CITY COUNCIL RESOLUTION NO. 2022-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER TEN TO THE CONTINUING CONTRACT WITH **EDMUNDS** ASSOCIATES, **JONES** & INC., PROFESSIONAL SERVICES ASSISTING THE CITY WITH THE STATE ROAD 47 AND INTERSTATE 75 IMPROVEMENT PROJECT; PROVIDING FOR THE CONNECTION OF SEPTIC TANKS TO THE PROJECT; PROVIDING FOR PAYMENT FOR THE PROFESSIONAL SERVICES AND ASSISTANCE AT A NOT TO **EXCEED COST OF \$76,100.00; 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 Ten with Jones Edmunds and receive assistance towards the abandonment of eighteen (18) existing septic tanks at the Casey Jones RV Park, installation of a combined low-pressure/gravity collection system, and connection to the City's State Road 47 and Interstate 75 Wastewater Improvements Project (hereinafter the "SR 47 & I-75 Wastewater Improvements Project"), pursuant to the terms and conditions of Task Assignment Number Ten, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Number Ten"), 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 Ten with Jones Edmunds for the SR 47 & I-75 Wastewater Improvements Project.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Ten 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 Ten 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 2022.	
	CITY OF LAKE CITY, FLORIDA
	By: Stephen M. Witt, Mayor
ATTEST:	APPROVED AS TO FORM AND LEGALITY:
By: Audrey E. Sikes, City Clerk	By: Frederick L. Koberlein, Jr., City Attorney

TASK ASSIGNMENT TEN TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND JONES, EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL SERVICES ASSISTING THE CITY WITH THE STATE ROAD 47 AND INTERSTATE 75 IMPROVEMENT PROJECT

THIS TASK ASSIGNMENT NUMBER TEN is made and entered into this ____ day of September, 2022, 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 abandonment of eighteen (18) existing septic tanks at the Casey Jones RV Park,

installation of a combined low-pressure gravity collection system, and connection of such to the City's State Road 47 and Interstate 75 Wastewater Improvements Project (hereinafter the "SR 47 & I-75 Wastewater Improvements Project") and intends to seek financial assistance from grant sources.

D. The City desires to enter into Task Assignment Ten with Consultant for its assistance with the SR 47 & I-75 Wastewater Improvements 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 Ten.
- 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 four (4) 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 four (4) tasks identified in the Consultant's Scope as each task is completed for a total projected cost not to exceed seventy-six thousand one hundred dollars and zero cents (\$76,100.00).

- 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 Ten, including reasonable attorneys' fees.
- 6. **ENTIRE AGREEMENT**. This Task Assignment Ten 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 Ten may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

- 7. **PARTIES BOUND**. This Task Assignment Number Ten 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.

[Remainder of the page left blank intentionally. Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Ten 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: _____ By: _____ Audrey E. Sikes, City Clerk Frederick L. Koberlein, Jr., City Attorney ATTEST: JONES, EDMUNDS & ASSOCIATES, INC. By: _____ By: _____ Stanley F. Ferreira, Jr., Angela Witt, Contracts Administrator Vice President



August 19, 2022

Paul Dyal Interim City Manager/Executive Director of Utilities City of Lake City 692 SW St. Margarets Street Lake City, Florida 32025

RE: City of Lake City

SR 47/I-75 Wastewater Improvements Project – RV Park Extension

Jones Edmunds Opportunity No.: 95110-205-22

Dear Mr. Dyal:

Jones Edmunds & Associates, Inc. is pleased to provide Lake City with this proposal for design and permitting services for a new sanitary sewer low-pressure/gravity collection system at the Casey Jones RV Park located near the I-75/SR 47 interchange at 185 SW Arrowhead Terrace.

PROJECT BACKGROUND

In June 2020, Jones Edmund assisted Lake City with an application for a RIVER Grant through the Florida Department of Environmental Protection (FDEP) to extend central sewer service to the Casey Jones RV Park. This project proposes to abandon 18 existing septic tanks at the Casey Jones RV Park, install a combined low-pressure/gravity collection system, and connect to the City's SR 47/I75 Wastewater Improvements Project (which is expected to be completed in October 2022). In March 2022, the City received FDEP Grant Agreement No. WG057 in the amount of \$470,000 to assist with funding of this project.

Figure 1-1, attached, shows an initial conceptual layout that Jones Edmunds will refine during the design tasks in this scope of services based on a site visit and flow data provided by the RV Park owner.

SCOPE OF SERVICES

This Scope of Services is to prepare design, permitting, and construction documents for the low-pressure/gravity collection system to serve the Casey Jones RV Park. This project includes septic tank abandonment, new service laterals, grinder lift stations, and small-diameter force mains to connect to the City's domestic wastewater collection and transmission system on SW Arrowhead Terrace.

This scope of services includes the following tasks: Surveying, Design, and Permitting described as follows.

TASK 1 – PROJECT KICKOFF MEETING AND PROJECT MANAGEMENT

Jones Edmunds will coordinate a Project Kickoff meeting at the Lake City Utility Annex with Lake City staff and representatives from the Casey Jones RV Park. The purpose of the meeting will be to:

- Discuss key issues and the City's expectations related to the project.
- Discuss availability of information that will be used in the design.
- Discuss the collection system alternatives and grinder pump sizing and selection.
- Discuss the City's design details and technical specifications to be used.
- Review the project schedule.
- Discuss collection system alternatives.
- Perform a project site visit.
- Prepare and distribute kickoff meeting minutes.

Project management throughout the duration of this project is included in this task.

Deliverables:

Kickoff meeting agenda and meeting minutes.

City responsibility:

- Attend kickoff meeting.
- Review meeting minutes.

TASK 2 – PROFESSIONAL LAND SURVEYING

Jones Edmunds will authorize a Florida-licensed professional land surveyor (PLS) to perform a boundary and utility survey and topographic survey within the limits of the proposed improvements. We will use the survey to develop the construction documents.

The survey will include the following:

- Property lines, easement lines, and right-of-way lines located within the survey limits.
- All aboveground utilities and structures, fencing, roads/pavement, driveways, sidewalks, power poles, panels, tree lines, etc., located within the survey limits.
- Sewer clean-outs and inverts on all residential properties.
- Limited topography and installation of a temporary construction benchmark in North American
 Vertical Datum of 1988 (NAVD 88) within the RV Park.

Deliverables:

Electronic copy of the site survey.

City responsibility:

 Subsurface utility location (horizontal and vertical location confirmation) for any City utilities within the proposed project area.

TASK 3 — COLLECTION SYSTEM DESIGN

COLLECTION SYSTEM DESIGN

Jones Edmunds will design a combined gravity/low pressure sewage collection and transmission system to serve the RV Park facilities. The gravity system design will consist of 4-inch or 6-inch polyvinyl chloride (PVC) gravity sewer service laterals that will extend from the existing septic tank locations to new grinder pump stations. Up to 13 new duplex grinder pump stations will be installed near the existing septic tanks and will pump through new small-diameter (2-inch) high-density polyethylene (HDPE) force mains, constructed via open cut, and discharge into the gravity collection system on SW Arrowhead Terrace. One enclosed control panel, electric meter, disconnect safety switch, and vent will be mounted on a concrete post near each pump station. Some of the paved roadways within the RV Park may require reconstruction depending on the location of the new gravity mains.

Task 3 will consist of two submittals – 60% and Final Design. Each design submittal will include design drawings and technical specifications.

Drawings will use Jones Edmunds' presentation standards. City-provided standard details will be used to the extent practical. A preliminary list of drawings is outlined below.

DWG No.	Title
G-1	Cover Sheet
G-2	Drawing Index, Legend, and Abbreviations
G-3	Piping Schedule, Notes, and Legend
G-4	General Notes
G-5	Site Key Map
C-1 to C-6	Collection System Layout
C-7 to C-10	Details
C-11 to C14	Stormwater Pollution Prevention Plans
E-1	Electrical Notes and Legend
E-2	Electrical Site Plan
E-3 to E-4	Electrical Schedule, Diagram, and Details

The collection system layout sheets will be prepared with a horizontal scale of 1 inch = 20 feet (full-size, 22-x-34-inch) and 1 inch = 40 feet (half-size sheets 11-x-17-inch).

Jones Edmunds will use our standard Construction Standards Institute (CSI) 16-division-format technical specifications for this project, including Jones Edmunds front ends and approved City technical specifications.

60% DESIGN SUBMITTAL

The 60% Design Submittal Package will be submitted to the City for review and comment and will include the following:

- Design Drawings Including completed survey, existing conditions and utilities, designed collection system layout, duplex lift station plan and cross section, and key details.
- Technical specifications Draft CSI specification sections for major project components showing most major edits with selections of materials for the project.
- Engineer's Opinion of Probable Construction Cost (EOPCC) The EOPCC accuracy range will be Class 3 according to the Association for the Advancement of Cost Engineering (AACE) International's Cost Estimate Classification System (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Class 1 being the highest level of definition and Class 5 being the lowest level of definition.

Jones Edmunds will participate in a review meeting at the Lake City Utility Annex to discuss and obtain comments. Changes agreed to at the meeting will be incorporated into the Final documents.

Deliverables:

- Electronic copies of all 60% deliverables in PDF format.
- Electronic copies of the design review meeting minutes. The meeting minutes will include responses and dispositions to the City's comments.
- EOPCC.

City responsibility:

- Review and provide comments on the 60% design submittal.
- Attend the 60% design submittal review meeting.

FINAL DESIGN SUBMITTAL

After the 60% design review meeting, Jones Edmunds will incorporate the City's review comments into the design and issue the Final Design Submittal. The Final Design Submittal Package submitted to the City will include the following:

Final drawings, technical specifications, and EOPC (Level 1 per AACE 8R-97).

Deliverables:

 Two hardcopies and one signed/sealed electronic copy (PDF and/or CAD format) of the Final Design Submittal. One hardcopy drawing set will be half size (11-x-17-inch) and one drawing set will be full size (22-x-34-inch), both signed and sealed.

City responsibility:

Review and provide comments on the Final Design Submittal.

TASK 4 – PERMITTING ASSISTANCE

Jones Edmunds will provide the following permitting assistance.

- Prepare a Florida Department of Environmental Protection (FDEP) Domestic Wastewater Collection/Transmission System permit application package, including forms, calculations, exhibits, maps, and drawings for the new RV Park collection and transmission system. The application package will be provided to the City for review, approval, and signatures before being submitted to FDEP.
- Prepare an application for a FDEP Environmental Resource Permit (ERP) General for Installation, Maintenance, Repair, and Removal of Underground Utility Lines. The application will include forms, calculations, and drawings for the new RV Park collection and transmission system. An application summary will be provided to the City for review, approval, and signatures before being submitted to FDEP.
- Respond to two FDEP Requests for Additional Information (RAIs) per permit application to address FDEP comments. We expect responses to RAI comments will primarily be clarifications or minor edits to the design documents and will not require significant redesign.

Deliverables:

- FDEP permit application for City review and signature.
- Permit application submissions.
- Up to two RAI responses per permit application.

City responsibility:

- Review and comment on the permit application.
- Sign the permit application.

SCHEDULE

Jones Edmunds will begin work on this project upon receipt of purchase order and Notice to Proceed (NTP) from the City. The schedule for this project will be based on a mutual agreement between the City and Jones Edmunds. Preliminarily, the project tasks are anticipated to be completed as follows:

Task	Calendar Days from NTP
Kickoff Meeting/Site Visit	14
Survey	90
60% Design Submittal	150
Final Design Submittal	210

PROPOSAL CLARIFICATIONS

The following clarifications are exclusions or conditions to this Scope of Services. Excluded items may be provided by Jones Edmunds upon written authorization via a contract amendment.

- Geotechnical investigation is not expected to be necessary and is excluded.
- County and FDOT permitting is not required.
- The project excludes modifications to existing roads other than restoration to pre-construction conditions.
- Local permitting activities such as zoning, comprehensive planning, fire department approvals, or building permitting, if required, are excluded.
- Assistance with acquisition of easements is excluded.
- Development of a maintenance of traffic plan is the responsibility of the Contractor.
- Wetlands, environmental site assessment, species and habitat, archaeological, or historical investigations are not expected to be necessary and are excluded.
- Aside from restoration and grassing of disturbed areas, landscape and irrigation is excluded.
- Design of the collection system will be presented in plan-view only.
- Responding to FDEP RAIs is limited to 2 man hours per RAI and excludes field investigations.

COMPENSATION

We propose to perform the Scope of Services as described herein for Tasks 1 through 4 for a lump-sum fee of \$76,100.

Item	Total Cost
Task 1 – Project Kickoff Meeting and Project Management	\$4,900
Task 2 – Professional Land Surveying Services	\$10,100
Task 3 – Collection System Design	\$56,400
Task 4 – Permitting Assistance	\$4,700
Total Fee (All Tasks)	\$76,100

We look forward to continuing to assist the City on your utility work and are available to answer any questions you may have regarding this Scope of Services.

Sincerely,

Jamie S. Bell, PE, CFM

Department Manager

