

Recommendation re: Award of Bid No. 2023-ITB-033 to Gibbs & Register, Inc. for construction of the Five Points Roundabout project; Approval of Construction Agreement with Gibbs & Register, Inc.; and Approval of an appropriation and increase in estimated revenues from the Transportation Fund

The Five Points Roundabout project will construct a modern single lane roundabout at the intersection of West Main Street, Bonnet Springs Boulevard and Lemon Street. The intersection improvement project will reduce intersection delays, improve safety, and serve as a gateway feature to the Downtown West area.

The Engineer of Record, Patel, Greene and Associates, LLC., completed the construction plans earlier this year. The City's Purchasing Department advertised the project for a thirty (30) day period but received no bid submittals. Consequently, Purchasing extended the solicitation for two more weeks and notified approximately 400 qualified construction firms. The City received one bid from Gibbs & Register, Inc. in the amount of \$2,207,555.90.

The City's Public Works staff, the project's Engineer of Record, and the project's Construction Engineering & Inspection (CEI) team, Rummel, Klepper & Kahl, LLP, comprehensively reviewed the Gibbs and Register's proposal. The analysis found the bid reasonable and fully responsive to the City's needs.

The Five Points roundabout project is funded through the Community Redevelopment Agency (\$1,156,554.93), Transportation Fund (\$466,030.79), Public Works Lakes and Stormwater Division (\$370,000.00), and Department of Water Utilities (\$86,570.00). An appropriation from the Transportation Fund's unappropriated surplus in the amount of \$203,300.00 is needed to fully fund the construction of the project and to provide about \$74,899.82 in contingency budget for unforeseen construction issues.

Staff recommends the City Commission authorize the award of Bid No. 2023-ITB-033 to Gibbs & Register, Inc. for the Five Points Roundabout Project, and authorize the appropriate City officials to execute the construction agreement in the amount of \$2,207,555.90.

Staff also requests the City Commission authorize an appropriation and increase in estimated revenues of \$203,300.00 from the Unappropriated Surplus in the Transportation Fund for the Five Points Roundabout project.

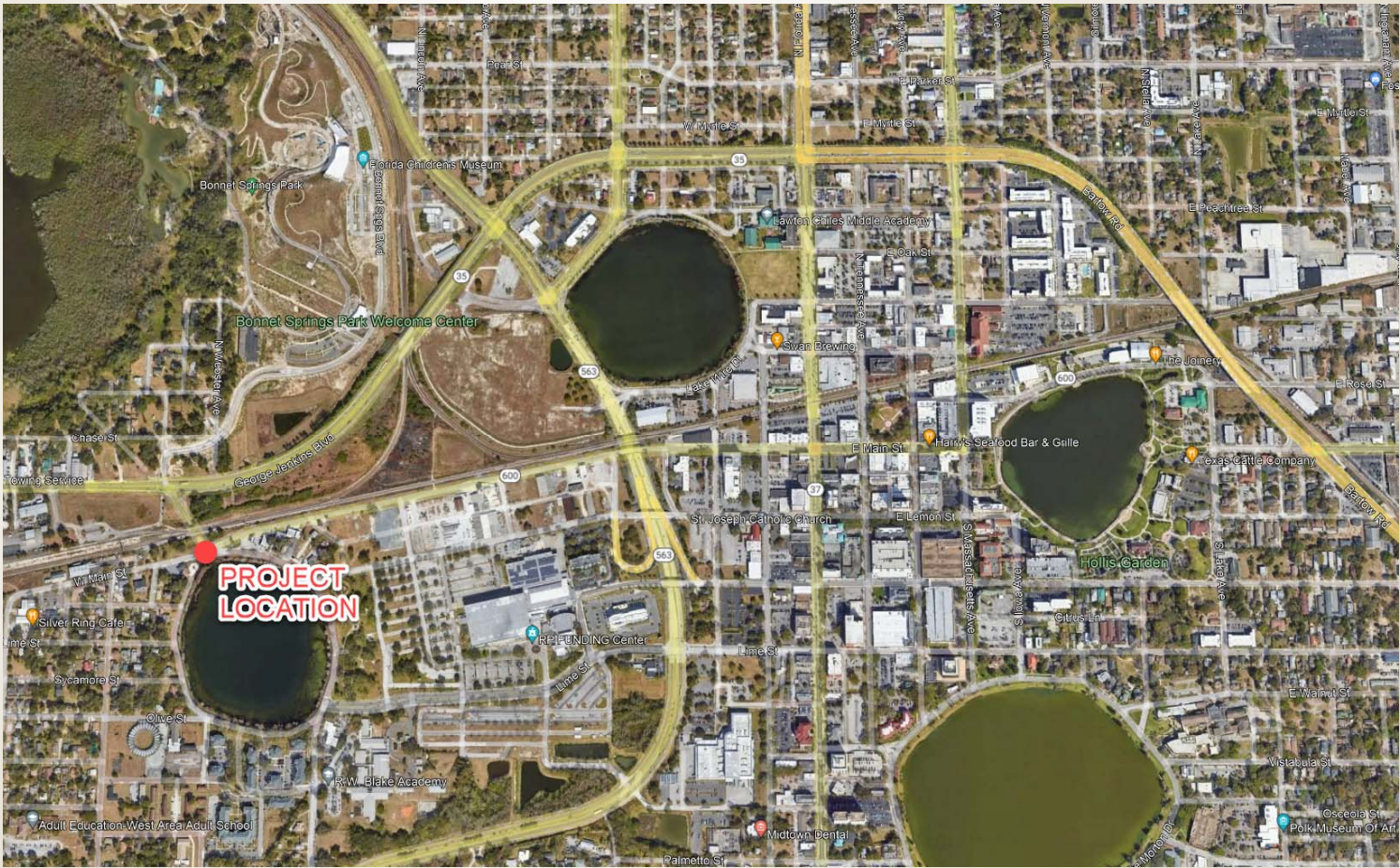
A project location map depicting the intersection is attached for reference.

FIVE POINTS ROUNDABOUT RENDERING



FIVE POINTS ROUNDABOUT PROJECT LOCATION

1



FIVE POINTS ROUNDABOUT RENDERING

2



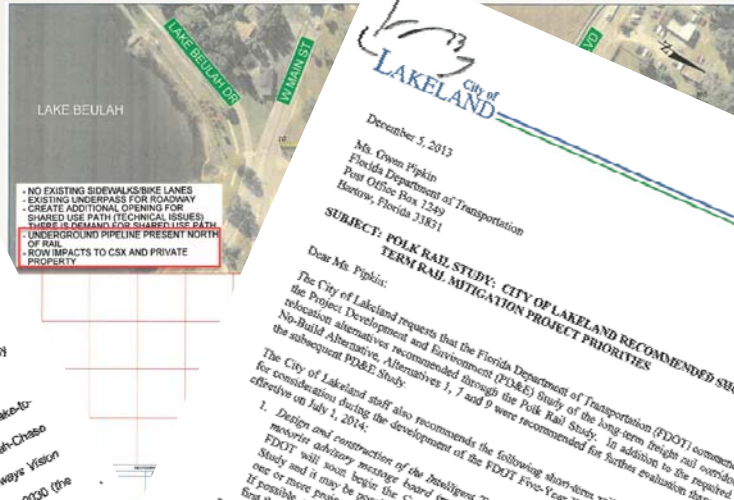
PAST ACTIONS IN SUPPORT OF PEDESTRIAN/BICYCLE CONNECTIVITY

RESOLUTION NO. 5732
PROPOSED RESOLUTION NO. 21-088
A RESOLUTION OF THE LAKELAND CITY COMMISSION EXPRESSING SUPPORT FOR THE NEW YORK AVENUE BIKEWAY, PEDESTRIAN OVERPASS AND LAKE BEULAH-CHASE STREET TRAIL UNDERPASS IN DOWNTOWN LAKELAND, PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) and CSX Transportation previously planned and implemented certain rail projects in Central Florida that included FDOT's purchase of a 61-mile section of the CSX "A" Line in Osceola, Orange, Seminole and Volusia Counties to accommodate the SunRail commuter rail project and construction of an Integrated Logistics Center in Winter Haven; and

WHEREAS, the New York Avenue rail crossing (US DOT ID# 624268R) was closed in conjunction with the Lakeland Quiet Zone project through a Stipulation of Parties Agreement between CSX, the City and FDOT that was fully executed on October 10, 2013; and

WHEREAS, New York Avenue is a component of the City's Lakeland Bikeway Network, and both New York Avenue and the Lake Beulah-Chase Street Trail corridor are designated components of the Citywide Pathways Vision Plan as adopted in the Lakeland Comprehensive Plan, Our Community 2030 (the "Lakeland Comprehensive Plan"); and



City of LAKELAND

December 5, 2013

Ms. Owen Pipkin
 Florida Department of Transportation
 Post Office Box 1249
 Tallahassee, Florida 32301

SUBJECT: POLK RAIL STUDY; CITY OF LAKELAND RECOMMENDED SHORT-TERM RAIL MITIGATION PROJECT PRIORITIES

Dear Ms. Pipkin:

The City of Lakeland requests that the Florida Department of Transportation (FDOT) commence the Project Development and Environment (PD&E) Study of the long-term freight rail corridor relocation alternatives recommended through the Polk Rail Study. In addition to the required No-Build Alternative, Alternatives 1, 7 and 9 were recommended for further evaluation through the subsequent PD&E Study.

The City of Lakeland staff also recommends the following short-term rail mitigation priorities for consideration during the development of the FDOT Five-Year Work Program that becomes effective on July 1, 2014:

1. Design and construction of the Intelligent Transportation System (ITS) operational and message board improvements in Central Lakeland. As you know, FDOT will soon begin the Central Lakeland Transit Signal Prioritization. Feasibility Study and it may be possible to coordinate recommendations from both evaluations into one or more projects to reduce implementation costs and improve project effectiveness. If possible, we ask that funding for the ITS mitigation project be programmed within the first three years of the Five-Year Work Program.
2. Kentucky Avenue Pedestrian Overpass in Downtown Lakeland
3. New York Avenue Pedestrian/Bicycle Underpass
4. Lake Mirror Pedestrian Overpass in the Truist Center Avenue corridor. In lieu of constructing a pedestrian crossing near the Lakeland-AMTRAK Station, with the City providing a local match to improve the financial viability of this improvement.

The City will be seeking funding through the Polk TPO for pedestrian tunnels in the City Road and Lake Beulah-Chase Street corridors similar to the one recently completed adjacent to the FDOT headquarters on Lafayette Street in Tallahassee. To assist with this effort, we also ask that your team provide City staff with cost estimates that can be incorporated into the Project that your team provide City staff with cost estimates that can be incorporated into the Project

226 S. Massachusetts Avenue
 Phone: 803/254-6000
 Lakeland, Florida 32801-0088
 www.lakelandgov.net

- Location identified in FDOT Fast Short-Term Improvement List Evaluation. Recommended Widening of Existing Structure or Dedicated Pedestrian Tunnel
- Resolution 5732 expressing support for Lake Beulah-Chase Street Trail Underpass
- Lake Beulah Bonnet Springs Park Tunnel added to TPO Priority Transportation Project List

CONNECTING DOWNTOWN WEST TO BONNET SPRINGS PARK

4

MULTI-MODAL FEASIBILITY STUDY

Connecting Downtown West to Bonnet Springs Park

Project No: 017969

DRAFT
May 2023

PREPARED FOR:
City of Lakeland Public Works
200 S. Massachusetts Ave.
Lakeland, Florida 33801

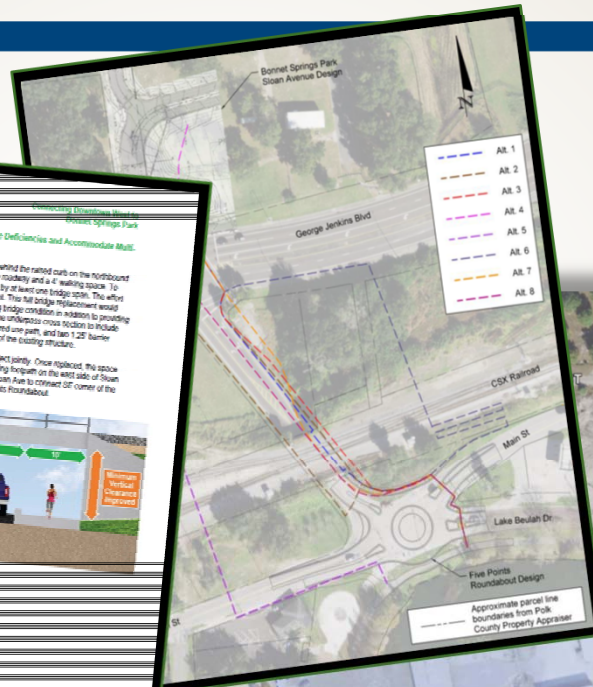
PREPARED BY:
PCA
Parker, Greene, & Associates
210 East Main Street
Bartow, Florida 33800
Phone: 888.533.7317

Multi-Modal Feasibility Study Project No: 017969

Modal Travel
Anticipated Construction Cost: \$11,700,000

To provide adequate spacing within the underspan cross section, the area behind the raised curb on the northbound side of Sloan Ave must be widened by at least 4' to provide a 2' buffer to the roadway and a 4' walking space. To implement this alternative, the bridge structure would need to be lengthened by at least one bridge span. To provide the opportunity to address other substantial elements of the existing bridge condition in addition to providing two 12' travel lanes, two 2' curb and gutter lanes, one 6' sidewalk, one 10' shared use path, and one 12.5' barrier.

If considered, the City of Lakeland should approach CSX to implement the project priority. Once approved, the subject Ave. A minimum 6' sidewalk should be provided adjacent to the east side of Sloan Ave to connect off corner of the George Jenkins Blvd/Sloan Ave intersection with the NE corner of the Five Points Roundabout.



Multi-Modal Feasibility Study Project No: 017969 Connecting Downtown West to Bonnet Springs Park

PROJECT CONTEXT & BACKGROUND

Project Context

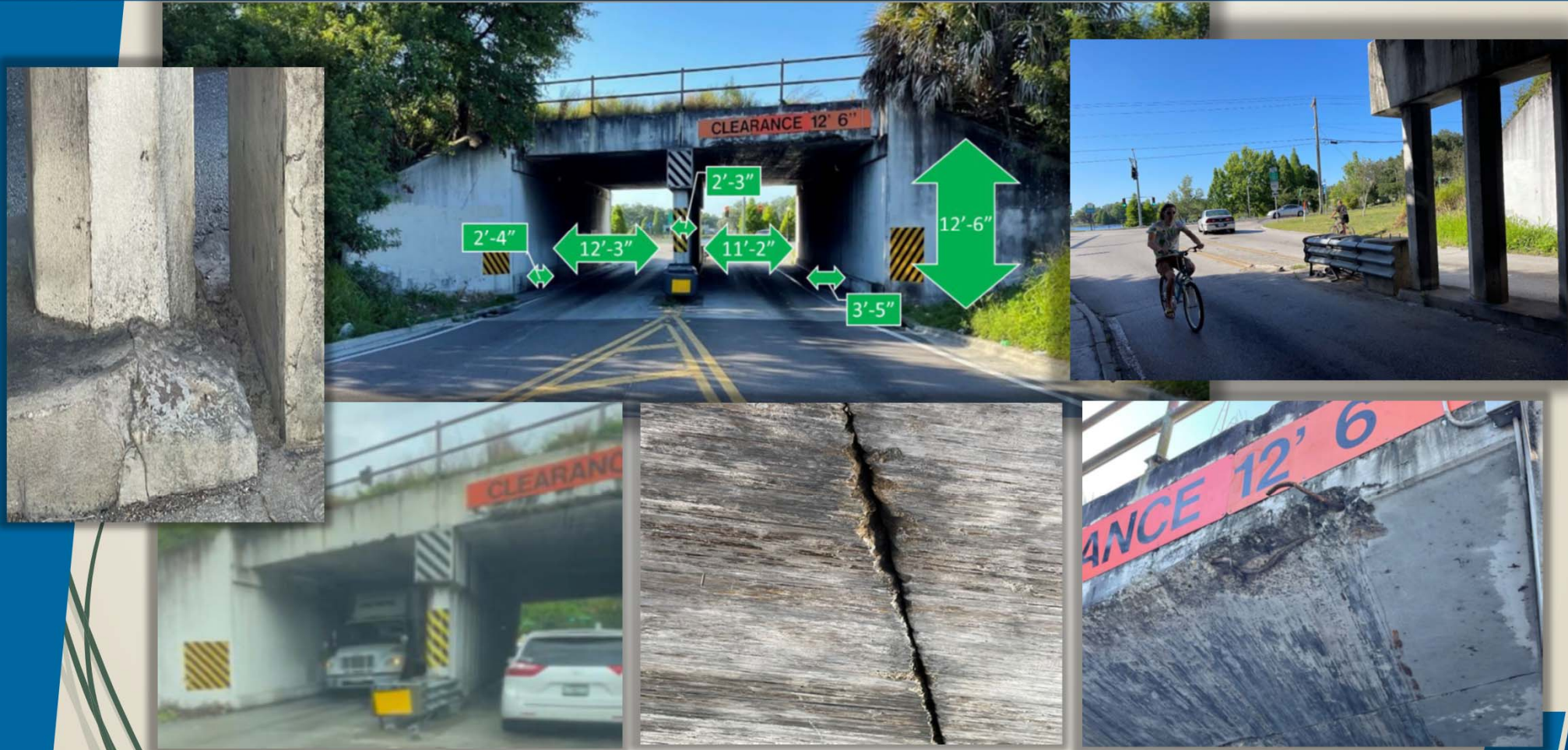
The City of Lakeland has tasked the project team with identifying alternatives to accommodate bicycle and pedestrian movements in the vicinity of the Five Points Roundabout and George Jenkins Blvd. This study explores alternatives along Sloan Ave, a historic city connection located less than a mile west of Downtown Lakeland. The 500-ft segment between Main St and George Jenkins Blvd is crossed by a CSX-owned and operated rail line which splits the Lake Boulah and downtown City of Lakeland areas in the south from the Lake Bonnet area to the north. The rail line passes over Sloan Ave via an existing bridge that provides substandard vertical clearance and limited horizontal width. The existing structure does not include dedicated bicycle or pedestrian facilities. Given the corridor's location and the limited crossings of the rail line to the east and west, Sloan Ave acts as a primary pedestrian route despite its lack of accommodation.

Significant changes are planned and programmed at both ends of the Sloan Ave corridor which are anticipated to substantially increase the number of pedestrian trips taken. Among the largest changes, Bonnet Springs Park opened in October of 2022 at the north end of Sloan Ave. Additionally, the City of Lakeland's future zoning and development plans for its downtown area are expected to increase pedestrian activity. The Five Points Roundabout is also currently in design. Pedestrian and bicycle accommodation in this area will provide a link for residents on the north side of the CSX railroad to access the cultural amenities and transportation infrastructure within the Downtown West area of the City. These resources include the RP Funding Center as well as a future Intermodal Center that was evaluated for construction as part of a 2020 FDOT study. Figure 1 depicts the area surrounding the Sloan Ave intersection and Bonnet Springs Park with relation to the City of Lakeland downtown district. Figure 2 depicts a historical photograph of the area surrounding the Bonnet Springs Park construction location.

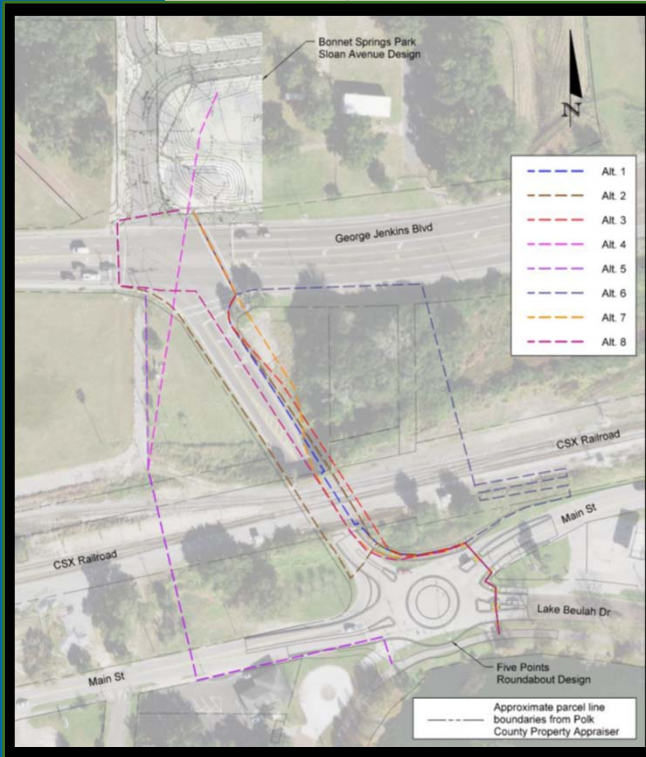
Attempting to install a pedestrian crossing to the east of Sloan Ave before Sikes Blvd would likely be met with more difficulty, as the CSX Corporation is historically opposed to the creation of new crossing locations; this is especially true in the case of pedestrian-only crossings. Pedestrian crossings are statistically prone to injuries and fatalities. Crossings to the west of Sloan Ave would require a substantial pedestrian detour and thus likely be ignored as the majority of pedestrian traffic would be coming directly from the Bonnet Springs Park or from the Lake Boulah community area.

Some limitations of this study include the lack of available survey and the difficulty in coordinating with CSX at the planning or conceptual level. Accordingly, this study does not identify exact amounts of required right of way, exact utility locations, full designs for each alternative, or include traffic impact analyses. High-level cost estimates and future guidance has been provided to assist the City of Lakeland in determining the appropriate connection to move forward with. Any desired alternative should be supplemented with full design and an appropriate traffic impact analysis.

EXISTING CONDITIONS AND CHALLENGES TO MULTI-MODAL CONNECTIVITY



PRELIMINARY ALTERNATIVE ANALYSIS



Alt. 1 – Modify Existing Underpass
 Alt. 2 - Complete Overpass Reconstruction
 Alt. 3 – Pedestrian/ Bicycle Tunnel
 Alt. 4 – Ped Bridge At-Grade Pedestrian/ bicycle Crossing
 Alt. 5 – Shared Use Path At-Grade Crossing W. of Overpass
 Alt. 6 – Shared Use Path At-Grade Crossing E. of Overpass
 Alt. 7 – Restriction Of Vehicular Traffic – One Way
 Alt. 8 - Complete Restriction Of Vehicular Traffic
 Alt. 9 – Connectivity of Future Intermodal Center

Criterion	Weighting	Alt. 1	Alt. 2	Alt. 3	Alt. 4	Alt. 5	Alt. 6	Alt. 7	Alt. 8	Alt. 9
Quality of Provided Facility	20%	1	5	5	5	4	4	4	4	5
Pedestrian Safety	25%	1	4	5	4	3	3	4	4	5
Ease of Use	10%	3	5	4	1	2	2	5	5	1
Impact to Surrounding Traffic Network	15%	4	5	4	4	4	5	2	1	4
Level of Coordination Required	10%	5	1	1	2	3	2	2	2	1
Right of Way Need	10%	5	4	2	1	1	2	4	4	1
Overall Project Cost	N/A	\$93,500	\$11,700,000	\$3,560,000	\$2,133,000	\$548,000	\$754,000	\$354,000	\$346,000	\$19,920,000
Cost Score	10%	5	1	2	2	3	3	4	4	1
Score	1-5	2.85	3.85	3.75	3.2	3.05	3.2	3.6	3.45	3.25

ALTERNATIVE 2: COMPLETE OVERPASS RECONSTRUCTION



Advantages

- Only alternative which provides bicycle/pedestrian connectivity while addressing crash history associated with the existing overpass structure.
- Maintains important vehicular connectivity to Bonnet Springs Park.

Disadvantages

- Expensive – Construction cost estimated at \$12 million. Total project cost could approach \$20 million.

ALTERNATIVE 3: PEDESTRIAN/BICYCLE TUNNEL



Advantages

- Provides separated bicycle/pedestrian travel way from vehicular traffic.
- Maintains important vehicular connectivity to Bonnet Springs Park.

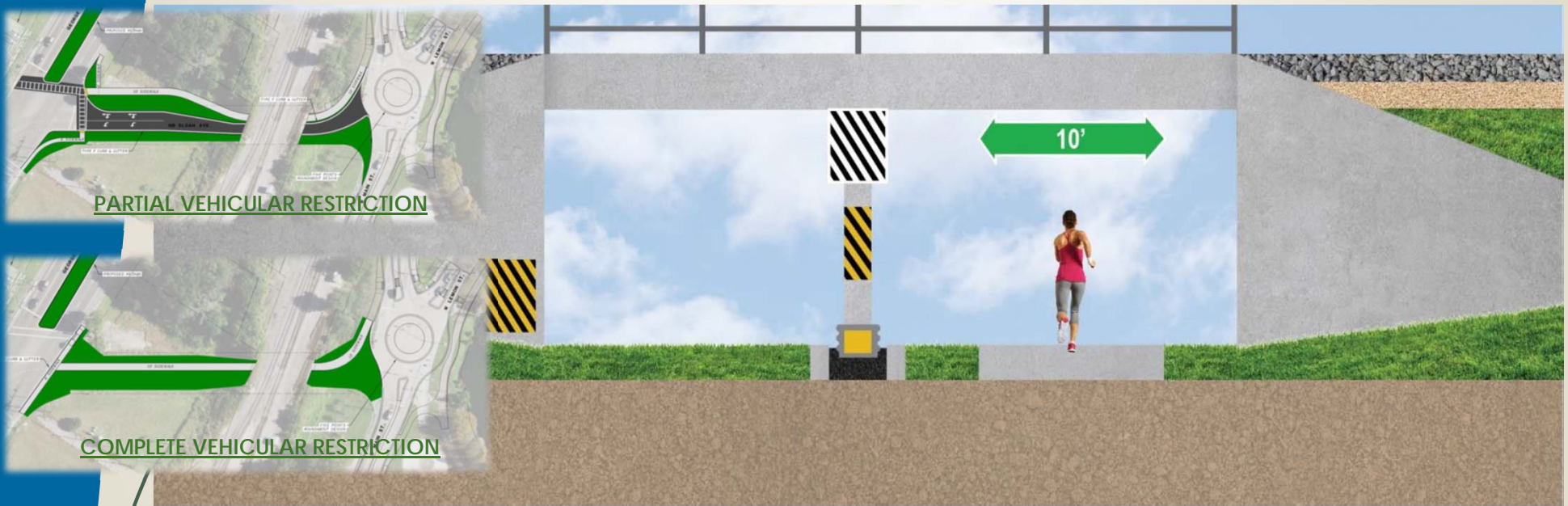
Disadvantages

- Substantial construction costs (approximately \$3.6 million) without addressing structural deficiencies or crash issues associated with the existing overpass structure.

Potential for significant utility impacts.

ALTERNATIVE 8: RESTRICTION OF VEHICULAR TRAFFIC

9



Advantages

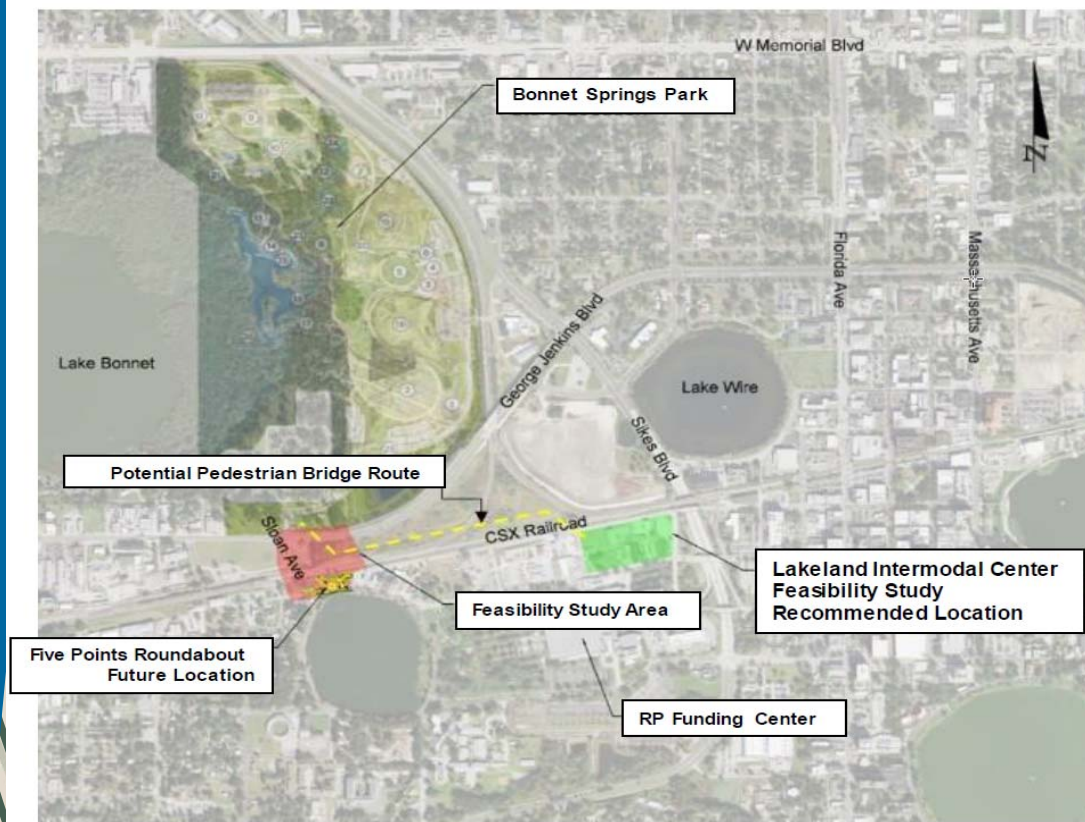
- Provides a dedicated route for pedestrians and cyclists, promoting a safer and more enjoyable travel experience.
- Removes the potential for vehicular crashes with the overpass structure.
- Minimal construction costs (approximately \$400,000)

Disadvantages

- Restricts or eliminates important vehicular connectivity to Bonnet Springs Park.

ALTERNATIVE 9: CONNECTIVITY AT FUTURE INTERMODAL CENTER

10



Advantages

- Direct connection between major trip generating centers.
- Unique central structure exclusive to non-motorists.

Disadvantages

- Fails to address the structural deficiencies of the existing bridge; Does not address concerns related to crash rate on bridge.
- Requires major changes in elevation for users.

Next Steps...

- Engage FDOT District One to request Project Development & Environmental (PD&E) funding for further analysis of crossing alternatives.
- Establish priority with Florida Rail Enterprise to access additional funding mechanisms
- Develop Local Funds package to leverage State/Federal funding options.
- Coordination with Utility Agency Owners (gas line on north side of crossing)
- Continued emphasis on Lakeland Intermodal Center

SECTION 00 52 43
CONSTRUCTION AGREEMENT FORM

THIS AGREEMENT is by and between City of Lakeland
("Owner")
and Gibbs & Register, Inc.
("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by City of Lakeland - Public Works Department Engineering Division, Lakeland, Florida (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 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.

3.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 235 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 265 days after the date when the Contract Times commence to run.

3.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof

allowed in accordance with Article 12 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 Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,690.00 for each day that expires after the time specified in Paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,690.00 for each day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 Owner shall pay Contractor \$ 2,207,555.90 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 Paragraph 4.01.A below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

The Bid prices for Unit Price Works 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 as in Paragraph 10.06 of the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

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

5.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraphs 5.02.A.1 and 5.02.A.2 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. Prior to Substantial Completion, progress payments will be made in accordance with *s. 255.078 F.S. Public Construction Retainage*. 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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions:
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, the Owner may reduce the remaining retainage withheld to an amount not to exceed 150 percent of the estimated total costs to complete punch list items.

5.03 Final Payment

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

ARTICLE 6 - INTEREST

- 6.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has 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.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.06 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 5.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. 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.
- G. 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 the Contract Documents.

- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9 inclusive).
 - 2. Public Construction bond (pages _____ to _____, inclusive).
 - 3. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - 4. Forms:
 - a. Bid Form (Section 00 41 00).
 - b. Bid Security Form (Section 00 43 13).
 - c. Bidder Qualification Statement (Section 00 45 13).
 - d. Non-Collusion Affidavit (Section 00 45 19).
 - e. Public Entity Crimes Statement (Section 00 45 46).
 - f. Notice of Award (Section 00 51 00)
 - 5. Specifications and Permits as listed in the table of contents of the Bid Documents/Project Manual.
 - 6. Drawings consisting of 75 sheets with each sheet bearing the following general title: Five Points Roundabout and consisting of the following component plan sheets:
 - a. Roadway Plans (55 Sheets)

- b. Signing and Marking Plans (10 Sheets)
- c. Lighting Plans (5 Sheets)
- d. Signalization Plans (5 Sheets)

- 7. Addenda (numbers ___ to ___ inclusive).
- 8. Exhibits to this Agreement (enumerated as follows):
 - a. Invitation to Bid (Section 00 11 13).
 - b. Bid Instructions (Section 00 21 00).
 - c. Notice to Proceed (Section 00 55 00).
 - d. Application for Payment Form (Section 00 62 76).
 - e. Field Order Form (Section 00 63 36).
 - f. Work Change Directive Form (Section 00 63 49).
 - g. Change Order Form (Section 00 63 63).
 - h. Certificate of Substantial Completion (Section 00 65 16).
 - i. Standard General Conditions (Section 00 72 00).
 - j. Supplementary Conditions (Section 00 73 00).
 - k. Supplementary Conditions-Insurance (Section 00 73 13).
 - l. Statutory Requirements (Section 00 73 73).
 - m. Summary (Section 01 10 00).
 - n. Price and Payment Procedures (Section 01 20 00).
 - o. Administrative Requirements (Section 01 30 00).
 - p. Quality Requirements (Section 01 40 00).
 - q. Testing Laboratory Services (Section 01 45 29).
 - r. Temporary Facilities and Controls (Section 01 50 00).
 - s. Product Requirements (Section 01 60 00).
 - t. Execution and Closeout Requirements (Section 01 70 00).
 - u. Closeout Submittals (Section 01 78 00).
 - v. Documentation submitted by Contractor prior to Notice of Award (pages to, inclusive).
- 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 8.01.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 8.

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

ARTICLE 9 - MISCELLANEOUS

9.01 Terms

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

9.02 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.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Contractor's Certifications

- A. 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 9.05:

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 Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive 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 Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

"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.

9.06 Access to Records/Audit

- A. Contractor shall retain all records relating to this Contract for a period of five (5) years after final payment is made. Contractor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice amounts to the City. City reserves the right to audit such records upon notice to the Contractor.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER:
City of Lakeland

CONTRACTOR:
Gibbs & Register, Inc.

By: _____

By:  _____


Title: _____

Title: President

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest:  _____

Title: _____

Title: Corporate Secretary

Address for giving notices:

Address for giving notices:

Public Works Director's Office

Gibbs & Register, Inc.

228 S. Massachusetts Avenue

232 S. Dillard Street

Lakeland, Florida 33801-5086

Winter Garden, Florida 34787

License No.: CGC062479
(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

Agent for service or process: _____

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

END OF SECTION