

CITY COUNCIL RESOLUTION NO. 2023-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER ONE TO THE CONTINUING CONTRACT WITH WETLAND SOLUTIONS, INC., PROVIDING FOR ENGINEERING SERVICES RELATED TO THE STEEDLEY FIELD WETLAND; PROVIDING FOR PAYMENT FOR THE PROFESSIONAL SERVICES AT A COST NOT TO EXCEED \$498,800.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with Wetland Solutions, Inc. (hereinafter “Wetland”), as authorized by City Council Resolution No. 2021-180 to provide the City with engineering and consulting services when and as needed when requested by the City, for any of the City Projects; and

WHEREAS, the Continuing Contract provides that Wetland shall perform services for 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 and compensation to be paid defined by and embodied in a separate Task Assignment; and

WHEREAS, the Florida Department of Environmental Protection approved a grant to the City to convert the existing Steedley Sprayfield to a Treatment Wetland (hereinafter the “Project”) and agreed to fund an amount not to exceed \$6,100,000.00 (Agreement Number LPS0090); and

WHEREAS, the City desires to enter into Task Assignment Number One to its Continuing Contract with Wetland for engineering services related to the Steedley Field Wetland, pursuant to the terms and conditions of Task Assignment Number One, a copy of which is attached hereto and made a part of this resolution, and 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 enter into Task Assignment Number One with Wetland for the additional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number One 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 One 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 Wetland shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of May 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 NUMBER ONE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND WETLAND SOLUTIONS, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES RELATED TO THE STEEDLEY SPRAYFIELD

THIS TASK ASSIGNMENT NUMBER ONE is made and entered into this _____ day of May 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and WETLAND SOLUTIONS, INC., a Florida corporation (herein referred to as "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional engineering and consulting services as authorized by City Resolution No. 2021-180 (the "Continuing Contract").

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

C. The City is in need of professional engineering services related to the conversion of the Steedley Sprayfield to a Treatment Wetland, and the City desires to enter into this Task Assignment Number One with Consultant for such services pursuant to the terms and conditions contained herein.

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 One.

2. **PROJECT**: The City hereby engages Consultant, and Consultant agrees to furnish to City the services and work as set forth in "Exhibit A" titled

Scope of Services, that was provided by Consultant and a copy of which is attached hereto and made a part of this Task Assignment Number One.

3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant for its services a not-to-exceed fee of four hundred ninety-eight thousand, eight hundred dollars and zero cents (\$498,800.00). Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.

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. Should any term or condition of the documents referenced herein conflict with a term or condition of the Continuing Contract the term or condition of the Continuing Contract shall prevail and be binding.

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

6. **ENTIRE AGREEMENT.** This Task Assignment Number One, the Continuing Contract, and "Exhibit A", constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachment hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number One 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.

8. **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 Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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

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

WETLAND SOLUTIONS, INC.

By: _____
Christopher H Keller,
President



6212 NW 43rd Street, Suite A
Gainesville, FL 32653
(386) 462-9286
(386) 462-3196 fax

SCOPE OF SERVICES

Lake City Steedley Sprayfield Wetland Conversion – (FDEP Grant LPS0090)

PREPARED FOR: Cody Pridgeon – Wastewater Director, City of Lake City

DATE: April 20, 2023

Purpose

In 2015/2016, the City of Lake City completed conversion of approximately 120 acres of wastewater sprayfield to recharge wetlands. The project was implemented to achieve partial compliance with the Santa Fe River BMAP that requires wastewater land application to achieve an annual average total nitrogen (TN) concentration of 3 mg/L prior to the land-applied water mixing with native groundwater. The BMAP requirement for wastewater disposal was included to protect groundwater and springs from excess nitrate-nitrogen that has been shown to negatively impact the flora and fauna of spring runs. The City has determined that converting their remaining sprayfields to recharge wetlands is the most cost-effective approach to consistently meeting the BMAP requirements for the combined flows from the St. Margarets and Kicklighter wastewater treatment facilities. Operation of the City's existing wetland system has demonstrated that the initial project achieves compliance with the BMAP and increases net recharge to the Floridan Aquifer. The conversion of the Steedley Sprayfield to recharge wetlands will provide advanced water quality treatment for an additional 0.6 MGD of reclaimed water prior to infiltration with a net increase in recharge of approximately 0.225 MGD.

The City has received funding from the Florida Department of Environmental Protection (FDEP) to complete the design, permitting, bidding, construction, and post-construction evaluation of the project under Springs Grant Number LPS0090. This scope of work is limited to the permitting, design, and bidding phases of the project. Wetland Solutions, Inc. (WSI) has prepared the following detailed Scope of Services for these project phases.

Scope of Services

Task 1 – Design and Permitting

Task 1 includes preliminary engineering (survey, geotechnical, environmental data collection, and initial hydraulic and hydrologic modeling), regulatory coordination, and the development of design documents from conceptual through final design.

Task 1.1 - Preliminary Engineering (Survey, Geotechnical, Environmental, H&H Modeling)

Preliminary engineering will include data collection to complete the detailed design of the proposed recharge well project.

Task 1.1.1 - Survey

LiDAR topographic data will be collected along with site-specific conventional topographic and hydrographic survey data. Data collection will include surveying of existing infrastructure in the vicinity to allow for detailed design and tie-in to existing piping. The survey budget is assumed to include LiDAR topography, existing wet feature bathymetry, ground-truthing, existing infrastructure and above-grade features, and tree survey.

Task 1.1.2 – Geotechnical Investigation

Geotechnical samples will be taken to evaluate subsurface conditions in the areas where wetland inlet structures and recharge features are proposed. A geotechnical services budget assumes 22 borings (1 per 5 acres) to supplement historical geotechnical data. These data will be summarized in a Geotechnical Report for the site.

Task 1.1.3 – Modeling

WSI will develop preliminary hydraulic modeling to evaluate gravity and pressure flow delivery of reclaimed water to the project site. This information will be summarized in a H&H Task Memo (TM). WSI will also develop a groundwater model to illustrate the water quantity benefits of recharging reclaimed water at the Steedley site. This information will be summarized in a Groundwater Modeling TM.

Task 1.1.4 – Environmental Survey

WSI will review available data and literature to evaluate the potential presence of listed wildlife and plant species. WSI will conduct site visits to identify the presence of burrows that support gopher tortoises and commensal species.

Deliverables

- Electronic copies (PDFs) and points file (.TXT or .XYZ) of survey data.
- Electronic copy (PDF) of geotechnical engineering report.
- Electronic copy (PDF) of H&H TM.
- Electronic copy (PDF) of Groundwater TM.
- Electronic copy (PDF) of environmental report with GPS location data and description of observed listed species.

Task 1.2 – Regulatory Coordination

This task includes regulatory coordination with agencies responsible for environmental and wastewater permitting. WSI assumes all permitting fees will be paid by the City and are not included in this budget.

Task 1.2.1 – Environmental Resource Permitting

WSI will delineate jurisdictional wetlands and coordinate agency reviews of wetland boundaries. WSI will conduct a pre-application meeting with the environmental permitting agency to discuss the project and identify the permitting submittal requirements. WSI will prepare an

Environmental Resource Permit (ERP) application that will be submitted with the 60% design. WSI will respond to one (1) request for additional information (RAI) for the ERP application.

Task 1.2.2 – FDEP Wastewater Permitting

WSI will conduct a pre-application meeting with the FDEP to discuss the project and identify the permitting submittal requirements. WSI assumes that the project constitutes a “major” permit modification. WSI will prepare the application for the major permit modification and will respond to one (1) RAI.

This task does not include the preparation of updated capacity analysis reports (CAR) or operations and maintenance reports (OMR) for either the St. Margarets or Kicklighter facilities. WSI assumes that the recently completed CARs and OMRs that were submitted with permit renewal packages are adequate for this purpose.

Deliverables

- Electronic copy (PDFs) of final pre-application meeting presentation slides.
- Electronic copy (PDF) of pre-application meeting minutes.
- Electronic copy (PDFs) of ERP permit application package.
- Electronic copy (PDF) of ERP RAI Response.
- Electronic copy (PDFs) of wastewater major permit modification package.
- Electronic copy (PDF) of wastewater RAI Response.

Task 1.3 – Conceptual Design

WSI will develop a conceptual site plan for the proposed recharge wetland system based on the results of the data collection described in Task 1.1. The conceptual layout will be prepared in GIS format and will be submitted to the City for review and comment. The reviewed conceptual site plan will form the basis for the 30% design described below.

This task also includes the development of the Basis of Design Report (BODR) that will lay out the technical information supporting the sizing and layout of wetland cells, enhanced recharge features, inlet structures, and system piping. The BODR will reference the H&H TM, Geotechnical Report, and Environmental Report (provided as attachments) and will be written in support of wastewater and ERP applications.

Deliverables

- GIS figure(s) of conceptual layout.
- Electronic copy (PDF) of BODR

Task 1.4 – 30% Design

WSI will submit plans, table of contents for technical specifications, and a construction cost estimate at the 30% level of completion. WSI will attend a review meeting with the City to discuss comments and determine appropriate resolution of comments. Changes resulting from the 30% review will be incorporated into the 60% submittal. The 30% design submittal will include the following:

- Plans:
 - Site grading plan as overall model divided into deliverable sheets. Plan sheets will include labeled existing and proposed contours and minimal callouts. Civil details will be provided at the level needed to make the design intent understandable.
 - Hydraulic profile
 - Yard piping plan
 - Water control structures
 - Functional decision tree regarding overall flow and control of water for wetland system.
 - Specifications
 - List of technical specs. List of referenced FDOT specs.
 - Cost Opinion
 - Budgetary Class 3, 10% to 40% Project Definition.

Deliverables

- Electronic copy (PDF) of 30% design drawings.
- Electronic copy (PDF) of 30% design specifications list.
- Electronic copy (PDF) of 30% cost estimate.
- Electronic copy (PDF) of 30% design review meeting minutes.

Task 1.5 – 60% Design

WSI will submit plans, technical specifications, and a construction cost estimate at the 60% level of completion. WSI will attend a review meeting with the City to discuss comments and determine appropriate resolution of comments. Changes resulting from the 60% review will be incorporated into the 90% submittal. The 60% design submittal will include the following:

- Full drawing set that will be submitted with the permit applications.
- Draft technical specifications and list of referenced FDOT specifications.
- Cost Opinion - Budgetary Class 2. 30% to 70% Project Definition.

Deliverables

- Electronic copy (PDF) of 60% design drawings.
- Electronic copy (PDF) of 60% design specifications.
- Electronic copy (PDF) of 60% cost estimate.
- Electronic copy (PDF) of 60% design review meeting minutes.

Task 1.6 – 90% Design

WSI will submit plans, technical specifications, and a construction cost estimate at the 90% level of completion. WSI will attend a review meeting with the City to discuss comments and determine appropriate resolution of comments. Changes resulting from the 90% review will be incorporated into the final submittal. The 90% design submittal will include the following:

- Full drawing set.
- Technical specifications and list of referenced FDOT specifications.
- Cost Opinion - Budgetary Class 2. 30% to 70% Project Definition.

Deliverables

- Electronic copy (PDF) of 90% design drawings.
- Electronic copy (PDF) of 90% design specifications.
- Electronic copy (PDF) of 90% cost estimate.
- Electronic copy (PDF) of 90% design review meeting minutes.

Task 1.7 – Final Design

WSI will submit final plans, technical specifications, and a construction cost estimate. These deliverables will be included in the bid documents package compiled under Task 2.

Deliverables

- Electronic copy (PDF) of final design drawings.
- Electronic copy (PDF) of final design specifications.
- Electronic copy (PDF) of final cost estimate.

Task 2 – Bid Services

This subtask covers bidding and contractor selection for the project. This task includes assembling the bid documents to be issued with the request for proposals (RFP). These documents will include the front-end documents provided by the City, final design plans, technical specifications, and project description to be included in the RFP. Following issuance of the RFP, WSI will attend a pre-bid meeting to discuss the project with potential contractors and a site visit to the project location. During the RFP process, WSI will address bid addenda as needed. WSI will assist the City with the evaluation of bids and will prepare a letter of recommendation for award or rejection of bids, as appropriate based on the received submittals.

Deliverables

- Electronic copy (PDF) of bid package.
- Electronic copy (PDF) of responses to requests for information or bid addenda issued during the RFP process.
- Electronic copy (PDF) of letter of recommendation/rejection of bid award.

Assumptions

The task descriptions and proposed budget are based on the following assumptions:

- The property is owned by the City and has been in its current land use for 40 years. Therefore, WSI assumes the City is aware of the property's history and will inform WSI of any potential for hazardous conditions. The project does not include an Environmental Site Assessment.
- FDEP will review the Environmental Resource Permit.
- This scope does not include any County or City permitting tasks.
- The wetland will not be accessible to the public and the design will not include features such as paths, trails, or signage.
- Construction Services and post-construction services are not included in this Scope of Services.
- WSI will subcontract surveying and geotechnical investigations and may subcontract environmental surveys and H&H modeling.

Budget Estimate

Exhibit 1 summarizes the 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.

Exhibit 1. Estimated Labor Costs for Lake City Steedley Recharge Wetland Project

Task	Labor		Expenses			Total
	Hours	Total	Travel	Outside Services	Expenses Total	
Task 1.1 - Preliminary Engineering	326	\$ 45,000.00	\$ 1,200.00	\$ 150,000.00	\$ 151,200.00	\$ 196,200.00
Task 1.2 - Regulatory Coordination	485	\$ 66,900.00	\$ 400.00	\$ -	\$ 400.00	\$ 67,300.00
Task 1.3 - Conceptual Design	305	\$ 40,800.00	\$ 400.00	\$ -	\$ 400.00	\$ 41,200.00
Task 1.4 - 30% Design	422	\$ 59,600.00	\$ 600.00	\$ -	\$ 600.00	\$ 60,200.00
Task1.5 - 60% Design	378	\$ 53,800.00	\$ 500.00	\$ -	\$ 500.00	\$ 54,300.00
Task 1.6 - 90% Design	233	\$ 33,800.00	\$ 500.00	\$ -	\$ 500.00	\$ 34,300.00
Task 1.7 - Final Design	198	\$ 28,300.00	\$ 500.00	\$ -	\$ 500.00	\$ 28,800.00
Task 2 - Bidding Services	110	\$ 16,200.00	\$ 300.00	\$ -	\$ 300.00	\$ 16,500.00
Total	2457	\$ 344,400.00	\$ 4,400.00	\$ 150,000.00	\$ 154,400.00	\$ 498,800.00

Exhibit 2. WSI Labor Cost Schedule for Consulting Services

WSI Staff	Rate (\$/hr)
Principal Engineer	170
Senior Engineer	165
Principal Scientist	150
Project Geologist	140
Project Engineer	140
Senior CAD Technician	130
CAD Technician	110
Engineer Intern	90
Environmental Scientist	85

Schedule

WSI anticipates completing the work within 16 months of receipt of notice-to-proceed.

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

Wetland Solutions, Inc.**City of Lake City**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____