

CITY COUNCIL RESOLUTION NO. 2021-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPROVING A SECOND AMENDMENT OF THE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY RELATED TO THE INTERSTATE 75 AND STATE ROAD 47 WASTEWATER IMPROVEMENT PROJECT, PHASE ONE; PROVIDING FOR AN EXTENSION OF THE AGREEMENT TO DECEMBER 31, 2022; PROVIDING FOR ANY NECESSARY FUTURE AMENDMENTS; PROVIDING FOR COSTS ELIGIBLE FOR REIMBURSEMENT OR MATCHING REQUIREMENTS; PROVIDING FOR A REVISED GRANT WORK PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) submitted to the State of Florida Department of Environmental Protection (hereinafter “DEP”) an application for the funding of a project associated with the construction of the I-75 & SR 47 Wastewater Improvement Project Phase 1 (hereinafter the “Project”); and

WHEREAS, the DEP approved the Project for the City to construct the I-75 & SR 47 Wastewater Improvement Project Phase 1; and

WHEREAS, the City entered into Agreement No. LP12030 (hereinafter the “Agreement”) with the DEP pursuant to City Council Resolution 2018-041; and

WHEREAS, the DEP has proposed an amendment (hereinafter the “Second Amendment” and attached hereto as “Exhibit A”) to the Agreement to provide for the following: (i) an extension to the term of the Agreement; and (ii) any necessary future amendments to the Agreement; and (iii) the reimbursement for costs or availability for costs to meet matching requirements; and (iv) a revised grant work plan; and

WHEREAS, the City Council finds that it is in the City's best interest and the best interest of its citizens to enter into *Amendment No. 2 to Agreement No.*

LP12030 between Florida Department of Environmental Protection and City of Lake City in accordance with the terms and conditions set forth in the proposed amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City Council hereby approves the *Amendment No. 2 to Agreement No. LP12030 between Florida Department of Environmental Protection and City of Lake City*, and the Mayor and the City's Grant Manager are authorized to execute said amendment.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of July 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

By: _____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND
LEGALITY:

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

**AMENDMENT NO. 2
TO AGREEMENT NO. LP12030
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF LAKE CITY**

This Amendment to Agreement No. LP12030 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Lake City (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Lake City I-75/SR 47 Wastewater Improvement Project Phase 1 (Project), effective June 6, 2018; and,

WHEREAS, the Grantee has requested a reallocation of the budget for the project, and an extension of the Agreement; an extension is needed because more time is needed to complete construction; and,

WHEREAS, the parties wish to amend the Agreement as set forth herein, to add a new budget category, reallocate the budget, and extend the Agreement; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until December 31, 2022. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 2.d. of Attachment 1 is deleted and replaced as follows:

This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. Section 4. of Attachment 2 is deleted and replaced as follows:

Costs Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| <u>Reimbursement</u> | <u>Match</u> | <u>Category</u> |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. Fringe Benefits, N/A. |

- b. Indirect Costs, for actual costs not to exceed the budget amount identified in Attachment 3.
- Contractual (Subcontractors)
- Travel
- Equipment
- Rental/Lease of Equipment
- Miscellaneous/Other Expenses
- Land Acquisition

4. **Attachment 3-1, Revised Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-2, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3-1** shall hereinafter refer to **Attachment 3-2, Revised Grant Work Plan**.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF LAKE CITY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Mayor

By: _____
Secretary or Designee

Print Name and Title

Trina Vielhauer, DWRA Director
Print Name and Title

Date: _____

Date: _____

Zachary Easton, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

| Specify Type Attachment | Letter/ Number 3-2 | Description (include number of pages) Revised Grant Work Plan (4 Pages) |
|----------------------------|--------------------------|--|
|----------------------------|--------------------------|--|

ATTACHMENT 3-2
REVISED GRANT WORK PLAN

PROJECT TITLE: Lake City I-75/SR 47 Wastewater Improvement Project Phase 1

PROJECT LOCATION: The Project will be located in the area of the I-75 and SR 47 Interchange within the City of Lake City in Columbia County; Lat/Long (30.1184, -82.6604). See Figure 1 for a site plan.

PROJECT BACKGROUND: The City of Lake City (Grantee) has prioritized reducing the amount of wastewater nutrient pollution impacting the Ichetucknee Springs. Currently, there are five (5) residential and thirty (30) commercial properties within the Phase 1 project area that contain onsite sewage treatment and disposal systems (OSTDS). The elimination of these OSTDSs will result in an estimated reduction of 11,950 lbs. nutrient loading per year.

The Grantee has been awarded a Legislative Appropriations Grant of \$1,000,000 for the “Lake City I-75/SR 47 Wastewater Improvement Project Phase 1” project. The Grantee has also been awarded a Springs Restoration Grant of \$1,697,456 for the “I-75/SR 47 Cannon Creek Sink Public Wastewater Improvement Project (Phase 1)” project. The funding for both grants will be combined within this agreement and will be titled “Lake City I-75/SR 47 Wastewater Improvement Project Phase 1.”

PROJECT DESCRIPTION: The Grantee will construct wastewater improvements near the I-75 and SR 47 Interchange. The Project will include the surveying, engineering, and construction of approximately 2.5 miles of force main and gravity main with fittings and valves, two lift stations, two horizontal directional drills, and twenty-nine road and driveway replacements. The lift stations will be constructed in the northwest and southwest quadrants of the I-75/SR 47 Interchange, and each will pump wastewater to the Grantee’s wastewater collection system that is connected to the Kicklighter Water Reclamation Facility (KWRF). Processed effluent from KWRF will then be pumped to wetlands that were recently constructed under the Ichetucknee Springs Water Quality Improvement Project (ISWQIP). This wetland system produces an estimated 94% removal of nitrates before infiltrating the groundwater and Ichetucknee Springs. The Project will mitigate OSTDS nutrient pollution and provide water quality improvements to the Ichetucknee Springs.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$1,703,415 from Lake City. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Pre-Design Study

Deliverables: The Grantee will perform a pre-design analysis of the proposed gravity collection system along with pump stations and force mains, and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify tasks required to complete a resolution of the problem.

Documentation: The Grantee will submit the final pre-design report.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 2: Design and Permitting

Deliverables: The Grantee has procured professional engineering and surveying services in accordance with state law prior to execution of this Agreement. The Grantee will complete the design of the wastewater improvements and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Bidding and Contractor Selection

Deliverables: The Grantee will subcontract the construction of the wastewater improvements with a qualified and licensed contractor, selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 4: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 5: Construction

Deliverables: The Grantee will construct wastewater improvements in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

| Task No. | Task Title | Budget Category | Grant Amount | Task Start Date | Task End Date |
|-----------------|----------------------------------|------------------------------|---------------------|------------------------|----------------------|
| 1 | Pre-Design Study | Contractual Services | \$25,000 | 07/01/2017 | 09/30/2022 |
| 2 | Design and Permitting | Contractual Services | \$295,415 | 07/01/2017 | 09/30/2022 |
| 3 | Bidding and Contractor Selection | Contractual Services | \$20,000 | 07/01/2017 | 09/30/2022 |
| 4 | Project Management | Contractual Services | \$30,000 | 07/01/2017 | 09/30/2022 |
| 5 | Construction | Contractual Services | \$2,183,160 | 07/01/2017 | 09/30/2022 |
| | | Miscellaneous/Other Expenses | \$143,881 | | |
| | | Total: | \$2,697,456 | | |

Note that, per Section 8.h. of Attachment 1, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1: Site Plan

