

CITY COUNCIL RESOLUTION NO. 2023-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER ELEVEN TO THE CONTINUING CONTRACT WITH JONES EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL SERVICES ASSISTING THE CITY WITH THE BASCOM NORRIS/100A SEPTIC-TO-SEWER PROJECT; PROVIDING FOR PAYMENT FOR THE PROFESSIONAL SERVICES AND ASSISTANCE AT A NOT TO EXCEED COST OF \$75,000.00; 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 Eleven with Jones Edmunds and receive assistance towards the connection of

approximately 200 septic systems to the City's wastewater collection system, abandon the septic tanks, install new water mains, relocate service lines and meters from the backyards to the front yard/public right-of-way, abandon the water mains in place, and remove the service meters from the backyards (hereinafter the "Bascom Norris/100A Project"), pursuant to the terms and conditions of Task Assignment Number Eleven, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Number Eleven"), 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 Eleven with Jones Edmunds for the Bascom Norris/100A Project.

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

TASK ASSIGNMENT ELEVEN TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND JONES, EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL SERVICES ASSISTING THE CITY WITH THE BASCOM NORRIS/100A SEPTIC-TO-SEWER PROJECT

THIS TASK ASSIGNMENT NUMBER ELEVEN 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 connection of approximately 200 septic systems to the City's wastewater collection system, abandon the septic tanks, install new water mains, relocate service lines and

meters from the backyards to the front yard/public right-of-way, abandon water mains in place, and remove the service meters from the backyards (hereinafter the “Bascom Norris/100A Project”).

D. The City desires to enter into Task Assignment Eleven with Consultant for its assistance with the Bascom Norris/100A 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 Eleven.

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 the Consultant’s Scope. City shall be under no obligation to proceed with the Consultant’s Scope.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for the Consultant’s Scope as completed for a total projected cost not to exceed seventy-five thousand dollars and zero cents (\$75,000.00).

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 Eleven, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Eleven 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 Eleven may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

SCOPE OF SERVICES



Bascom Norris/100A Septic-to-Sewer Project

TO: Paul Dyal
City Manager
692 SW Saint Margarets Street
Lake City, Florida 32025

DATE: July 20, 2023

SUBJECT: City of Lake City Bascom Norris/100A Septic-to-Sewer Project
Jones Edmunds Opportunity No.: 95110-033-22

PROJECT BACKGROUND

The Bascom Norris/100A Septic-to-Sewer (S2S) Project is in central Columbia County adjacent to the northeast border of the City of Lake City, Florida. The Bascom Norris/100A neighborhood is the area bounded by NE Bascom Norris Drive (County Road 100A), NE Washington Street, and NE Voss Road. This part of Columbia County is a historically low-income area with a history of flooding during relatively minor rain events. The neighborhood is connected to the City of Lake City potable water service by distribution mains in backyard easements, but it is not connected to the City wastewater service. Approximately 200 septic systems are in the project area. Columbia County and the City of Lake City want to connect these parcels to the City’s wastewater collection system, abandon the septic tanks, install new water mains, relocate service lines and meters from the backyards to the front yard/public right-of-way (ROW), abandon the water mains in place, and remove the service meters from the backyards.

Jones Edmunds is pleased to provide the following Scope of Services for the Preliminary Engineering Report (PER) and conceptual layout of a new wastewater collection and transmission system and a new water main distribution system. The proposed services include preliminary engineering design – data collection, preliminary modeling, environmental assessment, lift station siting, conceptual pipe layout, and planning-level cost estimation. The PER will summarize the existing conditions, recommended pipe layout and connection point to the City’s centralized wastewater collection and transmission and water distribution systems, proposed project phasing, and planning-level cost estimates.

SCOPE OF SERVICES

PROJECT MANAGEMENT AND KICKOFF MEETING

PROJECT INITIATION AND MANAGEMENT

Jones Edmunds will set up project financial files and prepare a Project Plan (PP) that will be used throughout the project. The PP will summarize the City’s goals and critical success

factors, project schedule, project budgets, communication plan, accounting/invoicing procedures, and project contacts list. Jones Edmunds will monitor project progress (percent complete and schedule) and manage the project in conformance with the PP to the extent possible throughout the Contract.

KICKOFF MEETING WITH CITY PERSONNEL

Jones Edmunds will conduct an in-person Kickoff Meeting at the City of Lake City Utility Annex. During the Kickoff Meeting, the following will be discussed:

- Key project issues and confirmation of the City’s objectives and expectations related to the project.
- Availability of information to be used in the PER.
- Project schedule and communication plan.

Deliverables

Kickoff Meeting agenda and minutes, monthly project updates, and overall project team coordination.

PRELIMINARY DESIGN

Jones Edmunds will provide preliminary design and engineering services before obtaining the topographic survey and developing the detailed Design Drawings and Specifications. This task includes the following subtasks:

- Existing Data Collection/Review and Site Visit.
- Environmental Assessment for Wetlands and Endangered Species.
- Preliminary Layout Development and Lift Station Siting.
- Modeling and Pump Selection.
- PER.

EXISTING DATA COLLECTION AND REVIEW

Jones Edmunds will collect readily available geographic information system (GIS) datasets, such as City infrastructure geodatabases, County parcels, recent high-resolution aerial imagery, National Wetland Inventory, and light detection and ranging (LiDAR) topography. Once these data have been reviewed, Jones Edmunds will perform a walking site visit of the project area to identify route alternatives and potential utility conflicts, assess general site conditions and potential constructability challenges, and develop recommendations for the proposed sewer and water main locations.

ENVIRONMENTAL ASSESSMENT FOR WETLANDS AND ENDANGERED SPECIES

A Jones Edmunds environmental scientist will perform a field investigation in the project area to investigate the presence of wetlands and perform an initial gopher tortoise (GT) survey. This effort will be limited to reviewing publicly available data and a 1-day site visit to delineate wetland boundaries and investigate approximate GT burrow density. The results of the field investigation will be documented in the PER.

PRELIMINARY LAYOUT DEVELOPMENT

Based on the data review and site visits, Jones Edmund will develop a conceptual design-level GIS figure of the proposed sanitary sewer collection and transmission system and water main layouts, indicating the recommended routes for the pipelines and the locations of proposed trenchless installations (by horizontal directional drill [HDD] or jack and bore). Conceptual layout figures will also note easements that the City may need to acquire. The conceptual layout will not include on-lot service connections.

As part of the development of the conceptual gravity main layout, Jones Edmunds will identify potential lift station locations, evaluate up to two site options, and provide a lift station site recommendation in the PER.

SCENARIO MODELING AND PRELIMINARY PUMP SELECTION

Jones Edmunds will estimate wastewater flow rates and water demands for the project area, update the City's hydraulic models with proposed infrastructure improvements, and perform model simulations in Bentley SewerGEMS and WaterGEMS to select wastewater pumps and evaluate the available water system pressure. We will summarize the design criteria, model results, and selected system components in the PER.

Once the preliminary layout is developed, Jones Edmunds will host a Design Review Workshop with the City to discuss the model results and proposed improvements before finalizing the Draft PER.

Deliverables

One electronic PDF of the preliminary design figure, a GIS shapefile of any delineated wetland boundaries, and Design Review Workshop minutes.

After the Design Review Workshop, Jones Edmunds will develop the draft PER.

SCHEDULE

Jones Edmunds will begin work on this project within 2 weeks of receiving a signed Task Assignment and NTP from the City. A draft PER is expected to be submitted to the City for review within 90 days of project commencement, and once City comments are received, a final PER is expected to be submitted within 30 days.

CLARIFICATIONS AND ASSUMPTIONS

The following assumptions are incorporated into this Scope of Services:

- The City will provide requested data within 2 weeks after the Kickoff Meeting.
- The City will provide comments to draft submittals within 15 calendar days.
- This project will not require design or permitting of stormwater systems.
- Archaeological surveying and permitting are excluded from this Scope of Services.
- A GT survey and Temporary Exclusion Permits are excluded from this Scope of Services.

- The City will coordinate with the County and other necessary parties on activities related to zoning, comprehensive planning, fire-department approvals, building-permitting approvals, and easement acquisition.
- The City will acquire all required easements/properties, legal descriptions, and official boundary surveys. Professional services related to these activities are excluded from this Scope of Services and may be provided under an additional scope and fee, if necessary.

COMPENSATION

We propose to perform the Scope of Services for a lump-sum fee of \$75,000.

Jones Edmunds appreciates this opportunity to offer our continuing professional engineering services to the City of Lake City and we look forward to working with the City on this important project. If you have any questions or wish to discuss any aspect of the proposed Scope of Services, please contact me at 352-377-5821 or jsbell@jonesedmunds.com.

Sincerely,

A handwritten signature in blue ink that reads "Jamie Sortevik Bell". The signature is fluid and cursive, with the first name "Jamie" and last name "Bell" being the most prominent parts.

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