

CITY COUNCIL RESOLUTION NO. 2023-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER TWELVE TO THE CONTINUING CONTRACT WITH JONES EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL SERVICES ASSISTING THE CITY WITH THE I-75/SR 47 INFRASTRUCTURE EXTENSIONS PROJECT; PROVIDING FOR PAYMENT FOR THE PROFESSIONAL SERVICES AND ASSISTANCE AT A NOT TO EXCEED COST OF \$248,300.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services (hereinafter the “Continuing Contract”), with Jones Edmunds & Associates, Inc. (hereinafter “Jones Edmunds”) as 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, and 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 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 desires to enter into Task Assignment Number Twelve with Jones Edmunds and receive assistance towards the designing and

permitting of a further expansion of the City's centralized wastewater collection and transmission system near the I-75/State Road 47 (SR-47) interchange (hereinafter the "I-75/SR 47 Infrastructure Extensions Project"), pursuant to the terms and conditions of Task Assignment Number Twelve, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Number Twelve"), and in compliance with the Continuing 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 execute Task Assignment Number Twelve with Jones Edmunds for the I-75/SR 47 Infrastructure Extensions Project.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Twelve 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 Twelve 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.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of September 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

EXHIBIT A

TASK ASSIGNMENT TWELVE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND JONES, EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL SERVICES ASSISTING THE CITY WITH THE I-75/SR 47 INFRASTRUCTURE EXTENSIONS PROJECT

THIS TASK ASSIGNMENT NUMBER TWELVE is made and entered into this ____ day of September 2023, 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" or "Contractor")

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 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 additional assistance towards the designing and permitting of a further expansion of the City's centralized wastewater collection and transmission system near the I-75/State Road 47 (SR-47)

interchange (hereinafter the “I-75/SR 47 Infrastructure Extensions Project”).

D. The City desires to enter into Task Assignment Twelve with Consultant for its assistance with the I-75/SR 47 Infrastructure Extensions Project pursuant to the terms and conditions contained herein and contained in Consultant's proposed Scope of Services (hereinafter the “Consultant’s Scope”), 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 Twelve.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in the Consultants Scope, attached hereto, within the scheduled timeframe shown in the section titled “Schedule” of the Consultant’s Scope. A Notice to Proceed shall be required for each of the two (2) tasks identified in the Consultant’s Scope. 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 two (2) tasks identified in the Consultant’s Scope as each task is completed for a total projected cost not to exceed two hundred forty-eight thousand, three hundred dollars and zero cents (\$248,300.00).

4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in and made a part of this Task Assignment and shall be binding

on, and 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. **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 Twelve, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Twelve 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. Should any term or condition of Exhibit A be found to conflict with a term or condition of either this Task Assignment or the Continuing Contract the term or condition of either this Task Assignment or the Continuing Contract shall prevail and be binding. This Task Assignment Twelve may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number Twelve 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.

9. **Execution in Counterparts and Authority to Sign.** This Task Assignment, any amendments, or change orders related to the Task Assignment, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Task Assignment warrants that he or she is duly authorized to do so and to bind the respective party to the Task Assignment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Twelve 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: _____
Thomas J. Kennon, III,
City Attorney

ATTEST:

**JONES, EDMUNDS & ASSOCIATES,
INC.**

By: _____
Angela Witt,
Contracts Administrator

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

**CITY OF LAKE CITY
STATE ROAD 47 INFRASTRUCTURE EXTENSIONS
DESIGN AND PERMITTING SERVICES
JONES EDMUNDS OPPORTUNITY NO. 95110-313-22
JULY 20, 2023**

BACKGROUND

The City of Lake City has prioritized reducing nutrient loading to the Lower Sante Fe and Ichetucknee Rivers and Springs. A series of wastewater improvement projects south of the City have been identified to address pollution concerns in environmentally sensitive areas. These projects extend sewer mains, reduce the number of on-site sewage treatment and disposal systems (OSTDSs) also known as septic tanks, and reduce overall nutrient loading.

SCOPE OF SERVICES

The Jones Edmunds Team (Design Team) has been tasked with designing and permitting a further expansion of the City’s centralized wastewater collection and transmission system near the I-75/State Road 47 (SR-47) interchange. The *SR-47 Infrastructure Extensions Project* will include new water, wastewater, and natural gas services. The following proposed infrastructure extensions are included in this project Scope of Services:

- North Force Main (FM) Extension:
 - Approximately 700 linear feet (LF) of 6-inch FM from the lift station (LS) on SW Ring Court to the east side of SR-47. The new FM will manifold into the existing LS’s discharge FM on SW Ring Court.
- South Infrastructure Extensions:
 - Approximately 3,000 LF of 8-inch FM and 4-inch natural gas main from the intersection of SW Windswept Glen and SW Arrowhead Terrace, along County Road (CR) 242A, to the east side of SR-47.
 - Approximately 1,200 LF of 12-inch water main from the intersection of SW Arrowhead Terrace and CR-242A to the east side of SR-47.

TASK 1 – DESIGN

The Design Team will work with City staff during the design process to accomplish the tasks described below.

TASK 1.1 – PROJECT MANAGEMENT

Kickoff Meeting: The Design Team will schedule a Kickoff Meeting within 14 days of receiving a Notice to Proceed to discuss various topics with the City including, but not limited to, the following:

- Identify the roles and responsibilities of the Design Team and City staff.
- Establish the project schedule.

- Develop a coordination and communication plan.
- Discuss project goals and critical success factors.
- Discuss design elements, City standards, and level-of-design expectations for each deliverable.

After the Kickoff Meeting, the Design Team will hold monthly Progress Meetings with the City for the duration of the design phase. We will communicate with the City via telephone, email, and written correspondence as needed.

City Responsibility: Make pertinent staff available to meet with the Design Team and assign a Project Manager.

Design Team Deliverables: An agenda for the Kickoff Meeting and meeting minutes for distribution to City staff as documentation of the proceedings.

TASK 1.2 – PRE-DESIGN

The Design Team will perform a field investigation along the proposed pipeline routes to verify the presence of wetlands and endangered/listed species and perform an initial GT survey. This effort will be limited to reviewing publicly available data and 1 day of site investigation to verify wetland boundaries, identify endangered/listed species, and ascertain approximate GT burrow density. If GTs are present, approximate locations will be flagged, global-positioning system (GPS)-located, and identified on a map. The results of the field visit will be documented in a Pre-Design Technical Memorandum (TM) and will be used as needed in the design and permitting of this project.

A survey and geotechnical investigation were previously conducted for the *North FM Extension* project area during the now-complete *SR 47/I-75 Wastewater Improvements Project* design phase. The geotechnical investigation was completed in June 2020, and surveying was completed in August 2020. Therefore, additional survey and geotechnical work for this project will only be performed for the *South Infrastructure Extensions* project area.

The Design Team includes JCH Consulting, Inc. for performing a utility survey, topographic survey, and utility locates within the limits of the proposed utility routes that will include but are not limited to:

- Property lines, easement lines, and right-of-way (ROW) lines within the survey limits, including any proposed ROW lines in areas of future road improvements.
- All aboveground utilities and structures, fencing, roads/pavement, driveways, sidewalks, power poles, panels, tree lines, etc., within the survey limits.
- Any wetland delineation or GT flags placed during the Design Team field investigation.

The Design Team also includes GSE Engineering and Consulting, Inc. to perform geotechnical investigations along the proposed utility routes. The work will consist of two standard penetration tests (SPTs) on either side of each directional drill location, shallow SPTs along any deep utilities, and hand-auger borings approximately every 500 feet along the rest of the utility route.

City Responsibility: Make pertinent staff available to review the proposed utility routes and key decision makers that can assist with any identified conflicts, issues, or mitigation strategies.

Design Team Deliverables: A Pre-Design TM summarizing the field investigation findings, including a geographic information system (GIS) map identifying approximate wetland boundaries and GT locations along the utility route for the City’s review and approval before authorizing the geotechnical exploration and survey work. One electronic signed-and-sealed copy of the geotechnical report and the survey will be provided once they are approved by the Design Team Engineer of Record (EOR).

TASK 1.3 – DESIGN SERVICES

The Design Team will prepare incremental design documents for the *North FM Extension* and *South Infrastructure Extensions*. We will progress through each review stage followed by conducting a video teleconference with the City to collaborate and confirm project elements.

We expect the Drawings to include the following sheets:

- Title Sheet
- Legend, Index, and Abbreviations
- General Notes
- Key Map
- Two Existing Conditions and Geometry Plans
- Five Water/Wastewater Plan Sheets
- Two Water/Wastewater Profile Sheets
- One Potable Water Profile Sheet
- Three Gas Plan Sheets
- One Gas Profile Sheet
- Two Horizontal Directional Drill (HDD) Sheets
- General Details
- Water Details
- Sewer Details
- Gas Details
- Erosion Control Details

City Responsibility: Make pertinent staff available to meet with the Design Team, review submittals, provide feedback in 2 weeks or less, provide requested information within 7 days, and provide the Design Team with access to the site.

Design Team Deliverables: The Design Documents consisting of Design Drawings, Technical Specifications (including front ends provided by Jones Edmunds), and cost estimates at the following intervals:

- 60% Design Drawings and draft Technical Specifications consisting of PDFs.
- Final Design Drawings, Final Technical Specifications, and an Engineer’s Opinion of Probable Construction Cost (EOPCC) consisting of PDFs.
- Issue for Construction (IFC) Documents consisting of PDFs.

- Two sets of final, signed-and-sealed, half-size (11-inch-by-17-inch) Design Drawings and two sets of bound, signed-and-sealed Technical Specifications.

TASK 1.4 – BIDDING SERVICES

The Design Team will provide the following support services:

- Attend a pre-bid meeting.
- Answer questions received from bidders regarding the Design Drawings and Technical Specifications.
- Draft up to two addenda.
- Attend the bid opening.
- Review bids.
- Check general conformance with the public solicitation requirements.
- Provide Engineer’s bid evaluation letter.
- Issue conformed Contract Documents.

City Responsibility: Make pertinent staff available for meetings, advertise the public solicitation, distribute the public solicitation, track the public solicitation, post any addenda, host meetings, award bids, final review of submitted bids, evaluate available budgets/funding, and contracting.

Design Team Deliverables: An Engineer’s evaluation of qualified bidders, conformed documents, and meeting minutes for distribution to City staff as documentation of the proceedings.

TASK 2 – PERMITTING

FDEP, the Florida Department of Transportation (FDOT), and Columbia County will need to review the project. The Design Team will schedule and attend a pre-application meeting with FDOT to discuss the project concepts and confirm permitting requirements.

The Design Team will use the approved 60% Design Drawings to prepare the permit applications to FDEP, FDOT, and the County. We will prepare the permit documents for the City’s signature and submit the permit applications.

City Responsibility: The City will sign the permit applications and pay the application fees.

Deliverables:

- FDEP *Domestic Wastewater Collection/Transmission System* permit application package.
- FDEP *Environmental Resource Permit* general permit application package.
- FDOT *Utility Permit* application package.
- County *ROW Permit* application.

One Request for Additional Information (RAI) response to the above agency submittals are included. Permit fees are not included in the Fee Estimate. If wetlands are impacted by project construction, a *Section 404 General Permit* may be required. A *Section 404 General Permit* is not included in this Scope of Services and Fee Estimate.

SCHEDULE

This project is expected to begin within 2 weeks of receipt of a signed Notice to Proceed. Table 1 summarizes the expected project milestone schedule.

Table 1 **Expected Project Milestone Schedule**

Task	Duration
Task 1 – DESIGN	
▪ Kickoff meeting	14 days
▪ Pre-Design TM	30 days
▪ Design Services	
▪ 60% Design Plans and Specifications	90 days
▪ Final Documents and Specifications; Draft Permit Applications	60 days
▪ IFC Documents	30 days
▪ Bidding Services	90 days
Task 2 – PERMITTING	Included in Task 1

COMPENSATION

Services included under this Scope of Services will be invoiced on a lump-sum, percent-complete basis as described in the Basic Contract for Professional Consulting Service for a total fee of \$248,300 as described in Table 2.

Table 2 **Task Fees**

Tasks	Fee
Task 1 – Design	\$238,100
Task 2 – Permitting	\$10,200
Total	\$248,300

EXCLUSIONS AND CONDITIONS

All items included in this Scope of Services are specifically listed in this document. The following are specific exclusions to and conditions of this Scope of Services:

- Permitting fees are excluded and assumed to be paid directly by the City.
- Groundwater remediation services are excluded.
- Federal Emergency Management Agency (FEMA) flood map revisions are excluded.
- Land and easement acquisition services are excluded.
- The City shall take 2 weeks or less for deliverable reviews.
- Design of utility mains will be presented in plan-view only except for connection points, areas of significant utility conflict, and any HDD locations.
- The City will coordinate with Columbia County regarding any activities related to zoning, comprehensive planning, fire department approvals, building permitting approvals, and easement acquisition.
- Landscape plans are excluded.
- Wetland mitigation design and permitting are excluded.
- GT permitting and relocation are excluded.
- Archaeological surveying and permitting are excluded.
- The project site is assumed to be free of soil and groundwater contamination or other unsuitable materials.
- A tree removal and/or mitigation permit, if required, will be obtained by the Contractor.
- Water use permitting required by the Suwannee River Water Management District (SRWMD) for dewatering activities is excluded; if required, the Contractor will obtain any necessary dewatering permits.
- Revisions to the Design Plans and Technical Specifications due to a change in existing conditions at the site during design are excluded.
- Changes to the approved pipeline route will require additional scope and fee.
- Lift station design and permitting are excluded.