

**CITY COUNCIL RESOLUTION NO. 2022-039**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER ONE TO THE CONTINUING CONTRACT WITH GMUER ENGINEERING, LLC; PROVIDING FOR THE EXTENSION OF A WATER MAIN AND GRAVITY SEWER MAIN INTO THE CROSSWINDS SUBDIVISION; PROVIDING FOR A COST NOT-TO-EXCEED \$44,750.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with Gmuer Engineering, LLC (hereinafter “Gmuer”), as authorized by City Council Resolution No. 2021-179 with respect to engineering and consulting services for City projects; and

**WHEREAS**, the Continuing Contract provides that Gmuer 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 defined by and embodied in a separate Task Assignment; and

**WHEREAS**, the City Council desires to enter into Task Assignment Number One to its Continuing Contract with Gmuer for the extension of a water main and gravity sewer main into the Crosswinds Subdivision, along with additional services, all of which are identified in 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 made a part of this resolution.

**Section 2.** The City Council hereby authorizes the execution of Task Assignment Number One with Gmuer for the professional 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. Provided however, that any such changes or modifications shall not cause the payment to Gmuer to exceed the pricing referenced herein. 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 Gmuer 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 on this \_\_\_\_ day of April 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 ONE TO THE CONTINUING CONTRACT  
BETWEEN THE CITY OF LAKE CITY, FLORIDA AND GMUER  
ENGINEERING, LLC, FOR PROFESSIONAL SERVICES RELATED  
TO THE EXTENSION OF A WATER MAIN AND GRAVITY SEWER  
MAIN INTO THE CROSSWINDS SUBDIVISION.**

THIS TASK ASSIGNMENT NUMBER ONE is made and entered into this \_\_\_\_ day of April 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as the "City") and GMUER ENGINEERING, LLC, a Florida limited liability company, having a mailing address of 1135 NW 23<sup>rd</sup> Ave, Suite G, Gainesville, Florida 32609 (hereinafter referred to as "Consultant").

**RECITALS**

A. City and Consultant have heretofore entered into a Continuing Contract for professional services as authorized by City Council Resolution No. 2021-179 (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 desires to extend a water main and gravity sewer main into the Crosswinds Subdivision, and desires to enter into Task Assignment Number One with Consultant for such services pursuant to the terms and conditions

contained in Consultant's four-page proposal dated December 14, 2021 (hereinafter the "Services"), a copy of which is attached 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 Number One.
2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the Services identified in Exhibit A.
3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for each of the five (5) services listed in the section titled "Fee" of the Services and the total projected cost of the project shall not exceed \$44,750.00. 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, 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, the Consultant.
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 Number One,

including reasonable attorneys' fees.

6. **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.

7. **ENTIRE AGREEMENT.** This Task Assignment Number One 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 of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachments 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.

8. **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.

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

**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:

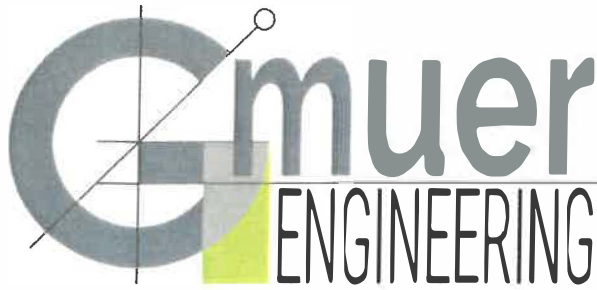
APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**GMUER ENGINEERING, LLC**

By: \_\_\_\_\_  
Christopher A Gmuer  
Authorized Member - President



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

gmuereng.com

December 14, 2021

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

Re: Crosswinds Subdivision

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 into the Crosswinds Subdivision. The proposed system is shown in the attached sketch provided by Lake City and 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 extend east 1,000 ft along SW Windswept Glen to connect back into the existing watermain in SW Windswept Glen.
- Install water services with meters to the single family residential lots.
- 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 a specific purpose topographic survey, design the utility plans with vertical profiles of the gravity sewer main, permit the right-of-way use permit with Columbia County, permit the water and sewer 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**

- Complete a 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

**Design**

- Evaluate utility layouts that optimize the layout and reduce materials and needed pavement cuts and repairs
- Meet with City to review the optional routes and discuss layout alternatives
- Prepare utility plans and vertical profiles of the gravity sewer main 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:**

- Specific Purpose Topographic, PUE, and Right-of-Way Survey

**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 that enable the routing of these properties through the intended private properties.
- Details concerning any and all expectations of the interested stakeholders such as the Rehabilitation Center or the Owner of the private properties being traversed.

**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)

12 Weeks from NTP: Survey and Draft Utility Layout

16 Weeks from NTP: Base Map Creation, and 60% Utility Layout

18 Weeks from NTP: Waiting for comments from Lake City Distribution/Collections

20 Weeks from NTP: Submittals to FDEP and Columbia County Public Works

24 Weeks from NTP: Receive and Respond to Review Comments

26 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.

<del>\$15,500</del>	Subcontracted Survey
<del>\$18,000</del>	Utility Plan Design
<del>\$4,500</del>	Permitting with FDEP and Columbia County
<del>\$2,250</del>	Bidding
<del>\$4,500</del>	Construction Services
<u>\$44,750</u>	<u>TOTAL</u>

Sincerely,  
Gmuer Engineering, LLC  
Christopher A Gmuer, PE  
President







## Crosswinds Subdivision



### Legend

- Man Hole    - - - Proposed Sewer    - - - Proposed Water    — Water Mains

This product is for informational purposes only and may not have been prepared for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of displayed information. It is not to be used in place of locates.