	\$159.87	\$19,983.75
6	Optional Materials Milling Existing Asphalt Pavement, 1 1/2"	120	SY	\$216.01	\$25,921.20
7	Avg. Depth	11387	SY	\$2.92	\$33,250.04
8	Superpave Asphalt Concrete, Traffic B	964	TN	\$216.00	\$208,224.00
9	Manhole, Adjust	8	EA	\$909.81	\$7,278.48
10	Manhole, Adjust, Utilities	3	EA	\$1,808.44	\$5,425.32
11	Detectable Warnings	79	SF	\$44.47	\$3,513.13
12	Performance Turf, Seed & Mulch	1247	SY	\$1.78	\$2,219.66
13	Performance Turf, Sod	1657	SY	\$3.45	\$5,716.65
14	Single Post Sign (Less than 12 SF)	29	EA	\$578.20	\$16,767.80
15	Single Post Sign Remove	29	EA	\$74.12	\$2,149.48
16	Retro Reflective Pavement Markers	180	EA	\$5.93	\$1,067.40
17	Painted Pavement Markings Thermoplastic, Standard, White, Solid,	1	LS	\$10,526.15	\$10,526.15
18	12" For Crosswalk Thermoplastic, Standard, White, Solid,	403	LF	\$7.41	\$2,986.23
19	24" for Stop Line Thermoplastic, Standard, White,	238	LF	\$8.89	\$2,115.82
20	Message or Symbol Thermoplastic, Preformed, 12" White On Asphalt Pavement, Railroad Dynamic	2	EA	\$407.70	\$815.40
21	Envelope Thermoplastic, Standard-Other Surfaces	80	LF	\$14.82	\$1,185.60
22	White, Solid 6" Thermoplastic, Standard-Other Surfaces,	1.51	GM	\$8,154.05	\$12,312.6155
23	Yellow, Solid 6" Total	1.33	GM	\$7,709.28	\$10,253.3424
					\$509,876.6279

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Clearing & Grubbing	1	LS	\$2,484.99	\$2,484.99
2	Removal of Existing Concrete	51	SY	\$24.36	\$1,242.36
3	Optional Base Group 4	108	SY	\$36.50	\$3,942.00
4	Superpave Asphalt Concrete, Traffic B	15	TN	\$820.96	\$12,314.40
5	Manhole, Adjust, Utilities	1	EA	\$1,808.44	\$1,808.44
6	Concrete Curb & Gutter Type F Concrete Sidewalk and Driveways, 4"	50	LF	\$133.43	\$6,671.50
7	Thick	13	SY	\$148.26	\$1,927.38
8	Detectable Warning	20	SF	\$44.47	\$889.40
9	Painted Pavement Markings Thermoplastic, Standard, White, Solid,	1	LS	\$1,111.91	\$1,111.91
10	12" For Crosswalk Thermoplastic, Standard, White, Solid,	50	LF	\$7.41	\$370.50
11	24" for Stop Line Thermoplastic, Standard-Other Surfaces	10	LF	\$8.89	\$88.90
12	Yellow, Solid, 6"	0.01	GM	\$37,063.88	\$370.6388
	Total				\$33,222.4188

File Attachments for Item:

10. City Council Resolution No. 2023-040 - A resolution of the City Council of the City of Lake City, Florida, declaring certain Personal Property owned by the City to be either surplus to its needs and sold at public noticed sale or determined to be obsolete, non-serviceable, or beyond economic repair pursuant to and in accordance with the provisions and requirements of Section 2-183 of the City Code, and authorizing the City to remove such surplus property when sold or disposed of from the Fixed Assets of the City.

CITY COUNCIL RESOLUTION NO. 2023-040

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

WHEREAS, the City Manager of the City of Lake City, Florida (hereinafter the "City") has received from various departments of the City a detailed list of items of property described on "Exhibit A" attached hereto (hereinafter the "Property") which are no longer used by such department; and

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED at a meeting of the City Council this ____ day of April 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

FIXED ASSET SURPLUS LIST
As of March 28, 2023

FUND	DEPT	ASSET #	DESCRIPTION	ACQ DATE	COST	S/N-VIN	DISPOSITION
General	Public Works	5192 /E460	Grasshopper Mower 52"	07/22/2010	7660.57	6061333	Donate
General	Public Works	5459/E486	Grasshopper Mower 52"	05/01/2012	7660.57	5215652	Donate
General	Public Works	E229	1973 Flatbed Trailer	06/28/1979	N/A	73FB737	Sell/Scrap
General	Public Works	E413	Grasshopper Mower 61"	10/28/2004	N/A	5512361	Donate
General	Public Works	E412	Grasshopper Mower 61"	10/28/2004	N/A	5511637	Donate
General	Recreation	N/A	Square Picnic Tables (6)	N/A	N/A	N/A	Sell/Scrap
General	IT	N/A	UPS (11)	N/A	N/A	N/A	Sell
General	IT	N/A	Computers	N/A	N/A	N/A	Sell
General	IT	N/A	Cisco Phones	N/A	N/A	N/A	Sell
General	IT	N/A	Radios & Radio Equipment	N/A	N/A	N/A	Sell
General	IT	N/A	Switches & Servers	N/A	N/A	N/A	Sell
General	IT	N/A	Camera Equipment	N/A	N/A	N/A	Sell
General	IT	N/A	Misc. Equipment	N/A	N/A	N/A	Sell
General	Police	N/A	1997 Buick Lesabre	02/13/2023	Aband.	1G4HRS2K4VH479564	Sell
General	Police	N/A	1997 Ford Pickup	02/13/2023	Aband.	1FTCR10A2VUC01805	Sell

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Public Works Date Completed: 2-08-2023

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

Description of Asset (complete all applicable items)
Make: Grasshopper Mower
Model: 227
Color: Brown & Beige
Size: 61"
Vehicle #: E412
Serial Number (if applicable): ~~5512364~~ 5511637 BK

Other Information (if available)
Date purchased: 10/28/2004
Who purchased from: _____
Cost (original): \$ 16508.70

Disposition:
Reason: Old mower, replaced with new one.

Fair Market Value \$: No value, end of life, will require moderate repairs. Based on past GovDeals approx. \$500-\$1000

Method used to determine fair market value: Depreciation rates of mowers, based on a mower valuation calculator. Also based on past GovDeals auctions.

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

If other (explain): Donate to Prison - 1st choice

If transfer, to what department? _____

If sale, requested method: Gov Deals - 2nd choice

Department Head Signature: Steve Brown Date: 2/10/23

Finance Director: Angela Moore Date: 2-16-23

CITY MANAGER USE ONLY

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

City Manager Approval Signature: Paul Pei Date: 3-6-23

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Public Works Date Completed: 2-08-2023

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: 0767 - 5192

Description of Asset (complete all applicable items)
Make: Grasshopper Mower
Model: 227
Color: Brown & Beige
Size: 52"
Vehicle #: E460
Serial Number (if applicable): 6061333

Other Information (if available)
Date purchased: 07/22/2010
Who purchased from: John's Lawn Equipment
Cost (original): \$ 7660.57

Disposition:
Reason: No longer works, hasn't been used since 2018, missing parts.

Fair Market Value \$: No value, end of life, will require significant repairs. Based on past GovDeals approx. \$300 to \$500.

Method used to determine fair market value: Depreciation rates of mowers, based on a mower valuation calculator. Also, based on past GovDeals auctions.

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

If other (explain): Donate to Prison - 1st choice

If transfer, to what department? _____

If sale, requested method: Gov Deals - 2nd choice

Department Head Signature: Steve Brown Date: 2/10/23

Finance Director: Angela Moore Date: 2-16-23

CITY MANAGER USE ONLY

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

City Manager Approval Signature: Palmer Date: 3-6-23

Revised 10-02-2020

City of Lake City Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price																								
5192	EQUIP-EQUIP-GEN	MOWER ZTR 52" W/REAR DISCHARGE-E460	15 - Public Works	07/22/2010	\$7,660.57																								
Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Purchase-New Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Public Works Specific Location: Insurance Policy: Lease Contract:		Responsible Organization: 001.15.541 - General Fund, Public Works, Road and Streets G/L Distribution Profile: Equipment Highway & Street Capitalization Date: 07/22/2010 Depreciation Status: Fully Depreciated Depreciation Method: Straight Line Asset Life in Months: 48 Manufacturer: Serial Number Model Number: Serial Number: 6061333 Model Year: 2010 Warranty Expiration Date: Barcode Number: TAG 767 Badge Number: E460 Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:		Adjustments: \$0.00 Depreciation: \$7,660.57 Net Book Value: \$0.00 Estimated Salvage Value: \$0.00 Depreciable Base: \$0.00																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Transactions:</th> <th style="text-align: left;">Status</th> <th style="text-align: left;">Date</th> <th style="text-align: left;">Type</th> <th style="text-align: right;">Amount</th> <th style="text-align: left;">Comments</th> </tr> </thead> <tbody> <tr> <td></td> <td>Posted</td> <td>05/29/2015</td> <td>Record Depreciation</td> <td style="text-align: right;">(\$7,660.57)</td> <td></td> </tr> <tr> <td></td> <td>Posted</td> <td>07/22/2010</td> <td>Record Asset</td> <td style="text-align: right;">\$7,660.57</td> <td></td> </tr> </tbody> </table>						Transactions:	Status	Date	Type	Amount	Comments		Posted	05/29/2015	Record Depreciation	(\$7,660.57)			Posted	07/22/2010	Record Asset	\$7,660.57							
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	07/22/2010	Initialize Values	conversion	07/22/2010																									
Grand Total:				1 Asset	\$7,660.57																								

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Public Works Date Completed: 2-08-2023

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

Description of Asset (complete all applicable items)
Make: Grasshopper Mower
Model: 227
Color: Brown & Beige
Size: 61"
Vehicle #: E413
Serial Number (if applicable): 5512361

Other Information (if available)
Date purchased: 10/28/2004
Who purchased from: _____
Cost (original): \$ 16508.70

Disposition:
Reason: Old mower, replaced with new one.

Fair Market Value \$: No value, end of life, will require moderate repairs. Based on past GovDeals approx. \$500 to \$1000.

Method used to determine fair market value: Depreciation rates of mowers, based on a mower valuation calculator. Also based on past GovDeals auctions.

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

If other (explain): Donate to Prison - 1st choice

If transfer, to what department? _____

If sale, requested method: GovDeals - 2nd choice

Department Head Signature: Steve Tison Date: 2/10/23

Finance Director: Angela Moore Date: 2-16-23

CITY MANAGER USE ONLY

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

City Manager Approval Signature: Paul D. J. Date: 3-6-23

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Public Works Date Completed: 2-08-2023

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: 5459

Description of Asset (complete all applicable items)
Make: Grasshopper Mower
Model: 227
Color: Brown & Beige
Size: 52"
Vehicle #: E486
Serial Number (if applicable): 6215652

Other Information (if available)
Date purchased: 05/01/2012
Who purchased from: John's Lawn Equipment
Cost (original): \$ 7660.57

Disposition:
Reason: No longer works, hasn't been used since 2018, missing parts.

Fair Market Value \$: No value, end of life, will require significant repairs. Based on past GovDeals approx. \$300 to \$500.

Method used to determine fair market value: Depreciation rates of mowers, based on a mower valuation calculator. Based on GovDeals past auctions.

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

If other (explain): Donate to Prison - 1st choice

If transfer, to what department? _____

If sale, requested method: Gov Deals - 2nd choice

Department Head Signature: Steve Rasmussen Date: 2/10/23

Finance Director: Angela Moore Date: 2-16-23

CITY MANAGER USE ONLY

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

City Manager Approval Signature: Paul D. W. Date: 3-6-23

City of Lake City
Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
--------	----------------	-------------	------------------------	------------------	-------------------------

5459	EQUIP-EQUIP-GEN	MOWER 27 HP KOH W REAR DISCHARGE DECK - E486	15 - Public Works	05/01/2012	\$8,440.71
------	-----------------	----------------------------------------------	-------------------	------------	------------

<p>Item: zM&E General</p> <p>Recorded: Yes</p> <p>Reporting Category: Capital</p> <p>Accounting Category: Governmental</p> <p>Active: Yes</p> <p>Inactive Reason:</p> <p>Asset Special Use: None</p> <p>Method of Acquisition:</p> <p>Original Acreage: 0.0000</p> <p>Responsible Employee: Koon, Denise Kilpatrick</p> <p>Assigned To Employee:</p> <p>General Location: Public Works</p> <p>Specific Location:</p> <p>Insurance Policy:</p> <p>Lease Contract:</p>	<p>Responsible Organization: 001.15.541 - General Fund, Public Works, Road and Streets</p> <p>G/L Distribution Profile: Equipment Highway & Street</p> <p>Capitalization Date: 05/01/2012</p> <p>Depreciation Status: Fully Depreciated</p> <p>Depreciation Method: Straight Line</p> <p>Asset Life in Months: 48</p> <p>Manufacturer:</p> <p>Model Number:</p> <p>Serial Number:</p> <p>Model Year:</p> <p>Warranty Expiration Date:</p> <p>Barcode Number: E486</p> <p>Badge Number:</p> <p>Vehicle License Number:</p> <p>Vehicle License Plate Type:</p> <p>Vehicle License Expiration Date:</p>	<p>Adjustments: \$0.00</p> <p>Depreciation: \$8,440.71</p> <p>Net Book Value: \$0.00</p> <p>Estimated Salvage Value: \$0.00</p> <p>Depreciable Base: \$0.00</p>
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Transactions:	Status	Date	Type	Amount	Comments
	Posted	09/30/2016	Record Depreciation	(\$1,230.94)	
	Posted	12/02/2015	Record Depreciation	(\$2,110.18)	
	Posted	05/29/2015	Record Depreciation	(\$5,099.59)	
	Posted	05/01/2012	Record Asset	\$8,440.71	

Status Changes:	Effective Date	Status Change Type	Changed By User	Change Date	By Physical Inventory
	09/30/2016	Depreciation Status	Denise Koon	11/28/2016	
	05/01/2012	Purchase Recorded	Denise Koon	05/22/2015	
	05/01/2012	Initialize Values	conversion	05/01/2012	

Grand Total:	1 Asset	\$8,440.71
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FLORIDA
DEPARTMENT of
CORRECTIONS

Governor

RON DESANTIS

Secretary

RICKY D. DIXON

501 South Calhoun Street, Tallahassee, FL 32399-2500

www.dc.state.fl.us

Mr. Steve Brown
Lake City Public Works
180 NE Gum Swamp Road
Lake City, Florida 32055

Dear Mr. Brown:

My name is Warden Randall Polk, and I am currently assigned to Columbia Correctional Institution. We are asking for donations of any lawn equipment that you might not be using. Specifically, the following:

Asset# 5192/E460	Grasshopper Mower Model 227 52"	Serial# 6061333
Asset# 5459/E486	Grasshopper Mower Model 227 52"	Serial# 5215652
Asset# N/A/E413	Grasshopper Mower Model 227 61"	Serial# 5512361
Asset# N/A/E412	Grasshopper Mower Model 227 61"	Serial# 5511637

Your consideration in donating to our facility will be greatly appreciated.

If you have any questions regarding this request, please contact me at (386) 754-7601

Sincerely,

Warden Randall Polk
Columbia Correctional Institution

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Public Works Date Completed: 02/07/2023

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

Description of Asset (complete all applicable items)
Make: 1973 Flat Bed Trailer
Model: _____
Color: _____
Size: 30 ft long x 7 ft wide
Vehicle #: E229
Serial Number (if applicable): 73FB737

Other Information (if available)
Date purchased: 1979 (based on information on registration)
Who purchased from: Finance has no record.
Cost (original): \$ Finance has no record.

Disposition:
Reason: No longer needed, in extremely poor condition, axles and tires need replaced, very rusty

Fair Market Value \$: End of life.

Method used to determine fair market value: Condition: Trailer is 50 years old & is in poor shape.

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

If other (explain): Scrap

If transfer, to what department? _____

If sale, requested method: GovDeals

Department Head Signature: Steve B... Date: 2/10/23

Finance Director: Angela Moore Date: 2-16-23

CITY MANAGER USE ONLY

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

City Manager Approval Signature: [Signature] Date: 3-6-23

02/12/93
09:21 AM

VEHICLE UNIT MASTER LIST

UNIT NUMBER	TYPE FUEL	DEPT.#	YEAR	MAKE/MODEL	VEHICLE ID #	TAG #	GAS CARD #	DRIVER
98								
99								
100								
101	UNLEADED	572	1991	CHEVROLET FLEET SIDE	1GDCD14H4MZ154193	99002		97 R. LITTLE
102								
103	UNLEADED	572	1990	CHEVROLET PAU TRK	1GDCD14K9LE196702	67075		128 MIKE FELTON
104	REGULAR	572	1977	FORD TRUCK	F15MN088512	67013		121 CARLOS BROWN
105								
106	REGULAR	572	1976	CHEVROLET BUS	CSE626V140145	67009		109 HEYWARD CHRISTIE
107	REGULAR	572	1985	FORD VAN ***LEASED	1FBHS31H6FHB70431	73233		107 LINDA WILLIAMS
108								
109	UNLEADED	532	1977	DODGE VAN	B11AB7K107685	42572		54 KEN GRAY
110								
111								
112	REGULAR	592	1985	GMC SILVER TRUCK	1GDDC24M3FS508910	66994		130 C. BRUCE
113								
114								
115	REGULAR	572	1974	DODGE TRUCK	D14AE48111012	42569		145 GIVEN TO REC. DEPT.
116	REGULAR	592	1968	FORD TRUCK WRECKER	F25AN014259	42571		116 S. STITH
117								
118								
119	REGULAR	532	1974	DODGE SEWER MACHINE	D31BE45093242	44892		119 DOWNTOWN AUCTION
120								
121	N/A	541		OLD D.O.T. FABRICATED TRAILER	N/A	99007		
122		541	1973	FLAT BED TRAILER	73FB737	44894		
123	REGULAR	572		THIS VEHICLE DONATED TO LIBRARY AUCTION 3-90.				
124								
125	UNLEADED	541	1988	DODGE RAM TRUCK	1B7FD14X3JS746489	67040		125 DUMAS
127	UNLEADED	572	1988	DODGE TRUCK	JB7FL24D3JP096127	67045		127 MARIO
128		572		EQUIPMENT TRAILER 12 X 6		99005		ROGER LITTLE
129	N/A	572		16' TRAILER FABRICATED/BAILEYS		67043		
130		572		HOME MADE TRAILER		99006		ROGER LITTLE
131	UNLEADED	542	1991	CHEVROLET FLEET SIDE	1GDCD14H8MZ150969	66982		51 M. ADAMS
132								
133								
134								
135	UNLEADED	532	1983	DODGE TRUCK	1B7FD14TXDS458955	50634		165 M. BOHLING
136	REGULAR	532	1984	GMC TRUCK	1GDDC24MXE8526237	66993		133 M. DELOACH
137	REGULAR	541	1965	FORD TRUCK	F809U588234	52067		137 D. WHITE
138								
139								
140								
141								
142	UNLEADED	541	1985	FORD F-700 BUCKET	1FDWF70HXFVA22702	66996		26 WILLIAM DAVIS
143								
144	DIESEL	541	1991	FORD F-800	1FDPK84PXMVA20B08	66987		95 JEROME
145	N/A	541	1972	HOBBS LIMEROCK TRAILER	FHP966303	52068		
146								
147								

PRINTED IN USA

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, auticycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
CITY OF LAKE CITY
205 N MARION AVE
LAKE CITY, FL 32055

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 29 / 1 T# 1767343535
 B# 1486875

FLORIDA TRAILER REGISTRATION

PLATE	CITY44893	DECAL		Expires	NO EXPIRATION			
YR/MK	1973/PICK	BODY	TL	COLOR	UNK	Reg. Tax		Class Code
VIN	73FB737			TITLE	16637445	Init. Reg.		Tax Months
Plate Type	CVR	NET WT	6100			County Fee	3.00	Back Tax Mos
DL/FEID	596000352-01					Mail Fee		Credit Class
Date Issued	6/28/1979	Plate Issued	1/1/1998			Sales Tax		Credit Months
						Voluntary Fees		
						Grand Total	3.00	

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

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

CVR - CITY VEHICLES

CITY OF LAKE CITY ASSET DISPOSITION REQUEST

Department: Recreation Date Completed: 02/06/2023

Identify Asset: Square Picnic Table

Description of Asset (complete all applicable items)

Make: _____
Model: _____
Color: Blue tops & seats with black legs
Size: approx. 6ftx6ft (quantity 6 each)

Serial Number (if applicable): _____

Other Information (if available)

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

Disposition:

Reason: Was utilized by Recreation dept. no longer needed.

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale ^{1st choice} Other

If other (explain): scrap - 2nd choice

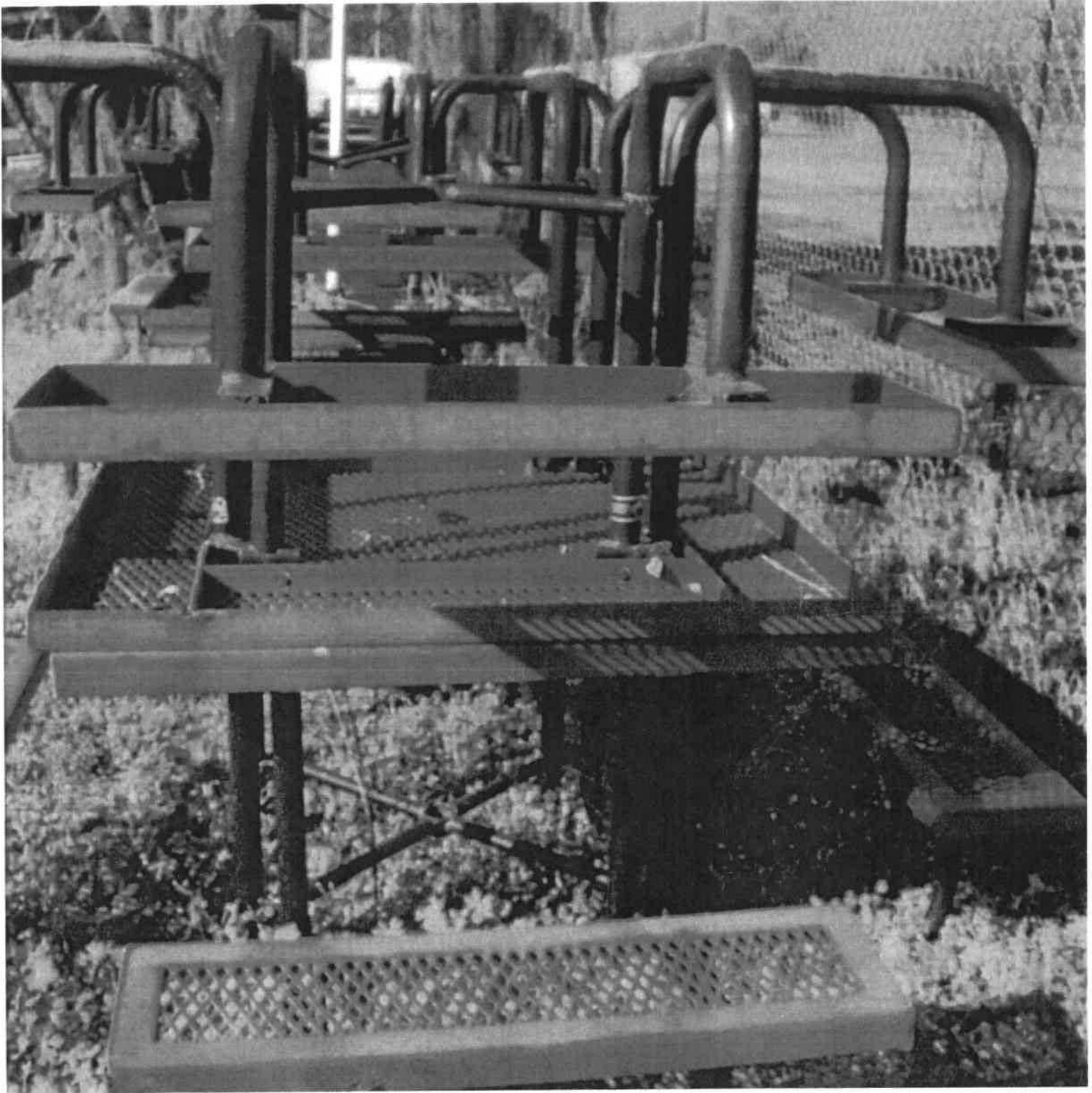
If transfer, to what department? _____

Department Head Signature: *Terri Puzic* Date: 2/9/23

Finance Director: *Angie Moore* Date: 2-16-23

CITY MANAGER USE ONLY

City Manager Approval Signature: *Paul W. [Signature]* Date: 3-6-23



CITY OF LAKE CITY
ASSET DISPOSITION REQUEST

Department: IT Department Date Completed: 01/18/2023

Identify Asset: UPS (Uninterrupted Power Supply)

Description of Asset (complete all applicable items)

Make: Avaya & Tripp Lite UPS
Model: PW9125 2000 20R & BP72V28RT-3U & SU3000RTXL2U
Color: _____
Size: 1 pallet w/ 11 UPS

Serial Number (if applicable): See serial #'s on attached sheet.

Other Information (if available)

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

Disposition:

Reason: UPS was replaced with newer ones, no longer needed.

Fair Market Value \$: _____

Method used to determine fair market value: _____

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

If other (explain): _____

If transfer, to what department? _____

Department Head Signature: [Signature] Date: 1/26/23

Finance Director: Angela Moore Date: 2-16-23

CITY MANAGER USE ONLY

City Manager Approval Signature: [Signature] Date: 3-6-23

DESCRIPTION	MODEL	SERIAL #
Avaya UPS	PW9125 2000 20R	042R01310523
Avaya UPS	PW9125 2000 20R	042R01310927
Avaya UPS	PW9125 2000 20R	042R01310522
Tripp Lite UPS	BP72V28RT-3U	2238CY0BP839400020
Tripp Lite UPS	BP72V28RT-3U	2238CY0BP839400019
Tripp Lite UPS	SU3000RTXL2U	2236WW0PS704800370
Tripp Lite UPS	SU3000RTXL2U	2236WW0PS704800367
Tripp Lite UPS	SU3000RTXL2U	2236WW0PS704800368
Tripp Lite UPS	SU3000RTXL2U	2236WW0PS704800369
Tripp Lite UPS	SU3000RTXL2U	9935JW0PS704800128
Tripp Lite UPS	SU3000RTXL2U	9935JW0PS704800005

**CITY OF LAKE CITY
ASSET DISPOSITION REQUEST**

Department: Information Technology Date Completed: 1-26-2023

Identify Asset: Computers

Description of Asset (complete all applicable items)

Make: See Attached
Model: Dell Optiplex - Acer - HP - Toshiba - GETAC
Color: _____
Size: _____

Serial Number (if applicable): _____

Other Information (if available)

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

Disposition:

Reason: Obsolete / No longer used / Replaced

Fair Market Value \$: _____

Method used to determine fair market value: _____

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

If other (explain): _____

If transfer, to what department? _____

Department Head Signature: [Signature] Date: 1/26/23

Finance Director: Angela Moore Date: 2-16-23

CITY MANAGER USE ONLY

City Manager Approval Signature: [Signature] Date: 3-6-23

Revised 10-26-10

Computers

DELL Optiplex 3050

G3DM6L2
JTGP3F2
87DM6L2
73DM6L2
G5DM6L2
J6DM6L2
7CKXJH2
48DM6L2
27DM6L2
342WWK2
38DM6L2
45DM6L2
BVG3P3F2
G9DM6L2
6WBHGK2
7CGRJH2
77DM6L2
47DM6L2
1VGP3F2
7CMQJH2
7CHMJH2
95DM6L2
C4DM6L2
B7DM6L2
7CPWJH2
D6DM6L2
78DM6L2
H3DM6L2
67DM6L2
H7DM6L2

Dell Opti 380

2ZB1PM1
JRR3KM1
JQYHKM1

Dell Opti 3010

5NFSNV1
61HSSW1

Optiplex 3060

1LJCZ52
1LDFZ52
1WHCZV2
HT7Z7X2
1LB9ZV2
HRKSDX2
2JJDZV2
2JF9ZV2
2JLHZV2
2JB9ZV2

Optiplex 3070

7SJZ903
7RWS903
7N60303

Optiplex 790

FN46XV1
FN5GXV1
FN4RXV1
FN5FXV1
FMR46V1

DELL E5550

8NGKN72
1XJJN72
56R4062
B7RLN72
DXJJN72
5JGKN72
GQ5JN72
D8FLQN1

Dell GX270

2NBRQ31
HMBRQ31
5RKRW41

Dell XPS

BVXT182

Optiplex 7010

FLPQJ02

HP Thinkpad

LR-3ZNNK
LR-3ZNFR
LR-3ZNHP

Acer 5635

603204825

DELL 7470

452T3G2
8FY8YF2
70SNYF2
5ZT7YF2
DBPBVF2
HBBS362
8DLHYF2
5234NC2
HXHV3G2

Dell D510

8W36S91

HP Probook

NO SN

Acer Aspire

DTSUVAA0034180348F3000

Dell 5540

8DQ0M32
18K0M32

Dell 5510

9B78N1

GETAC 8410

RH50350219

QAL51

3214500234

Dell 5559

9WYLSC2

Lenovo Ideapad

MP1CS5RE

Toshiba 6100

92018285JU

Dell Lat 5520

3QBFLQ1

Dell Studio 1737

60W0WK1

**CITY OF LAKE CITY
ASSET DISPOSITION REQUEST**

Department: Information Technology Date Completed: 1-26-2023

Identify Asset: Cisco Telephones

Description of Asset (complete all applicable items)

Make: See Attached Cisco Phones
Model: _____
Color: _____
Size: _____

Serial Number (if applicable): _____

Other Information (if available)

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

Disposition:

Reason: Obsolete / No longer used / Replaced

Fair Market Value \$: _____

Method used to determine fair market value: _____

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

If other (explain): _____

If transfer, to what department? _____

Department Head Signature: [Signature] Date: 1/26/23

Assistant Finance Director: Angela Moore Date: 2-16-23

CITY MANAGER USE ONLY

City Manager Approval Signature: [Signature] Date: 3-6-23

Cisco Phones

CP - 7941	33
CP - 7821	62
CP - 7961	2
CP - 7841	5
CP - 6921	1
CP - 7962	1
CP - 7911	14
CP - 7942	9
Cell 7921	8

**CITY OF LAKE CITY
ASSET DISPOSITION REQUEST**

Department: Information Technology Date Completed: 1-26-2023

Identify Asset: Radios and Radio Equipment

Description of Asset (complete all applicable items)

Make: See Attached
Model: ICT - Icom - GE - Midland
Color: _____
Size: _____

Serial Number (if applicable): _____

Other Information (if available)

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

Disposition:

Reason: Obsolete / No longer used / Replaced


Fair Market Value \$: _____

Method used to determine fair market value: _____

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

If other (explain): _____

If transfer, to what department? _____

Department Head Signature:  Date: 1/26/23

Assistant Finance Director: Angela Moore Date: 2-16-23

CITY MANAGER USE ONLY

City Manager Approval Signature:  Date: 3-6-23

Revised 10-26-10

Radios and Radio equipment

XTS1500

687CKV0130 687CNF7154
687CKV0132 687CNF7155
687CKV0134 687CNLD2061
687CKV0135 687CPT1251
687CKV0136 687CPT1252
687CKV0138 687CPT1254
687CKV0140 687CPT1255
687CLD2062

687CLD2063 **XPR3500C**
687CLD2065 867TTKN146
687CLD2066 867TUB2477

687CLD2066
687CLD2067 **APX6000**
687CLD2070 481CVP0412
687CLD2071

687CLD2072 **IC-F4001**
687CLD2074 02012908-4
687CLD2076 02008958-4
687CLD2077 43009499-6
687CLD2079

687CLD2080 **CP200**
687CLD2081 018TMSK363
687CLD2082 018TMSK301
687CLD2083 018TEQS748
687CLD2084

687CLD2084 **PR400**
687CLD2085 442TH6B803
687CLD2086 442THGB809
687CLD2087

687CLD2088 **SP50 - NO SN**
687CLD2089 7 TOTAL
687CLD2090

687CNF7146 **ICT Power Supply - 20AR**
687CNF7147 031000966
687CNF7148 031001081
687CNF7149 031000956
687CNF7150 031000955
687CNF7151 031000969
687CNF7153 031001074
031001082
031001076
031001075

EF Johnson Radio

242-7640

GE Radio

10P13

IC-F1721D

4102037

TM-628H

11010A1132

APX 1500

466CSP0321
466CSP0322
466CTD0004
466CSP0320

CMD1250

103GSR141
103TJF589
103TJCF876

CMD155PCS

001TGG1936

Icom FR5000

0107497
0107657
0107655
0107459
0107536
0107662
0107510
0107472
0107495
0103767
0103771

SL-15CDM

207090120

XTL1500

726CMD0023
726CMD0022
726CMD0024
726CMD0027
726CLK0281
726CLK0282
726CMD0025

iCOM Transmitter - no SN RF Tech

5 total 005008
005007

Midland Power Supply

889010

Midland Power Supply

CA26066075
CA23143572
CA23143571
CA23143579
CA23143584

**CITY OF LAKE CITY
ASSET DISPOSITION REQUEST**

Department: Information Technology Date Completed: 1-26-2023

Identify Asset: Switches and Servers

Description of Asset (complete all applicable items)

Make: See Attached
Model: Cisco - Dell
Color: _____
Size: _____

Serial Number (if applicable): _____

Other Information (if available)

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

Disposition:

Reason: Obsolete / No longer used / Replaced

Fair Market Value \$: _____

Method used to determine fair market value: _____

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

If other (explain): _____

If transfer, to what department? _____

Department Head Signature: [Signature] Date: 1/26/23

Assistant Finance Director: Angela Moore Date: 2-16-23

CITY MANAGER USE ONLY

City Manager Approval Signature: [Signature] Date: 3-6-23

Switch & Servers

<u>Switch</u>	QTY	<u>Server</u>	QTY
Cisco 1800	1	Cisco ASA 5505	3
Cisco 2800	3	Cisco Asa 5510	1
Cisco 2950-24	5	Cisco ASA 5512x	1
Cisco 2960-24	5	Dell E03J	1
Cisco 3500-48	1	Dell PE 1950	2
Cisco 3560-24	3	Dell PE 2950	1
Cisco 3560-48	2	Dell PE 2970	1
Cisco 3560-8	1	Dell PE R630	2
Cisco 3560x-24	2	Dell PE R710	2
Cisco 3750G	2	Dell RSA	2
Cisco ATA 186	1	IBM 3650	1
Cisco VG202	2	Dell PE R310	3
Dell 2808	1	Cisco UCS C200 M2	1
Dell 5524	2		
Dell PE 6224	2		
Dell X10	1		
Netgear FS524	1		
SonicWall 400	1		

CITY OF LAKE CITY ASSET DISPOSITION REQUEST

Department: Information Technology Date Completed: 1-26-2023

Identify Asset: Camera Equipment

Description of Asset (complete all applicable items)

Make: See Attached

Model: Cisco - Dell - IBM - Netgear

Color: _____

Size: _____

Serial Number (if applicable): _____

Other Information (if available)

Date purchased: _____

Who purchased from: _____

Cost (original): \$ _____

Disposition:

Reason: Obsolete / No longer used / Replaced

Fair Market Value \$: _____

Method used to determine fair market value: _____

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

If other (explain): _____

If transfer, to what department? _____

Department Head Signature: [Signature] Date: 1/26/23

Assistant Finance Director: Angela Moore Date: 2-16-23

CITY MANAGER USE ONLY

City Manager Approval Signature: [Signature] Date: 3-6-23

Revised 10-26-10

Camera Systems

<u>Item</u>	QTY
Clinton B1HD Camera	24
Clinton CE- VX2HD	11
Clinton DVR	4
Dua DVR	1
Dua HDCVI (Ball)	13
Dua HDCVI (Bullet)	7
GE TVC	6
GE UAS2	2
Interlogic TVB4404	5
Interlogic TVB-4406	2
Interlogic TVC M1245E	3
Interlogic TVD-4404	8
Interlogic UVD-UA4	9
Interlogix TVB-5304	48
Kantek control boxes	5
Pelco EM1450	2
Speco 04VB1	4
truVision DVR	4

**CITY OF LAKE CITY
ASSET DISPOSITION REQUEST**

Department: Information Technology Date Completed: 1-26-2023

Identify Asset: Misc Equipment

Description of Asset (complete all applicable items)

Make: See Attached
Model: _____
Color: _____
Size: _____

Serial Number (if applicable): _____

Other Information (if available)

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

Disposition:

Reason: Obsolete / No longer used / Replaced

Fair Market Value \$: _____

Method used to determine fair market value: _____

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

If other (explain): _____

If transfer, to what department? _____

Department Head Signature: [Signature] Date: 1/26/23

Assistant Finance Director: Angela Moore Date: 2-16-23

CITY MANAGER USE ONLY

City Manager Approval Signature: [Signature] Date: 3-6-23

Revised 10-26-10

MISC Equipment

<u>Item</u>	QTY
Barracuda 410	1
SonicWall TZ105	2
SonicWall TZ 115	1
SonicWall TZ 170	9
QNAP	1
Intermec PD	1
MagicCard Enduro 3E	1

File Attachments for Item:

11. City Council Resolution No. 2023-041 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an Addendum to the Gas Services Agreement with the Florida Gas Utility, a public body corporate and politic; providing for the participation in a natural gas pre-pay transaction; and providing for an effective date. (Directive 2023A)

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Natural Gas Hedging

DEPT / OFFICE: Natural Gas

Originator: Steve Brown, Director of Natural Gas		
City Manager Paul Dyal	Department Director Steve Brown	Date 3/28/2023
<p>Recommended Action: Our recommendation is to authorize the execution of the directive for the next two prepaid deals.</p>		
<p>Summary Explanation & Background: The natural gas market has continued to see market volatility. The City of Lake City as a member of Florida Gas Utility entered into 4 discounted gas deals last year to prevent this extreme cost from being past along to our valued customers. Florida Gas Utility has brought to our attention that we have the opportunity to participate in two more deals.</p> <p>Mr. Tom Geoffroy's has volunteered to come present a plan to show the overall cost savings.</p>		
<p>Alternatives: Not to participate</p>		
<p>Source of Funds: 420.80.532-030.49</p>		
<p>Financial Impact:</p>		
<p>Exhibits Attached:</p>		

CITY COUNCIL RESOLUTION NO. 2023-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY FLORIDA, AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE GAS SERVICES AGREEMENT WITH THE FLORIDA GAS UTILITY, A PUBLIC BODY CORPORATE AND POLITIC; PROVIDING FOR THE PARTICIPATION IN A NATURAL GAS PRE-PAY TRANSACTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Gas Utility (hereinafter the “FGU”) was formed by Interlocal Agreement on September 1, 1989, which was subsequently amended by the Amended Interlocal Agreement on June 1, 1992, and thereafter amended and restated by Amended and Restated Interlocal Agreement dates as of July 1, 1996, and thereafter amended and restated by Second Amended and Restated Interlocal Agreement dated as of July 27, 1999 (hereinafter the “Interlocal Agreement”); and

WHEREAS, in order to take advantage of perceived opportunities created by the restructuring of natural gas services, FGU was established between and among several public agencies for the purpose of achieving savings through joint services for its Members; and

WHEREAS, FGU will take or cause to be taken all steps necessary for the acquisition of, and will undertake such contractual arrangements necessary to secure, a suitable supply of Gas or a suitable pricing mechanism including Financial Products, or both, under one or more Gas Purchase Contracts or Financial Instruments; and

WHEREAS, the City and FGU entered into the All Requirements Gas Services Agreement dated October 1, 2016 (hereinafter the “Agreement”) and the

parties desire to amend said agreement to allow the City to participate in a gas pre-pay transaction initiated by the Municipal Gas Authority of Georgia (hereinafter “MGAG”); and

WHEREAS, the city administration has reviewed the terms and conditions of the *Directive Confirmation and Addendum*, attached hereto, and the documentation referred to therein; and

WHEREAS, the city administration recommends that the City Council execute the *Directive Confirmation and Addendum* to serve as an Addendum to the Agreement and to memorialize the City’s participation in the aforementioned gas pre-pay transaction; and

WHEREAS, the City Council finds that the execution of the *Directive Confirmation and Addendum* is in the best interests of the City.

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

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

Section 2. The Mayor is authorized to execute the *Directive Confirmation and Addendum* to serve as Addendum to the Agreement with FGU.

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

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

PASSED AND ADOPTED at a meeting of the City Council this ____ day of April 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

Directive Confirmation and Addendum

To: Thomas A. Geoffroy, General Manager & CEO
Florida Gas Utility

From: City of Lake City (referred to in this Directive as "Participant")

Subject: Firm Gas Supply Authorization Under All Requirements Gas Services Agreement - MGAG Pending Transaction 2023A

This directive and authorization ("Directive") is given pursuant to the All Requirements Gas Services Agreement between Florida Gas Utility ("FGU") and Participant, dated as of October 1, 2016 (the "Agreement") and will constitute an Addendum to the Agreement. The gas to be delivered under this Directive shall, except as otherwise provided herein, be supplied in accordance with Article III of the Agreement.

FGU has shared with Participant information concerning an opportunity to participate in a gas pre-pay transaction initiated by Municipal Gas Authority of Georgia ("MGAG"). Under the proposal, MGAG has offered initial minimum discounted pricing of \$0.45/Dth off Inside FERC First of Month Index for the applicable geographic zone, for an approximate 30-year commitment to purchase firm quantities of gas, subject to a number of adjustments and variables, including future bond re-pricings after the first five to ten years, that will occur thereafter at approximate five-year intervals over the term (the "Variable Discount"). If the Variable Discount achieved during any re-pricing period is below \$0.23/Dth (the "Minimum Discount"), then the Participant has the option, but not the obligation, to exercise its right to terminate its participation in the remainder of the Transaction. MGAG also has the right to terminate the gas purchase agreement with FGU under certain circumstances. The detailed terms and conditions of the MGAG offer are contained in gas purchase documentation that FGU has previously delivered to Participant (the "MGAG Pending Transaction 2023A Documentation"). FGU is willing to enter into the MGAG Pending Transaction 2023A Documentation on behalf of and as agent for Participant, upon Participant's execution of this Directive, and upon receipt of other Directives from other FGU Members wishing to participate in MGAG's offer. This Directive will not become effective until FGU executes and enters into the MGAG Pending Transaction 2023A Documentation.

Participant hereby requests and authorizes FGU to secure firm gas supply on behalf of and as agent for Participant in the following quantities, under the terms and conditions of the MGAG Pending Transaction 2023A Documentation and the Agreement (the "Transaction"):

Term: For a term of up to 30 years starting no earlier than April 1, 2023, subject to MGAG’s termination rights under the MGAG Pending Transaction 2023A Documentation and Participant’s termination rights in the event: 1) that the Minimum Discount is not achieved in any re-pricing period; or 2) that its load requirements are significantly reduced or extinguished.

Quantity: 248 Dths per day, firm for the months of November – March in year one through and including year 30 of the Transaction;

209 Dths per day, firm for the months of April – October in year one through and including year 30 of the Transaction.

Participant will be obligated to take, or pay for, the designated quantity throughout the term, notwithstanding fluctuations in Participant’s gas supply requirements as otherwise permitted under Article III of the Agreement. Gas supplies furnished pursuant to this Directive shall constitute a portion of Participant’s gas requirements as contemplated in Article III (A) of the Agreement and shall be transported to Participant pursuant to Article II of the Agreement.

Price: Variable based on Inside FERC First of Month Index for the applicable geographic zone minus the Variable Discount, which initially shall be a minimum of \$0.45/Dth, portions of which shall be applied on a monthly basis with the remainder applied on an annual basis. About year five to ten and approximately every fifth year thereafter for the full term, the Variable Discount will be subject to adjustment. Participant shall be obligated to pay a pro rata share of all other costs payable by FGU under the MGAG Pending Transaction 2023A Documentation as described below.

Location: Receipt point(s) in FGT Zone 3 or as otherwise determined by FGU’s General Manager in accordance with the MGAG Pending Transaction 2023A Documentation.

Participant will be required to execute additional documentation in connection with the implementation of the Transaction (such as certificates as to base load percentages and use) and periodically thereafter in accordance with the MGAG Pending Transaction 2023A Documentation and will be subject to certain limitations on the use of gas purchased under this Directive, all as set forth in the MGAG Pending Transaction 2023A Documentation.

Participant acknowledges that any quantities purchased by FGU pursuant to this Directive will be purchased under firm contracts and that FGU will be required to take delivery of such quantities. Participant agrees to pay all amounts becoming due with respect to the gas to be delivered under this Directive, in accordance with the terms of the MGAG Pending Transaction 2023A Documentation and the Agreement, regardless of whether the gas is actually delivered to or used by Participant. Purchaser accepts the risks and limitations otherwise described in the MGAG Pending Transaction 2023A Documentation and hereby agrees to pay its share of all costs, expenses and liabilities (including court costs and attorney fees) incurred by FGU in

connection with its obligations arising under or in respect of the MGAG Pending Transaction 2023A Documentation or the transactions contemplated thereby. Furthermore, Participant understands that any claim for adequate assurance that results in a required payment or deposit by FGU, an early termination resulting in early termination costs, or any other costs, incurred by FGU on Participant's behalf because of this Transaction, shall be the responsibility of Participant in accordance with the terms of the Agreement.

This Directive is given as an Addendum to the Agreement for the purchase of a specific supply of gas and shall constitute a contractual obligation of Participant. In the event of a conflict between the terms of the MGAG Pending Transaction 2023A Documentation, as implemented by this Directive, and the terms of the Agreement, the terms of this Directive and the MGAG Pending Transaction 2023A Documentation shall control.

THIS DIRECTIVE SUPERCEDES ALL PRIOR AND CONTEMPORANEOUS DIRECTIVES REGARDING THE MUNICIPAL GAS AUTHORITY OF GEORGIA'S PENDING TRANSACTION 2023A AND CONSTITUTES THE SOLE, PREVAILING DIRECTIVE WITH REGARD TO THE SUBJECT MATTER ADDRESSED HEREIN.

Authorized Signature

Print Name

Date

File Attachments for Item:

12. City Council Resolution No. 2023-042 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an Addendum to the Gas Services Agreement with the Florida Gas Utility, a public body corporate and politic; providing for the participation in a natural gas pre-pay transaction; and providing for an effective date. (Directive 2023B)

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Natural Gas Hedging

DEPT / OFFICE: Natural Gas

Originator: Steve Brown, Director of Natural Gas		
City Manager Paul Dyal	Department Director Steve Brown	Date 3/28/2023
<p>Recommended Action: Our recommendation is to authorize the execution of the directive for the next two prepaid deals.</p>		
<p>Summary Explanation & Background: The natural gas market has continued to see market volatility. The City of Lake City as a member of Florida Gas Utility entered into 4 discounted gas deals last year to prevent this extreme cost from being past along to our valued customers. Florida Gas Utility has brought to our attention that we have the opportunity to participate in two more deals.</p> <p>Mr. Tom Geoffroy's has volunteered to come present a plan to show the overall cost savings.</p>		
<p>Alternatives: Not to participate</p>		
<p>Source of Funds: 420.80.532-030.49</p>		
<p>Financial Impact:</p>		
<p>Exhibits Attached:</p>		

CITY COUNCIL RESOLUTION NO. 2023-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY FLORIDA, AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE GAS SERVICES AGREEMENT WITH THE FLORIDA GAS UTILITY, A PUBLIC BODY CORPORATE AND POLITIC; PROVIDING FOR THE PARTICIPATION IN A NATURAL GAS PRE-PAY TRANSACTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Gas Utility (hereinafter the “FGU”) was formed by Interlocal Agreement on September 1, 1989, which was subsequently amended by the Amended Interlocal Agreement on June 1, 1992, and thereafter amended and restated by Amended and Restated Interlocal Agreement dates as of July 1, 1996, and thereafter amended and restated by Second Amended and Restated Interlocal Agreement dated as of July 27, 1999 (hereinafter the “Interlocal Agreement”); and

WHEREAS, in order to take advantage of perceived opportunities created by the restructuring of natural gas services, FGU was established between and among several public agencies for the purpose of achieving savings through joint services for its Members; and

WHEREAS, FGU will take or cause to be taken all steps necessary for the acquisition of, and will undertake such contractual arrangements necessary to secure, a suitable supply of Gas or a suitable pricing mechanism including Financial Products, or both, under one or more Gas Purchase Contracts or Financial Instruments; and

WHEREAS, the City and FGU entered into the All Requirements Gas Services Agreement dated October 1, 2016 (hereinafter the “Agreement”) and the

parties desire to amend said agreement to allow the City to participate in a gas pre-pay transaction initiated by the Municipal Gas Authority of Georgia (hereinafter “MGAG”); and

WHEREAS, the city administration has reviewed the terms and conditions of the *Directive Confirmation and Addendum*, attached hereto, and the documentation referred to therein; and

WHEREAS, the city administration recommends that the City Council execute the *Directive Confirmation and Addendum* to serve as an Addendum to the Agreement and to memorialize the City’s participation in the aforementioned gas pre-pay transaction; and

WHEREAS, the City Council finds that the execution of the *Directive Confirmation and Addendum* is in the best interests of the City.

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

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

Section 2. The Mayor is authorized to execute the *Directive Confirmation and Addendum* to serve as Addendum to the Agreement with FGU.

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

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

PASSED AND ADOPTED at a meeting of the City Council this ____ day of April 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

Directive Confirmation and Addendum

To: Thomas A. Geoffroy, General Manager & CEO
Florida Gas Utility

From: City of Lake City (referred to in this Directive as "Participant")

Subject: Firm Gas Supply Authorization Under All Requirements Gas Services Agreement - MGAG Pending Transaction 2023B

This directive and authorization ("Directive") is given pursuant to the All Requirements Gas Services Agreement between Florida Gas Utility ("FGU") and Participant, dated as of October 1, 2016 (the "Agreement") and will constitute an Addendum to the Agreement. The gas to be delivered under this Directive shall, except as otherwise provided herein, be supplied in accordance with Article III of the Agreement.

FGU has shared with Participant information concerning an opportunity to participate in a gas pre-pay transaction initiated by Municipal Gas Authority of Georgia ("MGAG"). Under the proposal, MGAG has offered initial minimum discounted pricing of \$0.45/Dth off Inside FERC First of Month Index for the applicable geographic zone, for an approximate 30-year commitment to purchase firm quantities of gas, subject to a number of adjustments and variables, including future bond re-pricings after the first five to ten years, that will occur thereafter at approximate five-year intervals over the term (the "Variable Discount"). If the Variable Discount achieved during any re-pricing period is below \$0.23/Dth (the "Minimum Discount"), then the Participant has the option, but not the obligation, to exercise its right to terminate its participation in the remainder of the Transaction. MGAG also has the right to terminate the gas purchase agreement with FGU under certain circumstances. The detailed terms and conditions of the MGAG offer are contained in gas purchase documentation that FGU has previously delivered to Participant (the "MGAG Pending Transaction 2023B Documentation"). FGU is willing to enter into the MGAG Pending Transaction 2023B Documentation on behalf of and as agent for Participant, upon Participant's execution of this Directive, and upon receipt of other Directives from other FGU Members wishing to participate in MGAG's offer. This Directive will not become effective until FGU executes and enters into the MGAG Pending Transaction 2023B Documentation.

Participant hereby requests and authorizes FGU to secure firm gas supply on behalf of and as agent for Participant in the following quantities, under the terms and conditions of the MGAG Pending Transaction 2023B Documentation and the Agreement (the "Transaction"):

Term: For a term of up to 30 years starting no earlier than April 1, 2023, subject to MGAG’s termination rights under the MGAG Pending Transaction 2023B Documentation and Participant’s termination rights in the event: 1) that the Minimum Discount is not achieved in any re-pricing period; or 2) that its load requirements are significantly reduced or extinguished.

Quantity: 248 Dths per day, firm for the months of November – March in year one through and including year 30 of the Transaction;

209 Dths per day, firm for the months of April – October in year one through and including year 30 of the Transaction.

Participant will be obligated to take, or pay for, the designated quantity throughout the term, notwithstanding fluctuations in Participant’s gas supply requirements as otherwise permitted under Article III of the Agreement. Gas supplies furnished pursuant to this Directive shall constitute a portion of Participant’s gas requirements as contemplated in Article III (A) of the Agreement and shall be transported to Participant pursuant to Article II of the Agreement.

Price: Variable based on Inside FERC First of Month Index for the applicable geographic zone minus the Variable Discount, which initially shall be a minimum of \$0.45/Dth, portions of which shall be applied on a monthly basis with the remainder applied on an annual basis. About year five to ten and approximately every fifth year thereafter for the full term, the Variable Discount will be subject to adjustment. Participant shall be obligated to pay a pro rata share of all other costs payable by FGU under the MGAG Pending Transaction 2023B Documentation as described below.

Location: Receipt point(s) in FGT Zone 3 or as otherwise determined by FGU’s General Manager in accordance with the MGAG Pending Transaction 2023B Documentation.

Participant will be required to execute additional documentation in connection with the implementation of the Transaction (such as certificates as to base load percentages and use) and periodically thereafter in accordance with the MGAG Pending Transaction 2023B Documentation and will be subject to certain limitations on the use of gas purchased under this Directive, all as set forth in the MGAG Pending Transaction 2023B Documentation.

Participant acknowledges that any quantities purchased by FGU pursuant to this Directive will be purchased under firm contracts and that FGU will be required to take delivery of such quantities. Participant agrees to pay all amounts becoming due with respect to the gas to be delivered under this Directive, in accordance with the terms of the MGAG Pending Transaction 2023B Documentation and the Agreement, regardless of whether the gas is actually delivered to or used by Participant. Purchaser accepts the risks and limitations otherwise described in the MGAG Pending Transaction 2023B Documentation and hereby agrees to pay its share of all costs, expenses and liabilities (including court costs and attorney fees) incurred by FGU in

connection with its obligations arising under or in respect of the MGAG Pending Transaction 2023B Documentation or the transactions contemplated thereby. Furthermore, Participant understands that any claim for adequate assurance that results in a required payment or deposit by FGU, an early termination resulting in early termination costs, or any other costs, incurred by FGU on Participant's behalf because of this Transaction, shall be the responsibility of Participant in accordance with the terms of the Agreement.

This Directive is given as an Addendum to the Agreement for the purchase of a specific supply of gas and shall constitute a contractual obligation of Participant. In the event of a conflict between the terms of the MGAG Pending Transaction 2023B Documentation, as implemented by this Directive, and the terms of the Agreement, the terms of this Directive and the MGAG Pending Transaction 2023B Documentation shall control.

THIS DIRECTIVE SUPERCEDES ALL PRIOR AND CONTEMPORANEOUS DIRECTIVES REGARDING THE MUNICIPAL GAS AUTHORITY OF GEORGIA'S PENDING TRANSACTION 2023B AND CONSTITUTES THE SOLE, PREVAILING DIRECTIVE WITH REGARD TO THE SUBJECT MATTER ADDRESSED HEREIN.

Authorized Signature

Print Name

Date

File Attachments for Item:

13. City Council Resolution No. 2023-044 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Benesch f/k/a Tindale-Oliver Design Group, LLC. for consulting services to assist the City in accomplishing the Fire Rescue Assessment Project for Fiscal Year 2023 and Fiscal Year 2024, at a cost not-to-exceed \$32,875.00; and establishing an effective date.

CITY COUNCIL RESOLUTION NO. 2023-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BENESCH FOR CONSULTING SERVICES TO ASSIST THE CITY IN ACCOMPLISHING THE FIRE RESCUE ASSESSMENT PROJECT FOR FISCAL YEAR 2023 AND FISCAL YEAR 2024, AT A COST NOT-TO-EXCEED \$32,875.00; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) has imposed special assessments to fund fire rescue services and facilities within the City for Fiscal Year 2023 and Fiscal Year 2024; and

WHEREAS, the City intends to continue the annual imposition of a fire rescue assessment which will be collected on the tax bill in November each year (hereinafter the “Fire Rescue Assessment Project”); and

WHEREAS, the City desires to enter into an agreement with Benesch, for professional services to assist the City in accomplishing the Fire Rescue Assessment Project for Fiscal Year 2023 and Fiscal Year 2024, for a sum not to exceed thirty-two thousand, eight hundred seventy-five dollars and zero cents (\$32,875.00, hereinafter the “Contract Price”); and

WHEREAS, the City Council finds that it is in the City’s best interest to enter into an agreement with Benesch for the aforementioned Fire Rescue Assessment Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the “*Professional Services Agreement*” (hereinafter the “Agreement”) attached hereto as “Exhibit A”.

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

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

Section 2. The City Council is hereby authorized to enter into an Agreement with Benesch for professional services.

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

PASSED AND ADOPTED at a meeting of the City Council this ____ day of April 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as “City”, and BENESCH f/k/a Tindale-Oliver Design Group, LLC, hereinafter referred to as “Consultant” or “Contractor”.

WITNESSETH

WHEREAS, the City Council of the City of Lake City, Florida, has imposed special assessments to fund fire rescue services and facilities within the City for Fiscal Year 2023 and Fiscal Year 2024; and

WHEREAS, the City intends to continue the annual imposition of a fire rescue assessment which will be collected on the tax bill in November each year (hereinafter the “Fire Rescue Assessment Project”); and

WHEREAS, Consultant is well qualified and experienced in assisting local government with the development, implementation and annual update of non-ad valorem assessments and has agreed to make themselves available to provide professional services to assist the City in accomplishing the Fire Rescue Assessment Project for Fiscal Year 2023 and Fiscal Year 2024; and

WHEREAS, Consultant shall furnish specialized professional services directly to City staff.

NOW, THEREFORE, it is agreed as follows:

TERMS

1. RECITALS. The recitals and all statements contained herein are hereby incorporated into and made a part of this Agreement.

2. SERVICES TO BE PERFORMED BY CONSULTANT. The Consultant shall, in conjunction with the general direction of the office of the City Manager, City Attorney or their representative designees, provide the professional services described in the *City of Lake City Fire Assessment Study* attached hereto as Exhibit A, authorized by City Council Resolution No. 2023-044, in order to assist the City in the development of the Fire Rescue Assessment Project.

3. TERM OF THE AGREEMENT AND TIME REQUIREMENTS. This Agreement shall become effective upon the signature by the duly authorized representative of the City and Consultant for the Fiscal Year 2023 and Fiscal

Year 2024 Fire Rescue Assessment Project and shall remain in effect for one (1) year, or until completion of the objective of this Agreement which is to maintain the annual fire rescue assessment to be collected using the tax bill collection method for Fiscal Year 2023 and Fiscal Year 2024. Consultant shall promptly begin and diligently provide the professional services contemplated herein generally in accordance with the City of Lake City Fire Assessment Study so that the city may annually achieve its objective. Accordingly, time is of the essence of the Agreement.

In the event of termination prior to the completion of the Fire Rescue Assessment Project provided for by this Agreement, such termination shall in no way prejudice the payments due to the Consultant for services rendered, provided that the termination is not due to a default on the part of the Consultant. The City, at its sole option, may decide not to move forward at any time, with only the professional fees and expenses actually incurred through the date the Consultant is notified of termination then being due and payable. In the event the City terminates this Agreement for any reason other than default by the Consultant prior to completion of the Fiscal Year 2023 and Fiscal Year 2024 assessment roll and the City continues to proceed with a fire rescue assessment, the City shall provide a written general release to Consultant, which is unqualified and absolute, concerning all advice, work product, responsibility and liability arising under this Agreement relating to such assessment roll.

4. SCHEDULE OF FEES. For services to be provided hereunder by Consultant, the Consultant shall work under a lump sum professional fee arrangement described in the City of Lake City Fire Assessment Study on the payment basis described in the Professional Fees Schedule in the City of Lake City Fire Assessment Study.

The lump sum fee includes reimbursement for all actual costs incurred, including by way of example and not limitation, photocopies, long distance telephone charges, overnight delivery services, and travel expenses, except for the reimbursement for the costs of producing, stuffing and mailing the required first class notices or information obtained from the Tax Collector, Property Appraiser or like public official, which shall be considered a Fire Rescue Assessment Project cost and will depend on the number of assessable parcels for Fiscal Year 2023 and Fiscal Year 2024. Such costs will be due and payable upon the adoption of the preliminary assessment resolution.

Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by City and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. COOPERATION OF THE CITY. It shall be the obligation of the City to timely provide Consultant with all reasonably required information, data and records necessary to complete the Fire Rescue Assessment.

The City of Lake City Fire Assessment Study contemplated herein contemplates that the city will timely provide the necessary budget background information and the data required to update the Fire Rescue Assessment Project, timely provide staff to conduct any field research (e.g., activities necessary to supplement incomplete data or correlate the incident reporting data used by the City with the data contained on the ad valorem tax roll) and provide swift policy direction regarding various components of the methodology.

6. DOCUMENTS. All documents, electronic media, and other data developed by the Consultant in connection with the Fire Rescue Assessment Project shall be reproduced and made available to the City by Consultant at any time upon request of the City for a period of seven calendar years following the completion of the project. When any work contemplated under this Agreement is completed or for any reason is terminated prior to completion, all of the above data shall be timely reproduced and delivered to the City upon written request.

7. TERMINATION. The City reserves the right to terminate this Agreement at any time, by written notice. In the event of such termination, Consultant shall be entitled to the professional fees on an hourly basis from the last percentage of the project completed and expenses for actual costs incurred for work performed hereunder through the date Consultant is notified of termination.

8. DEFAULT PROVISION. In the event Consultant shall fail to comply with each and every term and condition of this Agreement or fail to perform any of the terms and conditions contained herein, then the City, in addition to all other remedies available by law, at its sole option and upon written notice to Consultant, may cancel and terminate this Agreement.

9. CONFLICT OF INTEREST. Consultant covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part Consultant or its employees, must be disclosed in writing to the City. Also, Consultant is aware of the conflict of interest laws of the State of Florida, and agrees that it shall fully comply in all respect with the terms of said laws.

10. AWARD OF AGREEMENT. Consultant warrants that it has neither employed nor retained any company or person to solicit or secure this Agreement that it has not paid or agreed to pay any company or person any fee, commission,

percentage, brokerage fee, or gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.

Consultant also warrants that to the best of its knowledge and belief no office holder or employee of the City is interested directly or indirectly in the profits or emoluments of this Agreement.

11. CONTROLLING LAW. This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

12. ATTORNEYS' FEES AND COSTS. In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. PUBLIC RECORDS. The Contractor shall comply with all public records laws.

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

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
clerk@lcfla.com

1-386-752-2031

B. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services for a period of seven calendar years following the completion of the project.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law. The City may be billed in accordance with the rates reflected herein for the Contractor's time.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim are confidential, proprietary, trade secret or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

14. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument executed by the City and Consultant. The parties hereto agree that this Agreement shall be construed and enforced according to the laws, statutes and case law of the State of Florida.

15. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.

16. INSURANCE. Consultant shall maintain during the terms of this Agreement professional liability insurance in a minimum amount of \$500,000.00 covering all liability arising out of the terms of this Agreement.

17. NONDISCRIMINATION IN EMPLOYMENT. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, handicap or marital status. Consultant shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, handicap or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by its personnel officer setting forth the provisions of this equal opportunity clause.

18. INDEPENDENT CONTRACTOR. Consultant and their employees and agents and any sub-consultants and their employees and agents, shall be deemed to be independent contractors and not agents or employees of the City; and shall not attain any rights or benefits generally afforded classified or unclassified employees; further they shall not be deemed to be entitled to Florida Workers' Compensation benefits as employees of the City.

19. NON-DELEGABILITY. It is understood and agreed that the obligations undertaken by Consultant pursuant to this Agreement shall not be delegated or assigned to any other person or firm without the City's prior written consent, which may be withheld at City's sole discretion.

20. BEST EFFORTS. Consultant covenants and agrees to use its best efforts to assist in accomplishing the City's objectives. The use of special assessments is often politically contentious and can be subject to challenge. Because the state of the law is always subject to change, Consultant cannot

provide any indemnification or guarantee relative to any challenge to the validity of the fire rescue assessment.

Consultant's obligation is to share its experience and provide its best efforts providing a reasonable analysis and approach to the development of a non-ad valorem assessment program. Errors or omissions in the development of any assessment roll will be addressed, with the permission of the City, by developing remedies and procedures for the City within any implementation documents that are developed for or adopted by the City. Reassessment or the development and reassessment of any remedy or cure resulting from an administrative error or omission by Consultant and the direct costs related thereto shall be provided by Consultant at no additional charge to the City.

21. NOTICES. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal services, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted (returned receipt requested) or the date of actual receipt, whichever is earlier.

CITY OF LAKE CITY, FLORIDA

City Clerk
Audrey Sikes
205 N. Marion Ave
Lake City, Florida 32025

With copy to:

City Attorney
Thomas J. Kennon, III
582 W. Duval Street
Lake City, Florida 32055
Phone: 386-755-1334
Fax: 386-755-1336

CONSULTANT

Benesch
1000 N. Ashley Drive, Suite 400
Tampa, Florida 33602
Phone: 813-224-8862
Fax: 813-226-2106

22. AMENDMENTS. No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

23. MISCELLANEOUS PROVISIONS.

A. Title and paragraph headings are for convenient reference and are not a part of this Agreement

B. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any other documents, the terms in the Agreement shall rule.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, work or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Lake City, such provision, paragraph, sentence, work or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have, through their proper and duly authorized officials executed this Agreement the day ____ of _____ 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

BENESCH

By: _____

City of Lake City Fire Assessment Study

The City of Lake City's fire assessment program was last updated in 2021. To reflect changes to the fire assessment variables, the City requested a quote to update the fire assessment technical study.

Benesch (formerly Tindale Oliver) has extensive understanding of fire operations funding options and associated legal requirements and limitations, which enables providing the scope of services in which the City is interested. The remaining of this document provides the study approach and the estimated budget.

PROJECT APPROACH

This section provides a description of the tasks to be undertaken by the Benesch Team for the City of Lake City Fire Assessment study. The methodology included in this scope of services conforms with applicable laws, administrative rules, and regulations of the State of Florida—specifically, the following and other related Florida Statutory and case law requirements for a valid special assessment:

- > The service provided must confer a special benefit to the property being assessed.
- > The costs assessed must be fairly and reasonably appropriated among the properties that receive the special benefit.
- > The apportionment or exemption from apportionment of non-ad valorem assessments to the various classifications of governmental entities as defined by Florida law.

The following paragraphs outline tasks that will be completed as part of the study.

Task 1 – Methodology Review and Kickoff Meeting

Upon receipt of the notice to proceed, the Benesch Team will conduct a virtual kick-off meeting with the City staff and administration to discuss study goals, methodology and any issues/concerns regarding the current assessment structure, schedule, and other issues/questions.

Incident data since 2020 as well as adopted budget for FY 2023 and proposed budget for FY 24 (if available) will be obtained from the City. For property units and classification, data maintained by the Columbia County Tax Collector's Office will be used. Benesch has been providing assessment study services to Lake City and Columbia County since 2008 and we are very familiar with the Tax Collector's database as well as other data sources.

Task 2 – Technical Study

Update of the fire assessment program will be completed using the methodology agreed upon under Task 1 and will include the following subtasks.

Task 2a – Analysis of Budget Information

Benesch will evaluate Fire Department's current adopted budget and budget request for Fiscal Year 2024 (if available).

Similar to previous studies, the full cost of providing fire service delivery that includes all direct and indirect costs will be identified. The analysis will take into consideration any outstanding funding needs, as well as fluctuations in the budget due to larger non-recurring expenditures. The budget used for the study will incorporate the full costs of services, including:

- > Net fire rescue services
- > Fair apportioning to include equipment/capital improvements and associated financing costs if bonds/capital loans are used to fund the necessary capital
- > Implementing programs
- > Collecting assessments
- > Creating assessment rolls

Any dedicated revenues (such as grants, fire inspection fees, etc.) that need to be accounted for will be identified.

Task 2b – Analysis of Service Demand Using Proposed Methodology

The Benesch Team will obtain fire rescue call response data since 2020 from the Fire Department to determine the appropriate service demand using the current adopted assessment methodology. This data will be added to the incident data used in the 2021 study to achieve a larger sample size.

Benesch will analyze the historical call data to identify the calls that should be excluded from the analysis and determine a trend in the distribution of remaining incidents between the different assessment rate classes.

As part of this analysis, the frequency and the level of staff and vehicle time used for each type of incident/property will be evaluated. Certain types of land uses or buildings may not request assistance frequently, but their response duration may be longer.

Any agreements with other service providers or entities, reports, and other data pertaining to the provision of fire rescue services will be evaluated.

Task 2c – Calculation of Development Units

To determine the number of development units for each assessment rate class, Benesch will obtain the most recent copy of City properties from the Columbia County Tax Collector’s database.

Each property will be assigned an appropriate assessment rate class. Properties that need to be exempted, such as agricultural land, unbuildable land, very small parcels, parking structures, etc., will be identified and excluded.

Task 2d – Calculation of Rates, Revenue Requirements, and Rate Calculator

Based on the current adopted methodology and the apportioned costs for each land use and calculated development units, a rate schedule will be developed. A preliminary assessment roll will be developed.

In addition, a rate calculator will be developed to assist the City in analyzing different rate scenarios and revenue projections.

Task 3 – Development of Technical Report and Final Assessment Roll

The results of the Tasks 1 and 2 analyses will be provided in a technical report. The Benesch Team will present the study results to City staff and administrators.

Based on input received from the City, a final report will be submitted. Benesch will present the study results to the City Council and respond to questions.

Upon adoption of the final resolution, Benesch will prepare and submit the final assessment roll to the Tax Collector.

Task 4 –Meetings & Presentations

The following meetings are envisioned to take place as part of this analysis:

- > Kick-off meeting (virtual).
- > Draft report review meeting (virtual).
- > One City Council Workshop.

For all presentations, Benesch will prepare user-friendly, easy-to-follow materials in PowerPoint and provide drafts to City staff for review prior to the each meeting/ presentation.

PROJECT BUDGET

As shown in the following table, the professional fees and

expenses associated with the City of Lake City Fire Assessment Study contract are estimated at \$32,875, which includes two virtual and one in-person meetings. This budget does not include any effort associated with development and mailing of first class notices. If the City needs this service, a separate quote will be provided.

This is a lump sum budget and the City will be invoiced monthly for the portion of the work completed and only for meetings that are used.

Benesch will be happy to respond to any questions from the City of Lake City staff to clarify our proposed cost and/or provide additional information as necessary.

Task	Professional Fees
Technical Analysis	\$24,800
Technical Report	\$4,175
Meetings and Presentations (2 Virtual, 1 In-Person)	\$3,900
Total Professional Fees & Expenses	\$32,875

File Attachments for Item:

14. City Council Resolution No. 2023-045 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Six to the continuing contract with North Florida Professional Services, Inc., providing for engineering services related to the repaving of SW Montgomery Avenue; providing for payment for the professional services at a cost not to exceed \$56,000.00; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: NFPS TA# 6 For SW James Montgomery Ave. Repaving

DEPT / OFFICE: Public Works

Originator: Brenda Karr		
City Manager Paul Dyal	Department Director Steve Brown	Date 4/03/2023
Recommended Action: Approve Task Assignment		
Summary Explanation & Background: 3/06/23 Council approved consent agenda to move forward with Capital Outlay Paving Projects in the order recommended in the assessment. The recommendation of SW James Montgomery Avenue was to prepare engineer plans for the complete reconstruction of the street and associated drainage system with this street being between two FDOT roads. NFPS proposed price not to exceed \$56,000.00.		
Alternatives: Not approve		
Source of Funds: 001.15.541-060.63		
Financial Impact: \$56,000.00		
Exhibits Attached: NFPS Task Assignment 6 Montgomery		

CITY COUNCIL RESOLUTION NO. 2023-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER SIX TO THE CONTINUING CONTRACT WITH NORTH FLORIDA PROFESSIONAL SERVICES, INC., PROVIDING FOR ENGINEERING SERVICES RELATED TO THE REPAVING OF SW MONTGOMERY AVENUE; PROVIDING FOR PAYMENT FOR THE PROFESSIONAL SERVICES AT A COST NOT TO EXCEED \$56,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with North Florida Professional Services, Inc. (hereinafter “NFPS”), as authorized by City Council Resolution No. 2021-183 with respect to certain studies, planning, design, and constructions of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport (hereinafter the “Airport”), City recreational facilities, City Hall, City safety facilities and streets (herein collectively the “City Projects”); and

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

WHEREAS, the City desires to enter into Task Assignment Number Six to its Continuing Contract with NFPS for engineering services related to the repaving of SW Montgomery Avenue, pursuant to the terms and conditions of Task Assignment Number Six, a copy of which is attached hereto and made a part of this resolution, and the Continuing Contract at a cost not-to-exceed fifty-six thousand dollars and zero cents (\$56,000.00).

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

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

Section 2. The City is hereby authorized to enter into Task Assignment Number Six with NFPS for the additional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Six as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Six in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and NFPS shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of April 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

TASK ASSIGNMENT NUMBER SIX TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND NORTH FLORIDA PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES RELATED TO THE REPAVING OF SW MONTGOMERY AVENUE

THIS TASK ASSIGNMENT NUMBER SIX is made and entered into this _____ day of April 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and NORTH FLORIDA PROFESSIONAL SERVICES, INC., a Florida corporation (herein referred to as "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional consulting services as authorized by City Resolution No. 2021-183 (the "Continuing Contract").

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

C. The City is in need of professional engineering services related to the repaving of SW Montgomery Avenue, from Duval Avenue (US 90) to Baya Avenue, approximately 600 +/- two lane roadway, and the City desires to enter into this Task Assignment Number Six with Consultant for such services pursuant to the terms and conditions contained herein.

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

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Six.

2. **PROJECT**: The City hereby engages Consultant, and Consultant agrees to furnish to City the services and work as set forth in “Exhibit A” titled *Task Order*, that was provided by Consultant and a copy of which is attached hereto and made a part of this Task Assignment Number Six.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant for its services a not-to-exceed fee of fifty-six thousand dollars and zero cents (\$56,000.00). Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.

4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement. Should any term or condition of the documents referenced herein conflict with a term or condition of the Continuing Contract the term or condition of the Continuing Contract shall prevail and be binding.

5. **ATTORNEYS’ FEES AND COSTS**. In the event of a breach of the Continuing Contract or any provision of this Task Assignment by either party, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or this Task Assignment, including reasonable attorneys’ fees and legal costs and fees incurred in seeking reasonable attorneys’ fees.

6. **ENTIRE AGREEMENT**. This Task Assignment Number Six, the Continuing Contract, and “Exhibit A”, constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task

Assignment and the Continuing Contract conflict with the provisions of the attachment hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number Six may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

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

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**NORTH FLORIDA PROFESSIONAL
SERVICES, INC.**

By: _____
Gregory G. Bailey, President

**TASK ORDER
FOR SW MONTGOMERY AVENUE REPAVING**

Exhibit A

Survey

Horizontal Project Control – includes researching datum records and existing maps, collecting field data on existing monumentation and maintained limits, establishing horizontal control points that are referenced to state plane coordinates and establishing a baseline of survey.

Vertical Project Control – includes researching vertical datum records and benchmark information and establishing vertical control points that are referenced to NAVD datum.

Topography / DTM (3D) – includes the field survey work required to pick up existing topographical features and ground points. Also includes the file processing required to create proper topographic symbology and a digital terrain model of the existing ground surface.

Underground Utility locates – includes the analysis of existing information regarding existing utility facilities in the project area, coordination with locate services and field survey work to collect location information on designated lines and VVH holes.

R/W Data – includes researching existing maps and deeds, the field work to locate existing monumentation and fences and measurements to prepare parcel sketches.

QA/QC – includes continuous quality control checks by front-line supervisors and internal peer review by our senior PSM's.

Supervision – includes making assignments, directing daily activities, providing guidance to field crews and office staff.

Coordination – communication and action planning with owners, Design staff and stakeholders.

Geotechnical Analysis

Soil Borings - collect soil borings to check for unsuitable soils.

Roadside Analysis

Typical Section analysis and selection – includes the review of the existing lane and shoulder widths, front slopes, traffic data and functional classification of the roadway. Analysis of this data and an understanding of the projected future use will result in the creation of a proposed Design Speed and typical section for the project.

Pavement Design analysis and selection – includes the collection of traffic loading data (including projected traffic for the design service year) and modulus numbers for the subgrade soils. Using this information, a required structural number will be established and a pavement design will be prepared in accordance with the *FDOT Flexible Pavement Design Manual*. For the paving of low volume local roads, some of this information is not readily available and overlays will be established using engineering judgement and thickness of adjacent pavements.

TASK ORDER FOR SW MONTGOMERY AVENUE REPAVING

Evaluation of Critical Design Elements – includes an analysis of the design speed, lane widths, shoulder widths, bridge widths, horizontal alignment, superelevation, vertical alignment, grade, stopping sight distance, cross slope and clear recovery area. These design criteria for these elements will be established and met if feasible. When constraints prevent the criteria from being met, mitigation features will be utilized and exceptions prepared.

Evaluation of cross drains – includes the evaluation of existing surface water flow patterns and the need for cross drain structures.

Evaluation of side drains and ditches – includes the evaluation of existing surface water flow patterns and the need for side drain structures. Existing side drains will be evaluated for condition, horizontal clearance requirements, capacity, and safety treatments for the pipe ends. New side drains will be sized and added as required to maintain lateral flow.

Quantities / Cost Estimates – includes the calculation of quantities, the analysis of local market conditions in establishing realistic unit prices and an estimate of the total project construction cost. This estimate will be created at the concept stage and will be updated at Phase II plans and at final plans.

Field reviews – includes field reviews needed to collect information and to meet with utility representatives or local stakeholders.

Technical Meetings (City, FDOT, Reg. Agencies) – travel and time spent meeting with City staff, regulatory agencies, emergency responders and other stakeholders.

QA/QC – includes continuous quality control checks by front-line supervisors, internal peer review by our senior Engineers and constructability reviews by our senior CEI staff.

Supervision – includes making assignments, directing daily activities, providing guidance to designers and office staff.

Coordination – communication and action planning with owners, Design staff and stakeholders.

Roadway Plans Production

Key Sheet – preparation of the key sheet, in general conformance with the FDOT PPM, volume 2.

Typical Sections – preparation of typical sections, in general conformance with the FDOT PPM, volume 2.

Typical Section details – preparation of any required typical section details, in general conformance with the FDOT PPM, volume 2.

General Notes / Pay Item notes – preparation of the relevant notes and project specific pay instructions, in general conformance with the FDOT PPM, volume 2.

Plan/Profile sheets – preparation of the roadway plan sheets, in general conformance with the FDOT PPM, volume 2.

**TASK ORDER
FOR SW MONTGOMERY AVENUE REPAVING**

Special details – preparation of any necessary special details that clarify instructions to the contractor, in general conformance with the FDOT PPM, volume 2.

Cross sections – preparation of roadway cross sections, in general conformance with the FDOT PPM, volume 2.

Temporary traffic control plans – preparation of the temporary traffic control plan for maintenance of traffic during construction, in general conformance with the FDOT PPM, volume 2.

Stormwater pollution prevention plans – preparation of a stormwater pollution prevention plan that follows the requirements of the Florida Erosion and Sediment Control Manual and in general conformance with the FDOT PPM, chapter 11.

QA/QC – includes continuous quality control checks by front-line supervisors, internal peer review by our senior Engineers and constructability reviews by our senior CEI staff.

Supervision – includes making assignments, directing daily activities, providing guidance to designers and office staff.

Utility Coordination

Identify Existing Utility Owners (UAOs) – includes calling in a Design Ticket to Sunshine 811 to establish utility owner contact information and to begin coordination of locating existing utilities.

Utility coordination / follow-up – includes discussion with utility owners regarding known conflicts and the resolution to those conflicts.

Supervision – includes making assignments, directing daily activities, providing guidance to designers and office staff.

Coordination – includes regular communication with UAO's and design staff to ensure that any known utility conflict is addressed.

Signing and Pavement Marking Analysis

Sign inventory and analysis – includes a field analysis of the need for signs on the project, based on current standards and proposed geometrics.

Quantities / Cost estimates – includes the calculation of quantities, the analysis of local market conditions in establishing realistic unit prices and an estimate of the total project construction cost. This estimate will be created at the concept stage and will be updated at Phase II plans and at final plans.

Supervision – includes making assignments, directing daily activities, providing guidance to designers and office staff.

Coordination – communication and action planning with owners, Design staff and stakeholders.

**TASK ORDER
FOR SW MONTGOMERY AVENUE REPAVING**

Signing and Pavement Marking Plans Production

Key sheet – preparation of the key sheet, in general conformance with the FDOT PPM volume 2.

Summary of Pay Items – preparation of the key sheet, in general conformance with the FDOT PPM Volume 2.

General notes / Pay Item notes – preparation of the key sheet, in general conformance with the FDOT PPM Volume 2.

Plan sheets – preparation of the key sheet, in general conformance with the FDOT PPM Volume 2 and select FDOT Design Standards.

Special details – preparation of the key sheet, in general conformance with the FDOT PPM Volume 2 and select FDOT Design Standards.

QA/QC – includes continuous quality control checks by front-line supervisors, internal peer review by our senior Engineers and constructability reviews by our senior CEI staff.

Supervision – includes making assignments, directing daily activities, providing guidance to designers and office staff.

WHEN THE PROJECT CONSTRUCTION GETS FUNDED, THE FOLLOWING SERVICES WILL BE PROVIDED:

Bidding

Bid package preparation

Prepare Notice to Contractors and Project Advertisement

Pre-bid conference – IF REQUIRED

Receive/answer bidders questions

Prepare and issue written addenda

Review bids received

Award recommendation

Post Design Services

Provide support to CEI staff – includes being responsive to contractor questions and providing technical support during construction.

Prepare revisions as necessary – includes the preparation of any required plans revisions after the letting of the project.

Coordination - communication and action planning with owners, Design staff and stakeholders.