

RESOLUTION NO 2026-050

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 009-2026 FOR THE INSTALLATION OF DIRECTIONAL BORING UNDER SR-247 AND SW LEISURE DRIVE AWARDED SAID BID TO BADGER DRILLING, LLC, A FLORIDA LIMITED LIABILITY COMPANY; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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 009-2026 (the "ITB") seeking a vendor-for directional boring from DR-247 to Leisure Lane (the "Services"); and

WHEREAS, Badger Drilling, LLC, a Florida limited liability company (the "Vendor") was the lowest bidder responding to the ITB with a cost not to exceed \$55,000; and

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

WHEREAS, pursuant to the terms of the ITB and the Vendor's response thereto, the City Manager or the City Manager's designee is authorized to provide notice of bid award to the Vendor and initiate the process of acquiring the Services; and

WHEREAS, inasmuch as the City has accepted the Vendor's bid, the Vendor and the City desire to enter into that certain contract 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, awarding the bid to the Vendor pursuant to the ITB and engaging the Vendor to provide the Services by approving and adopting the Agreement is in the public interest and in the interests of the City; now therefore

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

1. Accepting the Vendor's bid pursuant to the evaluation and tabulation results arising from the ITB, and engaging the Vendor pursuant to the ITB, the Vendor's response thereto, and the terms of the Agreement are in the public or community interest and for public welfare; and
2. In furtherance thereof, the Vendor's bid in response to the ITB is accepted by the City Council of the City of Lake City, and 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. 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
4. 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 April, 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



City of Lake City

Construction Agreement

THIS AGREEMENT is by and between **City of Lake City** (hereinafter called OWNER) and **Badger Drilling LLC** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, as defined in "Contract Documents" herein. The Work is generally described as follows:

The Contractor shall furnish all labor, supervision, equipment, tools, permits, traffic control, and incidentals necessary to complete the work, except for those items specifically identified as being furnished by the City.

Work includes, but is not limited to:

- Directional boring under State Road 247
- Installation of 12-inch FPVC pipe
- Tapping and connection to the existing water main
- Pressure testing
- Coordination with FDOT and City inspections
- Restoration and cleanup

All work shall conform to the plans provided by the City, including Plan Section A-A, FDOT Directional Drilling Notes, and Water Valve Installation Details.

City Responsibilities

The City of Lake City will provide the following:

1. Furnish 12-inch FPVC pipe and fittings necessary to hook up to the tap
2. Furnish a designated location for disposal of bore mud (dumping only)
3. Provide City inspection services during construction
4. Supply engineer drawings and plans
5. Provide the FDOT permit number associated with the project **Contractor Responsibilities**

The Contractor shall be responsible for the following, at no additional cost to the City:

1. Obtain and comply with all requirements of the FDOT permit
2. Provide and maintain Maintenance of Traffic (MOT) in accordance with FDOT standards
3. Apply for and maintain a fire hydrant meter with the City
 - Contact: Shasta Pelham, 386-719-5786
4. Request, maintain, and keep current all 811 utility locates
5. Furnish and install a 12" x 12" tapping saddle and valve
6. Coordinate directly with FDOT for required inspections

EXHIBIT

7. Furnish all labor and equipment necessary to directionally bore approximately 400 feet of 12-inch FPVC pipe beneath State Road 247
8. Furnish labor and equipment to perform the 12" x 12" tap and connect the pipe to the bore
9. Perform pressure testing of the 12-inch water main from the tap point to the end of the bore at Leisure Drive
10. Restore all disturbed areas in accordance with FDOT and City requirements

2. THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Directional Bore Installation SR 247 / Leisure Drive

3. ENGINEER

There is no Engineer on the project; Brian Scott shall be the Project Manager. Brian Scott will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Brian Scott can be reached at (386) 758-5456 or scottb@lcfla.com.

4. CONTRACT TIMES

4.1. Time is 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.

1. The Work (construction) will commence within 10 days after the Notice to Proceed has been issued.
2. Total contract time shall not exceed 90 calendar days.

4.2. Liquidated Damages

Liquidated damages will be assessed against the contractor as follows:

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 \$500.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

5. CONTRACT PRICE

OWNER shall pay CONTRACTOR for all work at the prices stated in CONTRACTOR's bid, for a total contract amount not to exceed \$55,000.00.

6. PAYMENT PROCEDURES

6.1. Submittal and Processing of Payments

CONTRACTOR shall sign and submit a detailed application for payment to the Project Manager based on the items shown on the bid form. The detailed application will be processed by the Project Manager. Payment will be based on: (a) the 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 the invoice, assuming there are no contested amounts.

6.2. Progress Payments; Retainage

1. OWNER shall make progress payments on account of the Contract Price based on CONTRACTOR's payment application on a monthly basis during performance of the Work, less such amounts as Project Manager shall determine.

2. The Owner shall withhold, from each progress payment made to the contract, 5% as retainage. Retainage will be released (paid) to the CONTRACTOR when the project is completed and has been accepted by the Project Manager.

6.3. Final Payment

Upon final completion and acceptance of the Work in accordance with paragraph 4.1 of the General Terms and Conditions in the solicitation, OWNER shall pay the remainder of the Contract Price as recommended by Project Manager as provided in section 4.28 in the solicitation.

6.4. 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.

7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

1. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
2. CONTRACTOR has examined and carefully studied the requirements of the Local Small Business Procurement Program.
3. 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.
4. 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.
5. CONTRACTOR has obtained and carefully studied conditions at 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.
6. 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.
7. 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.
8. CONTRACTOR has correlated the information known to CONTRACTOR, information, and observations obtained from visits to the Site, and all additional data within the Contract Documents.
9. 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.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8. CONTRACT DOCUMENTS

8.1. Content

1. The Contract Documents consist of the following:
 - a. This Agreement
 - b. Bid Bond
 - c. Documents for Directional Bore Installation SR247 / Leisure Drive specifically including:
 - i. Terms and Conditions
 - ii. Bid Solicitation Package
 - iii. Badger Drilling, LLC, Bid Package
 - iv. Specifications (not attached to but incorporated herein by reference)
 - v. Engineering Drawings (not attached to but incorporated herein by reference)
 - vi. Addenda (not attached to but incorporated herein by reference)

- vii. Special Conditions (not attached to but incorporated herein by reference)
- d. The following, which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - i. Notice to Proceed.
 - ii. Written Amendments.
 - iii. Change Order(s).
- 2. The documents listed in paragraph 8.1 are attached to this Agreement (except as expressly noted otherwise above) and are incorporated herein by reference.
- 3. There are no Contract Documents other than those listed above in this Article and this agreement.

8.2. Precedence

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, this Agreement, Special Conditions, Standard General Terms and Conditions, Specifications, Engineer Drawings, and CONTRACTOR's Bid.

9. MISCELLANEOUS

9.1. Terms

Terms used in this Agreement will have the meanings indicated in the Standard General Terms and Conditions and the Special Conditions.

9.2. Assignment of Contract

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.

9.3. Successors and Assigns

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.

9.4. Severability

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.

9.5. Indemnification

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.

9.6. Other Provisions

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.

9.7. Records/Audit

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 times to review, inspection, copying, 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.

9.8. 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.

9.9. 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 the Owner with at least 30 days' advance notice of cancellation, non-renewal, or adverse change.

9.10. 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 the 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 comply with all applicable requirements for retaining such 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 compatible with the public agency's information technology systems.
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 either provide the records to the public agency or allow them 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 THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT:

AUDREY E. SIKES, CITY CLERK
CITY OF LAKE CITY CUSTODIAN OF PUBLIC RECORDS
PHONE: 386-719-5756 OR EMAIL: SIKESA@LCFLA.COM
MAILING ADDRESS: 205 NORTH MARION AVE, LAKE CITY, FL 32055

9.11. General Scope of Work

The Contractor shall furnish all labor, supervision, equipment, tools, permits, traffic control, and incidentals necessary to complete the work, except for those items specifically identified as being furnished by the City. Work includes, but is not limited to:

- Directional boring under State Road 247
- Installation of 12-inch FPVC pipe
- Tapping and connection to the existing water main
- Pressure testing
- Coordination with FDOT and City inspections
- Restoration and cleanup

All work shall conform to the plans provided by the City, including Plan Section A-A, FDOT Directional Drilling Notes, and Water Valve Installation Details.

City Responsibilities

The City of Lake City will provide the following:

1. Furnish 12-inch FPVC pipe and fittings necessary to hook up to the tap
2. Furnish a designated location for disposal of bore mud (dumping only)
3. Provide City inspection services during construction
4. Supply engineer drawings and plans
5. Provide the FDOT permit number associated with the project

Contractor Responsibilities

The Contractor shall be responsible for the following, at no additional cost to the City:

1. Obtain and comply with all requirements of the FDOT permit
2. Provide and maintain Maintenance of Traffic (MOT) in accordance with FDOT standards
3. Apply for and maintain a fire hydrant meter with the City
 - Contact: Shasta Pelham, 386-719-5786
4. Request, maintain, and keep current all 811 utility locates
5. Furnish and install a 12" x 12" tapping saddle and valve
6. Coordinate directly with FDOT for required inspections
7. Furnish all labor and equipment necessary to directionally bore approximately 400 feet of 12-inch FPVC pipe beneath State Road 247
8. Furnish labor and equipment to perform the 12" x 12" tap and connect the pipe to the bore
9. Perform pressure testing of the 12-inch water main from the tap point to the end of the bore at Leisure Drive

10. Restore all disturbed areas in accordance with FDOT and City requirements

9.12. Specifications

All work shall be performed in accordance with:

- City-provided engineering plans
- Plan Section A-A
- FDOT Directional Drilling Notes
- Water Valve Installation Details
- Applicable FDOT, City of Lake City, and Florida standards

Contractors are responsible for reviewing all plans and notes prior to submitting a bid.

9.13. Code and Standards

All work shall comply with the latest adopted editions of the following, as applicable:

- Florida Department of Transportation (FDOT) Standard Specifications, Design Standards, Utility Accommodation Manual, and Maintenance of Traffic requirements
- Florida Building Code (FBC)
- Florida Administrative Code (FAC) and applicable Florida Statutes
- City of Lake City Code of Ordinances and Utility Standards
- OSHA safety regulations
- AWWA and ASTM standards for water main materials, installation, and testing
- Manual on Uniform Traffic Control Devices (MUTCD)

The Contractor shall comply with all required permits, including the FDOT Utility Permit.

In the event of a conflict, the most stringent requirement shall govern, as determined by the City.

9.14. Permitting

The Contractor shall obtain and comply with all permits required to perform the work, except for the FDOT Utility Permit number provided by the City. The Contractor shall be responsible for all permit applications, fees, coordination, inspections, and compliance associated with the work.

Failure to obtain or comply with required permits shall not relieve the Contractor of responsibility for completing the project in accordance with the Contract Documents.

9.15. Installation

All materials shall be installed in accordance with the approved plans, City of Lake City standards, applicable codes, and manufacturer's recommendations.

Directional boring operations shall be performed in a manner that prevents damage to existing utilities, roadways, and adjacent property. The Contractor shall maintain line and grade and ensure proper alignment of the 12-inch FPVC pipe.

All connections, tapping, pressure testing, and restoration shall be completed to the satisfaction of the City and FDOT. Any defective workmanship or materials identified during inspection shall be corrected by the Contractor at no additional cost to the City.

9.16. Protection of Property/Property Conditions

1. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
2. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
3. Bidder shall be responsible for securing all work areas to be safe.

9.17. Safety

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

9.18. Employees

1. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
2. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees, and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
3. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
4. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds.
5. Contractor shall be solely responsible for receiving all materials and equipment at the site.

9.19. Storage of Materials

All materials shall be stored and protected in accordance with the manufacturer's recommendations and applicable standards. Materials shall be stored in a manner that prevents damage, contamination, or deterioration.

Storage locations shall not interfere with traffic, utilities, drainage, or adjacent properties, and shall be subject to City approval. Damaged or unsuitable materials, as determined by the City, shall be removed from the site and replaced at no additional cost to the City.

Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

9.20. Disposal of Waste

The successful Contractor shall be responsible for the daily removal and off-site disposal of all waste materials, debris, excess materials, and containers generated by the work, in accordance with all applicable local, state, and federal regulations.

City dumpsters shall not be used by the Contractor. If a roll-off container is required, it shall be provided through the City's franchised solid waste provider, WastePro. All disposal shall be performed in a proper and lawful manner consistent with applicable environmental guidelines and regulations.

9.21. Hours of Work

1. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
2. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

9.22. Traffic Control

The Contractor shall be responsible for furnishing, installing, maintaining, and removing all Maintenance of Traffic (MOT) in accordance with FDOT requirements.

Traffic control shall be maintained at all times to provide for the safe and continuous movement of vehicular and pedestrian traffic. Any deficiencies identified by the City or FDOT shall be corrected immediately at no additional cost to the City.

9.23. Warranty

The Contractor agrees that all goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor provides to any customer for such goods. These warranties shall be in addition to, and shall not limit, any other rights or remedies available to the City of Lake City under this solicitation or applicable law. A copy of all applicable warranties shall be furnished with the bid.

At a minimum, the Contractor shall guarantee all work for a period of one (1) year from the date of the City of Lake City's final written acceptance of the entire project. The warranty shall cover defects resulting from inferior materials, equipment, or workmanship.

The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated into the work shall be new, in first-class condition, and in compliance with the ITB documents. All workmanship shall be of the highest quality, performed in accordance with the Contract Documents, and completed by personnel qualified in their respective trades.

Any defects discovered during the warranty period shall be promptly corrected by the Contractor, at no additional

cost, and to the satisfaction of the City of Lake City.

9.24. Delivery

All materials, equipment, and supplies required for the work shall be delivered by the Contractor in a timely manner to avoid delaying the project schedule. Delivery and staging of materials shall be coordinated with the City and shall comply with project plans, site constraints, and traffic control requirements.

The Contractor shall be responsible for all costs associated with the delivery, handling, and unloading of materials unless otherwise specified in the ITB documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart has been delivered to each of the 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 Monday, April 20, 2026 (which is the Effective Date of the Agreement.)

CONTRACTOR: Badger Drilling, LLC

OWNER: City of Lake City

SIGNATURE

SIGNATURE

Noah Walker

FULL NAME

FULL NAME

Mayor

TITLE

TITLE

DATE SIGNED

DATE SIGNED

Attest

SIGNATURE

Audrey Sikes

FULL NAME

City Clerk

TITLE

DATE SIGNED

SIGNATURE

Clay Martin

FULL NAME

DATE SIGNED

City Attorney

TITLE