

**CITY COUNCIL RESOLUTION NO. 2022-139**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER FIVE TO THE CONTINUING CONTRACT WITH GMUER ENGINEERING, LLC; PROVIDING FOR THE EXTENSION OF A WATER MAIN INTO SUNSET MEADOWS SUBDIVISION FROM THE EXISTING WATER MAIN IN NW LAKE JEFFERY RD; PROVIDING FOR A COST NOT-TO-EXCEED \$7,600.00; 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 Five to its Continuing Contract with Gmuer for the extension of a water main into Sunset Meadows Subdivision from the existing water main in NW Lake Jeffery Rd, along with additional services, all of which are identified in the terms and conditions of Task Assignment Number Five, 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 Five 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 Five 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 Five 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 January 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 FIVE 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 INTO SUNSET MEADOWS SUBDIVISION.**

THIS TASK ASSIGNMENT NUMBER FIVE is made and entered into this \_\_\_\_ day of January 2023, 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 into Sunset Meadows Subdivision from the existing water main in NW Lake Jeffery Rd, and desires to enter into Task Assignment Number Five with Consultant for such services pursuant to the terms and conditions contained in Exhibit A, attached hereto,

(hereinafter the “Services”).

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 Five.
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 four (4) services listed in Exhibit A and the total projected cost of the project shall not exceed \$7,600.00. 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 Five, including reasonable attorneys' fees.

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

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

*[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 Five as of the day and year first above written.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

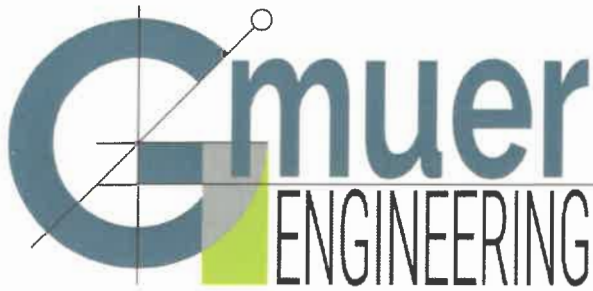
APPROVED AS TO FORM AND LEGALITY:

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

By: \_\_\_\_\_  
Thomas J. Kennon, III  
City Attorney

**GMUER ENGINEERING, LLC**

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



June 13, 2022

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

Re: Meadow Lark Dr Water Main Extension

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 into the Sunset Meadows Subdivision from the existing water main in NW Lake Jeffery Rd. The proposed system is shown in the attached sketch provided by Lake City and generally consists of:

- Watermain – Tap the existing water main in NW Lake Jeffery Rd which is assumed to be on the north side and thus no need to cross NW Lake Jeffery Rd and as such is assumed to be installed by trench.
- Watermain – Extend approximately 1,750 linear ft of water main within the subdivision along NW Meadow Lark Dr, NW Hibiscus Glen, and NW Geranium Ct with fire hydrants.

To facilitate the project, Gmuer Engineering, LLC (GmuerEng) will produce a schematic utility plan, permit the water improvements with FDEP, supply the schematic utility plan for construction, review record drawings, and certify testing with FDEP. The services are more specifically outlined in the following sections.

**GmuerEng will provide the following services:**

Subcontract

- Not Anticipated

Design

- Prepare a schematic utility plan that meet the applicable code requirements of the reviewing agencies

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

- 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 has not included the following services in this proposal:**

- Bid Administration with Contractors, Construction Management, or regular Construction Monitoring
- Specific service tap and meter locations for the individual lots

**Owner shall contract separately for the following services:**

- Construction Survey Staking of any applicable right-of-way, property lines, easements, entitlements, etc.
- Columbia County ROW Use Permitting
- 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)

- 4 Weeks from NTP: Base Map Creation, and 60% Utility Layout
- 6 Weeks from NTP: Waiting for comments from Lake City Distribution/Collections
- 8 Weeks from NTP: Submittals to Permitting Agencies
- 12 Weeks from NTP: Receive and Respond to Review Comments
- 16 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.

<b>\$3,250</b>	Utility Plan Design
<b>\$3,250</b>	FDEP Permitting
<b>\$200</b>	Bidding
<b>\$900</b>	Construction Services
<b>\$7,600</b>	TOTAL

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