

CITY COUNCIL RESOLUTION NO. 2022-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AWARDED A PROJECT AT THE LAKE CITY GATEWAY AIRPORT TO CGC, INC.; PROVIDING FOR THE TAXIWAY C REALIGNMENT, AND THE REHABILITATION OF THE TRANSIENT APRON AND TAXILANES; PROVIDING FOR THE EXECUTION OF A CONTRACT; PROVIDING FOR A TOTAL COST NOT-TO-EXCEED \$2,509,228.50; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) requires a contract for the realignment of Taxiway C and the rehabilitation of the transient apron and taxilanes located at the Lake City Gateway Airport (hereinafter the “Project”); and

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

WHEREAS, an Invitation to Bid 013-2022 (hereinafter “ITB”) was advertised, and the City’s engineer, Passero Associates, LLC, recommends that CGC, INC., (hereinafter “CGC”) be awarded the project; and

WHEREAS, the City Council finds that it is in the City’s best interest to award a contract to CGC for the aforementioned project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Contract Agreement* (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 project is awarded to CGC, and the execution of the Contract 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 CGC to exceed the Contract pricing. The Mayor is authorized and directed to execute and deliver the Contract in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and CGC shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

CONTRACT AGREEMENT

THIS AGREEMENT, in two (2) duplicate originals, made and entered into this ____ day of _____, 20__, by and between the City of Lake City, Party of the First Part, and CGC, Inc. of Duval County of Jacksonville State of Florida hereinafter designated as the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained have mutually agreed and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself, or themselves and its successors, his or their executors, administrators, and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall construct:

Taxiway C Realignment and Rehabilitate Transient Apron and Taxilanes

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all of the matters and things to be performed by the Owner as herein provided, the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment, necessary to complete in good, substantial workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions, and provision of this Contract and with the instructions, orders and direction of the Engineer made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the suspension or discontinuance of the work as herein specified, and for faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached and below.

CONTRACT AMOUNT

In Words	In Numerals
Base Bid: \$ eight hundred ninety-four thousand two hundred sixty-seven dollars	\$ 894,267.00
Schedule B1 \$ six hundred thirteen thousand five hundred fifty-seven dollars	\$613,557.75
Schedule C \$ one million one thousand four hundred three dollars and seventy-five cents	\$1,001,403.75
Total Contract Amount \$ two million five hundred nine thousand two hundred twenty-eights dollars and fifty cents	\$2,509,228.50

Article 4. CONTRACT DOCUMENTS. The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract; Advertisement/Notice to Bidders; General Provisions; Bid Forms; Agreement; FAA AC 150/5370-2F; Technical Specifications; Drawings; and all interpretations of or addenda to the Contract Documents issued by the Owner or the Engineer with the approval of the Owner. The Table of Contents, Headings, and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit, or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties thereto: N/A

Article 7. Insurance The Contractor is hereby advised that the insurance requirements specified in this section shall be provided.

The Contractor and each Subcontractor, at his own expense, shall procure and maintain until final acceptance by the Owner, of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by Subcontractors. Before commencing the work, the Contractor and each Subcontractor shall furnish to the Owner, a certificate or certificates for each of the kinds of insurance required, issued specifically for this Contract. No endorsements of existing policies will be accepted. In addition, five (5) certificates of insurance shall be furnished satisfactory in form to the Owner showing that the Contractor and each Subcontractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days after written notice to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations (X C U hazards). Named insured **the City of Lake City**.

A. The kinds and amounts of insurance are as follows:

1. Comprehensive General Liability Insurance. Unless otherwise specifically required, each policy with limits of not less than:

<u>Bodily Injury Liability</u>		<u>Property Damage Liability</u>	
<u>Each Occurrence</u>	<u>Aggregate</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
\$1,000,000	\$3,000,000	\$1,000,000	\$2,000,000

2. Workman's Compensation and Disability Benefits. Policy covering the obligations of the Contractor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law.
3. Public Liability Insurance. Regular Contractor's Public Liability Insurance providing for a limit of not less than \$2,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage,

including the use thereof, in any one occurrence.

4. Protective Public Liability Insurance. Subcontractor's provide regular Contractor's Protective Public Liability Insurance providing for a limit of not less than \$3,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
5. Automobile Liability and Property Damage Insurance. Subject to the same required level of coverage set forth in section A.1. above (Comprehensive General Liability Insurance), a policy covering the use in connection with the work covered by the Contract of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by State Law to bear, license plates.

Article 8. As part of the Contract, the Contractor further understands and agrees to the following additional conditions.

- A. This Contract shall be deemed executory only to the extent that monies are appropriated and available for the purpose of the Contract, and no liability on account thereof shall be incurred by the Owner beyond the amount of such monies. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Contract.
- B. The Contractor will be authorized to complete base bid plus approved add-ons or substitutions of the construction project which shall include work up to the available funding at the time of award. Further "Phases" of construction will be authorized only to the extent monies are available from applicable funding agencies.
- C. In the event that the Owner is not able to authorize the Contractor to begin additional work due to the lack of additional Federal and State grants deemed necessary for construction, the Contractor may be required to cease his operations until such time as the grants are received by the Owner. Such an occurrence shall not be deemed a stop work order as contemplated by other provisions of this Contract.

Article 9. PUBLIC RECORDS. CGC Inc., shall comply with all public records laws.

IF CGC INC., HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LANDRY M.D.'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756

A. CGC Inc., shall comply with public records laws, specifically CGC Inc., 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 CGC Inc., does not transfer the records to the City.

(4) If CGC Inc., 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 CGC Inc., claim are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

(5) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of CGC Inc., or keep and maintain public records required by the City to perform the service. If CGC Inc., transfers all public records to the City upon completion of the contract, CGC Inc., shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CGC Inc., keeps and maintains public records upon completion of the contract, CGC Inc., shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(6) Failure of CGC Inc., 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.

Article 10. E-VERIFY. CGC Inc., is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

Failure of CGC Inc., to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, CGC Inc., must immediately terminate their subcontract with the subcontractor. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by CGC Inc., CGC Inc., may not be awarded a public contract for a period of ONE (1) year after the date of termination.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, in two (2) copies, the day and year first above written.

City of Lake City

By:

Stephen Witt, Mayor
Name, Title

Date: _____

ATTEST

By: _____

Audrey E. Sikes, City Clerk
Name, Title

Date: _____

Contractor: CGC, Inc.

By: _____

Title: _____

Date: _____

Add-Ons or Substitutions.