CM/rrp 04/24/2025

## **RESOLUTION NO 2025 – 068**

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER ONE (1) PURSUANT TO THE CONTINUING CONTRACT WITH WETLAND SOLUTIONS, INC, A FLORIDA CORPORATION, TO COMPLETE THE OPERATIONS AND MAINTENANCE REPORT REQUIRED FOR PERMIT RENEWAL AT SAINT MARGARETS WATER RECLAMATION FACILITY AT A COST NOT TO EXCEED \$16,500; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID TASK ASSIGNMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID TASK ASSIGNMENT; AUTHORIZING THE CITY MANAGER WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE MINOR CHANGES TO THE SCOPE OF WORK OF THE TASK ASSIGNMENT PROVIDED SUCH CHANGES DO NOT INCREASE THE QUOTED PRICE IN THE TASK ASSIGNMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** pursuant to City Council Resolution No. 2023-150 the City of Lake City, Florida ("the "City") and Wetlands Solutions, Inc., a Florida corporation, (the "Vendor") entered into that certain continuing contract for engineering services (the "Continuing Contract"); and

WHEREAS, the Florida Department of Environmental Protection requires an operations and maintenance report be completed at the Saint Margarets Water Reclamation Facility (the "Facility") before permits can be renewed; and

**WHEREAS,** the Vendor submitted a proposal to complete these requirements within the required timeline with a cost not to exceed \$16,500 (the "Project"); and

**WHEREAS**, the Continuing Contract provides the Vendor shall provide services to the City only when requested and authorized in writing by the City; and

**WHEREAS,** each request from the City to the Vendor for services shall be for a specific project with the scope of the work defined by and embodied in a separate task assignment; and

**WHEREAS**, the City Council desires to enter into that certain task assignment pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project, in accordance with the terms and conditions of Task Assignment Number One (1) as set forth

	Wetland Solutions, Inc.
City of Lake City, Florida	Task Assignment Number One
Resolution 2025-068	Operation and Maintenance Report

in Vendor's proposal (the "Proposal"), a copy of which is attached as an Exhibit hereto; and

**WHEREAS,** entering into an agreement between the City and the Vendor for the scope of work set forth in the Proposal attached hereto (the "Agreement") pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public interest and in the interests of the City; and

**WHEREAS,** the City Council desires that the City Manager, with the consent of the City Attorney, be authorized to consent to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; now therefore

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

- 1. Approving the Agreement pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public or community interest and for public welfare; and
- 2. In furtherance thereof, the Agreement containing the material terms of the Proposal and the Continuing Contract should be and is approved by the City Council of the City of Lake City; and
- 3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
- 4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
- 5. The City Manager, with the consent of the City Attorney, is authorized to agree to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; and
- 6. 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
- 7. 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 May, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

#### TASK ASSIGNMENT NUMBER ONE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND WETLAND SOLUTIONS, INC, A FLORIDA CORPORATION, TO COMPLETE THE OPERATIONS AND MAINTENANCE REPORT REQUIRED FOR PERMIT RENEWAL AT SAINTT MARGARETS WATER RECLAMATION FACILITY

THIS TASK ASSIGNMENT NUMBER ONE made and entered into this \_\_\_\_\_ day of May 2025, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter the "City"), and Wetland Solutions, Inc., a Florida corporation (hereinafter the "Consultant").

#### RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for engineering assessments, project development, design, permitting, construction monitoring, and other related services as authorized by City Council Resolution No. 2023-150; and

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; and

C. The City is in need of engineering services to complete the required Operations and Maintenance report required for permit renewal; and

D. The City desires to enter into this Task Assignment Number One with the Consultant for the aforementioned services pursuant to the terms and conditions contained herein and the attachment hereto.

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

1. **<u>RECITALS</u>**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number One.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in the correspondence dated April 10, 2025, received by the City from the Consultant consisting of a total of three (3) pages and attached hereto as "Exhibit A" and made a part of this Task Assignment.

3. **<u>COMPENSATION TO CONSULTANT</u>**: City shall pay no more than \$16,500.00 that is available for use in the WTP budget.

4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement and shall be complied with by Consultant. Should any conflict arise between the terms and conditions set forth herein and the Continuing Contract, the terms and conditions of the Continuing Contract shall be controlling. Should any conflict arise between the terms and

conditions set forth in the attached exhibit with either the Continuing Contract or this Task Assignment, the conflicts shall be construed in favor of the Continuing Contract first and then, if applicable, this Task Assignment.

5. <u>ATTORNEYS' FEES AND COSTS</u>. In the event of breach by either party of the Continuing 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 Continuing Contract or any Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys' fees.

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

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

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

#### CITY OF LAKE CITY, FLORIDA

Ву:\_\_\_\_\_

Noah E. Walker, Mayor

#### APPROVED AS TO FORM AND LEGALITY:

By:

ATTEST:

Audrey E. Sikes, City Clerk

Ву:\_\_\_\_\_

Clay Martin, City Attorney

#### WETLAND SOLUTIONS, INC.

By: \_\_\_\_\_\_ Its :



SCOPE OF SERVICES

# **St. Margarets WRF Operations and Maintenance Report** – Permit Renewal

**PREPARED FOR:** Cody Pridgeon/City of Lake City

**DATE:** April 10, 2025

## **Purpose**

The City of Lake City (City) is implementing grant-funded projects to convert the Steedley Sprayfield to treatment and recharge wetlands and to improve recharge at the existing wetland site. As part of each project, modifications to the operations permits for both St. Margarets Water Reclamation Facility (WRF) and Kicklighter WRF are required. The Florida Department of Environmental Protection (FDEP) has indicated that the permit for Kicklighter can be modified, while the permit for St. Margarets can be processed as an early renewal.

Wetland Solutions, Inc. (WSI) is the design and permitting consultant for the grant projects. Existing authorizations provide funding for permit modifications, but not for some of the elements required for a full renewal. The additional elements required for a renewal include specific water quality sampling, an updated Capacity Analysis Report, and an updated Operations and Maintenance Report. The City will complete the required sampling. WSI recently updated population and flow estimates as part of another project for the City and can complete the Capacity Analysis Report under existing funding. This proposal is for WSI to complete the required Operations and Maintenance report for the St. Margarets WRF.

# **Scope of Services**

## Task 1 – Site Visit and Meeting

WSI staff will conduct a 1-day site visit to the St. Margarets WRF to document the condition of all unit processes. WSI staff will also meet with the City's operators to discuss the recent upgrades to the facility, current operational performance, and operational challenges.

## Task 2 – Operations and Maintenance Report

WSI will prepare a draft Operations and Maintenance Report following the FDEP's Guidelines for Preparation of Operation and Maintenance Performance Reports (1992). Report sections will include the following:

Chapter 1 – Introduction Chapter 2 – Physical Condition Chapter 3 – Treatment Efficiency Chapter 4 – Performance Trends Chapter 5 - Operations and Maintenance Program

Chapter 6 - Collection System Evaluation (if needed)

Chapter 7 - Problems, Deficiencies, and Corrective Actions

WSI will compile operational data for the last 10 years to develop the tables, figures, and summary statistics needed to describe the treatment efficiency and performance trends. WSI will submit the draft report to the City for review and comment. Following receipt of comments, WSI will finalize the report for inclusion in the St. Margarets permit renewal application (prepared separately under an existing authorization).

## **Budget**

**Exhibit 1** summarizes estimated costs for the tasks described above. Work will be billed and compensated on a time and materials basis, based on the attached rate schedule (**Exhibit 2**) and will be invoiced monthly. WSI will not work beyond the authorized amount without additional written authorization.

Task	Labor		Expenses	Total
	Hours	Cost		
1 – Site Visit and Meeting	26	\$4,100	\$200	\$4,300
2 – O&M Report	90	\$12,200	\$0	\$12,200
Total	116	\$16,300	\$200	\$16,500

Exhibit 1. Estimated Time and Materials Costs for the St. Margarets O&M Report

#### Exhibit 2. WSI Labor Cost Schedule for Consulting Services

Staff	Billing Rate (\$/hr)
Senior Engineer	\$165
Senior Scientist	\$150
Project Engineer	\$140
Project Scientist	\$125
Engineer Intern	\$95

## **Period of Service**

The period of service is to be approximately 2 months, beginning in May 2025 and ending in June 2025.

## **Effective Date of Authorization**

This scope of work is effective on the date of execution and WSI is authorized to begin work upon receipt of written authorization from the City.

EXECUTION

In witness of this agreement, the parties below provide their approval.

Wetland Solutions, Inc.		City of Lake City	
By:	EXHIBIT-NOT FOR EXECUTION	By:	EXHIBIT-NOT FOR EXECUTION
Title:		Title:	
Date:		Date:	

# NOT FOR EXECUTION