

CITY COUNCIL RESOLUTION NO. 2021-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER SEVEN TO THE CONTINUING CONTRACT WITH JONES EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL CONSULTING SERVICES THAT AMENDS THE SCOPE OF WORK RELATED TO THE CONSTRUCTION OF MODIFICATIONS TO THE RECLAIMED WATER PRODUCTION FACILITIES AT THE SISTER'S WELCOME ROAD WASTEWATER FACILITY; PROVIDING FOR A NOT-TO-EXCEED CONTRACT PRICE OF \$59,878.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") and Jones Edmunds & Associates, Inc., (hereinafter "Jones Edmunds") entered into Task Assignment Number Nine to the Continuing Contract (hereinafter the "Continuing Contract"), authorized by City Council Resolution No. 2019-024 with respect to certain studies, planning, design and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport, City recreational facilities, City Hall, City safety facilities and streets (herein collectively the "City Projects"); and

WHEREAS, the Continuing Contract provides that Jones Edmunds shall perform services to the City only when requested to and authorized in writing by the City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Jones Edmunds for each separate project and be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City Council and Jones Edmunds executed Task Assignment Number Nine pursuant to City Council Resolution 2018-019, for design and construction phase services for modifications to the reclaimed water production facilities at the Sisters Welcome Road Wastewater Facility (hereinafter the "Project"); and

WHEREAS, the City Council and Jones Edmunds desire to amend the

scope of work and fee for the Project identified in Task Assignment Number Nine (2018), a copy of which is attached hereto as “Exhibit A”; and

WHEREAS, Jones Edmunds has proposed additional services to the scope of work identified in Task Assignment Nine (2018), and a related fee for compensation of \$59,878.00, pursuant to the terms and conditions of Task Assignment Number Seven, a copy of which is attached hereto as “Exhibit B” and made a part of this resolution (“Task Assignment Number Seven”), and in compliance with the Continuing Contract; and

WHEREAS, the city administration has found that \$9,878.00, remains unspent from Task Assignment Nine (2018) and that said unspent funds should be used to procure Task Assignment Seven; and

WHEREAS, the City Council finds that the execution of Task Assignment Number Seven with Jones Edmunds pursuant to the terms and conditions of Task Assignment Number Seven is in the best interest of the City and its citizens.

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 is hereby authorized to enter into Task Assignment Number Seven with Jones Edmunds for the additional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Seven. as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Jones Edmunds to exceed the amended price. The Mayor is authorized and directed to execute and deliver the Contract in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Jones Edmunds shall be deemed to be conclusive evidence of

approval of such changes, amendments, modifications, omissions, and additions.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

FLK/cnj
02/28/18

CITY COUNCIL RESOLUTION NO. 2018-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER NINE TO ITS BASIC CONTRACT WITH JONES EDMUNDS & ASSOCIATES, INC., A FLORIDA CORPORATION ("JONES EDMUNDS"), FOR THE CONSULTANT TO PROVIDE THE CITY WITH DESIGN AND PROFESSIONAL SERVICES DURING THE CONSTRUCTION OF MODIFICATIONS TO THE RECLAIMED WATER PRODUCTION FACILITIES AT THE SISTERS WELCOME ROAD WASTEWATER FACILITY; AND TO PAY JONES EDMUNDS FOR ITS SERVICES FOR TASK ASSIGNMENT NUMBER NINE A LUMP SUM NOT-TO-EXCEED AMOUNT OF \$86,340.00.

WHEREAS, the City of Lake City, Florida ("City") entered into a Basic Contract for Professional Services with Jones Edmunds & Associates, Inc. ("Jones Edmunds") effective February 3, 2014 (the "Basic Contract"), as authorized by City Council Resolution No. 2014-008 with respect to certain studies, planning, design and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport ("Airport"), City recreational facilities, City Hall, City safety facilities and streets (herein collectively the "City Projects"); and

WHEREAS, the Basic Contract provides that Jones Edmunds shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Jones Edmunds for each separate project and be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires to enter into Task Assignment Number Nine during the construction of modifications to the reclaimed water production facilities at the Sisters Welcome Road Wastewater Facility ("Additional Services"), pursuant to the terms and conditions of Task Assignment Number Nine, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Number Nine"), and in compliance with the Basic Contract.

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 is hereby authorized to enter into Task Assignment Number Nine with Jones Edmunds for the Additional Services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Nine as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Nine in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Jones Edmunds shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

PASSED AND ADOPTED at a meeting of the City Council on this 5th day of March, 2018..

CITY OF LAKE CITY, FLORIDA

BY: Stephen M. Witt
Stephen M. Witt, Mayor

ATTEST:

Audrey E. Sikes
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND
LEGALITY:

Frederick L. Koberlein, Jr.
Frederick L. Koberlein, Jr.,
City Attorney

**TASK ASSIGNMENT NUMBER NINE TO THE BASIC
CONTRACT BETWEEN THE CITY OF LAKE CITY,
FLORIDA, AND JONES EDMUNDS & ASSOCIATES, INC.,
A FLORIDA CORPORATION, FOR PROFESSIONAL
CONSULTING SERVICES**

THIS TASK ASSIGNMENT NUMBER NINE made and entered into this ____ day of March, 2018, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, with a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and JONES EDMUNDS & ASSOCIATES, INC., a Florida corporation (herein referred to as "Consultant"), with a mailing address of 730 NE Waldo Road, Gainesville, Florida 32641.

RECITALS

A. City and Consultant have heretofore entered into a Basic Contract for professional consulting services as authorized by City Resolution No. 2014-008 (the "Basic Contract").

B. The Basic Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City is in need of professional services and assistance of Consultant to its Basic Contract with Jones Edmunds for the design and professional services during

the construction of modifications to the reclaimed water production facilities at the Sisters Welcome Road Wastewater Facility (the "Facility") and desires to enter in to this Task Assignment Number Nine with Consultant for such services pursuant to the terms and conditions contained herein and any attachments.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Nine.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish City with design and professional services during the construction of modifications to the reclaimed water production facilities at the Facility pursuant to and in accordance with the terms and conditions contained herein and the Proposal dated January 4, 2018 attached hereto as "Exhibit A".

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant for design and professional services under this Task Assignment Number Nine a lump sum and not-to-exceed amount of \$86,340.00.

4. **PROVISIONS OF BASIC CONTRACT**. The terms, provisions, conditions, and requirements of the Basic Contract are incorporated herein and made a part of this agreement and shall be complied with by Consultant.

5. **ATTORNEYS' FEES AND COSTS**. In the event of breach by either party of the Basic Contract or any Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Basic

Contract or any Task Assignment, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Number Nine, along with the Basic Contract, constitutes the entire agreement between City and Consultant and supercedes all prior written or oral understandings with respect to the project. This Task Assignment Number Nine may only be amended, supplemented, modified, or canceled by a duly executed written instrument.


7. **PARTIES BOUND.** This Task Assignment Number Nine shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

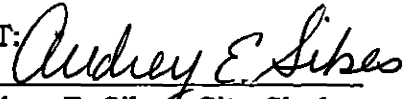
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(signatures begin on next page)


IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Nine as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

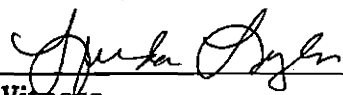
By: 
STEPHEN M. WITT, Mayor

ATTEST: 
By: Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND
LEGALITY:

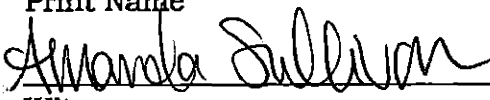
By: 
Frederick L. Koberlein, Jr.,
City Attorney

Signed, sealed and delivered
in the presence of the following
witnesses to the Consultant:


Witness

Linda Lyles

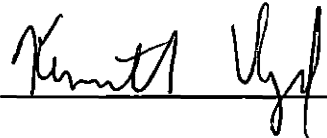
Print Name


Witness

Amanda Sullivan

Print Name

**JONES EDMUNDS & ASSOCIATES,
INC.**

By: 

Name: Kenneth S. Vogel, PE

Managing Director &
Title: Senior Vice President

BSerman 3/20/2018






Integrity • Knowledge • Service

February 22, 2018

Paul Dyal, Assistant City Manager
Utilities & Public Works
City of Lake City
692 SW Saint Margarets Street
Lake City, Florida 32025

 2-22-18
3-5-18
Agenda
TASK # 8

RE: City of Lake City, Florida
Professional Engineering Services for Sisters Welcome Road Reclaimed Water System
Modifications
Jones Edmunds Opportunity No.: 95110-460-17

Dear Mr. Dyal:

Pursuant to your request, Jones Edmunds & Associates, Inc. is pleased to provide the following Scope of Work, Schedule, and Fees for design and services during construction of modifications to the reclaimed water production facilities at the Sisters Welcome Road Wastewater Facility.

DESIGN SERVICES

TASK 1 – PROJECT KICKOFF MEETING

Jones Edmunds will prepare and conduct a Kickoff Meeting with City staff at the project site to identify and discuss the critical aspects of the project and establish lines of communication for the project. Jones Edmunds and the City will work together to prepare a general layout of the proposed facilities and develop a schedule for the work activities. The general layout developed during the kickoff meeting will be the basis for preparing the design submittals described in Task 3, 4, and 6. Therefore, it will be important to develop an accurate general layout to avoid significant deviations to the design documents that may result in schedule and fee adjustments.

TASK 2 – PREAPPLICATION MEETING WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)

Jones Edmunds will coordinate with the City to schedule a Preapplication Meeting with FDEP to present the proposed project, discuss the permit application requirements for construction of the project, and present the schedule for requesting minor modifications to the Domestic Wastewater Facility Permits for the Kicklighter and Saint Margarets Street wastewater treatment facilities. A key item of discussion will be the proposed use of the existing chlorine contact basin to meet Class 3 reliability requirements. The meeting will be held at FDEP's office in Jacksonville.

TASK 3 – CONCEPTUAL DESIGN (30% DESIGN)

The Conceptual Design Phase will define the design basis for the size and configuration of the new chlorine contact chamber (CCC), size of new sodium hypochlorite storage tanks, and capacity of the new chemical feed system. Drawings will be prepared to show an overall plan of the existing Sisters Welcome facilities and piping arrangement, existing facilities in the area of the disk filter unit, layout of the new CCC and chemical storage tanks, proposed piping configuration between the disk filter effluent piping and new CCC, and configuration and dimensions of the new CCC. A list of specification sections and a project cost opinion will be prepared.

Jones Edmunds will provide the City with two full-size (22-inch-x-34-inch) sets and one electronic (pdf) file of the 30% Conceptual Design Drawings, Specifications List, and Cost Opinion for review. A review meeting will be held at the project site two weeks after the 30% submittal to finalize the size and layout of proposed facilities and resolve any areas of concern. Jones Edmunds will provide an agenda and meeting minutes summarizing the findings of the meeting.

Included in 30% Design will be geotechnical data provided by the City's geotechnical firm, Cal-Tech Testing. The City will contract directly with Cal-Tech based on the Scope of Work provided by Jones Edmunds and testing results will include recommendations for the design of the foundation of the CCC.

TASK 4 – PROJECT DESIGN DEVELOPMENT (90% DESIGN)

The Contract Documents will include detailed Drawings, front-end Bid Documents, and Technical Specifications needed for bidding and constructing the proposed new facilities. These documents will be submitted to the City at the 90% level of design completion and a review meeting will be held two weeks after the 90% submittal to resolve any remaining areas of concern. The documents submitted at the 90% level will be essentially complete pending final review.

For the 90% review, Jones Edmunds will provide the City with two full-size (22-inch-x-34-inch) sets of the 90% Drawings, two hard copies of the Specifications Book, and one electronic (pdf) file of the 90% Drawings and updated Cost Opinion. Jones Edmunds will provide an agenda and meeting minutes summarizing the findings of the meeting.

TASK 5 – PERMITTING ASSISTANCE

Jones Edmunds will prepare the Application and supporting documents for obtaining an FDEP permit for construction of the proposed facilities and coordinate execution and submittal of the Application Package by the City. Jones Edmunds will also prepare requests for minor modification of the Domestic Wastewater Facility Permits for the Kicklighter and Saint Margarets Street wastewater treatment facilities. These requests for minor modifications will be prepared and submitted as scheduled during the Preapplication Meeting with FDEP. We will respond to a maximum of (2) RAIs from FDEP.

TASK 6 – FINAL CONSTRUCTION DOCUMENTS

Jones Edmunds will prepare final Construction Documents (Drawings, front-end Bid Documents, Technical Specifications, and FDEP Construction Permit) based on comments from the 90% review and any permitting comments by FDEP. The Opinion of Probable Construction Cost will be updated if necessary.

Jones Edmunds will provide two signed and sealed full-size (22-inch-x-34-inch) sets of the final Drawings, two signed and sealed hard copies of the Specifications, and one electronic (pdf) set of final Drawings, Specifications, and updated Cost Opinion.

TASK 7 – BIDDING SERVICES AND SUPPORT

Jones Edmunds will:

- Coordinate with the City to establish the date, time, and location for opening bids for construction of the project and provide the City with the Advertisement for Bids.
- Sell Bidding Documents to prospective bidders and provide the City with a list of plan holders each Friday during the bidding process.
- Respond to up to two plan holder requests for information (RFIs) during bidding.
- Issue up to two Addenda.
- Review the bids received for conformity to the Bidding Documents and prepare a tabulation of the bids.
- Prepare and submit a recommendation of award to the City.

PROFESSIONAL SERVICES DURING CONSTRUCTION (PSDC)

TASK 1 – CONTRACT DOCUMENTS PREPARATION

Jones Edmunds will conform the Drawings and Specifications to include changes made by Addenda during bidding and information in the bid submitted by the successful bidder.

Jones Edmunds will prepare and transmit final Construction Documents to the successful bidder for execution of the Construction Contract and use during construction.

TASK 2 – CONSTRUCTION MEETINGS AND SITE VISITS

Jones Edmunds will:

1. Set up, coordinate, and attend the Preconstruction Meeting.
2. Make up to four visits to the project site to determine the work is proceeding in accordance with the Contract Documents.

3. Perform one walkthrough at Substantial Completion to determine the Contractor's compliance with the Contract Documents and develop a punch list of items to be corrected or completed.
4. Provide the Certificate of Substantial Completion with a letter and punch list to the Contractor identifying necessary items to be completed to reach Substantial Completion.
5. Perform one walkthrough at Final Completion to determine the Contractor's compliance with the Contract Documents and completion of the punch list.

TASK 3 – SHOP DRAWING SUBMITTALS

Jones Edmunds will:

1. Log Contractor submittals and a maximum of (2) resubmittals.
2. Review Contractor submittals and resubmittals for conformance with the approved project Specifications and Drawings.
3. Provide comments to the Contractor regarding the submittals.

TASK 4 – CONTRACTOR RFIs

Jones Edmunds will:

1. Respond in writing to Contractor requests for clarification of the approved project Specifications and Drawings.
2. Provide a copy of each response to the City.

TASK 5 – PROJECT CLOSEOUT/RECORD DRAWINGS

Jones Edmunds will:

1. Prepare and review Contract Closeout Documents in accordance with the Contract Documents.
2. Review the Contractor's Record Drawings (in CAD format).
3. Establish the end date for project warranty.

ASSUMPTIONS AND EXCLUSIONS

1. The City will provide as-built records, wastewater flow records, design and permitted capacities, and other available information as required for the design of the proposed facilities.
2. No additional topographical surveying will be required.
3. Modifications to the reclaimed water production facilities supervisory control and data acquisition (SCADA) system will be provided by a contractor/integrator under separate contract with the City.
4. Significant deviations to the general layout agreed upon during the kickoff meeting will be justification for requests for additional fee and/or schedule adjustments, depending on the time and work required to adjust the design documents.

5. The City will pay all permit application fees, if any.
6. No pre-bid meeting will be held for this project.
7. The project construction time will not exceed 180 calendar days and the City shall provide full time Resident Observation for the project.
8. Specifications and front end documents will be based on EJCDC 2007 version.
9. The City will complete their reviews and review meetings will be held within 2 weeks of submittals.
10. In the event FDEP requires a Major Permit Modification instead of a Minor Permit Modification, we will submit a proposal for the additional time required to complete a Major Permit Application.

SCHEDULE

Design Services

(Schedule is sequential from Notice to Proceed unless otherwise noted)

1	Hold Kickoff meeting, meet with FDEP, and submit 30% design to City for review	6 weeks
2	Complete 90% design and submit to City for review	6 weeks (After receipt of City's 30% Comments)
3	Complete FDEP permitting	4 weeks (After receipt of City's 90% Comments)
4	Complete final Construction Documents	2 weeks (After receipt of FDEP permits)
5	Complete bidding and award	8 weeks (After completion of final construction documents)

Professional Services During Construction

(Schedule is sequential from Notice of Award by City)

1	Prepare and transmit Contract Documents and attend Preconstruction Meeting	4 weeks
2	(Four site visits, shop drawing review, RFIs, Substantial Completion walkthrough, and punch list	20 weeks
3	Final Completion walkthrough, Record Drawings, and Closeout Documents	4 weeks

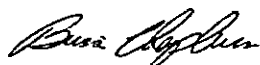
COMPENSATION

Jones Edmunds proposes to perform the tasks for this project on a lump-sum basis in accordance with our February 18, 2014 Basic Contract for Professional Consulting Services as follows:

Design Services	
1	Project Kickoff Meeting \$ 4,275
2	Pre-application Meeting with FDEP \$ 1,560
3	Conceptual Design (30% Design) \$15,503
4	Project Design Development (90% Design) \$34,546
5	Permitting Assistance:
a.	FDEP Construction Permit \$ 2,205
b.	Kicklighter Permit Modification \$ 1,947
c.	Saint Margarets Permit Modification \$ 1,947
6	Final Construction Documents \$ 8,147
7	Bidding Services and Support \$ 4,078
Subtotal	
Professional Services During Construction	
1	Contract Documents Preparation \$ 1,695
2	Construction Meetings and Site Visits (six meetings/visits) \$ 4,310
3	Shop Drawing Submittals \$ 3,706
4	Contractor RFIs \$ 1,707
5	Project Closeout/Record Drawings \$ 929
Subtotal	
TOTAL	

If you have any questions or comments, please feel free to contact me at (904) 744-5401 or bhepburn@jonesedmunds.com.

Sincerely,



Brian F. Hepburn, MPA
Project Manager
8657 Baypine Road, Suite 300
Jacksonville, Florida 32256-8634

EXHIBIT A

City of Lake City

SISTERS WELCOME PAR SYSTEM UPGRADES

Jones Edmunds File No. 95110-460-17

1/22/2018



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Task	Project Manager	Chief Engineer	Senior Engineer	CAD Designer	Senior Technical Editor	Senior Admin	Construct Coord.	Total Hours	Total Labor	GSE Engineering & Consulting, Inc. (Structural)	Travel, CAD Charges, Printing	Cost
DESIGN SERVICES	\$170	\$220	\$215	\$115	\$110	\$85	\$66					
Task 1: Project Kick-Off Meeting	6	6	8					20	\$4,060		\$215	\$4,275
Task 2: Preapplication Meeting with FDEP	4	4						8	\$1,560			\$1,560
Task 3: Conceptual Design (30% Design)	8	24	16	40				88	\$14,680		\$823	\$15,503
Task 4: Project Design Development (90% Design)	16	32	20	80	2	4		154	\$23,820	\$8,250	\$2,476	\$34,546
Task 5: Permitting Assistance												
FDEP Construction Permit	2	8						10	\$2,100		\$105	\$2,205
Kicklighter Permit Modification	1	8						9	\$1,930		\$17	\$1,947
Saint Margarets Permit Modification	1	8						9	\$1,930		\$17	\$1,947
Task 6: Final Construction Documents	2	8	4	16	1	32		63	\$7,630		\$517	\$8,147
Task 7: Bidding Services and Support	4	8	4	2			8	26	\$4,050		\$28	\$4,078
Subtotals	44	106	52	138	3	36	8	387	\$61,760	\$8,250	\$3,983	\$73,993
PROFESSIONAL SERVICES DURING CONSTRUCTION												
Task 1: Contract Documents Preparation	1	2		4			2	9	\$1,200		\$495	\$1,695
Task 2: Construction Meetings and Site Visits	23							23	\$3,910		\$400	\$4,310
Task 3: Shop Drawing Submittals		10	3				13	26	\$3,690		\$16	\$3,706
Task 4: Contractor Requests for Information (RFIs)		4	2				6	12	\$1,700		\$7	\$1,707
Task 5: Project Closeout/Record Drawings	1	2	1				1	5	\$890		\$39	\$929
Subtotals	25	18	6	4	0	0	22	75	\$11,390		\$957	\$12,347
Totals	69	124	58	142	3	36	30	462	\$73,150	\$8,250	\$4,940	\$86,340

TASK ASSIGNMENT SEVEN TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND JONES, EDMUNDS & ASSOCIATES, INC., AMENDING PREVIOUS TASK ASSIGNMENT NINE (2018) TO THE CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES DURING THE CONSTRUCTION OF MODIFICATIONS TO THE RECLAIMED WATER PRODUCTION FACILITIES AT THE SISTER'S WELCOME ROAD WASTEWATER FACILITY.

THIS TASK ASSIGNMENT NUMBER SEVEN is made and entered into this ____ day of June 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and JONES, EDMUNDS & ASSOCIATES, INC., a Florida limited liability company, having a mailing address of 730 NE Waldo Road, Gainesville, Florida 32641 (herein referred to as "Consultant")

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract during March 2019, for professional consulting services as authorized by City Council Resolution No. 2019-024 (the "Continuing Contract").

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City Council and Consultant executed Task Assignment Number Nine pursuant to City Council Resolution 2018-019, for design and

construction phase services for modifications to the reclaimed water production facilities at the Sisters Welcome Road Wastewater Facility.

D. The City desires to amend Task Assignment Nine and enter into this Task Assignment Seven with Consultant for its professional services pursuant to the terms and conditions contained in Consultant's proposed Scope of Services (hereinafter "Supplemental Agreement"), a copy of which is attached hereto as "Exhibit A".

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of Task Assignment Seven.
2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in the Supplemental Agreement, attached hereto, within two hundred (200) calendar days from the Consultant's receipt of a Notice to Proceed. A Notice to Proceed shall be required for each of the four (4) tasks identified in the Supplemental Agreement. City shall be under no obligation to proceed with any of the tasks.
3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for each of the four (4) tasks identified in the Supplemental Agreement as each task is completed for a total projected cost not to exceed \$59,878.00.
4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are

incorporated in to, and made a part of, this Task Assignment and shall be binding on, and complied with by, Consultant.

5. **ATTORNEYS' FEES AND COSTS.** In the event of breach by either party of the Continuing Contract or Task Assignment, the breaching party shall be liable for and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or Task Assignment Seven, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Seven and the Continuing Contract constitute the entire agreement between the City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachments hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Seven may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number Seven shall be binding upon and shall inure to the benefit of the City and Consultant, their successors and assigns.

8. **E-VERIFY.** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.
- b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of

this section.

e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Seven as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

ATTEST:

JONES, EDMUNDS & ASSOCIATES, INC.

By: _____
Angela Witt,
Contracts Administrator

By: _____
Stanley F. Ferreira, Jr.,
Vice President



May 10, 2021

Paul Dyal
Executive Director of Utilities
City of Lake City
692 SW Saint Margarets Street
Lake City, Florida 32025

RE: City of Lake City, Florida
Professional Engineering Services for Sisters Welcome Road Reclaimed Water
System Modifications
Jones Edmunds Project No.: 08504-026-01

Dear Mr. Dyal:

Pursuant to your request, Jones Edmunds is pleased to provide the following amendment to the Scope and Fee for design and construction phase services for modifications to the reclaimed water production facilities at the Sisters Welcome Road Wastewater Facility.

DESIGN SERVICES

TASK 1 – CONSTRUCTION DOCUMENTS UPDATE

Jones Edmunds will review the 2018 design plans for completeness and accuracy, coordinate with the structural subcontractor, update the plans as needed, and provide final signed-and-sealed drawings to the City.

Jones Edmunds will review the 2018 front-end documents and technical specifications for completeness and accuracy, update the content of the specifications as needed, and update the formatting of the technical specifications from the 2007 Engineers Joint Contract Documents Committee (EJCDC) to the 2018 EJCDC standard.

TASK 2 – BIDDING SERVICES AND SUPPORT

Jones Edmunds will:

- Coordinate with the City to establish the date, time, and location for opening bids for construction of the project and provide the City with the Advertisement for Bids.
- Attend one pre-bid meeting.
- Respond to up to two plan-holder requests for information (RFIs) during bidding.
- Issue up to two Addenda.

- Review the bids received for conformity to the Bidding Documents and prepare a tabulation of the bids.
- Prepare and submit a bid evaluation letter to the City.

PROFESSIONAL SERVICES DURING CONSTRUCTION (PSDC)

TASK 1 – CONSTRUCTION MEETINGS AND SITE VISITS

Jones Edmunds will:

- Set up, coordinate, and attend the Preconstruction Meeting.
- Attend six monthly progress meetings. We assume that the Contractor will lead the meetings.
- Conduct up to 12 site visits to the project site to observe the work progress. This assumes one site visit every 2 weeks over the construction contract time. One site visit each month will be conducted on the same day as the progress meeting.
- Perform one walkthrough at Substantial Completion to determine the Contractor's compliance with the Contract Documents and develop a punch list of items to be corrected or completed.
- Provide the Certificate of Substantial Completion with a letter and punch list to the Contractor identifying necessary items to be completed to reach Substantial Completion.
- Perform one walkthrough at Final Completion to determine the Contractor's compliance with the Contract Documents and completion of the punch list.

TASK 2 – SHOP DRAWING SUBMITTALS

Jones Edmunds will:

- Review up to 36 Contractor submittals and resubmittals for conformance with the approved project Specifications and Drawings.
- Provide a copy of each response to the City.

TASK 3 – CONTRACTOR RFIs

Jones Edmunds will:

- Respond in writing to up to 12 Contractor RFIs of the approved project Specifications and Drawings.
- Provide a copy of each response to the City.

TASK 4 – PROJECT CLOSEOUT/RECORD DRAWINGS

Jones Edmunds will:

- Prepare and review Contract Closeout Documents in accordance with the Contract Documents, including as-built drawings, and provide the original files to the City.
- Review the Contractor's Record Drawings (in CAD format).
- Establish the end date for project warranty.

ASSUMPTION AND EXCLUSIONS

- The sodium chloride (NaCl) storage tanks were designed to match existing containment vats that the City would like to repurpose for this project; modifications to this aspect of the design are excluded from this scope and fee.
- Modifications to the reclaimed water production facilities supervisory control and data acquisition (SCADA) system will be provided by a contractor/integrator under separate contract with the City.
- The project construction time will not exceed 200 calendar days and the City shall provide fulltime Resident Observation for the project.

SCHEDULE

Design Services

Task	Description	Period
1	Construction Documents Update	6 weeks
2	Bidding Services and Support	12 weeks

Note: The schedule is sequential from Notice to Proceed unless otherwise noted.

Professional Services During Construction (PSDC)

Description	Period
Preconstruction Meeting	4 weeks
Up to 12 site visits, shop drawing review, RFIs, Substantial Completion walkthrough, and punch list	20 weeks
Final Completion walkthrough, Record Drawings, and Closeout Documents	4 weeks

Note: The schedule is sequential from Notice to Award by the City.

COMPENSATION

Jones Edmunds proposed to perform the tasks for this project on a lump-sum basis as follows:

Task	Description	Amount (\$)
Design Services		
1	Construction Documents Update	9,878
2	Bidding Services and Support	10,000
Professional Services Subtotal		19,878
Professional Services During Construction (PSDC)		
1 – 4	PSDC	40,000
TOTAL		59,878

If you have any questions or comments, please contact me at (352) 377-5821 or jsbell@jonesedmunds.com.

Sincerely,



Jamie Sortevik Bell, PE, CFM
Engineer
730 NE Waldo Road
Gainesville, Florida 32641