

RESOLUTION NO 2025 – 107

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, APPROVING TASK ASSIGNMENT NUMBER THREE (3) PURSUANT TO THE CONTINUING CONTRACT WITH GMUER ENGINEERING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO EXTEND A WATER MAIN AND GRAVITY SEWER MAIN, INCLUDING THE CONSTRUCTION OF A NEW LIFT STATION, TO SERVE THE CROSSWINDS SUBDIVISION; 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. 2023-146 the City of Lake City, Florida (the “City”) and Gmuer Engineering, LLC, a Florida limited liability company, (the “Vendor”) entered into that certain continuing contract for engineering services (the “Continuing Contract”); and

WHEREAS, the City is in need of professional engineering services to extend a water main and gravity sewer main, including the construction of a new lift station, to serve the Crosswinds Subdivision (the “Project”); and

WHEREAS, the proposed system was primarily designed during a previous project completed under Resolution No. 2022-039; and

WHEREAS, the current Project will incorporate and build upon the existing survey data and design drawings from the previous project, while expanding the scope to include the addition of a lift station; and

WHEREAS, the Vendor shall provide engineering services (the “Services”) and complete the Project at a not-to-exceed cost of \$27,000; 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 Three (3) as set forth 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, an 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

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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 August, 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 THREE
TO THE
CONTINUING CONTRACT
BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND GMUER ENGINEERING, LLC, A FLORIDA
LIMITED LIABILITY COMPANY, TO EXTEND A WATER MAIN AND GRAVITY SEWER MAIN,
INCLUDING THE CONSTRUCTION OF A NEW LIFE STATION, TO SERVE THE CROSSWINDS
SUBDIVISION.**

THIS TASK ASSIGNMENT NUMBER THREE made and entered into this ____ day of August 2025, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (the "City"), and Gmuier Engineering, LLC, a Florida limited liability company (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. 2023-146; 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 extend a water main and gravity sewer main, including the construction of a new life station, to serve the Crosswinds Subdivision; and

D. The City desires to enter into this Task Assignment Number Three 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. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Three.

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 March 28, 2025, received by the City from the Consultant consisting of a total of four (4) pages and attached hereto as "Exhibit A" and made a part of this Task Assignment.

3. **COMPENSATION TO CONSULTANT**: City shall pay no more than \$27,000.00 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. **ATTORNEYS' FEES AND COSTS.** 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 Three 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 Three as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA:

By: _____
Noah E. Walker, Mayor

ATTEST:

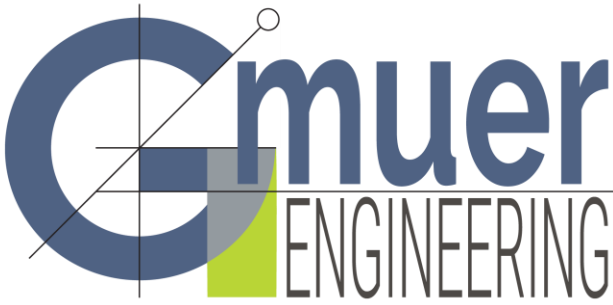
By: _____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Clay Martin, City Attorney

**GMUER ENGINEERING, LLC, A FLORIDA LIMITED
LIABILITY COMPANY:**

By: _____
Its: _____



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

March 28, 2025

Owner: Lake City Distribution/Collections – Brian Scott, Director
692 SW Saint Margarets St, Lake City, FL, 32025

Re: Crosswinds Subdivision Lift Station

Brian,

Thank you for the opportunity to submit this proposal for professional services under the continuing services contract with Lake City. The project scope and services are listed below.

Project understanding and scope:

The Lake City Distribution/Collections Department (City / Owner) would like to extend a water main and gravity sewer main with a new lift station into the Crosswinds Subdivision. The proposed system was 60% designed in a previous project completed under Resolution 2022-039. This project will re-use the survey and other design drawings completed with the previous project while adding the additional scope of a lift station. The proposed project generally consists of:

- Watermain – Extend a watermain south 650 ft along the north leg of SW Chesterfield Cir from the existing watermain stub in SW Cannon Creek Dr, complete a 3,600 ft loop around SW Chesterfield Cir around the center of the subdivision, extend a northwest 300 ft leg into SW Erskine Ct, and extend southwest 1,100 ft through common area into the Windswept Industrial Subdivision, and then connect to the existing watermain in SW Windswept Glen.
- Install water services with meters to the single family residential lots.
- Sewer Lift Station – Construct a public lift station serving residential lots not able to be served by the proposed gravity sewer, located on a site in the southeast area of the subdivision, and pump via a proposed force main to the closest gravity manhole.
- Gravity Sewer – Begin at the designed manhole located at the southwest corner of SW Chesterfield Cir and extend approximately 3,600 ft of gravity sewer main with manholes around the loop of SW Chesterfield Cir and approximately 300 ft into SW Erskine Ct.
- Install 4" sewer laterals to the single family residential lots.

To facilitate the project, Gmuer Engineering, LLC (GmuerEng) will subcontract for the design of the electrical service to the lift station, design the utility plans with vertical profiles of the gravity sewer main, design the lift station size and pumps, permit the right-of-way use permit with Columbia County, permit the water and sewer mains and lift station improvements with FDEP, supply the utility plans for construction, review record drawings and as-built surveys, and certify testing with FDEP. The services are more specifically outlined in the following sections.

GmuerEng will provide the following services:

Pre-Design

- Re-use the previously completed Specific Purpose Topographic, PUE, and Right-of-Way Survey along the proposed water and sewer main route meeting Minimum Technical Standards by the state of Florida
- Re-use the previously completed utility plans
- Coordinate with the City on the location of the proposed lift station site

Design

- Evaluate the gravity sewer layout that balances the quantify of single family lots served directly by gravity sewer and single family lots served by the proposed sewer lift station to reduce the size of the lift station and to reduce materials and needed pavement cuts and repairs
- Complete Lift Station Design Calculations based on the anticipated sewer generation rates of the contributing home sites and meeting the standards of the FDEP
- Meet with City to review lift station layout, design and material preferences, and alternatives
- Prepare utility plans and vertical profiles of the gravity sewer main and lift station that meet the applicable code requirements of the reviewing agencies
- Determine the needed pavement cuts and repairs for the utility installation

Permitting

- Submit permit applications to the reviewing agencies, respond to comments, and revise plans

Bidding

- Provide utility plans to the City and answer bid questions from contractors via the City

Construction

- Perform site visits at the request of the City to resolve conflicts encountered in the field
- Issue verbal or written field orders or field orders with revised plans in response to requests for information
- Review record drawings kept by the contractor in relation to the utility construction plans
- Review as-built surveys completed by the contractor in relation to the utility construction plans
- Certify pressure and other material and construction testing and certify bacteriological and other public safety testing (completed at the cost of the contractor and witnessed by the City) as required by FDEP
- Complete any required closeout documentation with the City and FDEP

GmuerEng will sub-contract for the following services:

- Electrical Service Design to the proposed Lift Station completed by an Electrical Engineer

GmuerEng has not included the following services in this proposal:

- Bid Administration with Contractors, Construction Management, or regular Construction Monitoring
- Creation /Preparation of Public Utility Easements
- Tree Removal Permits or any associated plans
- Modifications to the Pump or Pump Controls of the downstream Lift Station

Owner shall furnish the following to GmuerEng:

- Public Utility Easements or dedication of property that enable the siting of the lift station and routing of these utilities through the intended properties
- Geotechnical Soil Borings (if required by reviewing agency)
- Details concerning any and all expectations of the interested stakeholders

Owner shall contract separately for the following services:

- Construction Survey Staking of any applicable right-of-way, property lines, easements, entitlements, etc.
- It is assumed that the City as the utility owner has the qualified staff necessary to adequately monitor the project throughout construction and witness the final testing required by the reviewing agencies

Other conditions of this proposal:

- Design parameters provided by GmuerEng are approximate and the City is responsible for the resulting costs
- The following costs will be billed as direct reimbursable to the City:
 - All printing, shipping, and materials costs for submittals, response to comments, etc.
 - All travel expenses for locations outside of Columbia and Alachua County, FL
- City is responsible for supplying all permitting fees, impact fees, connection fees, etc.
- Additional services may be required for changes made after reviewing agency approval.

Schedule: The following schedule is referenced to the issuance of a Notice to Proceed (NTP)

0 Weeks from NTP: Proceed with Project
6 Weeks from NTP: 75% Utility Plans and 50% Lift Station Plans and Calculations
8 Weeks from NTP: Comments from Lake City Distribution/Collections
12 Weeks from NTP: 90% Utility Plans, Lift Station Plans and Calculations
14 Weeks from NTP: Submittals to FDEP and Columbia County Public Works
16 Weeks from NTP: Comments from Lake City Distribution/Collections
20 Weeks from NTP: Receive FDEP Comments and Respond
28 Weeks from NTP: Anticipated Issuance of Permits and Start of Construction

Fee: To be invoiced in portions based upon Engineer's estimate of services completed. Each task fee below.

\$3,500	Subcontracted Electrical Design
\$1,200	Watermain Plan Design
\$1,800	Gravity Sewer Main Plan Design
\$11,500	Lift Station and Forcemain Plan Design & Calculations
\$5,500	Permitting with FDEP and Columbia County
\$1,000	Bidding
<u>\$2,500</u>	<u>Construction Services</u>
\$27,000	TOTAL

Sincerely,

Gmuer Engineering, LLC

A handwritten signature in blue ink, appearing to read 'Christopher A Gmuer', with a stylized flourish extending to the right.

Christopher A Gmuer, PE
President

THIS IS AN AGREEMENT effective as of **March 28, 2025** ("Effective Date") between **City of Lake City, Florida** ("Owner") and **Gmuer Engineering, LLC** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Crosswinds Subdivision Lift Station** ("Project").

Engineer's services under this Agreement are generally identified as follows: **Proposal dated March 28, 2025 regarding the Crosswinds Subdivision Lift Station** ("Services") with a fee **Not to Exceed \$27,000**.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **Dependent on the timing of information supplied by the Owner and Project design consultants, permitting schedules, and final information required for completion of deliverables.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment—Lump Sum

- A. Owner shall pay Engineer for Services as follows:
 1. A Lump Sum amount as outlined in the Services.
 2. In addition to the Lump Sum amount, reimbursement for the expenses outlined in the Services.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 **Additional Services:** For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors'

methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. **Owner and Engineer**

agree that any actions arising out of or related to this Agreement shall only be brought in a court of competent jurisdiction located in Columbia County, FL.

K. This Agreement is to be governed by the law of the state in which the Project is located.

L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

PURSUANT TO § 558.0035 FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

6.01 Total Agreement

A. **This Agreement is supplementary to that certain Contract between the City of Lake City, Florida and Gmuere Engineering, LLC executed on or about December 18, 2023 (the "Master Agreement"). To the extent of conflict between this Agreement and the Master Agreement, the terms of the Master Agreement shall control.**

B. **This Agreement (including any expressly incorporated attachments) and the Master Agreement, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings.** This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

C. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

D. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1, Gmuere Engineering, LLC Standard Hourly Rates for 2025

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Lake City, Florida

Engineer: Gmuere Engineering, LLC

By: _____

By: 

Print Name: _____

Print Name: Christopher A. Gmuere, PE

Title: _____ Date Signed: _____

Title: President Date Signed: March 28, 2025

Address for Owner's receipt of notices:

Engineer License Number: 71599

Address for Engineer's receipt of notices:

Email: _____ -and/or- _____

chrisg@gmuereeng.com -and/or- _____

2603 NW 13th Street, Box 314

Gainesville, FL 32609

This is **Appendix 1, Gmuer Engineering, LLC Standard Hourly Rates for 2025**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Billing Class	Rate
Principal Professional Engineer	\$ 195/hour
Senior Professional Engineer	\$ 170/hour
Professional Engineer	\$ 135/hour
Staff Engineer	\$ 95/hour
Senior CAD Designer	\$ 110/hour
CAD Designer	\$ 75/hour
CAD Assistant	\$ 50/hour
Senior Project Manager	\$ 100/hour
Project Manager	\$ 75/hour
Project Assistant	\$ 50/hour
Senior Planner	\$ 150/hour
Planner	\$ 100/hour
Planning Assistant	\$ 50/hour
Staff Assistant	\$ 40/hour