

RESOLUTION NO 2026-001

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 002-2026 FOR THE SR-47 SEPTIC TO SEWER RV PARK EXTENSION; AWARDING SAID BID TO ADVANCED PROJECT SOLUTIONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AT A COST NOT TO EXCEED \$906,921.50; APPROVING THE AGREEMENT AND ADDENDUM THERETO WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT AND RELATED ADDENDUM; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT AND RELATED ADDENDUM; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, in accordance with said provision of the City's Code of Ordinances, the City solicited bids pursuant to Invitation to Bid Number 002-2026 (the "ITB") for the SR-47 septic to sewer RV park extension (the "Services"); and

WHEREAS, Advanced Project Solutions, LLC, a Florida limited liability company (the "Vendor") was the lowest bidder responding to the ITB with a cost not to exceed \$906,921.50; and

WHEREAS, the City desires to and does accept the Vendor's bid; and

WHEREAS, pursuant to the ITB the Vendor and the City desire to enter into that certain contract for Vendor to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the EJCDC form contract and related dispute resolution addendum attached as an Exhibit hereto (collectively, the "Agreement"); and

WHEREAS, acquiring a provider of the Services by engaging the Vendor pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

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

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

SECTION 00520
AGREEMENT

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Lake City (“Owner”) and
Advanced Project Solutions, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- A. The Work will include furnishing labor, materials, equipment, tools, surveying, engineering, permitting, and constructing six new duplex grinder pump stations, new wastewater force mains, new gravity mains, 13 new manholes, proper abandonment of existing septic tanks, and restoring existing roadways, driveways, sidewalks, and landscaping. These improvements will be constructed by the City of Lake City to remove the existing septic tanks at the Casey Jones RV Park and connect them to the City’s existing wastewater system.

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:
- A. The Work will include furnishing labor, materials, equipment, tools, surveying, engineering, permitting, and constructing six new duplex grinder pump stations, new wastewater force mains, new gravity mains, 13 new manholes, proper abandonment of existing septic tanks, and restoring existing roadways, driveways, sidewalks, and landscaping. These improvements will be constructed by the City of Lake City to remove the existing septic tanks at the Casey Jones RV Park and connect them to the City’s existing wastewater system. .

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Jones Edmunds & Associates, Inc. (Engineer), which is to act as the Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. 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.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. The Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that the Owner will suffer financial or other loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay Owner \$750 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner \$750 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 The Owner shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below and 5.01.B. The final Contract Price will be determined by the Owner and the Engineer based on actual furnished and installed quantities of work completed by the Contractor:

- A. For all Lump Sum Amounts, an amount equal to the sum of the lump sum amounts shown in the Bid Form attached to this Agreement and acceptable to the Owner, for a total Lump Sum Amount of \$906,921.50.
- B. For all Unit Price Work, an amount equal to the sum of the established unit prices for separately identified items of Unit Price Work shown in the Bid Form attached

to this agreement times the actual furnished and installed quantities of that item.
The estimated initial total for all Unit Price Work is \$ _____.

- C. The initial contract price for Unit Price Work set forth as of the Effective Date of this Agreement is based on estimated unit price work quantities. As provided in Paragraph 13.03 of the General Conditions, these estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer and as provided in Paragraph 10.05 of the General Conditions.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.05 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. The Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by the Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. The Owner shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.05.A of the General Conditions (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.
1. Before Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the Engineer may determine or the Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by the Engineer, and if the character and progress of the Work have been satisfactory to the Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to the Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. On Substantial Completion, the Owner shall pay an amount sufficient to increase total payments to the Contractor to 95 percent of the Work completed, less such amounts as the Engineer shall determine in accordance with Paragraph 15.01.C.5 of the General Conditions and less 100 percent of the 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.

6.03 *Final Payment*

- A. On final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, the Owner shall pay the remainder of the Contract Price as recommended by the Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 5.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of 2 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce the Owner to enter into this Agreement, the Contractor makes the following representations:
 - A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. The Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect the cost, progress, and performance of the Work.
 - C. The Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect the cost, progress, and performance of the Work.
 - D. The 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 relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-5.03.A.4 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-5.06.A.4 of the Supplementary Conditions as containing reliable "technical data."
 - E. The Contractor has considered the information known to the Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means,

- methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) the Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, the Contractor does not consider that 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.
 - G. The Contractor is aware of the general nature of work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. The Contractor has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable to the Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. The Contractor has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Advertisement for Bidders.
 - 2. Instructions for Bidders.
 - 3. This Agreement.
 - 4. Performance Bond.
 - 5. Payment Bond.
 - 6. Other Bonds.
 - 7. General Conditions.
 - 8. Supplementary Conditions.

9. Specifications as listed in the Table of Contents of the Project Manual.
 10. Drawings consisting of 31 sheets with each sheet bearing the following general title: Lake City SR-47 Septic to Sewer RV Park Extension.
 11. Addenda (numbers 0 to 1, inclusive).
 12. Exhibits to this Agreement (enumerated as follows):
 - a. The Contractor's Bid (pages 1 to 77, inclusive).
 - b. Documentation submitted by the Contractor before Notice of Award (pages 1 to 77, inclusive).
 - c. Notice of Award.
 13. The following that may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (00550).
 - b. Contractor's Application for Payment (00620).
 - c. Certificate of Substantial Completion (00625).
 - d. Request for Information (00932).
 - e. Shop Drawing/Submittal Log and Control Sheet (00936).
 - f. Shop Drawing/Submittal Control Form (00937).
 - g. Notice of Noncompliance (00938).
 - h. Certificate of Guarantee (00939).
 - i. Work Change Directive (00940).
 - j. Change Order (00941).
 - k. Field Order (00942).
 - l. Contractor's Release (00943).
 - m. Surety's Release for Final Payment (00944).
 - n. Proposed Contract Modification (00945).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary 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 the Contract Documents.

10.03 *Successors and Assigns*

- A. The 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 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 on the 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 *Contractor's Certifications*

- D. The Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of the Owner, (b) to establish Bid or Contract prices at artificial non-

competitive levels, or (c) to deprive the Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

Employment Eligibility. The CONTRACTOR 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 the CONTRACTOR to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the CONTRACTOR 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 the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

IN WITNESS WHEREOF, the Owner and Contractor have signed this Agreement. Counterparts have been delivered to the Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by the Owner and Contractor or on their behalf.

This Agreement will be effective on January ____, 2026.

OWNER:

City of Lake City

By: _____

Title: Noah Walker, Mayor

Attest: _____

Title: Audrey Sikes, City Clerk

Address for giving notices:

City of Lake City

205 N Marion Avenue

Lake City, FL 32055

APPROVED AS TO FORM AND LEGALITY:

Clay Martin , City Attorney

CONTRACTOR

Advanced Project Solutions, LLC

By: _____

Title: _____

(If the Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

END OF SECTION

SECTION 00550
NOTICE TO PROCEED

Date: _____

Project: SR-47 Septic to Sewer RV Park Extension

Owner: City of Lake City, Florida

Owner's Contract No.:

Contract:

Engineer's Project No.: 08504-040-01

Contractor:

Contractor's Address: [Send Certified Mail, Return Receipt Requested]

[Delete the above bracketed text before finalizing bid set]

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____]. [Edit to match Article 4 of Agreement]

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and the Owner must each deliver to the other (with copies to the Engineer and other identified additional insureds and loss payees) certificates of insurance that each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ [add other requirements].

Owner

Given by:

Authorized Signature

Title

Date

Copy to Engineer

END OF SECTION

EJCDC DISPUTE RESOLUTION ADDENDUM

THIS EJCDC DISPUTE RESOLUTION ADDENDUM ("Addendum") is made and effective as of this ____ day of _____, 202__ ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City" or "Owner"), and Advanced Project Solutions, LLC, a Florida limited liability company ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City solicited bids pursuant to ITB-002-2026 (the "Procurement Document") for the septic to sewer RV park extension project; and

WHEREAS, based upon the City's assessment of Contractor's bid, the City selected the Contractor to provide the Services defined therein; and

WHEREAS, Contractor represents it has the experience and expertise to perform the Services set forth in the Contractor's bid response; and

WHEREAS, except as set forth herein, the EJCDC form contract (including its incorporated General Conditions and Supplementary Conditions) (collectively, the "EJCDC Form Contract") of even date herewith between the City and the Contractor shall govern the relationship between the parties; and

WHEREAS, to clarify the means, process, and terms by which the City and the Contractor will resolve disputes arising from the referenced EJCDC Form Contract of even date herewith, the parties hereto desire the provisions of this Addendum be the exclusive means for such resolution of disputes; and

WHEREAS, for further clarification, it is the desire of the parties hereto that arbitration of any disputes between the parties hereto be excluded, barred, and unavailable as a means of resolving any disputes between such parties; now, therefore,

IN CONSIDERATION of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The representations and assertions set forth in the foregoing recitals are incorporated as material terms of this Addendum as if fully recited herein.
2. **Generally.** The provisions of this Addendum shall be the exclusive means, procedure, terms, jurisdiction, and venue governing the resolution of disputes between the City and the Contractor which disputes arise from that certain EJCDC Form Contract between the City and the Contractor, and shall supersede, replace, and take precedent over, and not be considered supplementary to, any dispute resolution provisions of said EJCDC Form Contract.
3. **Mediation.** Owner and Contractor agree they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to the referenced EJCDC Form Contract or the breach thereof (collectively, "Disputes", and singularly, a "Dispute") to formal mediation by ***"The Resolution Center" at 4719 NW 53rd Avenue, Gainesville, Florida***. Owner and Contractor agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis (except as to the applicability of Florida's Sunshine Law and public records laws), and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction, subject to the terms hereof.
4. **Venue & Jurisdiction.** Any action at law or equity by a party hereto arising from a Dispute concerning the terms of this Addendum, the referenced EJCDC Form Contract, or the performance thereunder by the parties hereto, and otherwise subject to resolution pursuant to said EJCDC Form Contract, shall be exclusively brought in a court of competent jurisdiction of the State of Florida in Columbia County, Florida, and the parties hereto do submit to the jurisdiction of such Florida courts, waiving all objection to such jurisdiction and exclusive venue.
5. **Attorneys' Fees.** For any matter subject to final resolution under the referenced EJCDC Form Contract or this Addendum, the prevailing party shall be entitled to an award of its costs and attorneys' fees incurred in the final resolution proceedings and appeals arising therefrom, in an equitable amount to be determined in the discretion of the court with jurisdiction of the matter subject to final resolution.

6. **Conflicts.** To the extent of any conflicts between this Addendum and the referenced EJCDC Form Contract, the provisions of this Addendum shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum the day and year first written.

Advanced Project Solutions, LLC, a Florida
limited liability company

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By _____, its _____

Noah Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney