

CM/rrp
04/14/2025

RESOLUTION NO 2025-060

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 009-2025 FOR CONSTRUCTION OF LCQ NORTH DEVELOPMENT HANGAR AND TAXILANES; ACCEPTING THE BID FROM GRAY CONSTRUCTION SERVICES, INC., A FLORIDA CORPORATION AS THE LOWEST RESPONSIVE BID; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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 009-2025 (the "ITB") seeking a vendor to construct the north development hangar and taxilanes at Lake City Gateway Airport (the "Services"); and

WHEREAS, the responses to the ITB were evaluated by the City through an evaluation and tabulation process; and

WHEREAS, said ITB evaluation and tabulation process determined Gray Construction Services, Inc., a Florida corporation (the "Vendor") was the bidder responding to the ITB with the lowest responsive bid in the amount not to exceed \$1,531,457.50; 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 Exhibit attached hereto (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:

City of Lake City, Florida
Resolution 2025-060

ITB-009-2025 (Airport Hangar Construction)
Gray Construction Services, Inc.

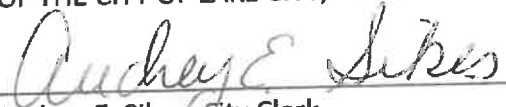
1. Accepting the Vendor's bid pursuant to the evaluation and tabulation results arising from the ITB, and engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit 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;
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 21st day of April, 2025.

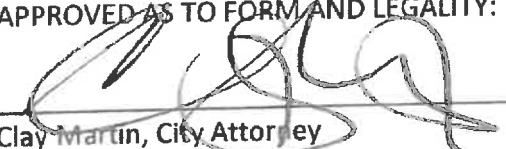
BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA


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



335 S. Legacy Trail, Suite B-102
St. Augustine, FL 32092
904.757.6106 | passero.com

April 14, 2025

Attn: Edward Bunnell, Airport Manager
City of Lake City
205 N. Marion Avenue
Lake City, FL 32055

**Re: Recommendation of Award, N. Development Hangar & Taxilanes
Lake City Gateway Airport, PA Project Number 24000010.0032**

Dear Mr. Bunnell:

On Monday, March 31, 2025, the City of Lake City received one (1) bid via OPENGOV.com for the North Development Hangar and Taxilanes project at the Lake City Gateway Airport (LCQ). The bid was received by Ms. Brenda Karr, Procurement Director for the City of Lake City. The City of Lake City and Passero Associates exercised due diligence in notifying as many potential bidders as possible.

1. Passero and the City emailed the bid advertisement directly to known general contractors, electrical contractors, and suppliers.
2. Passero and the City Emailed Plan Houses (Blue Book, Construct Connect, Dodge Plan Room, Construction Journal and Mid-State Builders Exchange) Advertisement to Bid for their database and distribution.
3. Passero and the City held a pre-bid meeting followed by a site visit at LCQ on Wednesday, March 5, 2025, which was well attended.

Passero Associates has reviewed the bid submitted by Gray Construction Services, Inc. A Bid Tabulation showing a summary of the bid received alongside the Engineer's Estimate of Probable Construction Cost is enclosed for your review. Passero considers the bid unit prices values to be fair and reasonable.

Based on the bid received, Passero Associates recommends awarding the Schedule I (Hangar, Apron, Parking Lot and Utilities) and Schedule II (Taxilane, Drainage, and Associated Site Work) to Gray Construction Services, Inc. of Trenton, FL in the amount of one million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents (\$1,531,457.50).

Gray Construction Services, Inc. committed to meeting the 6.67% DBE participation goal but was unable to secure firms. Requests for bids were sent to DBE firms on March 3rd and March 14th; however, no responses were received. Despite this, Gray Construction made a Good Faith Effort to include DBE firms in the project and has Good Faith Effort documentation.

Passero Associates performed a review of Gray Construction Services, Inc. responsibility by researching the following:

- A detailed analysis of the proposal submitted by Gray Construction Services, Inc. revealed no irregularities. The proposal appears to be fair and reasonable.

- Gray Construction Services, Inc. is a licensed Certified General Contractor CGC062854 in the State of Florida. (Expires 8/31/2026)
- Gray Construction Services, Inc. did not appear on the U.S. System for Award Management's (SAM) List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- Gray Construction Services, Inc. did not appear on the U.S. Department of Labor's H-1B Debarred/Disqualified List of Employers or on the Willful Violators List.
- Gray Construction Services, Inc. does not have a history of violations or current (open) violations with the U.S. Department of Labor, Office of Safety and Health Administration (OSHA) for safety violations.
- Gray Construction Services, Inc. has been licensed with the State of Florida since March 25, 2009, and has successful experience with similar projects.

In summary, Passero Associates recommends awarding the Schedule I (Hangar, Apron, Parking Lot and Utilities) and Schedule II (Taxilane, Drainage, and Associated Site Work) to Gray Construction Services, Inc. in the amount of one million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents (\$1,531,457.50) contingent upon FAA and FDOT funding. A copy of the Gray Construction Services, Inc. Construction Agreement and Notice of Award are enclosed for your use and review.

Passero has enclosed for your consideration and approval, Passero Associates, LLC Work Order 25-31R for Construction Administration, Construction Observation and Quality Assurance Materials Testing for the Site Work construction in the amount of ninety-eight thousand dollars and zero cents. (\$98,000.00)

Also enclosed for your consideration and approval is Passero Associates, LLC Work Order 25-32R for Construction Administration and Construction Observation for the construction of the Bulk Hangar construction in the amount of seventy-nine thousand five hundred dollars and zero cents. (\$79,500.00)

If you have any questions or require additional information, please contact me.

Sincerely,



Leona Lewis, P.E.
Project Manager

enc: Bid Tabulation
Construction Agreement & Notice of Award
PA Work Order 25-31R & 25-32R

cc: Brenda Karr, Lake City Director of Procurement
Christina Nelson, FDOT District 2 Aviation Administrator

Bid Tabulation North Taxilane and Hangar Lake City Gateway Airport (LCQ) PA PN 20070044.0031&.0032							
ITEM CODE	DESCRIPTION	QUANTITY	UNIT	Engineer's Opinion UNIT COST	Engineer's Opinion TOTAL COST	Gray Construction Services, Inc. UNIT COST	Gray Construction Services, Inc. TOTAL COST
SCHEDULE I: 100% FDOT FUNDED HANGAR, APRON, PARKING LOT, AND UTILITIES							
FDOT 428	Potable Water Service Installation, Complete (Including All Pipes, Fittings, Valves, Meters, Backflow, Testing, Casing, Accessories, Trenching, and Backfill)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 22,250.00	\$ 22,250.00
FDOT 429	Sanitary Sewer, Complete (Including All Pipes, Doghouse Manholes, Fittings, Testing, Casings, Accessories, Backfill, and Trenching)	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 54,750.00	\$ 54,750.00
FDOT 521	Concrete Parking Bumper	5	EA	\$ 130.00	\$ 1,170.00	\$ 78.00	\$ 702.00
FDOT 522	Concrete Sidewalk	105	SY	\$ 70.00	\$ 7,350.00	\$ 92.00	\$ 9,660.00
FDOT 700	Parking Lot Signage	1	EA	\$ 750.00	\$ 750.00	\$ 2,800.00	\$ 2,800.00
FDOT 710	Parking Lot Markings	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00
C-105-6.1	Mobilization (10% Maximum)	1	LS	\$ 86,927.50	\$ 86,927.50	\$ 20,500.00	\$ 20,500.00
P-211-5.1	Limerock Base Course (6-Inch)	820	SY	\$ 30.00	\$ 24,600.00	\$ 28.50	\$ 23,370.00
P-211-5.2	Limerock Base Course (4-Inch)	120	SY	\$ 30.00	\$ 3,600.00	\$ 28.50	\$ 3,420.00
P-401-8.1	Airfield Asphalt Surface Course (4-Inch)	90	TON	\$ 225.00	\$ 20,250.00	\$ 200.00	\$ 18,000.00
P-409-4.1	12.5mm Fine Mix Traffic Level C Roadway Asphalt (2-Inch)	70	TON	\$ 200.00	\$ 14,000.00	\$ 260.00	\$ 18,200.00
P-501-8.1	Concrete Pavement (6-Inch)	121	SY	\$ 165.00	\$ 19,965.00	\$ 33.00	\$ 3,993.00
P-602-5.1	Emulsified Asphalt Prime Coat	240	GAL	\$ 11.00	\$ 2,640.00	\$ 23.00	\$ 5,520.00
P-603-5.1	Emulsified Asphalt Tack Coat	40	GAL	\$ 5.00	\$ 200.00	\$ 28.00	\$ 1,120.00
P-620-5.1	Temporary Taxilane Marking, Yellow, Non-Reflective	25	SF	\$ 3.00	\$ 75.00	\$ 3.50	\$ 87.50
P-620-5.2	Permanent Taxilane Marking, Yellow, Reflective	25	SF	\$ 5.00	\$ 125.00	\$ 22.00	\$ 550.00
P-620-5.3	Permanent Taxilane Marking, Black, Non-Reflective	50	SF	\$ 5.00	\$ 250.00	\$ 6.50	\$ 325.00
PLANS	Waterline and Hose Bibb Removal, Complete	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 450.00	\$ 450.00
PLANS	Site Electrical (Including Demolition and Electrical Conduits, Wires, Junction Box, All Misc.), Complete	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00
B-01	Corporate Hangar, Complete	1	LS	\$ 720,000.00	\$ 720,000.00	\$ 698,403.00	\$ 698,403.00
SCHEDULE I SUBTOTAL:					\$ 956,202.50		\$ 889,985.50
SCHEDULE II: 90% FAA FUNDED, 10% FDOT FUNDED TAXILANE, DRAINAGE, AND ASSOCIATED SITE WORK							
C-102-5.1	Temporary Soil Erosion and Siltation Control	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 72,940.00	\$ 72,940.00
C-103-6.1	Project Survey, Stakeout, and Record Drawings	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00
C-105-6.1	Mobilization (10% Maximum)	1	LS	\$ 63,741.55	\$ 63,741.55	\$ 40,000.00	\$ 40,000.00
C-101-4.1	Maintenance of Traffic and Airfield Safety	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 35,000.00	\$ 35,000.00
P-101-5.1	Remove Existing Full Depth Asphalt Pavement	1,632	SY	\$ 30.00	\$ 48,960.00	\$ 2.50	\$ 4,080.00
P-101-5.2	Remove Existing Full Depth Concrete Pavement	21	SY	\$ 75.00	\$ 1,575.00	\$ 12.00	\$ 252.00
P-101-5.3	Remove Existing Gravel Pavement	1,250	SY	\$ 20.00	\$ 25,000.00	\$ 3.00	\$ 3,750.00
P-101-5.4	Remove Existing Fence	1,350	LF	\$ 30.00	\$ 40,500.00	\$ 2.00	\$ 2,700.00
P-101-5.5	Remove Existing Gate	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 200.00	\$ 200.00
P-101-5.6	Remove Existing Inlet	4	EA	\$ 2,800.00	\$ 11,200.00	\$ 300.00	\$ 1,200.00
P-101-5.7	Remove Existing Pavement Marking	109	SF	\$ 1.00	\$ 109.00	\$ 15.00	\$ 1,635.00
P-101-5.8	Remove Existing Outlet Structure (MES, Headwall, etc.)	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 350.00	\$ 1,400.00
P-101-5.9	Remove Existing 8-Inch PVC Storm Pipe	21	LF	\$ 55.00	\$ 1,155.00	\$ 3.00	\$ 63.00
P-101-5.10	Remove Existing 10-Inch PVC Storm Pipe	137	LF	\$ 55.00	\$ 7,535.00	\$ 4.00	\$ 548.00
P-101-5.11	Remove Existing 12-Inch PVC Storm Pipe	67	LF	\$ 55.00	\$ 3,685.00	\$ 6.00	\$ 402.00
P-101-5.12	Remove Existing 12-Inch RCP Storm Pipe	82	LF	\$ 65.00	\$ 5,330.00	\$ 5.00	\$ 410.00
P-101-5.13	Remove Existing 15-Inch RCP Storm Pipe	132	LF	\$ 70.00	\$ 9,240.00	\$ 6.00	\$ 792.00
P-101-5.14	Remove Existing 12-Inch CMP Storm Pipe	52	LF	\$ 60.00	\$ 3,120.00	\$ 2.50	\$ 205.00
P-151-4.1	Cleaning and Grubbing	1	AC	\$ 12,200.00	\$ 12,200.00	\$ 32,000.00	\$ 32,000.00
P-152-4.1	Embankment in Place (Offsite Borrow)	950	CY	\$ 18.00	\$ 17,100.00	\$ 18.00	\$ 17,100.00
P-152-4.2	Embankment in Place (On-Site Borrow)	4,300	CY	\$ 10.00	\$ 43,000.00	\$ 14.00	\$ 60,200.00
P-152-4.3	Unsuitable Excavation	125	CY	\$ 50.00	\$ 6,250.00	\$ 20.00	\$ 2,500.00
P-152-4.4	Geogrid	250	SY	\$ 15.00	\$ 3,750.00	\$ 26.00	\$ 6,500.00
P-211-5.1	Limerock Base Course (6-Inch)	1,320	SY	\$ 30.00	\$ 39,600.00	\$ 28.50	\$ 37,620.00
P-401-8.1	Airfield Asphalt Surface Course (4-Inch)	350	TON	\$ 225.00	\$ 78,750.00	\$ 200.00	\$ 70,000.00
P-602-5.1	Emulsified Asphalt Prime Coat	350	GAL	\$ 11.00	\$ 3,850.00	\$ 23.00	\$ 8,050.00
P-603-5.1	Emulsified Asphalt Tack Coat	130	GAL	\$ 5.00	\$ 650.00	\$ 28.00	\$ 3,640.00
P-620-5.1	Temporary Taxilane Marking, Yellow, Non-Reflective	238	SF	\$ 3.00	\$ 714.00	\$ 3.50	\$ 833.00
P-620-5.2	Permanent Taxilane Marking, Yellow, Reflective	238	SF	\$ 5.00	\$ 1,190.00	\$ 22.00	\$ 5,236.00
P-620-5.3	Permanent Taxilane Marking, Black, Non-reflective	476	SF	\$ 5.00	\$ 2,380.00	\$ 8.50	\$ 4,034.00
D-701-5.1	8-Inch Dia. PVC Sch. 40 Storm Pipe	224	LF	\$ 50.00	\$ 11,200.00	\$ 23.00	\$ 5,152.00
D-701-5.2	12-Inch Dia. PVC Sch. 40 Storm Pipe	189	LF	\$ 60.00	\$ 11,340.00	\$ 26.00	\$ 4,920.00
D-701-5.3	24-Inch RCP (Class V) Storm Pipe	338	LF	\$ 180.00	\$ 60,840.00	\$ 147.00	\$ 49,686.00

D-701-5.4	Connect to Roof Drain Downspout	4	EA	\$ 750.00	\$ 3,000.00	\$ 250.00	\$ 1,000.00
D-751-5.1	24-Inch Square Yard Inlet	2	EA	\$ 2,250.00	\$ 4,500.00	\$ 2,800.00	\$ 5,600.00
D-751-5.2	FDOT Type E Inlet	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 6,650.00	\$ 13,300.00
D-751-5.3	Storm Sewer Cleanout	4	EA	\$ 820.00	\$ 3,280.00	\$ 400.00	\$ 1,600.00
D-751-5.4	Ford Riser Structure	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 7,900.00	\$ 7,900.00
D-752-5.1	12-Inch Flared End Section	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00
D-752-5.2	24-Inch Flared End Section	1	EA	\$ 2,750.00	\$ 2,750.00	\$ 3,200.00	\$ 3,200.00
D-752-5.3	12-Inch Dual Modified FDOT Mitered End Section, Index 272	2	EA	\$ 2,700.00	\$ 5,400.00	\$ 3,800.00	\$ 7,200.00
T-901-5.1	Permanent Seeding	4	AC	\$ 4,250.00	\$ 17,000.00	\$ 3,500.00	\$ 14,000.00
T-904-5.1	Seeding	2,390	SY	\$ 15.00	\$ 35,850.00	\$ 14.50	\$ 34,655.00
T-905-5.1	Topsoil Stripping (On-Site Stripping and Final Placement)	1,610	CY	\$ 11.00	\$ 19,910.00	\$ 8.50	\$ 15,385.00
T-908-5.1	Mulching	4	AC	\$ 1,500.00	\$ 6,000.00	\$ 4,200.00	\$ 16,800.00
L-105-5.1	Proposed Cable, Conduit, and Counterpoise for Taxilane Edge Lights	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 7,000.00	\$ 7,000.00
L-108-5.2	Remove Existing Taxilane Electrical Cable, Including Conduit	265	LF	\$ 2.50	\$ 662.50	\$ 12.80	\$ 3,392.00
L-108-5.3	Remove Existing Taxilane Electrical Counterpoise	140	LF	\$ 2.50	\$ 350.00	\$ 15.00	\$ 2,100.00
L-108-5.4	Splice Proposed Airfield Cable to Existing Airfield Cable	1	EA	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00
L-125-5.1	Remove Existing Taxilane Edge Light Fixture and Base Can	3	EA	\$ 250.00	\$ 750.00	\$ 1,480.00	\$ 4,440.00
L-125-5.2	Remove Existing Base Can and Relocate Existing Taxilane Edge Light Fixture	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 3,800.00	\$ 3,800.00
L-125-5.3	Remove Existing Taxilane Edge Light Fixture Only (Existing Base Can to Remain)	1	EA	\$ 500.00	\$ 500.00	\$ 1,800.00	\$ 1,800.00
PLANS	Gas Line Relocation	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
PLANS	Telecommunication Line Removal	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,590.00	\$ 2,500.00
SCHEDULE II SUBTOTAL:				\$	704,157.05	\$	641,472.00
TOTAL				\$	1,660,359.55	\$	1,531,457.50

CONSTRUCTION AGREEMENT

THIS AGREEMENT, in four (4) duplicate originals, made and entered into this 28 day of April, 2025, by and between the City of LAKE CITY, Party of the First Part, and Gray Construction Services Inc. of Trenton, Florida of Gilchrist County of State of 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:

NORTH DEVELOPMENT HANGAR & 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.

One million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents (\$1,531,457.50)

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; Special Conditions; FAA AC 150/5370-10-H; 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.

Costs of Legal Action and Attorneys' Fees. The prevailing party in any litigation relating to or arising from this Agreement shall be entitled to recover its expenses (including court costs and the reasonable fees and expenses of its legal counsel), both at the trial and appellate levels relating to such litigation.

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. The 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:

1. Keep and maintain public records required by the public agency to perform the service.
2. 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.
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 public agency.
4. 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.
5. Redacted Copies of Confidential Information - 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 authority, the 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 Agreement name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

6. Request for Redacted Information - In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the city will provide contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the city will notify the contractor such an assertion has been made. It is contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the city becomes subject to a demand for discovery or disclosure of the Confidential Information of contractor under legal process, the Client shall give the contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
7. Indemnification - The contractor shall protect, defend, and indemnify the city for any and all claims arising from or relating to contractors' determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the contractor fails to submit a redacted copy of information it claims is Confidential, the City is authorized to produce the entire documents, data, or records submitted to the City's in answer to a public records request or other lawful request for these records.

Article 10. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Florida without regard to choice of law principles. Venue for any litigation shall be in the courts of appropriate jurisdiction in Columbia County, Florida.

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) 719-756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, in four (4) copies, the day and year first above written.

Article 11. E-Verify. 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.

SIGNATURES ON NEXT PAGE

City of Lake City

By: [Signature]
Noah Walker-Mayer
Name, Title
4.21.25
Date

ATTEST

By: [Signature]
Audrey Sikes City Clerk
Name, Title
4.21.25
Date

Gray Construction Services, Inc.

By: [Signature]
Todd Gray
Name, Title
4/28/2025
Date

ATTEST

By: [Signature]
CS Harris, Estimator
Name, Title
04/30/2025
Date

Add-Ons or Substitutions.

PERFORMANCE BOND

Bond Number

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

SURETY (Legal Name and Business Address)

CONTRACT NO. CONTRACT DATE

PENAL SUM OF BOND (Expressed in words and numerals)

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto City of Lake City, 205 N Marion Avenue, Lake City, FL 32055, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: NORTH DEVELOPMENT HANGAR & TAXILANES

Project Location: Lake City Gateway Airport (LCQ)

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

- c. Obtain bids or negotiated bids from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
- 3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
 - 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Corporate Seal)

Corporate Name: _____

Signature: _____

Name and Title: _____

Gray Construction Services, Inc.



TODD GRAY, PRESIDENT

SURETY:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

Surety Name: _____

Signature: _____

Name and Title: _____

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: 4.21.25

Signature: _____

Name and Title: _____



Noah Walker - Mayor

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

Audrey Sikes
Audrey Sikes - City Clerk

PAYMENT BOND

Bond Number

PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO. CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)*

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto City of Lake City, 205 N Marion Avenue, Lake City, FL 32055, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: NORTH DEVELOPMENT HANGAR & TAXILANES

Project Location: Lake City Gateway Airport (LCQ)

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of

3. any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
4. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

SIGNATURES ON NEXT PAGE

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: Gray Construction Services, Inc.

Signature: _____

Name and Title: TODD LEAY, PRESIDENT

Signature: _____

Name and Title: CJ Harris, Estimator

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)
Attorney)

(Attach Power of

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: 4.21.25

Signature: _____

Name and Title: Noah Walker-mayor

ATTEST:

Signature: _____

Name and Title: Audrey Sikes - City Clerk

(Affix Seal)

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

NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF COLUMBIA

THIS CONTRACT AWARD made this _____ day of _____, 20____,

by the **City of Lake City, Florida**, hereinafter called the OWNER, to Gray Construction Services, Inc., hereinafter called the CONTRACTOR, is for the completion of a certain project described as:

NORTH DEVELOPMENT HANGAR & TAXILANES

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared by:

Passero Associates, LLC
335 S. Legacy Trail, Suite B-102
St. Augustine, FL 32092

The project consists of the Proposal, dated February 25, 2025, plus the following Additives, if applicable: N/A

The consideration to be paid by the Owner to the Contractor for completion of the project in accordance with the contract documents is the sum of:

\$one million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents

(Amount in Written Words)

(\$1,531,457.50)

(Amount in Numerals)

Commencement of work under this contract shall begin not less than five (5) nor more than fifteen (15) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be fully completed on or before **one hundred eighty (180) calendar days with Phase 1 set at one hundred fifty (150) calendar days** after that specified date unless otherwise subsequently agreed. The liquidated damages for both Phase I and Phase II are \$500.00 per calendar day.

OWNER:

By: City of Lake City, Florida
Name

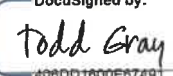

Signature

Noah Walker
Printed Name

Mayor
Title

Acknowledgement of Receipt of Contract Award by Contractor:

Gray Construction Services, Inc.
Name

DocuSigned by:

Signature

Todd Gray
Printed Name

President

Title

4/28/2025

Date