
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

December 18, 2023 at 6:00 PM

Venue: City Hall

AGENDA

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

Events Prior to Meeting

Pledge of Allegiance

Invocation - Vice-Mayor-Council Member Todd Sampson

Roll Call

Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.

As a reminder, persons are not to openly carry a handgun or carry a concealed weapon or firearm while the governing body is meeting.

Proclamations - None

Minutes

- [1.](#) December 4, 2023 Regular Session

Approval of Agenda

Public Comment - Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to submissions@lcfla.com no later

than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Approval of Consent Agenda

2. Approval to award ITB-020-2023 to Ag-Pro Companies, sole responsive bidder, to purchase a Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower to be attached to a 287D Cat Skid Steer Loader for \$47,950.00. This item was budgeted for \$64,000.00.
3. IT Department is requesting approval to move funds from 001.07513-060.64 to 001.07.513-030.46 in the amount of \$125,000.00 for a VxRail for the PD Network which was budgeted in FY24; however, the item was completed in FY23 via P O No. 2023-0898. Additional critical services totaling \$111,000.00, based on FY23 figures, were found to have not been budgeted correctly for FY24. By approving this request, the critical services will be covered as well, and other unforeseen increases.

Presentations

Old Business

Ordinances - None

Resolutions - None

Other Items - None

New Business

Ordinances - None

Resolutions

4. City Council Resolution No. 2023-142 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an amended agreement with Flock Group, Inc. for the purchase and use of Flock safety software and hardware at an annual price not-to-exceed \$93,600.00; providing for severability; providing for conflicts; and providing for an effective date.
5. City Council Resolution No. 2023-143 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with Bio-Tech Consulting, LLC; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.
6. City Council Resolution No. 2023-144 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with

Chen Moore and Associates, Inc.; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.

- [7.](#) City Council Resolution No. 2023-145 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with EDA Consultants Inc.; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.
- [8.](#) City Council Resolution No. 2023-146 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with Gmuier Engineering, LLC; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.
- [9.](#) City Council Resolution No. 2023-147 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with GSE Engineering & Consulting, Inc.; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.
- [10.](#) City Council Resolution No. 2023-148 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with Pitman Engineering LLC; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.
- [11.](#) City Council Resolution No. 2023-149 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with TOCOI ENGINEERING, L.L.C.; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.
- [12.](#) City Council Resolution No. 2023-150 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with Wetland Solutions, Inc.; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.
- [13.](#) City Council Resolution No. 2023-151 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Florida Industrial & Construction Services, LLC, for the purchase and installation of a 24 foot in length x 30 foot in width x 12 foot in height prefabricated metal building (pole barn) at a cost not to exceed \$32,719.46.
- [14.](#) City Council Resolution No. 2023-152 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a letter to Florida Commerce by the Mayor, requesting an extension of Florida Small Cities Community Development Block Grant Program from the Florida Department of Economic Opportunity; and providing for an effective date. (Wilson Park)

- [15.](#) City Council Resolution No. 2023-153 - A resolution of the City Council of the City of Lake City, Florida, related to the release of reverter to grantor as authorized by City Council Resolution No. 2009-005 and contained in the deed dated February 20, 2009, from the City of Lake City, Florida to Greater Lake City Community Development Corporation, Inc.; providing for conflicts; and providing for an effective date.
- [16.](#) City Council Resolution No. 2023-154 - A resolution of the City Council of the City of Lake City, Florida, authorizing and adopting an Honorary Street Name Designation Policy; and providing an effective date.
- [17.](#) City Council Resolution No. 2023-156 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to enter into Change Order Number One to the contract between The City and CGC, Inc., relating to the Taxiway C realignment and terminal apron rehabilitation project for a price not-to-exceed \$2,508,750.45.

Other Items

18. Discussion and Possible Action: Dee Johnson to serve as Interim City Manager for eighteen (18) months (Council Member Chevella Young)
19. Schedule Council Workshops for the following:
 - Mariah Fund
 - Affordable Housing/Properties
 - Council Meeting Decorum
 - Application and Policy for Grant Funding Request - \$5,000.00 max
 - Citizens Review Board
- [20.](#) Informational Purposes Only - City Attorney Robinson, Kennon, and Kendron, P.A. invoices for November 2023. Folds Walker, LLC invoice for November 2023.

Departmental Administration

21. City Manager Hiring Process Update (Human Resources Director BillieJo Bible)
- [22.](#) Approval of job descriptions for the Police, Water Treatment Plant, Waste Water Treatment Plant, Sprayfield, Distribution and Collection, and Natural Gas Departments. The Human Resources Department has been in the process of reviewing all job descriptions for positions that were approved in the FY 23-24 Budget. This completes the descriptions identified in FY 23-24. Future

modifications to approved job descriptions will be presented to council for approval.

Comments by Council Members

Adjournment

UPCOMING DATES OF INTEREST

January 15, 2024 Martin Luther King, Jr. Parade - 10AM

YouTube Information

Members of the public may also view the meeting on our YouTube channel at:
<https://www.youtube.com/c/CityofLakeCity>

Pursuant to 286.0105, Florida Statutes, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

SPECIAL REQUIREMENTS: *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

File Attachments for Item:

1. December 4, 2023 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on December 4, 2023 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen Witt

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.
C. Todd Sampson
Chevella Young
Ricky Jernigan
Todd Kennon
Dee Johnson
Chief Gerald Butler
Audrey Sikes

City Attorney
Interim City Manager
Sergeant-at-Arms
City Clerk

After Mayor Witt read the rules of decorum aloud, Mr. Jernigan inquired about consequences should someone violate the rules. Mayor Witt reported this topic would be up for discussion during an upcoming workshop, and requested the decorum policy be placed on the January 2nd agenda.

MINUTES

1. November 20, 2023 Regular Session

Mr. Hill made a motion to approve the minutes as presented. Ms. Young seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

Mayor Witt amended the agenda as follows; move Item #18 prior to Item #4, with a modification to discussion only, and adding as an Emergency Item due to time sensitivity for the 2024-2025 Springs Grant as Item #19. **Mr. Hill made a motion to approve the agenda as amended. Ms. Young seconded the motion and the motion carried unanimously on a voice vote.**

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Mike Null
- Reverend Pamela Green – statement emailed and read aloud by Mayor Witt at her request
- Glenel Bowden
- Barbara Lemley
- Stew Lilker

APPROVAL OF CONSENT AGENDA

2. Authorizing GameTime Company to erect a shade structure over the bleachers at the Young's Park Tennis Courts with funding from the County Grant approved on October 19, 2023. This is no monetary cost to the City.

Mr. Sampson made a motion to approve the consent agenda as presented. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.

PRESENTATIONS

3. Form 6 for Elected Officials (City Attorney Todd Kennon)

Mr. Kennon reported state law has changed effective January 1, 2024, requiring the council members to now electronically file a Form 6 Financial Disclosure instead of Form 1. He provided an overview of the differences between Form 1 and Form 6.

18. Discussion and Possible Action - Rehiring of Paul Dyal as City Manager (Council Member Jake Hill, Jr.)

Mr. Hill reported Mr. Dyal reached out to him about coming back, therefore he placed this on the agenda for discussion.

Members discussed Mr. Dyal returning as City Manager.

Ms. Young asked for the topic of Mr. Dee Johnson to serve as Interim City Manager for eighteen (18) months to be placed on the next agenda.

Mayor Witt stated if Mr. Dyal sent in a proposal, he would review it.

PUBLIC COMMENT: Glenel Bowden

OLD BUSINESS

Ordinances – None

Resolutions

4. City Council Resolution No. 2023-130 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Colin Baenziger & Associates; providing for executive recruitment services related to the employment of a City Manager; declaring an emergency pursuant to Section 2-181 of the City Code; authorizing an agreement price not-to-exceed \$29,500.00; providing for conflict; and providing for an effective date.

Mr. Hill inquired with Attorney Kennon if Human Resources could look at previous applicants, and present the top two or three to council for consideration.

PUBLIC COMMENT: Glenel Bowden

Mr. Sampson inquired if there have been any recent applications submitted to the City for the Manager position.

Ms. Young spoke in favor of looking forward and seeing who is interested in the position v's looking at prior applicants for the position.

Mayor Witt concurred with public comments of Mr. Bowden and made a motion to approve City Council Resolution 2023-130. The motion failed due to lack of second.

Mr. Sampson reminded members of a plan he previously presented outlining instructions and steps for the Human Resources Department to take applications. He suggested opening up the advertisement for 3-4 weeks, reviewing the applicants, see if any qualify and move forward from there.

Mr. Jernigan concurred with Mr. Sampson.

Mr. Sampson made a motion to start an application process and to open up the City Manager position for applications and resumes through the City's Human Resources Department for 60 days. All applications and resumes are to be matched by Human Resources for meeting of minimum requirements as identified in the City Charter and forwarded to the City Council for review. The motion provides for Human Resources to advertise as normal and to decide where to advertise. The salary range identified for the City Manager position is \$140,000 to \$150,000. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Jernigan	Aye
Mr. Hill	Aye
Ms. Young	Nay
Mayor Witt	Aye

Mr. Sampson suggested at a minimum for Human Resources to advertise with the Florida League of Cities and any management places.

5. Discussion and Possible Action - Section 2-53 of the Code of Ordinances relating to the compensation of Mayor and Council Members (Council Member Todd Sampson)

Mr. Sampson made a motion for option one, bringing up the raise at budget time. Ms. Young seconded the motion.

Mr. Hill spoke in support of the ordinance related to compensation staying the same due to inflation and other factors.

Mr. Sampson stated this would be an opportunity for transparency.

Mr. Jernigan spoke in support of the ordinance staying the same.

Ms. Young spoke in support of transparency.

PUBLIC COMMENT: Glenel Bowden; Betty Goggins

A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Ms. Young	Aye
Mr. Hill	Nay
Mr. Jernigan	Nay
Mayor Witt	Aye

Ms. Sikes reminded members this action would come back in the form of an ordinance, requiring two readings, to change Section 2-53 of the City Code.

NEW BUSINESS

Ordinances

6. City Council Ordinance No. 2023-2265 (first reading) - An ordinance of the City of Lake City, Florida, amending Sections 2-178(e) and 2-182 of Article VI, Chapter 2, of the Code of the City of Lake City relating to purchases of items and contractual services and bid procedures; providing that all purchases of items and contractual services when the estimated cost thereof exceeds thirty five thousand dollars (\$35,000.00) be purchased by formal written contract, approved by the City Council, after public notice inviting quotations and proposals; providing that all bid-based contracts for the purchase of items and contractual services when the estimated cost thereof exceeds thirty five thousand dollars, (\$35,000.00) be awarded to the lowest responsible bidder; providing for the elimination of bid quotations for purchase of items and services when the cost thereof does not exceed five thousand dollars (\$5,000.00); providing for bid procedures for the purchase of items and services when the cost exceeds five thousand dollars (\$5,000.00), but is less than fifteen thousand dollars (\$15,000.00); providing for bid procedures for the purchase of items and services when the cost thereof exceeds fifteen thousand dollars (\$15,000.00), but is less than thirty five thousand dollars (\$35,000.00); providing for bid procedures for the purchase of items and services which cost thirty five thousand dollars (\$35,000.00) or more; providing for severability; providing for the repeal of conflicts; providing for codification; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Ordinance No. 2023-2265 on first reading, amending Sections 2-178(e) and 2-182 of Article VI,**

Chapter 2, of the Code of the City of Lake City relating to purchases of items and contractual services and bid procedures; providing that all purchases of items and contractual services when the estimated cost thereof exceeds thirty five thousand dollars (\$35,000.00) be purchased by formal written contract, approved by the City Council, after public notice inviting quotations and proposals; providing that all bid-based contracts for the purchase of items and contractual services when the estimated cost thereof exceeds thirty five thousand dollars, (\$35,000.00) be awarded to the lowest responsible bidder; providing for the elimination of bid quotations for purchase of items and services when the cost thereof does not exceed five thousand dollars (\$5,000.00); providing for bid procedures for the purchase of items and services when the cost exceeds five thousand dollars (\$5,000.00), but is less than fifteen thousand dollars (\$15,000.00); providing for bid procedures for the purchase of items and services when the cost thereof exceeds fifteen thousand dollars (\$15,000.00), but is less than thirty five thousand dollars (\$35,000.00), and providing for bid procedures for the purchase of items and services which cost thirty five thousand dollars (\$35,000.00) or more. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

Resolutions

7. City Council Resolution No. 2023-099 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to enter into Change Order Number Two to the contract between the City and SGS Contracting Services, Inc., relating to the replacement of two existing in-plant reuse pumps at the St. Margarets Wastewater Treatment Facility for a price not-to-exceed \$133,258.62. **Mr. Hill made a motion to approve City Council Resolution No. 2023-099, authorizing the City to enter into Change Order Number Two to the contract between the City and SGS Contracting Services, Inc., relating to the replacement of two existing in-plant reuse pumps at the St. Margarets Wastewater Treatment Facility for a price not-to-exceed \$133,258.62. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Jernigan	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mayor Witt	Aye

8. City Council Resolution No. 2023-120 - A resolution of the City Council of the City of Lake City, Florida, rescinding City Council Resolution 2023-080, authorizing the execution of a contract with Bliss Products and Services, Inc., for the purchase and installation of a 24 foot in length x 30 foot in width x 12 foot in height prefabricated metal building (pole barn) at a cost not to exceed \$19,731.08. **Mr. Hill made a motion to approve City Council Resolution No. 2023-120, rescinding City Council Resolution 2023-080, authorizing the execution of a contract with Bliss Products and Services, Inc., for the purchase and installation of a 24 foot in length x 30 foot in width x 12 foot in height prefabricated metal building (pole barn) at a cost not to exceed \$19,731.08. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Jernigan	Aye
Mr. Sampson	Nay
Ms. Young	Aye
Mayor Witt	Aye

9. City Council Resolution No. 2023-135 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an application to the Florida Department of Transportation; providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$30,000.00 for Strategic Traffic Enforcement Program including speeding and aggressive driving; and providing for an effective date. **Mr. Jernigan made a motion to approve City Council Resolution No. 2023-135, authorizing the execution of an application to the Florida Department of Transportation, and providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$30,000.00 for Strategic Traffic Enforcement Program including speeding and aggressive driving. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**
A roll call vote was taken and the motion carried.

Mr. Jernigan	Aye
Mr. Sampson	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mayor Witt	Aye

10. City Council Resolution No. 2023-136 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an application to the Florida Department of Transportation; providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$35,000.00 for a Strategic Traffic Enforcement Program including impaired driving; and providing for an effective date. **Mr. Jernigan made a motion to approve City**

Council Resolution No. 2023-136, authorizing the execution of an application to the Florida Department of Transportation, and providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$35,000.00 for a Strategic Traffic Enforcement Program including impaired driving. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Mr. Jernigan	Aye
Mr. Hill	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mayor Witt	Aye

- 11. City Council Resolution No. 2023-137 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an application to the Florida Department of Transportation; providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$30,000.00 for a Strategic Traffic Enforcement Program including occupant protection; and providing for an effective date. **Mr. Jernigan made a motion to approve City Council Resolution No. 2023-137, authorizing the execution of an application to the Florida Department of Transportation, and providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$30,000.00 for a Strategic Traffic Enforcement Program including occupant protection. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jernigan	Aye
Mr. Sampson	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mayor Witt	Aye

- 12. City Council Resolution No. 2023-138 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Collective Bargaining Agreement with the Florida State Lodge Fraternal Order of Police, Inc.; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-138, authorizing the execution of the Collective Bargaining Agreement with the Florida State Lodge Fraternal Order of Police, Inc. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jernigan	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mayor Witt	Aye

13. City Council Resolution No. 2023-139 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Florida Industrial & Construction Services, LLC, for the purchase and installation of a 38 foot in length x 16 foot in width x 12 foot in height prefabricated metal building (pole barn) on an existing slab at a cost not to exceed \$19,494.13. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-139, authorizing the execution of a contract with Florida Industrial & Construction Services, LLC, for the purchase and installation of a 38 foot in length x 16 foot in width x 12 foot in height prefabricated metal building (pole barn) on an existing slab at a cost not to exceed \$19,494.13. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jernigan	Aye
Ms. Young	Aye
Mayor Witt	Aye

14. City Council Resolution No. 2023-140 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Statewide Mutual Aid Agreement with the State of Florida Division of Emergency Management; providing for severability; providing for conflicts; and providing for an effective date. **Mr. Hill made a motion to approve City Council Resolution No. 2023-140, authorizing the execution of Statewide Mutual Aid Agreement with the State of Florida Division of Emergency Management. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Sampson	Aye
Mr. Jernigan	Aye
Ms. Young	Aye
Mayor Witt	Aye

15. City Council Resolution No. 2023-141 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Nine to the continuing contract with North Florida Professional Services, Inc., providing for engineering services related to the resurfacing of SW Grandview Street; providing for payment for the professional services at a cost not to exceed \$5,000.00; and providing an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-141, authorizing the execution of Task Assignment Number Nine to the continuing contract with North Florida Professional Services, Inc., providing for engineering services related to the resurfacing of SW Grandview Street, and providing for payment for the professional services at a cost not to exceed \$5,000.00. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jernigan	Aye
Ms. Young	Aye
Mayor Witt	Aye

Other Items

16. Discussion and Possible Action: City to consider release of reverter clause regarding two parcels of land donated to the Greater Lake City Community Development Corporation on January 5, 2009 via City Council Resolution No. 2009-005 for permanent affordable housing. (Interim City Manager Dee Johnson)

Mr. Johnson stated the City donated two parcels of land via City Council Resolution No. 2009 - 005, exclusively for affordable housing. He stated parcel one, 627 NE Washington Street, has been developed, however, parcel two, 204 Escambia has not. Per the resolution, both projects were to be completed with a certificate of occupancy within three years from the date of the deed, or the property should revert back to the City. He reported the resolution does not include any verbiage related to waving fees.

Mr. Kennon cited Florida Statute 166.045 relating to affordable housing and the use of the reverter clause.

Members concurred a Quit Claim Deed to clean the title up to remove the reverter clause from parcel one, 627 NE Washington Street, and only waive tap and impact fees if the owner qualifies.

Mr. Sampson made a motion to release the reverter clause on parcel one, 627 NE Washington Street. Mr. Hill seconded the motion.

Ms. Sikes confirmed with Mr. Kennon, action to remove the reverter clause would come back to the council as a resolution.

A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jernigan	Aye
Ms. Young	Aye
Mayor Witt	Aye

17. Discussion and Possible Action: Council to elect Vice-Mayor to serve January 2024 to December 2024 (Mayor Stephen Witt)

Mr. Sampson made a motion for Mr. Hill to serve as Vice-Mayor from January 2024 to December 2024. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Jernigan	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mayor Witt	Aye

18. This item moved up on the agenda prior to Item #4.

19. Springs Grant – Emergency Item

Shannon Williams, Director of Grant Services with Gateway Grant Writing & Administration, Inc. presented members with a program overview of the Springs Grant funding request for the Gwen Lake Project. This was added as an Emergency item on the agenda due to time sensitivity of the grant deadline.

Mr. Hill made a motion to approve the Springs Grant application for Gwen Lake, as an Emergency Item due to the time sensitivity of the grant deadline. The motion provides authorization for Ms. Sikes to assign the next resolution number to this item. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Hill	Aye
Mr. Sampson	Aye
Mr. Jernigan	Aye
Ms. Young	Aye
Mayor Witt	Aye

After the meeting, City Council Resolution No. 2023-155 was assigned. A resolution of the City Council of the City of Lake City, Florida, ratifying the voice vote of the City Council and authorizing the filing of a fiscal year 2024-2025 Florida Springs Grant for the Gwen Lake Project with the Department of Environmental Protection; providing for conflicts; and providing for an effective date.

DEPARTMENTAL ADMINISTRATION

20. Approval of job descriptions for the Growth Management, Fire, Airport, GIS, and Customer Service Departments. The Human Resources Department is in the process of reviewing all job descriptions for positions that were approved in the FY 23-24 Budget. In accordance with the City's Personnel Manual, the final set of job descriptions will be presented for council review on the next agenda. (Interim City Manager Dee Johnson)

Mr. Jernigan made a motion to approve the job descriptions for the Growth Management, Fire, Airport, GIS and Customer Service Departments. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

Mr. Jernigan	Aye
Ms. Young	Aye
Mr. Hill	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

COMMENTS BY COUNCIL MEMBERS

Mayor Witt reported upcoming dates of interest: Holiday Market December 9, 2023 from 9AM – 4PM; Christmas Parade December 9, 2023 at 6PM; Martin Luther King Parade January 15, 2024 at 10AM.

Mr. Hill asked Mr. Johnson to extend an invitation to City Directors for the North East Florida League of Cities Dinner Meeting the City would be hosting at Halpatter Brewery at 7PM on Thursday, December 7, 2023.

Ms. Young inquired about the City Attorney receiving a 3% raise. Mr. Johnson reported per the contract agreement the attorney receives a 3% increase every year on October 1st.

Ms. Young clarified how the Mariah funds were coming along in the process, as there had been another murder on Long Street. Mr. Johnson reported an application is complete and would be sent to Council.

Ms. Young requested a separate Workshop to discuss the Mariah Fund.

Mr. Sampson requested an item to discuss dates of upcoming workshops: the Mariah Fund; affordable housing; council decorum and application process for public assistance.

Mr. Hill requested a City vehicle for Council utilize on Wednesday, December 6, 2023 for Ethics training in Gainesville.

ADJOURNMENT

Mr. Sampson made a motion to adjourn at 6:48 PM. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

2. Approval to award ITB-020-2023 to Ag-Pro Companies, sole responsive bidder, to purchase a Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower to be attached to a 287D Cat Skid Steer Loader for \$47,950.00. This item was budgeted for \$64,000.00.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Purchase of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower

DEPT / OFFICE: Sprayfield

Originator: Brenda Karr		
City Manager Dee Johnson	Department Director Cody Pridgeon	Date 12/05/2023
Recommended Action: Request approval to accept only responsive bid from ITB-020-2023 with Ag-Pro Companies for the purchase of a skid steer boom arm mower with a 48" cyclone rotary mower and a 9' sickle bar mower.		
Summary Explanation & Background: We received three(3) proposals only one proposal was responsive and conformed to the specifications in the solicitations ITB-020-2023. Bid was to purchase a skid steer boom arm mower with a 48" cyclone rotary mower and a 9' sickle bar mower to be attached to a 287D Cat Skid Steer Loader. Item was budgeted in account 410.76.536-060.64 for \$64,000.00. Bid came in at \$47,950.00 this was under budgeted amount.		
Alternatives: Not accept bid.		
Source of Funds: Budgeted in: 410.76.536-060.64		
Financial Impact: \$47,950.00		
Exhibits Attached: ITB-020-2023 Solicitation, Specs, Bid Tabulation, Proposals, Memo, Ag-Pro Proposal		

INVITATION TO BID

020-2023

PURCHASE OF SKID STEER BOOM ARM MOWER WITH A 48"
CYCLONE ROTARY MOWER AND A 9' SICKLE BAR MOWER

City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RELEASE DATE: October 13, 2023

DEADLINE FOR QUESTIONS: October 20, 2023

RESPONSE DEADLINE: November 13, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
INVITATION TO BID

Purchase of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary
Mower and a 9' Sickle Bar Mower

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Attachments:

A - Specs of attachment requested.

1. Introduction

1.1. Summary

INVITATION TO BID

020-2023

Sealed bids will be accepted by the City of Lake City, Florida until Monday, November 13, 2023 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the OpenGov located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Purchase of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower

Any deviation from the specifications must be explained in detail under "Clarifications and Exceptions", as part of the Bidder's Response, and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions related to this ITB shall be submitted in writing through the [OpenGov Procurement](#) Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Friday, October 20, 2023 at 4:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of ninety (90) days following the opening of the responses.

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address, and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and

other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Paul Dyal

City Manager

1.2. [Contact Information](#)

Brenda Karr

Procurement Analyst

205 North Marion Avenue

Lake City, FL 32055

Email: karrb@lcfla.com

Phone: [\(386\) 758-5407](tel:(386)758-5407)

Department:
Procurement

1.3. Timeline

Release Project Date	October 13, 2023
Question Submission Deadline	October 20, 2023, 4:00pm
Question Response Deadline	October 27, 2023, 4:00pm
Proposal Submission Deadline	November 13, 2023, 2:00pm
Contractor Selection Date	December 4, 2023

2. Instruction To Bidders

2.1. Overview

The City of Lake City is accepting bids for The purchase of skid steer boom arm mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower.

Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

2.2. Pre-Bid Meeting

There will be no pre-bid meeting associated with this project.

2.3. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Monday, November 13, 2023 at 2:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the [City's e-Procurement Portal, OpenGov](#) and may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Friday, October 27, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

2.5. Addenda

- A. The Procurement Department may issue an addendum in response to any inquiry received, prior to the deadline for questions which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. Bidders will be notified by email when an any addendum are issued.
- B. It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to Acknowledge receipt of the addenda in the OpenGov system. Failure to acknowledge each addendum in the OpenGov system will prevent your bid from being submitted.

2.6. Contents of Solicitation and Bidders Responsibilities

It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City or the amount to be paid to the vendor.

3. Scope of Work and Related Requirements

3.1. Specifications

Please provide pricing for skid steer boom arm mower with a 48" cyclone rotary mower and a 9' sickle bar mower that is able to be attached to a 287D Cat Skid Steer Loader. Please see attachment for specs, comparable brands or products will be accepted.

3.2. Approved Equivilient

Any manufacturers/ names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products must meet or exceed the quality of the specifications listed for any item. All request for "or equivalent" consideration must be received prior to the deadline for receiving questions. Provide information pertaining to Code and Standards here.

3.3. Training

Vendor shall provide training to staff within 30 days of delivery.

3.4. Safety

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

3.5. Employees

- A. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
- B. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
- C. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
- D. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.

- E. Contractor shall be solely responsible for receiving all materials and equipment at site.

3.6. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

3.7. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

3.8. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.
- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

3.9. Delivery

Delivery will be F.O.B. Destination at City of Lake City Sprayfield located at 527 SW Saint Margarets St, Lake City, FL 32024. Delivery shall be within sixty (60) calendar days of the Notice of Award. Contact will be David Durrance at (386) 758-5295 or durranced@lcfra.com to coordinate delivery. Awarded supplier must give a minimum of 48 hours delivery notice.

4. General Terms and Conditions

4.1. Definitions

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Invitation to Bid that if accepted would bind the Contractor to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation and must be the party entering into the Agreement with the City; also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **Contract:**The Agreement to provide the goods or perform the services set forth in this solicitation.
 - 1.4.1. **Purchase of Goods-** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specified incorporated and a City purchase order.
 - 1.4.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.5. **Contractor:**The vendor to whom award has been made.
- 1.6. **City:** Shall refer to City of Lake City, Florida.
- 1.7. **Required Bid Bonds –** Bidder is required to send in their bid bonds (if applicable) by the due date and time of the solicitation.
- 1.8. **Invitation to Bid (ITB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective bidders and to solicit bid responses from them.
- 1.9. **Language:** The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.
- 1.10. **Owner:** Shall refer to City of Lake City, Florida.
- 1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.13. **Responsive:** Refers to a Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB. Their bid, offer or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or submittals from Bidders.

4.2. Qualifications of Respondents

The City of Lake City reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

- A. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- B. Any Bidder may be required to show to the complete satisfaction of the City of Lake City that he/she has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- C. Bidder must possess any and all required licenses to perform and complete the work necessary in this project. The Bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

4.3. Award

Award may be made to the Bidder which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

4.4. Assignment

The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

4.5. Basis for Bidding

The total amount bid shall be based on quantities, unit prices and/or lump sum(s) according to the " Pricing Table" provided. Any quantities shown in the Pricing Table are estimates for the purpose of arriving at a total bid price for comparison of Bid Responses.

A Bidders bid prices shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence and the Procurement Department shall make and note the correction on the Final Bid Tabulation.

4.6. [Bidder Eligibility](#)

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:

- 6.1. Have NO delinquent indebtedness to the City of Lake City or other federal, state, or local agencies;
- 6.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
- 6.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
- 6.4. Be able to comply with the required or proposed delivery or performance schedule;
- 6.5. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
- 6.6. Have a satisfactory record of integrity and business ethics;
- 6.7. Be properly licensed by the appropriate regulatory agency for the work to be performed;
- 6.8. Not have any previous or current investigations, regardless of disposition or outcome, by the regulatory agency responsible for licensing Contractors; and
- 6.9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.7. [Cancellation of Solicitation](#)

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

4.8. [Changing of Forms](#)

If the City discovers any bid forms submitted by a bidder in response to this solicitation have been altered the City may, at its discretion, disqualify the Bidder and not consider their bid for award.

4.9. [Tax Exempt](#)

The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide a tax exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with

the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

4.10. Collusion Among Firms

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

4.11. Conflict of Interest

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Lake City. Further, all respondents must disclose the name of any City of Lake City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidders firm or any of its branches.

4.12. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Supplemental Terms & Conditions the Statement of Work, the Schedule of Bid Items, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items, the Statement of Work, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.

4.13. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

4.14. Cost of Preparing Bid Response

All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Lake City shall not reimburse any Bidder for any such costs.

4.15. Execution of Contract

The Contractor to whom the City intends to award a Contract will be required to execute an Agreement within ten (10) days from the date of the Notice of Recommendation for Award, and deliver these executed instruments as instructed to the City of Lake City Procurement Department.

4.16. Interpretation of Contract Documents

Each Bidder shall thoroughly examine the Forms Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation to the Procurement Department at 205 N. Marion Ave., Lake City, FL 32055 or by email to procurement@lcfla.com. Your notification should be done immediately, but in not case no later than **seven (7) business days** before the due date and time.

The City shall not be responsible for oral interpretation given by any City representative, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Representative to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Lake City in accordance with the specifications.

4.17. Liability

The Contractor shall hold and save the City of Lake City, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.

4.18. Notice to Proceed

Following contract award the City shall schedule with Contractor a pre-construction meeting. At that meeting the parties will mutually agree on a projects start date which will be used as the Notice to Proceed date. The City shall provide the Notice to Proceed (NTP) to the Contractor. Contractor shall sign NTP acknowledging receipt and agreeing to the dates. The performance period will be defined in the NTP using the NTP date with the days stated in the Time of Completion paragraph of the Contract Documents.

4.19. Price Bid

The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.

4.20. Protests

Protests can only be made by Interested Parties. Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific

reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

4.21. Public Entity Crime

Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

4.22. Public Record

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

4.23. Insurance

- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- D. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

4.24. Indemnity

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

4.25. Liquidated Damages

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$500.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

4.26. Schedule

- A. Upon receipt of all required documents a Notice to Proceed will be issued.

- B. The successful Contractor must complete all work within sixty (60) calendar days after delivery of equipment.

4.27. Special Conditions

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
- C. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

4.28. Payment

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

4.29. Or Equal

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equal" consideration must be received prior to the deadline for receiving questions.

4.30. Experience/References

Bidders must provide a statement of qualifications and include with their proposal a minimum of three (3) references for similar project in the last five (5) years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

4.31. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.

- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

4.32. Addendum

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

4.33. Required Documents

The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, References, Public Entity Crime Statement and E-Verify Affirmation Statement.

4.34. Employment Eligibility Verification (E-Verify)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

4.35. Payment And Performance Bonds

Payment and performance bonds are not a requirement of this bid.

4.36. Additional Information

The City of Lake City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

5. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Purchase and delivery of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower	1	EA		
TOTAL					

6. Vendor Questionnaire

6.1. References*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

***Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

6.2. Title and Organization*

Please provide your title and organization's name.

*Response required

6.3. Local Office*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

*Response required

6.4. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City 020-2023 described as Purchase of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

Please confirm

*Response required

6.6. [Disputes Disclosure Form*](#)

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

Select all that apply

- Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- None

*Response required

6.7. Disputes Disclosure Form - Explanation*

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

*Response required

6.8. Disputes Disclosure Form - Acknowledgement*

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

Please confirm

*Response required

6.9. Drug Free Workplace Certificate*

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Please confirm

*Response required

6.10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
020-2023, Purchase of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Please confirm

*Response required

6.11. E-Verify Affirmation Statement*

020-2023-Purchase of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Please confirm

*Response required

6.12. Bidder's Checklist*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

Please confirm

*Response required

6.13. Clarifications and Exceptions*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

*Response required

6.14. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

6.14.1. Federal Identification No. (FEID)*

Please provide your FEIN number here.

*Response required

6.14.2. Acknowledgments*

- A. This sworn statement is submitted with 020-2023.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

D. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

E. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Please confirm

*Response required

6.14.3. Please indicate which statement applies.*

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

Select all that apply

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final

order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

*Response required

6.14.4. Required Documents

Please upload your Final Order if you selected Option 3 or Option 4 above.

6.14.5. Describe Action Taken

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

Features

Minimum Horsepower	40 HP
--------------------	-------

GPM Flow Range	17 - 45 GPM
----------------	-------------

Maximum Pressure	3,500 PSI
------------------	-----------

Overall Weight	1,350 lbs
----------------	-----------

Max Side Reach from Centerline	151"; Manual Link=/content/manuals/User-Manual-Raptor-Skid-Steer-Boom-Arm-Mower-Attachment.pdf
--------------------------------	---

Design Specs

Max Reach with 36" Flail Head	13.08'
-------------------------------	--------

Max Reach with 9' Sickle	20'
--------------------------	-----

Max Reach with 7' Sickle	18'
--------------------------	-----

Max Reach with 5' Sickle	14'
--------------------------	-----

Head Rotation	180 Degrees
---------------	-------------

Max Reach with 48 Rotary Head	46'
-------------------------------	-----

Purchase of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower
 ITB-020-2023

Line Item	Description	Quantity	Unit of Measure	Agpro	
				Unit Cost	Total
1	Purchase and delivery of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower	1	EA	\$47,950.00	\$47,950.00
	Total				\$47,950.00



Purchase of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower

⚡ Invitation to Bid

🏛️ Procurement

Project ID: 020-2023

Release Date: Friday, October 13, 2023

Due Date: Monday, November 13, 2023 2:00pm

📅 Posted 📅 Friday, October 13, 2023 8:11am

📁 Bid Unsealed Monday, November 13, 2023 2:10pm

📁 Pricing Unsealed Monday, November 13, 2023 2:10pm

All dates & times in Eastern Time

Proposals

List of vendor proposals submitted in response to the project

[📄 Compare Proposals](#)

Status	Vendor	Contact Info	Submission Date
✓ Submitted	Agpro	Eric Scerbo dscerbo@agproco.com (386) 466-7101	Oct 25, 2023 1:51 PM
⊘ Disqualified	Ring Power Corp - WCC	Sarah Griffith sarah.griffith@ringpower.com (904) 737-7730	Nov 9, 2023 3:07 PM
⊘ Disqualified	Technology International, Inc.	Rifat Habib tii@tii-usa.com	Nov 13, 2023 2:41 AM



Wastewater Department

To: Dee Johnson

From: Cody Pridgeon

Date: 11/29/23

We budgeted \$64,000 for the purchase of a Raptor Boom Mower with Sickle bar this year. The attachment would attach to the skid steer and be use for mowing around the wetlands to cut back the invasive cattails and willows that are encroaching on the slopes of the wetlands as well as mowing fence lines and trimming roads. As you know due to the price of the unit we had to put it out for bid. The bid for the Raptor came in at \$48,150 but there was 2 other similar units that came in lower. The other units are not comparable to the raptor as shown in the specifications below.

Raptor

- Rotation of 180 degrees
- 12.4" reach with 48" mower deck
- 20' reach with 9' sickle bar attachment
- Boom moves up, down and rotates

Eterra

- Tilt 110 degrees
- 96" reach
- Only moves up and down but does not rotate
- No mower deck

Blue Diamond

- 96" reach with 44" mower deck
- Tilt 125 degrees
- Moves up and down but does not rotate
- No sickle bar

Cody Pridgeon, Wastewater Director



PROPOSAL DOCUMENT REPORT

ITB No. 020-2023

Purchase of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower

RESPONSE DEADLINE: November 13, 2023 at 2:00 pm

Report Generated: Tuesday, December 5, 2023

Agpro Proposal

CONTACT INFORMATION

Company:

Agpro

Email:

dscerbo@agproco.com

Contact:

Eric Scerbo

Address:

692 SW Arrowhead Terrace
Lake City, FL 32024

Phone:

(386) 466-7101

Website:

N/A

Submission Date:

Oct 25, 2023 1:51 PM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Oct 25, 2023 1:49 PM by Eric Scerbo

QUESTIONNAIRE

1. References*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

***Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

N/A

2. Title and Organization*

Please provide your title and organization's name.

Eric Scerbo Sales Representative Ag-Pro of Lake City

3. Local Office*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

Lake City Fl

4. Principal Office*

Please provide the city and state for your Principal Office.

Boston Ga

5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City 020-2023 described as Purchase of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

Confirmed

6. Disputes Disclosure Form*

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

None

7. Disputes Disclosure Form - Explanation*

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

N/A

8. Disputes Disclosure Form - Acknowledgement*

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

Confirmed

9. Drug Free Workplace Certificate*

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a

controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Confirmed

10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
020-2023, Purchase of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower;

- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Confirmed

11. E-Verify Affirmation Statement*

020-2023-Purchase of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Confirmed

12. Bidder's Checklist*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

Confirmed

13. Clarifications and Exceptions*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

N/A

14. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

FEDERAL IDENTIFICATION NO. (FEID)*

Please provide your FEIN number here.

246387942968

ACKNOWLEDGMENTS*

- A. This sworn statement is submitted with 020-2023.
- B. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record

relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

D. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

E. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Confirmed

PLEASE INDICATE WHICH STATEMENT APPLIES.*

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.

REQUIRED DOCUMENTS

PROPOSAL DOCUMENT REPORT

ITB No. 020-2023

Purchase of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower

Please upload your Final Order if you selected Option 3 or Option 4 above.

City_of_Lake_City-Boom_Mower-Sickle_Bar_Mower.pdf

DESCRIBE ACTION TAKEN

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

No response submitted

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Purchase and delivery of Skid Steer Boom Arm Mower with a 48" Cyclone Rotary Mower and a 9' Sickle Bar Mower	1	EA	\$47,950.00	\$47,950.00
TOTAL					\$47,950.00

Quote Summary

Prepared For:
 City Of Lake City
 FL
 Home: 386-758-5407

Prepared By:
 David Scerbo
 Ag-Pro
 692 Sw Arrowhead Terrace
 Lake City, FL 32024
 Phone: 386-487-6444
 dscerbo@agproco.com

Quote Id: 29746248
Created On: 06 October 2023
Last Modified On: 25 October 2023
Expiration Date: 31 October 2023

Equipment Summary	Selling Price	Qty	Extended
ETERRA 04R040 RAPTOR	\$ 47,950.00 X	1 =	\$ 47,950.00

Equipment Total **\$ 47,950.00**

Quote Summary

Equipment Total	\$ 47,950.00
Dealer services	\$ 200.00
SubTotal	\$ 48,150.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 48,150.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 48,150.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 29746248

ETERRA 04R040 RAPTOR

Hours: 0

Stock Number:

Code	Description	Qty
1	ETERRA BOOM MOWER WITH 9' SICKLE BAR MOWER	1

Other Charges

Freight	1
Market Development Fee	1
Setup	1

File Attachments for Item:

3. IT Department is requesting approval to move funds from 001.07513-060.64 to 001.07.513-030.46 in the amount of \$125,000.00 for a VxRail for the PD Network which was budgeted in FY24; however, the item was completed in FY23 via P O No. 2023-0898. Additional critical services totaling \$111,000.00, based on FY23 figures, were found to have not been budgeted correctly for FY24. By approving this request, the critical services will be covered as well, and other unforeseen increases.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT:
Request to move funds

DEPT / OFFICE:
Information
Technology

Originator: Matt Saylor		
City Manager Demetrius Johnson	Department Director Matt Saylor	Date 12/12/23
Recommended Action: Move funds from G/L64 to G/L46 within the IT budget		
<p>Summary Explanation & Background: A line item in the IT budget under G/L 64 in the amount for \$125,000 for a VxRail for the PD Network was incorrectly added for FY24. That item was completed in FY23 under PO 2023-0898.</p> <p>Additional critical services were found to have not been budgeted correctly for renewal for FY24. Those services total \$111,000 based off of FY23 and are as follows:</p> <ul style="list-style-type: none"> - Veeam Backup and recovery -\$9,000.00 - Rapid 7 SIEM -\$21,000.00 - Kemp load balancing -\$7,000.00 - Barracuda email archiving -\$4,000.00 - Dell EMC Server Support (3yr) -\$70,000.00 <p>IT is requesting that the funds for the PD VxRail be moved from 001.07.513-060.64 to 001.07.513-030.46 to cover those expenses and any other unforeseen increases.</p>		
Alternatives: None		
Source of Funds: Already in budget		
Financial Impact: None		
Exhibits Attached:		

File Attachments for Item:

4. City Council Resolution No. 2023-142 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an amended agreement with Flock Group, Inc. for the purchase and use of Flock safety software and hardware at an annual price not-to-exceed \$93,600.00; providing for severability; providing for conflicts; and providing for an effective date.

MEETING DATE
12-4-23

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Flock Group Inc-Amendment to Resolution 2023-024

DEPT / OFFICE: Lake City Police Department

Originator:
Chief Gerald Butler *GB*

City Manager Demetrius Johnson-Interim City Mgr.	Department Director Chief Gerald Butler	Date 11-21-23
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Recommended Action:
The original one-year agreement with Flock shows a cost of \$2500.00 per License Plate Reader (LPR). After January 1, 2024, cost will increase to \$3000.00 per camera.

Lake City Police Department wishes to lock in a cost, per LPR, of \$2500.00, per Flock’s offer and seeks Council’s approval to sign a five-year agreement with Flock to lock in the lower price.

New annual cost would be \$93,600. Current FY 24 budget is \$100,000.00 under 001.11.521-060.64 Capital Outlay Machinery & Equipment. The remainder of the funds will be used as locations for additional LPRs as identified.

Summary Explanation & Background:
As the Flock safety system has proven to be a successful tool to combat crime and provide safety to the community by using automated license plate readers and gunshot detection device, the Department wishes to lock in the lower cost, as offered by Flock. Currently, eleven (11) LPRs are being utilized. Four (4) additional LPRs would be purchased now that Columbia County Sheriff’s Office has advised where they are putting LPRs.

Alternatives:
Pay increased cost, per LPR

Source of Funds:
FY 24

Financial Impact:
\$500.00 savings, per LPR, per year for 5 years

Exhibits Attached:

1. City Council Resolution 2023-024 with original Flock Agreement
2. Flock Safety 60 month (5-year) Lease Agreement

TJK/alj
03/13/2023

CITY COUNCIL RESOLUTION NO. 2023-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH FLOCK GROUP, INC. FOR THE PURCHASE AND USE OF FLOCK SAFETY SOFTWARE AND HARDWARE AT AN ANNUAL PRICE NOT-TO-EXCEED \$81,350.00; PROVIDING FOR AN EXCEPTION TO THE COMPETITIVE PROCUREMENT OF THE COMMODITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake City, Florida (hereinafter the "City") by and through the Lake City Police Department (hereinafter the "LCPD") has determined a need for real-time accurate information needed to save the lives of citizens and first responders, reduce casualties, and speed LCPD's ability to respond to threats within the City; and

WHEREAS, the City Administration has identified a need to purchase software and hardware necessary to provide the situational awareness solution for automatic license plates, video and audio detection, and recording data to provide notifications to the LCPD; and

WHEREAS, Section 2-178(g)(2) of the City Code permits the City to enter into an agreement for the acquisition of services and commodities excepting the necessity of competitive bidding when there is a finding that competitive bids are not feasible; and

WHEREAS, the City Council finds that there is only one provider of the software and hardware and Flock Group, Inc. (hereinafter "Flock") is the sole source provider; and

WHEREAS, the City's administration recommends that the procurement award be awarded to Flock at an annual price not to exceed eighty-one thousand,

three hundred fifty dollars and zero cents (\$81,350.00) (hereinafter the "Contract Price"); and

WHEREAS, the City Council finds that it is in the City's best interest to award the procurement contract to Flock pursuant to the terms, provisions, conditions, and requirements of the City's standard purchasing order (hereinafter the "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 hereby made a part of this resolution.

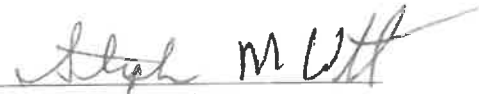
Section 2. Flock is awarded the procurement contract as the sole source provider and in accordance with the referenced Contract.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Contract 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 Flock, to exceed the Contract Price. The Mayor is authorized and directed to execute and deliver the Contract in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Flock shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. This resolution shall take effect immediately upon adoption.

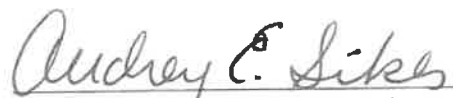
PASSED AND ADOPTED at a meeting of the City Council this 21st day of
March 2023.


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

flock safety

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Customer") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Customer: FL - Lake City PD
Address: 225 Nw Main Blvd
Lake City, Florida 32055

Contact Name: Andy Miles

Phone: (386) 758-5421

E-Mail: milesa@lclapd.com

Billing Contact:

Expected Payment Method:

(if different than above)

Initial Term: 12
Renewal Term: 12 Months

Pilot period: First 90 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period.
Billing Term: Annual payment due Net 30 per terms and conditions

Billing Frequency: 1 year invoices broken into 3 payments. 1st invoice: All professional services/implementation costs and 50% of Annual Recurring Subtotal. 2nd Invoice: 25% of Annual Recurring Subtotal. 3rd Invoice: 25% of Annual Recurring Subtotal. Annual payment at annual subscription term date invoiced for the remainder of subscription term after initial 12 months.

Flock Group Inc.

Order Form

This proposal expires in 30 days.

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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	11.00	\$3,850.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	11.00	\$27,500.00
Raven Audio Detection Device - 1mi	\$25,000.00	2.00	\$50,000.00

Subtotal Year 1:	\$81,350.00
Subscription Term:	12 Months
Annual Recurring Total:	\$77,500.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$81,350.00

Flock Group Inc.

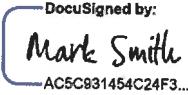
Order Form

This proposal expires in 30 days.


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By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc

By: 
AC6C931454C24F3...
Name: Mark Smith
Title: General Counsel
Date: 3/28/2023

Customer:

By: 
Name: Stephen M. Witt
Title: Mayor
Date: 3/24/2023

Flock Group Inc.

Order Form

This proposal expires in 30 days.

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GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.2 “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.3 “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.4 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.5 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.6 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

Flock Group Inc.

Order Form

This proposal expires in 30 days.

flock safety

- 1.7 **“Embedded Software”** means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.
- 1.8 **“Falcon Flex”** means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.
- 1.9 **“Flock Hardware”** means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.
- 1.10 **“Flock IP”** means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.
- 1.11 **“Flock Safety Falcon™”** means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.12 **“Flock Safety Raven™”** means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.
- 1.13 **“Flock Safety Sparrow™”** means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.14 **“Footage”** means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.
- 1.15 **“Hotlist(s)”** means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
- 1.16 **“Implementation Fee(s)”** means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.
- 1.17 **“Installation Services”** means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.
- 1.18 **“Non-Agency End User(s)”** means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.
- 1.19 **“Services”** or **“Flock Services”** means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.20 **“Support Services”** means Monitoring Services, as defined in Section 2.10 below.
- 1.21 **“Usage Fee”** means the subscription fees to be paid by the Agency for ongoing access to Services.
- 1.22 **“Web Interface”** means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.
- 1.23 **“Wing Suite”** means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.
- 1.24 **“Wing Livestream”** means real-time video integration with third-party cameras via the Flock interface.
- 1.25 **“Wing LPR”** means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.
- 1.26 **“Wing Replay”** means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.
- 1.27 **“Vehicle Fingerprint™”** means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”).

Flock Group Inc.

Order Form

This proposal expires in 30 days.

flock safety

Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-Party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.4 Usage Restrictions.

2.4.1 Flock IP. The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension.

2.6.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the

Flock Group Inc.

Order Form

This proposal expires in 30 days.

flock safety

Services for anything other than the Permitted Purpose (“*Service Suspension*”). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.6.2 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware (“*Designated Location*”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“*Reinstalls*”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“*Agency Installation Obligations*”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully

Flock Group Inc.

Order Form

This proposal expires in 30 days.

flock safety

obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.7.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.10 Special Terms. From time to time, Flock may offer certain Special Terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect

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to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third Party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third Parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third Party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.4. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7)

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days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1. Fees. Agency shall pay the fees as set forth in the Order Form.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had due to such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "Term"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

a. **For Wing Suite products:** the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. **For Falcon and Sparrow products:** the Term shall commence upon first installation and validation of Flock Hardware.

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- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("*No-Fee Term*"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 10.1 and 10.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

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7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

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9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 Governing Law: Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

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10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

11. PUBLIC RECORD REQUESTS

11.1. Keep and maintain public records required by the public agency to perform the service.

11.2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

11.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

11.4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-719-5756, CITYCLERK@LCFLA.COM, 205 N. MARION AVE., LAKE CITY, FLORIDA 32055.

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Flock Safety + FL - Lake City PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Stephen Johnston
stephen.johnston@flocksafety.com
(470) 627-5704



**EXHIBIT A
ORDER FORM**

Customer: FL - Lake City PD
 Legal Entity Name: FL - Lake City PD
 Accounts Payable Email: butlerg@lcfla.com
 Address: 225 Nw Main Blvd Lake City, Florida 32055

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products
 Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$91,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	15	Included
Flock Safety Falcon® Flex	Included	1	Included
Flock Safety Audio Products			
Flock Safety Raven® - 1mi	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	4	\$2,600.00
		Subtotal Year 1:	\$93,600.00
		Annual Recurring Subtotal:	\$91,000.00
		Discounts:	\$137,500.00
		Estimated Tax:	\$0.00
		Contract Total:	\$457,600.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.
Flock Safety Raven®	An audio detection device that provides real-time alerting to law enforcement based on programmed audio events.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$93,600.00
Annual Recurring after Year 1	\$91,000.00
Contract Total	\$457,600.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$137,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: FL - Lake City PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

CITY COUNCIL RESOLUTION NO. 2023-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AMENDED AGREEMENT WITH FLOCK GROUP, INC. FOR THE PURCHASE AND USE OF FLOCK SAFETY SOFTWARE AND HARDWARE AT AN ANNUAL PRICE NOT-TO-EXCEED \$93,600.00; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake City (hereinafter the “City”) previously entered into an Agreement with Flock Group Inc. (hereinafter “Flock”) on or about March 28, 2023 (hereinafter the “Original Agreement”) through City Council Resolution No. 2023-024; and

WHEREAS, pursuant to the Original Agreement, Flock agreed to provide the City with software and hardware necessary to provide situational awareness solution for automatic license plates, video and audio detection, and recorded data to provide notifications to the Lake City Police Department; and

WHEREAS, the City desires to lock in a cost per license plate reader of \$2,500.00, for five years, to avoid an increase to \$3,000.00 per license plate reader in January 2024; and

WHEREAS, the City and Flock desire to amend the Original Agreement to reflect the aforementioned changes; and

WHEREAS, the City Council has determined it is in the City’s best interest to authorize the Mayor to execute the *First Amendment to the Flock Group Inc. Services Agreement Order Form* (hereinafter the “First Amendment”), a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA AS FOLLOWS:

Section 1. The Lake City Council hereby authorizes the Mayor to execute the First Amendment and is authorized to execute any and all documents necessary to effectuate the same.

Section 2. The City will accept and adhere to the responsibilities concerning the City as outlined in the First Amendment.

Section 3. If any word, phrase, clause, paragraph, section or provision of this Resolution or the application hereof to any person or circumstances is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the resolution which can be given without the valid or unconstitutional provisions or application, and to this end the provisions of this

Resolution are declared severable.

Section 4. All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall become effective immediately upon final adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of December 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

**FIRST AMENDMENT TO THE FLOCK GROUP INC.
SERVICES AGREEMENT ORDER FORM**

THE FIRST AMENDMENT TO THE FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM (hereinafter the “First Amendment”), is effective as of December __, 2023 (hereinafter the “Effective Date”), by and between the City of Lake City, Florida, a municipal corporation (hereinafter the “City”) and Flock Group, Inc. (hereinafter “Flock”).

WHEREAS, on or about March 28, 2023, the City and Flock entered into that certain Flock Group Inc. Services Agreement Order Form (hereinafter the “Original Agreement”), pursuant to which Flock agreed to provide the City with software and hardware necessary to provide situational awareness solution for automatic license plates, video and audio detection, and recorded data to provide notifications to the Lake City Police Department; and

WHEREAS, pursuant to the Original Agreement, the initial term was for twelve (12) months for a total contract amount of \$81,350.00; and

WHEREAS, the City desires to lock in a cost per license plate reader of \$2,500.00, for five years, to avoid an increase to \$3,000.00 per license plate reader in January 2024; and

WHEREAS, the City and Flock desire to amend the Original Agreement to reflect the aforementioned changes; and

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained and agreed to be kept, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows:

1. **Amendment to Annual Cost.** The Original Agreement is hereby amended to reflect an annual cost of \$93,600.00 for year one and \$91,000.00 as an annual recurring subtotal for years two through five.
2. **Amendment to Term.** The Original Agreement is hereby amended to reflect a term of sixty months (60), beginning at the conclusion of the initial twelve (12) month Flock Agreement approved by City Council Resolution 2023-024.
3. **No Other Modifications.** Except as modified and extended herein, the Original Agreement shall continue to be in full force and effect on its original terms. The Original Agreement and this First Amendment shall collectively known as the Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective names to this First Amendment to be effective as of the Effective Date.

Flock Group Inc.

Mark Smith, General Counsel

Date

City of Lake City, Florida

Stephen M. Witt, Mayor

Date

File Attachments for Item:

5. City Council Resolution No. 2023-143 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with Bio-Tech Consulting, LLC; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Civil Engineer/Environmental Engineering Services

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Dee Johnson	Department Director	Date 11/22/2023
Recommended Action: Establish contracts for Civil & Environmental Engineering Services.		
Summary Explanation & Background: RFQ-017-2023 Civil Engineer/Environmental Engineering Services solicitation was from September 25, 2023, to October 23, 2023. The evaluation committee was held on November 13, 2023, in which they reviewed all proposals and ranked them based on the criteria. The committee members agreed with the final rankings and to move forward with these firms for Engineering Services: GSE Engineering and Consulting, eda consultants inc, Chen Moore and Associates, Gmuer Engineering, Wetland Solutions Inc, Pitman Engineering LLC, Tocol Engineering, and Bio-Tech Consulting Inc. By establishing contracts with multiple engineering firms this will give the City a full spectrum of engineering services. Task assignments will be assigned for each engineering project.		
Alternatives: Do a solicitation each time for projects needing Engineering Services.		
Source of Funds:		
Financial Impact:		
Exhibits Attached: (RFQ-017-2023) Consensus Scorecard, Evaluation Committee Meeting, Solicitation		

RFQ-017-2023 CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

Vendor	1. Project Team	2. Firm Capabilities	3. Prior Experience	4. References	5. Project Approach	6. Work Location	Total Score
Bio-Tech Consulting, Inc.	13.67	15.33	14.33	8	9	9.33	69.66
Chen Moore and Associates	14	15	14.33	9	12.33	9.67	74.33
eda consultants, inc.	15	13.67	15.33	9	12	10	75
Gruer Engineering	15	12.33	15.67	9	12.33	10	74.33
GSE Engineering and Consulting	14.67	15	14.33	9	12	10	75
Pitman Engineering LLC	14	12.33	14.33	9	11.33	9.33	70.32
Tocoi Engineering	14.33	14.33	14.33	9	11.33	7	70.32
Wetland Solutions, Inc	15.33	11.33	15.33	9	11.67	10	72.66

Evaluation Committee Meeting
RFQ-017-2023
Civil Engineer/Environmental Engineering Services
November 13, 2023 @ 10:30 a.m.

The Evaluation Committee was held on Monday, November 13, 2023 in the Conference Room located on the second floor of City Hall, 205 North Marion Avenue, beginning at 10:30 a.m.

Committee Members:

Joshua Wehinger, Fire Chief
Gerald Butler, Police Chief
David Young, Growth Management Director

Also in Attendance:

Brenda Karr, Procurement Analyst
Angel Bryant, Procurement Specialist
Doy Ramdass, Toco Engineering
Brian Pitman, Pitman Engineering

Individual scoring sheets were returned to committee members as well as a copy of the composite of all scoring sheets.

An open discussion was conducted regarding the proposals.

The committee members all agreed with the final ranking.

It was decided to move forward and present to Council for consent to move forward with all 8 (eight) firms.

The above is my best understanding of items discussed.



Brenda Karr, Procurement Analyst

** An audio recording is available for this meeting.

REQUEST FOR PROPOSAL

RFQ-017-2023

CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RELEASE DATE: September 25, 2023

DEADLINE FOR QUESTIONS: October 9, 2023

RESPONSE DEADLINE: October 23, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
REQUEST FOR PROPOSAL
Civil Engineer/Environmental Engineering Services

I. The City of Lake City Florida.....

II. Introduction.....

III. Scope of Work

IV. Format and Content.....

V. Evaluation Criteria

VI. Terms and Conditions

VII. Vendor Questionnaire.....

1. The City of Lake City Florida

1.1. [Request for Proposal](#)

RFQ-017-2023

Civil Engineer/Environmental Engineering Services

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, ProcureNow, until 2:00 pm, local time, on Monday, October 23, 2023. Proposals delivered by any other means will not be considered by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

At the time of the proposal opening, only the names of the respondents will be read aloud.

Request for additional information or clarifications shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Monday, October 9, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal.

It will be the sole responsibility of the Proposer to contact the Procurement Department prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda must be accessed through ProcureNow.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

The City of Lake City reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

CITY OF LAKE CITY, FLORIDA

Paul Dyal
City Manager

2. Introduction

2.1. Summary

In accordance with the Consultants' Competitive Negotiation Act (Florida Statutes 287.055) the City of Lake City, Florida ("City") is seeking Qualifications from Firms for Civil Engineering Services for small projects within the City. Services will be on an as-needed basis for small projects to be coordinated with the Public Works or Utility Departments. However, other City departments may require and access services as well during the term of the contract. Federal requirements may be applicable to task orders issued for projects under the awarding Continuing Services Contracts. There are no small projects defined at this time.

2.2. Background

The City of Lake City is approximately 12.4 square miles in size and serves a population of approximately 12,000. The City of Lake City is an urban city located in Columbia County, Florida, a rural community.

The legislative branch of the City is composed of an elected five-member City Council consisting of the Mayor and four council members. The City Council is governed by the City Charter and by state and local laws and regulations.

The City of Lake City operates under a City Council-City Manager form of government and provides a full range of municipal services including: general government administration, law enforcement and fire protection, community redevelopment, stormwater management, sanitation and solid waste, as well as construction and maintenance of infrastructure, recreational, and other cultural facilities. The City also operates a municipal airport.

2.3. Contact Information

Brenda Karr

Procurement Analyst
205 North Marion Avenue
Lake City, FL 32055
Email: karrb@lcfla.com
Phone: [\(386\) 758-5407](tel:(386)758-5407)

Department:

Procurement

2.4. Timeline

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Note: Dates are subject to change. TBD = to be determined. NLT = no later than.

Issue RFP Notice	September 25, 2023
-------------------------	--------------------

Last Date for Receipt of Written Questions	October 9, 2023, 4:00pm
Question Response Deadline	October 16, 2023, 4:00pm
Addendum Issued (If Applicable)	October 18, 2023
Proposal Due Date	October 23, 2023, 2:00pm
Evaluation Committee Meeting	November 6, 2023

3. Scope of Work

3.1. Scope of Work

The City of Lake City is seeking proposals from qualified and experienced firms, licensed to practice in the State of Florida, with demonstrated skills and experience in Civil and Environmental Engineering.

3.2. Important Instructions for Electronic Submittal

The City is accepting electronic bid submissions. Bidders shall create a FREE account by signing up through our e-Procurement Portal at <https://procurement.opengov.com/portal/lcfla>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

3.3. Scope of Services

The Scope of Services included full spectrum civil engineering services to support the City's mission. The Scope of services may include but is not limited to:

1. Bid preparation (ADA compliant documents), technical specification development, cost estimating, project management, and construction monitoring;
2. Structural Engineering, Construction Engineering, & Inspection Services, such as administration and inspection of various construction projects to include roadway, utility and facilities, including proper recording analysis and reporting as required by the City;
3. Geotechnical Services, Topographic Mapping and Specific Purpose Surveys, topographic surveys using laser scanner technology of areas adjacent to the right of way with restricted access, e.g. railroad crossings;
4. Stormwater engineering, Stormwater facility design and management, calculation and development of stormwater management reviews;
5. Facility Engineering, such as general civil engineering services related to site development of public properties including design (such as park design), construction, renovations & rehabilitation, building & property site assessments, sustainability & energy efficiency design;
6. Landscape, hardscape, and irrigation design; park facility master planning; park and recreational facilities design, bicycle and pedestrian path design; integration of parks, landscaped and open spaces and recreational facilities;
7. Permitting design for state and federal agencies, including but not limited to SRWMD, DEP, FDOT and State Health Department;
8. Aquatic environmental engineering, construction, regulatory permitting, ecosystem restoration, regional sand management, environmental impact studies, environmental support services, and other related engineering services;
9. Roadway design, such as engineering services and design of arterial, collector, and local roadways including all ancillary components normally required: such as streetscapes, sidewalks. Design of bridges

and minor bridges, drainage and culverts associated with roadways, ability to inspect and provide roadway assessment reports, traffic concerns, street rehabilitation, reconstruction, and resurfacing;

10. Public works inspections, parking lots, parking spaces and capital improvement plans, feasibility and engineering studies.

3.4. Contract

The selected firm(s) or individual(s) will enter into a basic Contract for Civil/Environmental Engineering Services with the City and will provide services to the City under Task Assignments to the basic Contract. The contract term will be for a three (3) year period, with two (2) additional one (1) year extensions under the same terms and conditions upon mutual agreement of the City and the Engineering firm(s).

Task assignments to a basic contract may include engineering services as they relate to design and permitting of public works, utilities, recreational, aquatic environmental, landscape architecture, environmental impact assessments, site assessments, surveying, mitigation, etc.

The proposals must include the following:

Cover Letter (2 pages maximum).

There is no page limit to proposal.

All pages shall be single sided.

The name, address and telephone number of one (1) individual who will serve as the Project / Program Manager to whom all future correspondence and/or communications will be directed.

Firm background, including past experience on public work, utilities, recreational, aquatic environmental, and landscape architecture projects.

Statement of relevant qualification and experience of the firm and staff, including resumes of the Project / Program Manager and key staff members; current workload and record of similar professional accomplishments. References from at least five (3) projects.

Evidence of the interest firm's or individuals ability to provide the following insurance coverage, either under existing policies or by virtue of a project specific policy: (A) Professional Liability - \$1,000,000; (B) Automobile Liability - \$500,000 CSL; (C) Worker's Compensation – Statutory/\$100,000; and (D) Comprehensive General Liability - \$1,000,000 CSL.

3.5. Selection Process/Criteria

Representatives from the City of Lake City will review the proposals. In reviewing the proposals, the selection criteria will include (but not limited to) the following:

1. Project Team (Identify the project principal, the project manager, and key staff. Describe briefly how the team's qualifications and experience relate to specific project.)

- Qualifications and relevant individual experience.

- Unique knowledge of key team members relating to the project.
- Experience on projects as a team.
- Key staff involvement in project management and on-site presence.
- Time commitment or key staff.
- Qualifications and relevant subconsultant experience.

2. Firm Capabilities

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated?
- Current and projected work load

Note: Organization charts or graphs may be included to show your capacity.

3. Prior Experience (Use this portion of your submittal to describe relevant experiences with project types described in this RFQ document and various services to be provided)

- Experience of the key staff and firm with projects of similar scope and complexity.
 - Demonstrated success on past projects of similar scope and complexity.
- Note: Include the name, telephone number, and email of the project manager for every project listed.

4. References

- 10 references or more -10 points
- 8 to 9 references -8 points
- 6 to 7 references -6 points
- 4 to 5 references -4 points
- 3 references- 2 points
- Less than 3 references- 0 points

5. Project Approach

- Budget methodology/cost control.

Establish and maintain estimates of probable cost within department's established budget. Control consultant contract

costs. Co
ordinate value engineering activities.

- Quality control methodology.
Insure City Policies and Procedures are followed. Insure
the project is designed for durability and maintainability.

- Schedule maintenance methodology.
Manage the required work to meet the established schedule.

6. Work Location

- Proximity of firm's office as it may affect coordination with the City's projects and potential locations.
- Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.

The City of Lake City reserves the following rights:

- To select a Civil Engineer based solely on the quality of the proposal (Statement of Qualifications).
- To prepare a short-list of qualified firms and to interview these firms, as deemed necessary to select a civil/environmental engineer.
- To re-advertise or terminate this request at any time.
- To reject any and all proposals, to waive any information of irregularities in the proposal process, and to make and award the contract in the best interest of the City.

The City of Lake City is not responsible for any costs incurred in the preparation and submission of Proposals by interested companies.

4. Format and Content

4.1. Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected.

4.2. Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing or submitting proposals including presentations and any other expenses called for in this Request for Proposal.

4.3. Proprietary Information

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement department with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

- B. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Lake City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.4. Requirements

- A. Proposals will be evaluated based on the information provided in the response. All documents should be 8 1/2 x 11 format.
- B. A cover letter, not to exceed three (2) additional pages, may also be included in the proposal. Qualification documents that exceed this length will be considered non responsive and will not be evaluated.
- C. During this process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Proposals must include a Table of Contents which provides clear identification of the material by section.

4.5. [Delivery of Proposals](#)

Proposals shall be submitted via the City's e-Procurement Portal. All Proposals submitted must be received in the Procurement Department by the time specified in this solicitation. It is the sole responsibility of the Proposer to ensure that Proposals are received by the due date and time. The City shall not be responsible for delays caused by any occurrence. Proposals received following the Proposal Due Date will not be considered.

4.6. [Evaluation Criteria](#)

An Evaluation Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein. The information that will be considered and relative scoring for each criterion is identified in the "[Evaluation Criteria](#)" section of the solicitation.

The scoring mechanism will be used by individual Evaluation Committee members to rank firms. Ranks from all Evaluation Committee members will then be summed for each Proposer in order to establish the overall rank order.

4.7. [Proposal Evaluation Committee and Evaluation Process](#)

A. Evaluation Committee

An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal.

B. Presentations

The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

C. Award without Presentations

The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

D. Ranking

The Committee will evaluate and rank the Proposers as set forth in the preceding section

entitled "Evaluation Criteria" and submit the proposed rank order to the Director of Procurement.

E. Authority to Award

Contracts negotiated as a result of this RFP will be presented to City Council for final award.

F. Reserved Rights

1. The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.
2. The City does not guarantee the award of any Contract as a result of this solicitation process.

5. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	1. Project Team <ul style="list-style-type: none"> • Qualifications and relevant individual experience. • Unique knowledge of key team members relating to the project. • Experience on projects as a team. • Key staff involvement in project management and on-site presence. • Time commitment or key staff. • Qualifications and relevant subconsultant experience. 	Points Based	20 <i>(20% of Total)</i>
2.	2. Firm Capabilities <ul style="list-style-type: none"> • Are the lines of authority and coordination clearly identified? • Are essential management functions identified? • Are the functions effectively integrated? • Current and projected work load . 	Points Based	20 <i>(20% of Total)</i>
3.	3. Prior Experience <ul style="list-style-type: none"> • Experience of the key staff and firm with projects of similar scope and complexity. • Demonstrated success on past projects of similar scope and complexity. 	Points Based	20 <i>(20% of Total)</i>

4.	<p>4. References</p> <p>Will be based on references submitted as part of RFQ, but can include clients not submitted.</p> <ul style="list-style-type: none"> • 10 references or more -10 points • 8 to 9 references -8 points • 6 to 7 references -6 points • 4 to 5 references -4 points • 3 references - 2 points • Less than 3 references- 0 points 	Points Based	10 <i>(10% of Total)</i>
5.	<p>5. Project Approach</p> <ul style="list-style-type: none"> • Budget methodology/cost control. • Quality control methodology. • Schedule maintenance methodology. 	Points Based	15 <i>(15% of Total)</i>
6.	<p>6. Work Location</p> <ul style="list-style-type: none"> • Proximity of firm's office as it may affect coordination with the City's projects and potential locations. • Firm's familiarity with the project area. • Knowledge of the local labor and material markets. 	Points Based	15 <i>(15% of Total)</i>

6. Terms and Conditions

6.1. CDBG Guidelines

Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

6.2. Contract Award

An award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP.

6.3. Questions Regarding the Solicitation or Proposal Process

To ensure fair consideration for all Proposers, the City prohibits communication to or with any officer, elected official (including the Mayor and City Council), department, division, office or employee of the City, and any Evaluation Committee members during the solicitation process from the date of issuance of the RFP through award, except as provided below.

All communications relating to this RFP between Proposer (or anyone on Proposer's behalf) and the City must be made through the Procurement Department. Any communications in violation of this provision may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future Proposal.

Any questions relative to interpretation of the solicitation or the Proposal process shall be submitted via the City's e-Procurement Portal. Questions must be received by the Procurement Department on or before the cut-off date for questions as specified in the Proposal Schedule. Questions received after the cut-off date as specified in the Proposal Schedule will not be considered.

Any interpretation made to prospective Proposers will be answered through the City's e-Procurement Portal or expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all persons on record as following this RFP, no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

It will be the responsibility of the Proposer to acknowledge and confirm receipt of all addenda in the City's e-Procurement Portal.

6.4. Additional Information

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City.

6.5. Addendum to Request for Proposals

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Procurement Department will furnish the revision by written Addendum.

6.6. Execution of Contract

Unless such time is extended by the City, the successful Proposer shall, within ten (10) calendar days after Notice of Award is issued by the City of Lake City, Procurement Department, sign and enter into a Contract with the City, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

6.7. Proposer's Guarantee

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

6.8. Indemnification

The Respondent agrees to indemnify and hold the City harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents In the event the completion of a project awarded pursuant to this RFP(to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from any and all increased expenses resulting from such delay.

6.9. Insurance Requirements

The Proposer will be required to furnish evidence of the following insurance coverage by a licensed Florida Company.

- A. Without limiting Proposer's indemnification, it is agreed that the successful Proposer will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Proposer's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
 1. Professional liability insurance to provide coverage of not less than one million dollars (\$1,000,000).

2. Workers' compensation insurance to apply for all employees of the contractor, sub-contractors and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
 3. Commercial General Liability insurance to provide coverage of not less than one million dollars (\$1,000,000) combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
 4. Comprehensive Automobile Liability Insurance covering all owned, hired and non- owned vehicles with coverage limits not less than one hundred thousand dollars (\$100,000) per person, three hundred thousand dollars (\$300,000) per occurrence and one hundred thousand dollars (\$100,000) property damage.
- B. The official title of the owner is "City of Lake City". This official title will be used in all insurance documentation.

6.10. Proof of Insurance

The Proposer will furnish to the Procurement Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract. If the initial insurance expires before the completion of the work, renewal Certificates of Insurance will be furnished thirty (30) days before the date of their expiration. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days' notice of cancellation and / or restriction.

7. Vendor Questionnaire

7.1. [Proposal Requirements*](#)

Did you read through and confirm that you met all of the proposal requirements including in the sections:

- Yes
 No

*Response required

7.2. [Statement of Qualification Document*](#)

Please upload your COMPLETE Statement of Qualifications

*Response required

7.3. [Documents Requiring Notorization*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Public Entity Crimes Statem...](#)
- [Drug Free Workplace Certifi...](#)
- [Non-Collusion Affidavit.pdf](#)
- [Conflict of Interest Statem...](#)

*Response required

7.4. [Disputes Disclosure Form*](#)

Answer the following by selecting which, if any, pertain to your organization. . If you answer "YES", please explain in the Disputes Disclosure Explanation question. If you answer None of the Above, please type "N/A" in the Disputes Disclosure Explanation question.

Select all that apply

- Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- None of the Above

*Response required

7.5. [Statement of Qualification Document*](#)

Please upload your Complete Statement of Qualifications.

Please confirm

*Response required

7.6. [E-Verify Affirmation Statement](#)

Please download the below documents, complete, and upload.

- [E-VERIFY AFFIRMATION STATEM...](#)

CITY COUNCIL RESOLUTION NO. 2023-143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH BIO-TECH CONSULTING, LLC; PROVIDING FOR ENGINEERING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to engage a firm to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the "Services"); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals (“RFQ” or “RFQ 017-2023”); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended BIO-TECH CONSULTING, LLC, (hereinafter “BIO-TECH”) to the City Council; and

WHEREAS, the City Council and BIO-TECH desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the “Continuing Contract”), to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

WHEREAS, the Continuing Contract is defined in Section 287.055(2)(g), Florida Statutes, and is subject to being terminated as provided for in the Continuing Contract; and

WHEREAS, the City Council finds it is in the best interest of the City to

execute the Continuing Contract with BIO-TECH.

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 hereby made a part of this resolution.

Section 2. The City is hereby authorized to execute the Continuing Contract with BIO-TECH for consulting services for the City.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Continuing Contract 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 the Continuing Contract 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. Execution by the Mayor and BIO-TECH shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND
BIO-TECH CONSULTING, LLC**

THIS CONTRACT made and entered into this ____ day of _____ 202__ by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and BIO-TECH CONSULTING, LLC, a Florida Profit Limited Liability Company, having a principal address of 3025 E S ST, ORLANDO, FL 32803 (herein referred to as "Contractor").

WHEREAS, the City desires to retain a contractor to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the "Services"); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals ("RFQ" or "RFQ 017-2023"); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended the Contractor to the City Council as the most qualified; and

WHEREAS, the Contractor desires to render the services as described hereinbelow, and has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the City desires to enter into a continuing contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

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 Contract.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of the Request for Proposals 017-2023 and all Addendums (hereinafter collectively referred to as "RFQ-017-2023" or "RFQ"), all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means BIO-TECH CONSULTING, LLC, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means, that the Contractor shall provide professional engineering services, all to be performed by Contractor or sub-contractors the Contractor may engage to provide, perform and complete the services required pursuant to the covenants, terms, and provisions of this Contract, any and all amendments to this Contract, and task assignments consistent with this Contract.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and within the RFQ.

4. **Term of Contract:** The term of this Contract shall be as follows:

(a) The term of this Contract shall be for three (3) years. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives.

The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Contractor for its services within thirty (30) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Contractor shall resolve any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in furtherance of this Contract.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following

insurance coverages to the City Procurement Department prior to the commencement of work:

- (a) Comprehensive general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- (b) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$500,000.00 per occurrence and \$1,000,000.00 property damage and personal injury; and
- (c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and
- (d) Professional liability insurance for "errors and omissions" covering as insured the Contractor with not less than \$1,000,000.00 limit of liability.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10)

days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent Contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance

of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and

understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

11. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.

12. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

13. **Public Records:** The Contractor shall comply with all public records laws.

a. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**City Clerk, City of Lake City
205 North Marion Avenue**

Lake City, Florida 32055
1-386-752-2031

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the

contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

15. **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. 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(5)(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.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Request for Proposals (RFQ-017-2023) and all addendum, and all attachments thereto, and the Contractor's response to the RFQ, copies of which are available in the City Clerk's office. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and

be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, 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.

19. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

[Remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract 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 Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

BIO-TECH CONSULTING, LLC

By: _____

File Attachments for Item:

6. City Council Resolution No. 2023-144 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with Chen Moore and Associates, Inc.; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Civil Engineer/Environmental Engineering Services

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Dee Johnson	Department Director	Date 11/22/2023
Recommended Action: Establish contracts for Civil & Environmental Engineering Services.		
Summary Explanation & Background: RFQ-017-2023 Civil Engineer/Environmental Engineering Services solicitation was from September 25, 2023, to October 23, 2023. The evaluation committee was held on November 13, 2023, in which they reviewed all proposals and ranked them based on the criteria. The committee members agreed with the final rankings and to move forward with these firms for Engineering Services: GSE Engineering and Consulting, eda consultants inc, Chen Moore and Associates, Gmuer Engineering, Wetland Solutions Inc, Pitman Engineering LLC, Tocol Engineering, and Bio-Tech Consulting Inc. By establishing contracts with multiple engineering firms this will give the City a full spectrum of engineering services. Task assignments will be assigned for each engineering project.		
Alternatives: Do a solicitation each time for projects needing Engineering Services.		
Source of Funds:		
Financial Impact:		
Exhibits Attached: (RFQ-017-2023) Consensus Scorecard, Evaluation Committee Meeting, Solicitation		

RFQ-017-2023 CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

Vendor	1. Project Team	2. Firm Capabilities	3. Prior Experience	4. References	5. Project Approach	6. Work Location	Total Score
Bio-Tech Consulting, Inc.	13.67	15.33	14.33	8	9	9.33	69.66
Chen Moore and Associates	14	15	14.33	9	12.33	9.67	74.33
eda consultants, inc.	15	13.67	15.33	9	12	10	75
Gruer Engineering	15	12.33	15.67	9	12.33	10	74.33
GSE Engineering and Consulting	14.67	15	14.33	9	12	10	75
Pitman Engineering LLC	14	12.33	14.33	9	11.33	9.33	70.32
Tocoi Engineering	14.33	14.33	14.33	9	11.33	7	70.32
Wetland Solutions, Inc	15.33	11.33	15.33	9	11.67	10	72.66

Evaluation Committee Meeting
RFQ-017-2023
Civil Engineer/Environmental Engineering Services
November 13, 2023 @ 10:30 a.m.

The Evaluation Committee was held on Monday, November 13, 2023 in the Conference Room located on the second floor of City Hall, 205 North Marion Avenue, beginning at 10:30 a.m.

Committee Members:

Joshua Wehinger, Fire Chief
Gerald Butler, Police Chief
David Young, Growth Management Director

Also in Attendance:

Brenda Karr, Procurement Analyst
Angel Bryant, Procurement Specialist
Doy Ramdass, Toco Engineering
Brian Pitman, Pitman Engineering

Individual scoring sheets were returned to committee members as well as a copy of the composite of all scoring sheets.

An open discussion was conducted regarding the proposals.

The committee members all agreed with the final ranking.

It was decided to move forward and present to Council for consent to move forward with all 8 (eight) firms.

The above is my best understanding of items discussed.



Brenda Karr, Procurement Analyst

** An audio recording is available for this meeting.

REQUEST FOR PROPOSAL

RFQ-017-2023

CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RELEASE DATE: September 25, 2023

DEADLINE FOR QUESTIONS: October 9, 2023

RESPONSE DEADLINE: October 23, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
REQUEST FOR PROPOSAL
Civil Engineer/Environmental Engineering Services

I. The City of Lake City Florida.....

II. Introduction.....

III. Scope of Work

IV. Format and Content.....

V. Evaluation Criteria

VI. Terms and Conditions

VII. Vendor Questionnaire.....

1. The City of Lake City Florida

1.1. [Request for Proposal](#)

RFQ-017-2023

Civil Engineer/Environmental Engineering Services

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, ProcureNow, until 2:00 pm, local time, on Monday, October 23, 2023. Proposals delivered by any other means will not be considered by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

At the time of the proposal opening, only the names of the respondents will be read aloud.

Request for additional information or clarifications shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Monday, October 9, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal.

It will be the sole responsibility of the Proposer to contact the Procurement Department prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda must be accessed through ProcureNow.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

The City of Lake City reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

CITY OF LAKE CITY, FLORIDA

Paul Dyal
City Manager

2. Introduction

2.1. Summary

In accordance with the Consultants' Competitive Negotiation Act (Florida Statutes 287.055) the City of Lake City, Florida ("City") is seeking Qualifications from Firms for Civil Engineering Services for small projects within the City. Services will be on an as-needed basis for small projects to be coordinated with the Public Works or Utility Departments. However, other City departments may require and access services as well during the term of the contract. Federal requirements may be applicable to task orders issued for projects under the awarding Continuing Services Contracts. There are no small projects defined at this time.

2.2. Background

The City of Lake City is approximately 12.4 square miles in size and serves a population of approximately 12,000. The City of Lake City is an urban city located in Columbia County, Florida, a rural community.

The legislative branch of the City is composed of an elected five-member City Council consisting of the Mayor and four council members. The City Council is governed by the City Charter and by state and local laws and regulations.

The City of Lake City operates under a City Council-City Manager form of government and provides a full range of municipal services including: general government administration, law enforcement and fire protection, community redevelopment, stormwater management, sanitation and solid waste, as well as construction and maintenance of infrastructure, recreational, and other cultural facilities. The City also operates a municipal airport.

2.3. Contact Information

Brenda Karr

Procurement Analyst
205 North Marion Avenue
Lake City, FL 32055
Email: karrb@lcfla.com
Phone: [\(386\) 758-5407](tel:3867585407)

Department:

Procurement

2.4. Timeline

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Note: Dates are subject to change. TBD = to be determined. NLT = no later than.

Issue RFP Notice	September 25, 2023
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Last Date for Receipt of Written Questions	October 9, 2023, 4:00pm
Question Response Deadline	October 16, 2023, 4:00pm
Addendum Issued (If Applicable)	October 18, 2023
Proposal Due Date	October 23, 2023, 2:00pm
Evaluation Committee Meeting	November 6, 2023

3. Scope of Work

3.1. Scope of Work

The City of Lake City is seeking proposals from qualified and experienced firms, licensed to practice in the State of Florida, with demonstrated skills and experience in Civil and Environmental Engineering.

3.2. Important Instructions for Electronic Submittal

The City is accepting electronic bid submissions. Bidders shall create a FREE account by signing up through our e-Procurement Portal at <https://procurement.opengov.com/portal/lcfla>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

3.3. Scope of Services

The Scope of Services included full spectrum civil engineering services to support the City's mission. The Scope of services may include but is not limited to:

1. Bid preparation (ADA compliant documents), technical specification development, cost estimating, project management, and construction monitoring;
2. Structural Engineering, Construction Engineering, & Inspection Services, such as administration and inspection of various construction projects to include roadway, utility and facilities, including proper recording analysis and reporting as required by the City;
3. Geotechnical Services, Topographic Mapping and Specific Purpose Surveys, topographic surveys using laser scanner technology of areas adjacent to the right of way with restricted access, e.g. railroad crossings;
4. Stormwater engineering, Stormwater facility design and management, calculation and development of stormwater management reviews;
5. Facility Engineering, such as general civil engineering services related to site development of public properties including design (such as park design), construction, renovations & rehabilitation, building & property site assessments, sustainability & energy efficiency design;
6. Landscape, hardscape, and irrigation design; park facility master planning; park and recreational facilities design, bicycle and pedestrian path design; integration of parks, landscaped and open spaces and recreational facilities;
7. Permitting design for state and federal agencies, including but not limited to SRWMD, DEP, FDOT and State Health Department;
8. Aquatic environmental engineering, construction, regulatory permitting, ecosystem restoration, regional sand management, environmental impact studies, environmental support services, and other related engineering services;
9. Roadway design, such as engineering services and design of arterial, collector, and local roadways including all ancillary components normally required: such as streetscapes, sidewalks. Design of bridges

and minor bridges, drainage and culverts associated with roadways, ability to inspect and provide roadway assessment reports, traffic concerns, street rehabilitation, reconstruction, and resurfacing;

10. Public works inspections, parking lots, parking spaces and capital improvement plans, feasibility and engineering studies.

3.4. Contract

The selected firm(s) or individual(s) will enter into a basic Contract for Civil/Environmental Engineering Services with the City and will provide services to the City under Task Assignments to the basic Contract. The contract term will be for a three (3) year period, with two (2) additional one (1) year extensions under the same terms and conditions upon mutual agreement of the City and the Engineering firm(s).

Task assignments to a basic contract may include engineering services as they relate to design and permitting of public works, utilities, recreational, aquatic environmental, landscape architecture, environmental impact assessments, site assessments, surveying, mitigation, etc.

The proposals must include the following:

Cover Letter (2 pages maximum).

There is no page limit to proposal.

All pages shall be single sided.

The name, address and telephone number of one (1) individual who will serve as the Project / Program Manager to whom all future correspondence and/or communications will be directed.

Firm background, including past experience on public work, utilities, recreational, aquatic environmental, and landscape architecture projects.

Statement of relevant qualification and experience of the firm and staff, including resumes of the Project / Program Manager and key staff members; current workload and record of similar professional accomplishments. References from at least five (3) projects.

Evidence of the interest firm's or individuals ability to provide the following insurance coverage, either under existing policies or by virtue of a project specific policy: (A) Professional Liability - \$1,000,000; (B) Automobile Liability - \$500,000 CSL; (C) Worker's Compensation – Statutory/\$100,000; and (D) Comprehensive General Liability - \$1,000,000 CSL.

3.5. Selection Process/Criteria

Representatives from the City of Lake City will review the proposals. In reviewing the proposals, the selection criteria will include (but not limited to) the following:

1. Project Team (Identify the project principal, the project manager, and key staff. Describe briefly how the team's qualifications and experience relate to specific project.)

- Qualifications and relevant individual experience.

- Unique knowledge of key team members relating to the project.
- Experience on projects as a team.
- Key staff involvement in project management and on-site presence.
- Time commitment or key staff.
- Qualifications and relevant subconsultant experience.

2. Firm Capabilities

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated?
- Current and projected work load

Note: Organization charts or graphs may be included to show your capacity.

3. Prior Experience (Use this portion of your submittal to describe relevant experiences with project types described in this RFQ document and various services to be provided)

- Experience of the key staff and firm with projects of similar scope and complexity.
- Demonstrated success on past projects of similar scope and complexity.

Note: Include the name, telephone number, and email of the project manager for every project listed.

4. References

- 10 references or more -10 points
- 8 to 9 references -8 points
- 6 to 7 references -6 points
- 4 to 5 references -4 points
- 3 references- 2 points
- Less than 3 references- 0 points

5. Project Approach

- Budget methodology/cost control.

Establish and maintain estimates of probable cost within department's established budget. Control consultant contract

costs. Co
ordinate value engineering activities.

- Quality control methodology.
Insure City Policies and Procedures are followed. Insure
the project is designed for durability and maintainability.

- Schedule maintenance methodology.
Manage the required work to meet the established schedule.

6. Work Location

- Proximity of firm's office as it may affect coordination with the City's projects and potential locations.
- Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.

The City of Lake City reserves the following rights:

- To select a Civil Engineer based solely on the quality of the proposal (Statement of Qualifications).
- To prepare a short-list of qualified firms and to interview these firms, as deemed necessary to select a civil/environmental engineer.
- To re-advertise or terminate this request at any time.
- To reject any and all proposals, to waive any information of irregularities in the proposal process, and to make and award the contract in the best interest of the City.

The City of Lake City is not responsible for any costs incurred in the preparation and submission of Proposals by interested companies.

4. Format and Content

4.1. Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected.

4.2. Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing or submitting proposals including presentations and any other expenses called for in this Request for Proposal.

4.3. Proprietary Information

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement department with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

- B. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Lake City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.4. Requirements

- A. Proposals will be evaluated based on the information provided in the response. All documents should be 8 1/2 x 11 format.
- B. A cover letter, not to exceed three (2) additional pages, may also be included in the proposal. Qualification documents that exceed this length will be considered non responsive and will not be evaluated.
- C. During this process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Proposals must include a Table of Contents which provides clear identification of the material by section.

4.5. [Delivery of Proposals](#)

Proposals shall be submitted via the City's e-Procurement Portal. All Proposals submitted must be received in the Procurement Department by the time specified in this solicitation. It is the sole responsibility of the Proposer to ensure that Proposals are received by the due date and time. The City shall not be responsible for delays caused by any occurrence. Proposals received following the Proposal Due Date will not be considered.

4.6. [Evaluation Criteria](#)

An Evaluation Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein. The information that will be considered and relative scoring for each criterion is identified in the "[Evaluation Criteria](#)" section of the solicitation.

The scoring mechanism will be used by individual Evaluation Committee members to rank firms. Ranks from all Evaluation Committee members will then be summed for each Proposer in order to establish the overall rank order.

4.7. [Proposal Evaluation Committee and Evaluation Process](#)

A. Evaluation Committee

An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal.

B. Presentations

The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

C. Award without Presentations

The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

D. Ranking

The Committee will evaluate and rank the Proposers as set forth in the preceding section

entitled "Evaluation Criteria" and submit the proposed rank order to the Director of Procurement.

E. Authority to Award

Contracts negotiated as a result of this RFP will be presented to City Council for final award.

F. Reserved Rights

1. The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.
2. The City does not guarantee the award of any Contract as a result of this solicitation process.

5. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	1. Project Team <ul style="list-style-type: none"> • Qualifications and relevant individual experience. • Unique knowledge of key team members relating to the project. • Experience on projects as a team. • Key staff involvement in project management and on-site presence. • Time commitment or key staff. • Qualifications and relevant subconsultant experience. 	Points Based	20 <i>(20% of Total)</i>
2.	2. Firm Capabilities <ul style="list-style-type: none"> • Are the lines of authority and coordination clearly identified? • Are essential management functions identified? • Are the functions effectively integrated? • Current and projected work load . 	Points Based	20 <i>(20% of Total)</i>
3.	3. Prior Experience <ul style="list-style-type: none"> • Experience of the key staff and firm with projects of similar scope and complexity. • Demonstrated success on past projects of similar scope and complexity. 	Points Based	20 <i>(20% of Total)</i>

4.	<p>4. References</p> <p>Will be based on references submitted as part of RFQ, but can include clients not submitted.</p> <ul style="list-style-type: none"> • 10 references or more -10 points • 8 to 9 references -8 points • 6 to 7 references -6 points • 4 to 5 references -4 points • 3 references - 2 points • Less than 3 references- 0 points 	Points Based	10 <i>(10% of Total)</i>
5.	<p>5. Project Approach</p> <ul style="list-style-type: none"> • Budget methodology/cost control. • Quality control methodology. • Schedule maintenance methodology. 	Points Based	15 <i>(15% of Total)</i>
6.	<p>6. Work Location</p> <ul style="list-style-type: none"> • Proximity of firm's office as it may affect coordination with the City's projects and potential locations. • Firm's familiarity with the project area. • Knowledge of the local labor and material markets. 	Points Based	15 <i>(15% of Total)</i>

6. Terms and Conditions

6.1. CDBG Guidelines

Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

6.2. Contract Award

An award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP.

6.3. Questions Regarding the Solicitation or Proposal Process

To ensure fair consideration for all Proposers, the City prohibits communication to or with any officer, elected official (including the Mayor and City Council), department, division, office or employee of the City, and any Evaluation Committee members during the solicitation process from the date of issuance of the RFP through award, except as provided below.

All communications relating to this RFP between Proposer (or anyone on Proposer's behalf) and the City must be made through the Procurement Department. Any communications in violation of this provision may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future Proposal.

Any questions relative to interpretation of the solicitation or the Proposal process shall be submitted via the City's e-Procurement Portal. Questions must be received by the Procurement Department on or before the cut-off date for questions as specified in the Proposal Schedule. Questions received after the cut-off date as specified in the Proposal Schedule will not be considered.

Any interpretation made to prospective Proposers will be answered through the City's e-Procurement Portal or expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all persons on record as following this RFP, no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

It will be the responsibility of the Proposer to acknowledge and confirm receipt of all addenda in the City's e-Procurement Portal.

6.4. Additional Information

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City.

6.5. Addendum to Request for Proposals

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Procurement Department will furnish the revision by written Addendum.

6.6. Execution of Contract

Unless such time is extended by the City, the successful Proposer shall, within ten (10) calendar days after Notice of Award is issued by the City of Lake City, Procurement Department, sign and enter into a Contract with the City, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

6.7. Proposer's Guarantee

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

6.8. Indemnification

The Respondent agrees to indemnify and hold the City harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents In the event the completion of a project awarded pursuant to this RFP(to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from any and all increased expenses resulting from such delay.

6.9. Insurance Requirements

The Proposer will be required to furnish evidence of the following insurance coverage by a licensed Florida Company.

- A. Without limiting Proposer's indemnification, it is agreed that the successful Proposer will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Proposer's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
 1. Professional liability insurance to provide coverage of not less than one million dollars (\$1,000,000).

2. Workers' compensation insurance to apply for all employees of the contractor, sub-contractors and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
 3. Commercial General Liability insurance to provide coverage of not less than one million dollars (\$1,000,000) combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
 4. Comprehensive Automobile Liability Insurance covering all owned, hired and non- owned vehicles with coverage limits not less than one hundred thousand dollars (\$100,000) per person, three hundred thousand dollars (\$300,000) per occurrence and one hundred thousand dollars (\$100,000) property damage.
- B. The official title of the owner is "City of Lake City". This official title will be used in all insurance documentation.

6.10. Proof of Insurance

The Proposer will furnish to the Procurement Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract. If the initial insurance expires before the completion of the work, renewal Certificates of Insurance will be furnished thirty (30) days before the date of their expiration. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days' notice of cancellation and / or restriction.

7. Vendor Questionnaire

7.1. [Proposal Requirements*](#)

Did you read through and confirm that you met all of the proposal requirements including in the sections:

- Yes
 No

*Response required

7.2. [Statement of Qualification Document*](#)

Please upload your COMPLETE Statement of Qualifications

*Response required

7.3. [Documents Requiring Notorization*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Public Entity Crimes Statem...](#)
- [Drug Free Workplace Certifi...](#)
- [Non-Collusion Affidavit.pdf](#)
- [Conflict of Interest Statem...](#)

*Response required

7.4. [Disputes Disclosure Form*](#)

Answer the following by selecting which, if any, pertain to your organization. . If you answer "YES", please explain in the Disputes Disclosure Explanation question. If you answer None of the Above, please type "N/A" in the Disputes Disclosure Explanation question.

Select all that apply

- Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- None of the Above

*Response required

7.5. [Statement of Qualification Document*](#)

Please upload your Complete Statement of Qualifications.

Please confirm

*Response required

7.6. [E-Verify Affirmation Statement](#)

Please download the below documents, complete, and upload.

- [E-VERIFY AFFIRMATION STATEM...](#)

CITY COUNCIL RESOLUTION NO. 2023-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH CHEN MOORE AND ASSOCIATES, INC.; PROVIDING FOR ENGINEERING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to engage a firm to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the "Services"); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals (“RFQ” or “RFQ 017-2023”); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended CHEN MOORE AND ASSOCIATES, INC., (hereinafter “CHEN MOORE”) to the City Council; and

WHEREAS, the City Council and CHEN MOORE desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the “Continuing Contract”), to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

WHEREAS, the Continuing Contract is defined in Section 287.055(2)(g), Florida Statutes, and is subject to being terminated as provided for in the Continuing Contract; and

WHEREAS, the City Council finds it is in the best interest of the City to

execute the Continuing Contract with CHEN MOORE.

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 hereby made a part of this resolution.

Section 2. The City is hereby authorized to execute the Continuing Contract with CHEN MOORE for consulting services for the City.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Continuing Contract 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 the Continuing Contract 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. Execution by the Mayor and CHEN MOORE shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND
CHEN MOORE AND ASSOCIATES, INC.**

THIS CONTRACT made and entered into this ____ day of _____ 202__ by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and CHEN MOORE AND ASSOCIATES, INC., a Florida Profit Corporation, having a principal address of 500 WEST CYPRESS CREEK ROAD STE 600, FORT LAUDERDALE, FL 33309 (herein referred to as "Contractor").

WHEREAS, the City desires to retain a contractor to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the "Services"); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals ("RFQ" or "RFQ 017-2023"); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended the Contractor to the City Council as the most qualified; and

WHEREAS, the Contractor desires to render the services as described hereinbelow, and has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the City desires to enter into a continuing contract with the Contractor to memorialize the intentions and obligations of the City and

Contractor.

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 Contract.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of the Request for Proposals 017-2023 and all Addendums (hereinafter collectively referred to as "RFQ-017-2023" or "RFQ"), all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means CHEN MOORE AND ASSOCIATES, INC., which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all

amendments to this Contract.

(d) "SERVICES" means, that the Contractor shall provide professional engineering services, all to be performed by Contractor or sub-contractors the Contractor may engage to provide, perform and complete the services required pursuant to the covenants, terms, and provisions of this Contract, any and all amendments to this Contract, and task assignments consistent with this Contract.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and within the RFQ.

4. **Term of Contract:** The term of this Contract shall be as follows:

(a) The term of this Contract shall be for three (3) years. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. Any extension shall be contingent upon the availability of funds, satisfactory performance

by the Contractor, and approval by the appropriate City representatives.

The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Contractor for its services within thirty (30) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Contractor shall resolve any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in furtherance of this Contract.

6. **Insurance:** Contractor agrees to and shall procure and maintain

insurance during the term of this Contract and shall provide proof of the following insurance coverages to the City Procurement Department prior to the commencement of work:

- (a) Comprehensive general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- (b) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$500,000.00 per occurrence and \$1,000,000.00 property damage and personal injury; and
- (c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and
- (d) Professional liability insurance for "errors and omissions" covering as insured the Contractor with not less than \$1,000,000.00 limit of liability.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy

or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent Contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages,

losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder

of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

11. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.

12. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

13. **Public Records:** The Contractor shall comply with all public records laws.

a. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City

**205 North Marion Avenue
Lake City, Florida 32055
1-386-752-2031**

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

15. **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. 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(5)(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.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Request for Proposals (RFQ-017-2023) and all addendum, and all attachments thereto, and the Contractor's response to the RFQ, copies of which are available in the City Clerk's office. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and

be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, 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.

19. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

[Remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract 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 Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**CHEN MOORE AND ASSOCIATES,
INC.**

By: _____

File Attachments for Item:

7. City Council Resolution No. 2023-145 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with EDA Consultants Inc.; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Civil Engineer/Environmental Engineering Services

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Dee Johnson	Department Director	Date 11/22/2023
Recommended Action: Establish contracts for Civil & Environmental Engineering Services.		
Summary Explanation & Background: RFQ-017-2023 Civil Engineer/Environmental Engineering Services solicitation was from September 25, 2023, to October 23, 2023. The evaluation committee was held on November 13, 2023, in which they reviewed all proposals and ranked them based on the criteria. The committee members agreed with the final rankings and to move forward with these firms for Engineering Services: GSE Engineering and Consulting, eda consultants inc, Chen Moore and Associates, Gmuer Engineering, Wetland Solutions Inc, Pitman Engineering LLC, Tocol Engineering, and Bio-Tech Consulting Inc. By establishing contracts with multiple engineering firms this will give the City a full spectrum of engineering services. Task assignments will be assigned for each engineering project.		
Alternatives: Do a solicitation each time for projects needing Engineering Services.		
Source of Funds:		
Financial Impact:		
Exhibits Attached: (RFQ-017-2023) Consensus Scorecard, Evaluation Committee Meeting, Solicitation		

RFQ-017-2023 CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

Vendor	1. Project Team	2. Firm Capabilities	3. Prior Experience	4. References	5. Project Approach	6. Work Location	Total Score
Bio-Tech Consulting, Inc.	13.67	15.33	14.33	8	9	9.33	69.66
Chen Moore and Associates	14	15	14.33	9	12.33	9.67	74.33
eda consultants, inc.	15	13.67	15.33	9	12	10	75
Gruer Engineering	15	12.33	15.67	9	12.33	10	74.33
GSE Engineering and Consulting	14.67	15	14.33	9	12	10	75
Pitman Engineering LLC	14	12.33	14.33	9	11.33	9.33	70.32
Tocoi Engineering	14.33	14.33	14.33	9	11.33	7	70.32
Wetland Solutions, Inc	15.33	11.33	15.33	9	11.67	10	72.66

Evaluation Committee Meeting
RFQ-017-2023
Civil Engineer/Environmental Engineering Services
November 13, 2023 @ 10:30 a.m.

The Evaluation Committee was held on Monday, November 13, 2023 in the Conference Room located on the second floor of City Hall, 205 North Marion Avenue, beginning at 10:30 a.m.

Committee Members:

Joshua Wehinger, Fire Chief
Gerald Butler, Police Chief
David Young, Growth Management Director

Also in Attendance:

Brenda Karr, Procurement Analyst
Angel Bryant, Procurement Specialist
Doy Ramdass, Toco Engineering
Brian Pitman, Pitman Engineering

Individual scoring sheets were returned to committee members as well as a copy of the composite of all scoring sheets.

An open discussion was conducted regarding the proposals.

The committee members all agreed with the final ranking.

It was decided to move forward and present to Council for consent to move forward with all 8 (eight) firms.

The above is my best understanding of items discussed.



Brenda Karr, Procurement Analyst

** An audio recording is available for this meeting.

REQUEST FOR PROPOSAL

RFQ-017-2023

CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RELEASE DATE: September 25, 2023

DEADLINE FOR QUESTIONS: October 9, 2023

RESPONSE DEADLINE: October 23, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
REQUEST FOR PROPOSAL
Civil Engineer/Environmental Engineering Services

I. The City of Lake City Florida.....

II. Introduction.....

III. Scope of Work

IV. Format and Content.....

V. Evaluation Criteria

VI. Terms and Conditions

VII. Vendor Questionnaire.....

1. The City of Lake City Florida

1.1. [Request for Proposal](#)

RFQ-017-2023

Civil Engineer/Environmental Engineering Services

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, ProcureNow, until 2:00 pm, local time, on Monday, October 23, 2023. Proposals delivered by any other means will not be considered by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

At the time of the proposal opening, only the names of the respondents will be read aloud.

Request for additional information or clarifications shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Monday, October 9, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal.

It will be the sole responsibility of the Proposer to contact the Procurement Department prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda must be accessed through ProcureNow.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

The City of Lake City reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

CITY OF LAKE CITY, FLORIDA

Paul Dyal
City Manager

2. Introduction

2.1. Summary

In accordance with the Consultants' Competitive Negotiation Act (Florida Statutes 287.055) the City of Lake City, Florida ("City") is seeking Qualifications from Firms for Civil Engineering Services for small projects within the City. Services will be on an as-needed basis for small projects to be coordinated with the Public Works or Utility Departments. However, other City departments may require and access services as well during the term of the contract. Federal requirements may be applicable to task orders issued for projects under the awarding Continuing Services Contracts. There are no small projects defined at this time.

2.2. Background

The City of Lake City is approximately 12.4 square miles in size and serves a population of approximately 12,000. The City of Lake City is an urban city located in Columbia County, Florida, a rural community.

The legislative branch of the City is composed of an elected five-member City Council consisting of the Mayor and four council members. The City Council is governed by the City Charter and by state and local laws and regulations.

The City of Lake City operates under a City Council-City Manager form of government and provides a full range of municipal services including: general government administration, law enforcement and fire protection, community redevelopment, stormwater management, sanitation and solid waste, as well as construction and maintenance of infrastructure, recreational, and other cultural facilities. The City also operates a municipal airport.

2.3. Contact Information

Brenda Karr

Procurement Analyst
205 North Marion Avenue
Lake City, FL 32055
Email: karrb@lcfla.com
Phone: [\(386\) 758-5407](tel:(386)758-5407)

Department:

Procurement

2.4. Timeline

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Note: Dates are subject to change. TBD = to be determined. NLT = no later than.

Issue RFP Notice	September 25, 2023
-------------------------	--------------------

Last Date for Receipt of Written Questions	October 9, 2023, 4:00pm
Question Response Deadline	October 16, 2023, 4:00pm
Addendum Issued (If Applicable)	October 18, 2023
Proposal Due Date	October 23, 2023, 2:00pm
Evaluation Committee Meeting	November 6, 2023

3. Scope of Work

3.1. Scope of Work

The City of Lake City is seeking proposals from qualified and experienced firms, licensed to practice in the State of Florida, with demonstrated skills and experience in Civil and Environmental Engineering.

3.2. Important Instructions for Electronic Submittal

The City is accepting electronic bid submissions. Bidders shall create a FREE account by signing up through our e-Procurement Portal at <https://procurement.opengov.com/portal/lcfla>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

3.3. Scope of Services

The Scope of Services included full spectrum civil engineering services to support the City's mission. The Scope of services may include but is not limited to:

1. Bid preparation (ADA compliant documents), technical specification development, cost estimating, project management, and construction monitoring;
2. Structural Engineering, Construction Engineering, & Inspection Services, such as administration and inspection of various construction projects to include roadway, utility and facilities, including proper recording analysis and reporting as required by the City;
3. Geotechnical Services, Topographic Mapping and Specific Purpose Surveys, topographic surveys using laser scanner technology of areas adjacent to the right of way with restricted access, e.g. railroad crossings;
4. Stormwater engineering, Stormwater facility design and management, calculation and development of stormwater management reviews;
5. Facility Engineering, such as general civil engineering services related to site development of public properties including design (such as park design), construction, renovations & rehabilitation, building & property site assessments, sustainability & energy efficiency design;
6. Landscape, hardscape, and irrigation design; park facility master planning; park and recreational facilities design, bicycle and pedestrian path design; integration of parks, landscaped and open spaces and recreational facilities;
7. Permitting design for state and federal agencies, including but not limited to SRWMD, DEP, FDOT and State Health Department;
8. Aquatic environmental engineering, construction, regulatory permitting, ecosystem restoration, regional sand management, environmental impact studies, environmental support services, and other related engineering services;
9. Roadway design, such as engineering services and design of arterial, collector, and local roadways including all ancillary components normally required: such as streetscapes, sidewalks. Design of bridges

and minor bridges, drainage and culverts associated with roadways, ability to inspect and provide roadway assessment reports, traffic concerns, street rehabilitation, reconstruction, and resurfacing;

10. Public works inspections, parking lots, parking spaces and capital improvement plans, feasibility and engineering studies.

3.4. [Contract](#)

The selected firm(s) or individual(s) will enter into a basic Contract for Civil/Environmental Engineering Services with the City and will provide services to the City under Task Assignments to the basic Contract. The contract term will be for a three (3) year period, with two (2) additional one (1) year extensions under the same terms and conditions upon mutual agreement of the City and the Engineering firm(s).

Task assignments to a basic contract may include engineering services as they relate to design and permitting of public works, utilities, recreational, aquatic environmental, landscape architecture, environmental impact assessments, site assessments, surveying, mitigation, etc.

The proposals must include the following:

Cover Letter (2 pages maximum).

There is no page limit to proposal.

All pages shall be single sided.

The name, address and telephone number of one (1) individual who will serve as the Project / Program Manager to whom all future correspondence and/or communications will be directed.

Firm background, including past experience on public work, utilities, recreational, aquatic environmental, and landscape architecture projects.

Statement of relevant qualification and experience of the firm and staff, including resumes of the Project / Program Manager and key staff members; current workload and record of similar professional accomplishments. References from at least five (3) projects.

Evidence of the interest firm's or individuals ability to provide the following insurance coverage, either under existing policies or by virtue of a project specific policy: (A) Professional Liability - \$1,000,000; (B) Automobile Liability - \$500,000 CSL; (C) Worker's Compensation – Statutory/\$100,000; and (D) Comprehensive General Liability - \$1,000,000 CSL.

3.5. [Selection Process/Criteria](#)

Representatives from the City of Lake City will review the proposals. In reviewing the proposals, the selection criteria will include (but not limited to) the following:

1. Project Team (Identify the project principal, the project manager, and key staff. Describe briefly how the team's qualifications and experience relate to specific project.)

- Qualifications and relevant individual experience.

- Unique knowledge of key team members relating to the project.
- Experience on projects as a team.
- Key staff involvement in project management and on-site presence.
- Time commitment or key staff.
- Qualifications and relevant subconsultant experience.

2. Firm Capabilities

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated?
- Current and projected work load

Note: Organization charts or graphs may be included to show your capacity.

3. Prior Experience (Use this portion of your submittal to describe relevant experiences with project types described in this RFQ document and various services to be provided)

- Experience of the key staff and firm with projects of similar scope and complexity.
 - Demonstrated success on past projects of similar scope and complexity.
- Note: Include the name, telephone number, and email of the project manager for every project listed.

4. References

- 10 references or more -10 points
- 8 to 9 references -8 points
- 6 to 7 references -6 points
- 4 to 5 references -4 points
- 3 references- 2 points
- Less than 3 references- 0 points

5. Project Approach

- Budget methodology/cost control.
Establish and maintain estimates of probable cost within department's established budget.
- Control consultant contract

costs. Co
ordinate value engineering activities.

- Quality control methodology.
Insure City Policies and Procedures are followed. Insure
the project is designed for durability and maintainability.

- Schedule maintenance methodology.
Manage the required work to meet the established schedule.

6. Work Location

- Proximity of firm's office as it may affect coordination with the City's projects and potential locations.
- Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.

The City of Lake City reserves the following rights:

- To select a Civil Engineer based solely on the quality of the proposal (Statement of Qualifications).
- To prepare a short-list of qualified firms and to interview these firms, as deemed necessary to select a civil/environmental engineer.
- To re-advertise or terminate this request at any time.
- To reject any and all proposals, to waive any information of irregularities in the proposal process, and to make and award the contract in the best interest of the City.

The City of Lake City is not responsible for any costs incurred in the preparation and submission of Proposals by interested companies.

4. Format and Content

4.1. Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected.

4.2. Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing or submitting proposals including presentations and any other expenses called for in this Request for Proposal.

4.3. Proprietary Information

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement department with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes
- B. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Lake City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.4. Requirements

- A. Proposals will be evaluated based on the information provided in the response. All documents should be 8 1/2 x 11 format.
- B. A cover letter, not to exceed three (2) additional pages, may also be included in the proposal. Qualification documents that exceed this length will be considered non responsive and will not be evaluated.
- C. During this process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Proposals must include a Table of Contents which provides clear identification of the material by section.

4.5. [Delivery of Proposals](#)

Proposals shall be submitted via the City's e-Procurement Portal. All Proposals submitted must be received in the Procurement Department by the time specified in this solicitation. It is the sole responsibility of the Proposer to ensure that Proposals are received by the due date and time. The City shall not be responsible for delays caused by any occurrence. Proposals received following the Proposal Due Date will not be considered.

4.6. [Evaluation Criteria](#)

An Evaluation Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein. The information that will be considered and relative scoring for each criterion is identified in the "[Evaluation Criteria](#)" section of the solicitation.

The scoring mechanism will be used by individual Evaluation Committee members to rank firms. Ranks from all Evaluation Committee members will then be summed for each Proposer in order to establish the overall rank order.

4.7. [Proposal Evaluation Committee and Evaluation Process](#)

A. Evaluation Committee

An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal.

B. Presentations

The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

C. Award without Presentations

The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

D. Ranking

The Committee will evaluate and rank the Proposers as set forth in the preceding section

entitled "Evaluation Criteria" and submit the proposed rank order to the Director of Procurement.

E. Authority to Award

Contracts negotiated as a result of this RFP will be presented to City Council for final award.

F. Reserved Rights

1. The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.
2. The City does not guarantee the award of any Contract as a result of this solicitation process.

5. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	1. Project Team <ul style="list-style-type: none"> • Qualifications and relevant individual experience. • Unique knowledge of key team members relating to the project. • Experience on projects as a team. • Key staff involvement in project management and on-site presence. • Time commitment or key staff. • Qualifications and relevant subconsultant experience. 	Points Based	20 <i>(20% of Total)</i>
2.	2. Firm Capabilities <ul style="list-style-type: none"> • Are the lines of authority and coordination clearly identified? • Are essential management functions identified? • Are the functions effectively integrated? • Current and projected work load . 	Points Based	20 <i>(20% of Total)</i>
3.	3. Prior Experience <ul style="list-style-type: none"> • Experience of the key staff and firm with projects of similar scope and complexity. • Demonstrated success on past projects of similar scope and complexity. 	Points Based	20 <i>(20% of Total)</i>

4.	<p>4. References</p> <p>Will be based on references submitted as part of RFQ, but can include clients not submitted.</p> <ul style="list-style-type: none"> • 10 references or more -10 points • 8 to 9 references -8 points • 6 to 7 references -6 points • 4 to 5 references -4 points • 3 references - 2 points • Less than 3 references- 0 points 	Points Based	10 <i>(10% of Total)</i>
5.	<p>5. Project Approach</p> <ul style="list-style-type: none"> • Budget methodology/cost control. • Quality control methodology. • Schedule maintenance methodology. 	Points Based	15 <i>(15% of Total)</i>
6.	<p>6. Work Location</p> <ul style="list-style-type: none"> • Proximity of firm's office as it may affect coordination with the City's projects and potential locations. • Firm's familiarity with the project area. • Knowledge of the local labor and material markets. 	Points Based	15 <i>(15% of Total)</i>

6. Terms and Conditions

6.1. CDBG Guidelines

Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

6.2. Contract Award

An award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP.

6.3. Questions Regarding the Solicitation or Proposal Process

To ensure fair consideration for all Proposers, the City prohibits communication to or with any officer, elected official (including the Mayor and City Council), department, division, office or employee of the City, and any Evaluation Committee members during the solicitation process from the date of issuance of the RFP through award, except as provided below.

All communications relating to this RFP between Proposer (or anyone on Proposer's behalf) and the City must be made through the Procurement Department. Any communications in violation of this provision may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future Proposal.

Any questions relative to interpretation of the solicitation or the Proposal process shall be submitted via the City's e-Procurement Portal. Questions must be received by the Procurement Department on or before the cut-off date for questions as specified in the Proposal Schedule. Questions received after the cut-off date as specified in the Proposal Schedule will not be considered.

Any interpretation made to prospective Proposers will be answered through the City's e-Procurement Portal or expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all persons on record as following this RFP, no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

It will be the responsibility of the Proposer to acknowledge and confirm receipt of all addenda in the City's e-Procurement Portal.

6.4. Additional Information

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City.

6.5. Addendum to Request for Proposals

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Procurement Department will furnish the revision by written Addendum.

6.6. Execution of Contract

Unless such time is extended by the City, the successful Proposer shall, within ten (10) calendar days after Notice of Award is issued by the City of Lake City, Procurement Department, sign and enter into a Contract with the City, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

6.7. Proposer's Guarantee

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

6.8. Indemnification

The Respondent agrees to indemnify and hold the City harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents In the event the completion of a project awarded pursuant to this RFP(to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from any and all increased expenses resulting from such delay.

6.9. Insurance Requirements

The Proposer will be required to furnish evidence of the following insurance coverage by a licensed Florida Company.

- A. Without limiting Proposer's indemnification, it is agreed that the successful Proposer will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Proposer's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
 1. Professional liability insurance to provide coverage of not less than one million dollars (\$1,000,000).

2. Workers' compensation insurance to apply for all employees of the contractor, sub-contractors and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
 3. Commercial General Liability insurance to provide coverage of not less than one million dollars (\$1,000,000) combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
 4. Comprehensive Automobile Liability Insurance covering all owned, hired and non- owned vehicles with coverage limits not less than one hundred thousand dollars (\$100,000) per person, three hundred thousand dollars (\$300,000) per occurrence and one hundred thousand dollars (\$100,000) property damage.
- B. The official title of the owner is "City of Lake City". This official title will be used in all insurance documentation.

6.10. [Proof of Insurance](#)

The Proposer will furnish to the Procurement Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract. If the initial insurance expires before the completion of the work, renewal Certificates of Insurance will be furnished thirty (30) days before the date of their expiration. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days' notice of cancellation and / or restriction.

7. Vendor Questionnaire

7.1. [Proposal Requirements*](#)

Did you read through and confirm that you met all of the proposal requirements including in the sections:

- Yes
 No

*Response required

7.2. [Statement of Qualification Document*](#)

Please upload your COMPLETE Statement of Qualifications

*Response required

7.3. [Documents Requiring Notorization*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Public Entity Crimes Statem...](#)
- [Drug Free Workplace Certifi...](#)
- [Non-Collusion Affidavit.pdf](#)
- [Conflict of Interest Statem...](#)

*Response required

7.4. [Disputes Disclosure Form*](#)

Answer the following by selecting which, if any, pertain to your organization. . If you answer "YES", please explain in the Disputes Disclosure Explanation question. If you answer None of the Above, please type "N/A" in the Disputes Disclosure Explanation question.

Select all that apply

- Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- None of the Above

*Response required

7.5. [Statement of Qualification Document*](#)

Please upload your Complete Statement of Qualifications.

Please confirm

*Response required

7.6. [E-Verify Affirmation Statement](#)

Please download the below documents, complete, and upload.

- [E-VERIFY AFFIRMATION STATEM...](#)

CITY COUNCIL RESOLUTION NO. 2023-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH EDA CONSULTANTS INC.; PROVIDING FOR ENGINEERING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to engage a firm to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the "Services"); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals (“RFQ” or “RFQ 017-2023”); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended EDA CONSULTANTS INC., (hereinafter “EDA”) to the City Council; and

WHEREAS, the City Council and EDA desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the “Continuing Contract”), to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

WHEREAS, the Continuing Contract is defined in Section 287.055(2)(g), Florida Statutes, and is subject to being terminated as provided for in the Continuing Contract; and

WHEREAS, the City Council finds it is in the best interest of the City to

execute the Continuing Contract with EDA.

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 hereby made a part of this resolution.

Section 2. The City is hereby authorized to execute the Continuing Contract with GSE for consulting services for the City.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Continuing Contract 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 the Continuing Contract 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. Execution by the Mayor and EDA shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND
EDA CONSULTANTS INC.**

THIS CONTRACT made and entered into this ____ day of _____ 202__ by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and EDA CONSULTANTS INC., a Florida Profit Corporation, having a principal address of 720 SW 2ND AVENUE STE 300, GAINESVILLE, FL 32601 (herein referred to as "Contractor").

WHEREAS, the City desires to retain a contractor to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the “Services”); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals (“RFQ” or “RFQ 017-2023”); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended the Contractor to the City Council as the most qualified; and

WHEREAS, the Contractor desires to render the services as described hereinbelow, and has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the City desires to enter into a continuing contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

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 Contract.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of the Request for Proposals 017-2023 and all Addendums (hereinafter collectively referred to as "RFQ-017-2023" or "RFQ"), all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means EDA CONSULTANTS INC., which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means, that the Contractor shall provide professional engineering services, all to be performed by Contractor or sub-contractors the Contractor may engage to provide, perform and complete the services required pursuant to the covenants, terms, and provisions of this Contract, any and all amendments to this Contract, and task assignments consistent with this Contract.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and within the RFQ.

4. **Term of Contract:** The term of this Contract shall be as follows:

(a) The term of this Contract shall be for three (3) years. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives.

The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Contractor for its services within thirty (30) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Contractor shall resolve any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in furtherance of this Contract.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following

insurance coverages to the City Procurement Department prior to the commencement of work:

- (a) Comprehensive general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- (b) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$500,000.00 per occurrence and \$1,000,000.00 property damage and personal injury; and
- (c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and
- (d) Professional liability insurance for "errors and omissions" covering as insured the Contractor with not less than \$1,000,000.00 limit of liability.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10)

days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent Contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance

of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and

understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

11. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.

12. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

13. **Public Records:** The Contractor shall comply with all public records laws.

a. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**City Clerk, City of Lake City
205 North Marion Avenue**

Lake City, Florida 32055
1-386-752-2031

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the

contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

15. **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. 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(5)(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.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Request for Proposals (RFQ-017-2023) and all addendum, and all attachments thereto, and the Contractor's response to the RFQ, copies of which are available in the City Clerk's office. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and

be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, 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.

19. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

[Remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract 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 Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

EDA CONSULTANTS INC.

By: _____

File Attachments for Item:

8. City Council Resolution No. 2023-146 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with Gmuer Engineering, LLC; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Civil Engineer/Environmental Engineering Services

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Dee Johnson	Department Director	Date 11/22/2023
Recommended Action: Establish contracts for Civil & Environmental Engineering Services.		
Summary Explanation & Background: RFQ-017-2023 Civil Engineer/Environmental Engineering Services solicitation was from September 25, 2023, to October 23, 2023. The evaluation committee was held on November 13, 2023, in which they reviewed all proposals and ranked them based on the criteria. The committee members agreed with the final rankings and to move forward with these firms for Engineering Services: GSE Engineering and Consulting, eda consultants inc, Chen Moore and Associates, Gmuer Engineering, Wetland Solutions Inc, Pitman Engineering LLC, Tocol Engineering, and Bio-Tech Consulting Inc. By establishing contracts with multiple engineering firms this will give the City a full spectrum of engineering services. Task assignments will be assigned for each engineering project.		
Alternatives: Do a solicitation each time for projects needing Engineering Services.		
Source of Funds:		
Financial Impact:		
Exhibits Attached: (RFQ-017-2023) Consensus Scorecard, Evaluation Committee Meeting, Solicitation		

RFQ-017-2023 CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

Vendor	1. Project Team	2. Firm Capabilities	3. Prior Experience	4. References	5. Project Approach	6. Work Location	Total Score
Bio-Tech Consulting, Inc.	13.67	15.33	14.33	8	9	9.33	69.66
Chen Moore and Associates	14	15	14.33	9	12.33	9.67	74.33
eda consultants, inc.	15	13.67	15.33	9	12	10	75
Gruer Engineering	15	12.33	15.67	9	12.33	10	74.33
GSE Engineering and Consulting	14.67	15	14.33	9	12	10	75
Pitman Engineering LLC	14	12.33	14.33	9	11.33	9.33	70.32
Tocoi Engineering	14.33	14.33	14.33	9	11.33	7	70.32
Wetland Solutions, Inc	15.33	11.33	15.33	9	11.67	10	72.66

Evaluation Committee Meeting
RFQ-017-2023
Civil Engineer/Environmental Engineering Services
November 13, 2023 @ 10:30 a.m.

The Evaluation Committee was held on Monday, November 13, 2023 in the Conference Room located on the second floor of City Hall, 205 North Marion Avenue, beginning at 10:30 a.m.

Committee Members:

Joshua Wehinger, Fire Chief
Gerald Butler, Police Chief
David Young, Growth Management Director

Also in Attendance:

Brenda Karr, Procurement Analyst
Angel Bryant, Procurement Specialist
Doy Ramdass, Toco Engineering
Brian Pitman, Pitman Engineering

Individual scoring sheets were returned to committee members as well as a copy of the composite of all scoring sheets.

An open discussion was conducted regarding the proposals.

The committee members all agreed with the final ranking.

It was decided to move forward and present to Council for consent to move forward with all 8 (eight) firms.

The above is my best understanding of items discussed.



Brenda Karr, Procurement Analyst

** An audio recording is available for this meeting.

REQUEST FOR PROPOSAL

RFQ-017-2023

CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RELEASE DATE: September 25, 2023

DEADLINE FOR QUESTIONS: October 9, 2023

RESPONSE DEADLINE: October 23, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
REQUEST FOR PROPOSAL
Civil Engineer/Environmental Engineering Services

I.	The City of Lake City Florida.....
II.	Introduction.....
III.	Scope of Work
IV.	Format and Content.....
V.	Evaluation Criteria
VI.	Terms and Conditions
VII.	Vendor Questionnaire.....

1. The City of Lake City Florida

1.1. [Request for Proposal](#)

RFQ-017-2023

Civil Engineer/Environmental Engineering Services

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, ProcureNow, until 2:00 pm, local time, on Monday, October 23, 2023. Proposals delivered by any other means will not be considered by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

At the time of the proposal opening, only the names of the respondents will be read aloud.

Request for additional information or clarifications shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Monday, October 9, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal.

It will be the sole responsibility of the Proposer to contact the Procurement Department prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda must be accessed through ProcureNow.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

The City of Lake City reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

CITY OF LAKE CITY, FLORIDA

Paul Dyal
City Manager

2. Introduction

2.1. Summary

In accordance with the Consultants' Competitive Negotiation Act (Florida Statutes 287.055) the City of Lake City, Florida ("City") is seeking Qualifications from Firms for Civil Engineering Services for small projects within the City. Services will be on an as-needed basis for small projects to be coordinated with the Public Works or Utility Departments. However, other City departments may require and access services as well during the term of the contract. Federal requirements may be applicable to task orders issued for projects under the awarding Continuing Services Contracts. There are no small projects defined at this time.

2.2. Background

The City of Lake City is approximately 12.4 square miles in size and serves a population of approximately 12,000. The City of Lake City is an urban city located in Columbia County, Florida, a rural community.

The legislative branch of the City is composed of an elected five-member City Council consisting of the Mayor and four council members. The City Council is governed by the City Charter and by state and local laws and regulations.

The City of Lake City operates under a City Council-City Manager form of government and provides a full range of municipal services including: general government administration, law enforcement and fire protection, community redevelopment, stormwater management, sanitation and solid waste, as well as construction and maintenance of infrastructure, recreational, and other cultural facilities. The City also operates a municipal airport.

2.3. Contact Information

Brenda Karr

Procurement Analyst
205 North Marion Avenue
Lake City, FL 32055
Email: karrb@lcfla.com
Phone: [\(386\) 758-5407](tel:(386)758-5407)

Department:

Procurement

2.4. Timeline

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Note: Dates are subject to change. TBD = to be determined. NLT = no later than.

Issue RFP Notice	September 25, 2023
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Last Date for Receipt of Written Questions	October 9, 2023, 4:00pm
Question Response Deadline	October 16, 2023, 4:00pm
Addendum Issued (If Applicable)	October 18, 2023
Proposal Due Date	October 23, 2023, 2:00pm
Evaluation Committee Meeting	November 6, 2023

3. Scope of Work

3.1. Scope of Work

The City of Lake City is seeking proposals from qualified and experienced firms, licensed to practice in the State of Florida, with demonstrated skills and experience in Civil and Environmental Engineering.

3.2. Important Instructions for Electronic Submittal

The City is accepting electronic bid submissions. Bidders shall create a FREE account by signing up through our e-Procurement Portal at <https://procurement.opengov.com/portal/lcfla>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

3.3. Scope of Services

The Scope of Services included full spectrum civil engineering services to support the City's mission. The Scope of services may include but is not limited to:

1. Bid preparation (ADA compliant documents), technical specification development, cost estimating, project management, and construction monitoring;
2. Structural Engineering, Construction Engineering, & Inspection Services, such as administration and inspection of various construction projects to include roadway, utility and facilities, including proper recording analysis and reporting as required by the City;
3. Geotechnical Services, Topographic Mapping and Specific Purpose Surveys, topographic surveys using laser scanner technology of areas adjacent to the right of way with restricted access, e.g. railroad crossings;
4. Stormwater engineering, Stormwater facility design and management, calculation and development of stormwater management reviews;
5. Facility Engineering, such as general civil engineering services related to site development of public properties including design (such as park design), construction, renovations & rehabilitation, building & property site assessments, sustainability & energy efficiency design;
6. Landscape, hardscape, and irrigation design; park facility master planning; park and recreational facilities design, bicycle and pedestrian path design; integration of parks, landscaped and open spaces and recreational facilities;
7. Permitting design for state and federal agencies, including but not limited to SRWMD, DEP, FDOT and State Health Department;
8. Aquatic environmental engineering, construction, regulatory permitting, ecosystem restoration, regional sand management, environmental impact studies, environmental support services, and other related engineering services;
9. Roadway design, such as engineering services and design of arterial, collector, and local roadways including all ancillary components normally required: such as streetscapes, sidewalks. Design of bridges

and minor bridges, drainage and culverts associated with roadways, ability to inspect and provide roadway assessment reports, traffic concerns, street rehabilitation, reconstruction, and resurfacing;

10. Public works inspections, parking lots, parking spaces and capital improvement plans, feasibility and engineering studies.

3.4. [Contract](#)

The selected firm(s) or individual(s) will enter into a basic Contract for Civil/Environmental Engineering Services with the City and will provide services to the City under Task Assignments to the basic Contract. The contract term will be for a three (3) year period, with two (2) additional one (1) year extensions under the same terms and conditions upon mutual agreement of the City and the Engineering firm(s).

Task assignments to a basic contract may include engineering services as they relate to design and permitting of public works, utilities, recreational, aquatic environmental, landscape architecture, environmental impact assessments, site assessments, surveying, mitigation, etc.

The proposals must include the following:

Cover Letter (2 pages maximum).

There is no page limit to proposal.

All pages shall be single sided.

The name, address and telephone number of one (1) individual who will serve as the Project / Program Manager to whom all future correspondence and/or communications will be directed.

Firm background, including past experience on public work, utilities, recreational, aquatic environmental, and landscape architecture projects.

Statement of relevant qualification and experience of the firm and staff, including resumes of the Project / Program Manager and key staff members; current workload and record of similar professional accomplishments. References from at least five (3) projects.

Evidence of the interest firm's or individuals ability to provide the following insurance coverage, either under existing policies or by virtue of a project specific policy: (A) Professional Liability - \$1,000,000; (B) Automobile Liability - \$500,000 CSL; (C) Worker's Compensation – Statutory/\$100,000; and (D) Comprehensive General Liability - \$1,000,000 CSL.

3.5. [Selection Process/Criteria](#)

Representatives from the City of Lake City will review the proposals. In reviewing the proposals, the selection criteria will include (but not limited to) the following:

1. Project Team (Identify the project principal, the project manager, and key staff. Describe briefly how the team's qualifications and experience relate to specific project.)

- Qualifications and relevant individual experience.

- Unique knowledge of key team members relating to the project.
- Experience on projects as a team.
- Key staff involvement in project management and on-site presence.
- Time commitment or key staff.
- Qualifications and relevant subconsultant experience.

2. Firm Capabilities

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated?
- Current and projected work load

Note: Organization charts or graphs may be included to show your capacity.

3. Prior Experience (Use this portion of your submittal to describe relevant experiences with project types described in this RFQ document and various services to be provided)

- Experience of the key staff and firm with projects of similar scope and complexity.
 - Demonstrated success on past projects of similar scope and complexity.
- Note: Include the name, telephone number, and email of the project manager for every project listed.

4. References

- 10 references or more -10 points
- 8 to 9 references -8 points
- 6 to 7 references -6 points
- 4 to 5 references -4 points
- 3 references- 2 points
- Less than 3 references- 0 points

5. Project Approach

- Budget methodology/cost control.
Establish and maintain estimates of probable cost within department's established budget.
- Control consultant contract

costs. Co
ordinate value engineering activities.

- Quality control methodology.

Insure City Policies and Procedures are followed. Insure
the project is designed for durability and maintainability.

- Schedule maintenance methodology.

Manage the required work to meet the established schedule.

6. Work Location

- Proximity of firm's office as it may affect coordination with the City's projects and potential locations.
- Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.

The City of Lake City reserves the following rights:

- To select a Civil Engineer based solely on the quality of the proposal (Statement of Qualifications).
- To prepare a short-list of qualified firms and to interview these firms, as deemed necessary to select a civil/environmental engineer.
- To re-advertise or terminate this request at any time.
- To reject any and all proposals, to waive any information of irregularities in the proposal process, and to make and award the contract in the best interest of the City.

The City of Lake City is not responsible for any costs incurred in the preparation and submission of Proposals by interested companies.

4. Format and Content

4.1. Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected.

4.2. Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing or submitting proposals including presentations and any other expenses called for in this Request for Proposal.

4.3. Proprietary Information

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement department with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

- B. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Lake City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.4. Requirements

- A. Proposals will be evaluated based on the information provided in the response. All documents should be 8 1/2 x 11 format.
- B. A cover letter, not to exceed three (2) additional pages, may also be included in the proposal. Qualification documents that exceed this length will be considered non responsive and will not be evaluated.
- C. During this process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Proposals must include a Table of Contents which provides clear identification of the material by section.

4.5. [Delivery of Proposals](#)

Proposals shall be submitted via the City's e-Procurement Portal. All Proposals submitted must be received in the Procurement Department by the time specified in this solicitation. It is the sole responsibility of the Proposer to ensure that Proposals are received by the due date and time. The City shall not be responsible for delays caused by any occurrence. Proposals received following the Proposal Due Date will not be considered.

4.6. [Evaluation Criteria](#)

An Evaluation Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein. The information that will be considered and relative scoring for each criterion is identified in the "[Evaluation Criteria](#)" section of the solicitation.

The scoring mechanism will be used by individual Evaluation Committee members to rank firms. Ranks from all Evaluation Committee members will then be summed for each Proposer in order to establish the overall rank order.

4.7. [Proposal Evaluation Committee and Evaluation Process](#)

A. Evaluation Committee

An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal.

B. Presentations

The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

C. Award without Presentations

The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

D. Ranking

The Committee will evaluate and rank the Proposers as set forth in the preceding section

entitled "Evaluation Criteria" and submit the proposed rank order to the Director of Procurement.

E. Authority to Award

Contracts negotiated as a result of this RFP will be presented to City Council for final award.

F. Reserved Rights

1. The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.
2. The City does not guarantee the award of any Contract as a result of this solicitation process.

5. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	1. Project Team <ul style="list-style-type: none"> • Qualifications and relevant individual experience. • Unique knowledge of key team members relating to the project. • Experience on projects as a team. • Key staff involvement in project management and on-site presence. • Time commitment or key staff. • Qualifications and relevant subconsultant experience. 	Points Based	20 <i>(20% of Total)</i>
2.	2. Firm Capabilities <ul style="list-style-type: none"> • Are the lines of authority and coordination clearly identified? • Are essential management functions identified? • Are the functions effectively integrated? • Current and projected work load . 	Points Based	20 <i>(20% of Total)</i>
3.	3. Prior Experience <ul style="list-style-type: none"> • Experience of the key staff and firm with projects of similar scope and complexity. • Demonstrated success on past projects of similar scope and complexity. 	Points Based	20 <i>(20% of Total)</i>

4.	<p>4. References</p> <p>Will be based on references submitted as part of RFQ, but can include clients not submitted.</p> <ul style="list-style-type: none"> • 10 references or more -10 points • 8 to 9 references -8 points • 6 to 7 references -6 points • 4 to 5 references -4 points • 3 references - 2 points • Less than 3 references- 0 points 	Points Based	10 <i>(10% of Total)</i>
5.	<p>5. Project Approach</p> <ul style="list-style-type: none"> • Budget methodology/cost control. • Quality control methodology. • Schedule maintenance methodology. 	Points Based	15 <i>(15% of Total)</i>
6.	<p>6. Work Location</p> <ul style="list-style-type: none"> • Proximity of firm's office as it may affect coordination with the City's projects and potential locations. • Firm's familiarity with the project area. • Knowledge of the local labor and material markets. 	Points Based	15 <i>(15% of Total)</i>

6. Terms and Conditions

6.1. CDBG Guidelines

Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

6.2. Contract Award

An award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP.

6.3. Questions Regarding the Solicitation or Proposal Process

To ensure fair consideration for all Proposers, the City prohibits communication to or with any officer, elected official (including the Mayor and City Council), department, division, office or employee of the City, and any Evaluation Committee members during the solicitation process from the date of issuance of the RFP through award, except as provided below.

All communications relating to this RFP between Proposer (or anyone on Proposer's behalf) and the City must be made through the Procurement Department. Any communications in violation of this provision may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future Proposal.

Any questions relative to interpretation of the solicitation or the Proposal process shall be submitted via the City's e-Procurement Portal. Questions must be received by the Procurement Department on or before the cut-off date for questions as specified in the Proposal Schedule. Questions received after the cut-off date as specified in the Proposal Schedule will not be considered.

Any interpretation made to prospective Proposers will be answered through the City's e-Procurement Portal or expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all persons on record as following this RFP, no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

It will be the responsibility of the Proposer to acknowledge and confirm receipt of all addenda in the City's e-Procurement Portal.

6.4. Additional Information

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City.

6.5. Addendum to Request for Proposals

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Procurement Department will furnish the revision by written Addendum.

6.6. [Execution of Contract](#)

Unless such time is extended by the City, the successful Proposer shall, within ten (10) calendar days after Notice of Award is issued by the City of Lake City, Procurement Department, sign and enter into a Contract with the City, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

6.7. [Proposer's Guarantee](#)

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

6.8. [Indemnification](#)

The Respondent agrees to indemnify and hold the City harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents In the event the completion of a project awarded pursuant to this RFP(to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from any and all increased expenses resulting from such delay.

6.9. [Insurance Requirements](#)

The Proposer will be required to furnish evidence of the following insurance coverage by a licensed Florida Company.

- A. Without limiting Proposer's indemnification, it is agreed that the successful Proposer will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Proposer's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
 1. Professional liability insurance to provide coverage of not less than one million dollars (\$1,000,000).

2. Workers' compensation insurance to apply for all employees of the contractor, sub-contractors and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
 3. Commercial General Liability insurance to provide coverage of not less than one million dollars (\$1,000,000) combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
 4. Comprehensive Automobile Liability Insurance covering all owned, hired and non- owned vehicles with coverage limits not less than one hundred thousand dollars (\$100,000) per person, three hundred thousand dollars (\$300,000) per occurrence and one hundred thousand dollars (\$100,000) property damage.
- B. The official title of the owner is "City of Lake City". This official title will be used in all insurance documentation.

6.10. Proof of Insurance

The Proposer will furnish to the Procurement Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract. If the initial insurance expires before the completion of the work, renewal Certificates of Insurance will be furnished thirty (30) days before the date of their expiration. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days' notice of cancellation and / or restriction.

7. Vendor Questionnaire

7.1. [Proposal Requirements*](#)

Did you read through and confirm that you met all of the proposal requirements including in the sections:

- Yes
 No

*Response required

7.2. [Statement of Qualification Document*](#)

Please upload your COMPLETE Statement of Qualifications

*Response required

7.3. [Documents Requiring Notorization*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Public Entity Crimes Statem...](#)
- [Drug Free Workplace Certifi...](#)
- [Non-Collusion Affidavit.pdf](#)
- [Conflict of Interest Statem...](#)

*Response required

7.4. [Disputes Disclosure Form*](#)

Answer the following by selecting which, if any, pertain to your organization. . If you answer "YES", please explain in the Disputes Disclosure Explanation question. If you answer None of the Above, please type "N/A" in the Disputes Disclosure Explanation question.

Select all that apply

- Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- None of the Above

*Response required

7.5. [Statement of Qualification Document*](#)

Please upload your Complete Statement of Qualifications.

Please confirm

*Response required

7.6. [E-Verify Affirmation Statement](#)

Please download the below documents, complete, and upload.

- [E-VERIFY AFFIRMATION STATEM...](#)

CITY COUNCIL RESOLUTION NO. 2023-146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH GMUER ENGINEERING, LLC; PROVIDING FOR ENGINEERING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to engage a firm to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the "Services"); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals (“RFQ” or “RFQ 017-2023”); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended GMUER ENGINEERING, LLC, (hereinafter “GMUER”) to the City Council; and

WHEREAS, the City Council and GMUER desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the “Continuing Contract”), to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

WHEREAS, the Continuing Contract is defined in Section 287.055(2)(g), Florida Statutes, and is subject to being terminated as provided for in the Continuing Contract; and

WHEREAS, the City Council finds it is in the best interest of the City to

execute the Continuing Contract with GMUER.

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 hereby made a part of this resolution.

Section 2. The City is hereby authorized to execute the Continuing Contract with GMUER for consulting services for the City.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Continuing Contract 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 the Continuing Contract 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. Execution by the Mayor and GMUER shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND
GMUER ENGINEERING, LLC**

THIS CONTRACT made and entered into this ____ day of _____ 202__ by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and GMUER ENGINEERING, LLC, a Florida Profit Limited Liability Company, having a principal address of 2603 NW 13TH ST, BOX 314, GAINESVILLE, FL 32609 (herein referred to as "Contractor").

WHEREAS, the City desires to retain a contractor to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the "Services"); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals ("RFQ" or "RFQ 017-2023"); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended the Contractor to the City Council as the most qualified; and

WHEREAS, the Contractor desires to render the services as described hereinbelow, and has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the City desires to enter into a continuing contract with the Contractor to memorialize the intentions and obligations of the City and

Contractor.

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 Contract.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of the Request for Proposals 017-2023 and all Addendums (hereinafter collectively referred to as "RFQ-017-2023" or "RFQ"), all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means GMUER ENGINEERING, LLC, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to

this Contract.

(d) "SERVICES" means, that the Contractor shall provide professional engineering services, all to be performed by Contractor or sub-contractors the Contractor may engage to provide, perform and complete the services required pursuant to the covenants, terms, and provisions of this Contract, any and all amendments to this Contract, and task assignments consistent with this Contract.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and within the RFQ.

4. **Term of Contract:** The term of this Contract shall be as follows:

(a) The term of this Contract shall be for three (3) years. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. Any extension shall be contingent upon the availability of funds, satisfactory performance

by the Contractor, and approval by the appropriate City representatives.

The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Contractor for its services within thirty (30) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Contractor shall resolve any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in furtherance of this Contract.

6. **Insurance:** Contractor agrees to and shall procure and maintain

insurance during the term of this Contract and shall provide proof of the following insurance coverages to the City Procurement Department prior to the commencement of work:

- (a) Comprehensive general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- (b) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$500,000.00 per occurrence and \$1,000,000.00 property damage and personal injury; and
- (c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and
- (d) Professional liability insurance for "errors and omissions" covering as insured the Contractor with not less than \$1,000,000.00 limit of liability.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy

or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent Contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages,

losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder

of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

11. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.

12. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

13. **Public Records:** The Contractor shall comply with all public records laws.

a. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City

**205 North Marion Avenue
Lake City, Florida 32055
1-386-752-2031**

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

15. **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. 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(5)(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.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Request for Proposals (RFQ-017-2023) and all addendum, and all attachments thereto, and the Contractor's response to the RFQ, copies of which are available in the City Clerk's office. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and

be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, 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.

19. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

[Remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract 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 Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

GMUER ENGINEERING, LLC

By: _____

File Attachments for Item:

9. City Council Resolution No. 2023-147 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with GSE Engineering & Consulting, Inc.; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Civil Engineer/Environmental Engineering Services

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Dee Johnson	Department Director	Date 11/22/2023
Recommended Action: Establish contracts for Civil & Environmental Engineering Services.		
Summary Explanation & Background: RFQ-017-2023 Civil Engineer/Environmental Engineering Services solicitation was from September 25, 2023, to October 23, 2023. The evaluation committee was held on November 13, 2023, in which they reviewed all proposals and ranked them based on the criteria. The committee members agreed with the final rankings and to move forward with these firms for Engineering Services: GSE Engineering and Consulting, eda consultants inc, Chen Moore and Associates, Gmuer Engineering, Wetland Solutions Inc, Pitman Engineering LLC, Tocol Engineering, and Bio-Tech Consulting Inc. By establishing contracts with multiple engineering firms this will give the City a full spectrum of engineering services. Task assignments will be assigned for each engineering project.		
Alternatives: Do a solicitation each time for projects needing Engineering Services.		
Source of Funds:		
Financial Impact:		
Exhibits Attached: (RFQ-017-2023) Consensus Scorecard, Evaluation Committee Meeting, Solicitation		

RFQ-017-2023 CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

Vendor	1. Project Team	2. Firm Capabilities	3. Prior Experience	4. References	5. Project Approach	6. Work Location	Total Score
Bio-Tech Consulting, Inc.	13.67	15.33	14.33	8	9	9.33	69.66
Chen Moore and Associates	14	15	14.33	9	12.33	9.67	74.33
eda consultants, inc.	15	13.67	15.33	9	12	10	75
Gruer Engineering	15	12.33	15.67	9	12.33	10	74.33
GSE Engineering and Consulting	14.67	15	14.33	9	12	10	75
Pitman Engineering LLC	14	12.33	14.33	9	11.33	9.33	70.32
Tocoi Engineering	14.33	14.33	14.33	9	11.33	7	70.32
Wetland Solutions, Inc	15.33	11.33	15.33	9	11.67	10	72.66

Evaluation Committee Meeting
RFQ-017-2023
Civil Engineer/Environmental Engineering Services
November 13, 2023 @ 10:30 a.m.

The Evaluation Committee was held on Monday, November 13, 2023 in the Conference Room located on the second floor of City Hall, 205 North Marion Avenue, beginning at 10:30 a.m.

Committee Members:

Joshua Wehinger, Fire Chief
Gerald Butler, Police Chief
David Young, Growth Management Director

Also in Attendance:

Brenda Karr, Procurement Analyst
Angel Bryant, Procurement Specialist
Doy Ramdass, Toco Engineering
Brian Pitman, Pitman Engineering

Individual scoring sheets were returned to committee members as well as a copy of the composite of all scoring sheets.

An open discussion was conducted regarding the proposals.

The committee members all agreed with the final ranking.

It was decided to move forward and present to Council for consent to move forward with all 8 (eight) firms.

The above is my best understanding of items discussed.



Brenda Karr, Procurement Analyst

** An audio recording is available for this meeting.

REQUEST FOR PROPOSAL

RFQ-017-2023

CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RELEASE DATE: September 25, 2023

DEADLINE FOR QUESTIONS: October 9, 2023

RESPONSE DEADLINE: October 23, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
REQUEST FOR PROPOSAL
Civil Engineer/Environmental Engineering Services

I.	The City of Lake City Florida.....
II.	Introduction.....
III.	Scope of Work
IV.	Format and Content.....
V.	Evaluation Criteria
VI.	Terms and Conditions
VII.	Vendor Questionnaire.....

1. The City of Lake City Florida

1.1. [Request for Proposal](#)

RFQ-017-2023

Civil Engineer/Environmental Engineering Services

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, ProcureNow, until 2:00 pm, local time, on Monday, October 23, 2023. Proposals delivered by any other means will not be considered by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

At the time of the proposal opening, only the names of the respondents will be read aloud.

Request for additional information or clarifications shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Monday, October 9, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal.

It will be the sole responsibility of the Proposer to contact the Procurement Department prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda must be accessed through ProcureNow.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

The City of Lake City reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

CITY OF LAKE CITY, FLORIDA

Paul Dyal
City Manager

2. Introduction

2.1. Summary

In accordance with the Consultants' Competitive Negotiation Act (Florida Statutes 287.055) the City of Lake City, Florida ("City") is seeking Qualifications from Firms for Civil Engineering Services for small projects within the City. Services will be on an as-needed basis for small projects to be coordinated with the Public Works or Utility Departments. However, other City departments may require and access services as well during the term of the contract. Federal requirements may be applicable to task orders issued for projects under the awarding Continuing Services Contracts. There are no small projects defined at this time.

2.2. Background

The City of Lake City is approximately 12.4 square miles in size and serves a population of approximately 12,000. The City of Lake City is an urban city located in Columbia County, Florida, a rural community.

The legislative branch of the City is composed of an elected five-member City Council consisting of the Mayor and four council members. The City Council is governed by the City Charter and by state and local laws and regulations.

The City of Lake City operates under a City Council-City Manager form of government and provides a full range of municipal services including: general government administration, law enforcement and fire protection, community redevelopment, stormwater management, sanitation and solid waste, as well as construction and maintenance of infrastructure, recreational, and other cultural facilities. The City also operates a municipal airport.

2.3. Contact Information

Brenda Karr

Procurement Analyst
205 North Marion Avenue
Lake City, FL 32055
Email: karrb@lcfla.com
Phone: [\(386\) 758-5407](tel:(386)758-5407)

Department:

Procurement

2.4. Timeline

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Note: Dates are subject to change. TBD = to be determined. NLT = no later than.

Issue RFP Notice	September 25, 2023
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Last Date for Receipt of Written Questions	October 9, 2023, 4:00pm
Question Response Deadline	October 16, 2023, 4:00pm
Addendum Issued (If Applicable)	October 18, 2023
Proposal Due Date	October 23, 2023, 2:00pm
Evaluation Committee Meeting	November 6, 2023

3. Scope of Work

3.1. Scope of Work

The City of Lake City is seeking proposals from qualified and experienced firms, licensed to practice in the State of Florida, with demonstrated skills and experience in Civil and Environmental Engineering.

3.2. Important Instructions for Electronic Submittal

The City is accepting electronic bid submissions. Bidders shall create a FREE account by signing up through our e-Procurement Portal at <https://procurement.opengov.com/portal/lcfla>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

3.3. Scope of Services

The Scope of Services included full spectrum civil engineering services to support the City's mission. The Scope of services may include but is not limited to:

1. Bid preparation (ADA compliant documents), technical specification development, cost estimating, project management, and construction monitoring;
2. Structural Engineering, Construction Engineering, & Inspection Services, such as administration and inspection of various construction projects to include roadway, utility and facilities, including proper recording analysis and reporting as required by the City;
3. Geotechnical Services, Topographic Mapping and Specific Purpose Surveys, topographic surveys using laser scanner technology of areas adjacent to the right of way with restricted access, e.g. railroad crossings;
4. Stormwater engineering, Stormwater facility design and management, calculation and development of stormwater management reviews;
5. Facility Engineering, such as general civil engineering services related to site development of public properties including design (such as park design), construction, renovations & rehabilitation, building & property site assessments, sustainability & energy efficiency design;
6. Landscape, hardscape, and irrigation design; park facility master planning; park and recreational facilities design, bicycle and pedestrian path design; integration of parks, landscaped and open spaces and recreational facilities;
7. Permitting design for state and federal agencies, including but not limited to SRWMD, DEP, FDOT and State Health Department;
8. Aquatic environmental engineering, construction, regulatory permitting, ecosystem restoration, regional sand management, environmental impact studies, environmental support services, and other related engineering services;
9. Roadway design, such as engineering services and design of arterial, collector, and local roadways including all ancillary components normally required: such as streetscapes, sidewalks. Design of bridges

and minor bridges, drainage and culverts associated with roadways, ability to inspect and provide roadway assessment reports, traffic concerns, street rehabilitation, reconstruction, and resurfacing;

10. Public works inspections, parking lots, parking spaces and capital improvement plans, feasibility and engineering studies.

3.4. Contract

The selected firm(s) or individual(s) will enter into a basic Contract for Civil/Environmental Engineering Services with the City and will provide services to the City under Task Assignments to the basic Contract. The contract term will be for a three (3) year period, with two (2) additional one (1) year extensions under the same terms and conditions upon mutual agreement of the City and the Engineering firm(s).

Task assignments to a basic contract may include engineering services as they relate to design and permitting of public works, utilities, recreational, aquatic environmental, landscape architecture, environmental impact assessments, site assessments, surveying, mitigation, etc.

The proposals must include the following:

Cover Letter (2 pages maximum).

There is no page limit to proposal.

All pages shall be single sided.

The name, address and telephone number of one (1) individual who will serve as the Project / Program Manager to whom all future correspondence and/or communications will be directed.

Firm background, including past experience on public work, utilities, recreational, aquatic environmental, and landscape architecture projects.

Statement of relevant qualification and experience of the firm and staff, including resumes of the Project / Program Manager and key staff members; current workload and record of similar professional accomplishments. References from at least five (3) projects.

Evidence of the interest firm's or individuals ability to provide the following insurance coverage, either under existing policies or by virtue of a project specific policy: (A) Professional Liability - \$1,000,000; (B) Automobile Liability - \$500,000 CSL; (C) Worker's Compensation – Statutory/\$100,000; and (D) Comprehensive General Liability - \$1,000,000 CSL.

3.5. Selection Process/Criteria

Representatives from the City of Lake City will review the proposals. In reviewing the proposals, the selection criteria will include (but not limited to) the following:

1. Project Team (Identify the project principal, the project manager, and key staff. Describe briefly how the team's qualifications and experience relate to specific project.)

- Qualifications and relevant individual experience.

- Unique knowledge of key team members relating to the project.
- Experience on projects as a team.
- Key staff involvement in project management and on-site presence.
- Time commitment or key staff.
- Qualifications and relevant subconsultant experience.

2. Firm Capabilities

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated?
- Current and projected work load

Note: Organization charts or graphs may be included to show your capacity.

3. Prior Experience (Use this portion of your submittal to describe relevant experiences with project types described in this RFQ document and various services to be provided)

- Experience of the key staff and firm with projects of similar scope and complexity.
 - Demonstrated success on past projects of similar scope and complexity.
- Note: Include the name, telephone number, and email of the project manager for every project listed.

4. References

- 10 references or more -10 points
- 8 to 9 references -8 points
- 6 to 7 references -6 points
- 4 to 5 references -4 points
- 3 references- 2 points
- Less than 3 references- 0 points

5. Project Approach

- Budget methodology/cost control.
Establish and maintain estimates of probable cost within department's established budget.
- Control consultant contract

costs. Co
ordinate value engineering activities.

- Quality control methodology.
Insure City Policies and Procedures are followed. Insure
the project is designed for durability and maintainability.

- Schedule maintenance methodology.
Manage the required work to meet the established schedule.

6. Work Location

- Proximity of firm's office as it may affect coordination with the City's projects and potential locations.
- Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.

The City of Lake City reserves the following rights:

- To select a Civil Engineer based solely on the quality of the proposal (Statement of Qualifications).
- To prepare a short-list of qualified firms and to interview these firms, as deemed necessary to select a civil/environmental engineer.
- To re-advertise or terminate this request at any time.
- To reject any and all proposals, to waive any information of irregularities in the proposal process, and to make and award the contract in the best interest of the City.

The City of Lake City is not responsible for any costs incurred in the preparation and submission of Proposals by interested companies.

4. Format and Content

4.1. Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected.

4.2. Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing or submitting proposals including presentations and any other expenses called for in this Request for Proposal.

4.3. Proprietary Information

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement department with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes
- B. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Lake City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.4. Requirements

- A. Proposals will be evaluated based on the information provided in the response. All documents should be 8 1/2 x 11 format.
- B. A cover letter, not to exceed three (2) additional pages, may also be included in the proposal. Qualification documents that exceed this length will be considered non responsive and will not be evaluated.
- C. During this process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Proposals must include a Table of Contents which provides clear identification of the material by section.

4.5. [Delivery of Proposals](#)

Proposals shall be submitted via the City's e-Procurement Portal. All Proposals submitted must be received in the Procurement Department by the time specified in this solicitation. It is the sole responsibility of the Proposer to ensure that Proposals are received by the due date and time. The City shall not be responsible for delays caused by any occurrence. Proposals received following the Proposal Due Date will not be considered.

4.6. [Evaluation Criteria](#)

An Evaluation Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein. The information that will be considered and relative scoring for each criterion is identified in the "[Evaluation Criteria](#)" section of the solicitation.

The scoring mechanism will be used by individual Evaluation Committee members to rank firms. Ranks from all Evaluation Committee members will then be summed for each Proposer in order to establish the overall rank order.

4.7. [Proposal Evaluation Committee and Evaluation Process](#)

A. Evaluation Committee

An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal.

B. Presentations

The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

C. Award without Presentations

The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

D. Ranking

The Committee will evaluate and rank the Proposers as set forth in the preceding section

entitled "Evaluation Criteria" and submit the proposed rank order to the Director of Procurement.

E. Authority to Award

Contracts negotiated as a result of this RFP will be presented to City Council for final award.

F. Reserved Rights

1. The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.
2. The City does not guarantee the award of any Contract as a result of this solicitation process.

5. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	1. Project Team <ul style="list-style-type: none"> • Qualifications and relevant individual experience. • Unique knowledge of key team members relating to the project. • Experience on projects as a team. • Key staff involvement in project management and on-site presence. • Time commitment or key staff. • Qualifications and relevant subconsultant experience. 	Points Based	20 <i>(20% of Total)</i>
2.	2. Firm Capabilities <ul style="list-style-type: none"> • Are the lines of authority and coordination clearly identified? • Are essential management functions identified? • Are the functions effectively integrated? • Current and projected work load . 	Points Based	20 <i>(20% of Total)</i>
3.	3. Prior Experience <ul style="list-style-type: none"> • Experience of the key staff and firm with projects of similar scope and complexity. • Demonstrated success on past projects of similar scope and complexity. 	Points Based	20 <i>(20% of Total)</i>

4.	<p>4. References</p> <p>Will be based on references submitted as part of RFQ, but can include clients not submitted.</p> <ul style="list-style-type: none"> • 10 references or more -10 points • 8 to 9 references -8 points • 6 to 7 references -6 points • 4 to 5 references -4 points • 3 references - 2 points • Less than 3 references- 0 points 	Points Based	10 <i>(10% of Total)</i>
5.	<p>5. Project Approach</p> <ul style="list-style-type: none"> • Budget methodology/cost control. • Quality control methodology. • Schedule maintenance methodology. 	Points Based	15 <i>(15% of Total)</i>
6.	<p>6. Work Location</p> <ul style="list-style-type: none"> • Proximity of firm's office as it may affect coordination with the City's projects and potential locations. • Firm's familiarity with the project area. • Knowledge of the local labor and material markets. 	Points Based	15 <i>(15% of Total)</i>

6. Terms and Conditions

6.1. [CDBG Guidelines](#)

Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

6.2. [Contract Award](#)

An award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP.

6.3. [Questions Regarding the Solicitation or Proposal Process](#)

To ensure fair consideration for all Proposers, the City prohibits communication to or with any officer, elected official (including the Mayor and City Council), department, division, office or employee of the City, and any Evaluation Committee members during the solicitation process from the date of issuance of the RFP through award, except as provided below.

All communications relating to this RFP between Proposer (or anyone on Proposer's behalf) and the City must be made through the Procurement Department. Any communications in violation of this provision may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future Proposal.

Any questions relative to interpretation of the solicitation or the Proposal process shall be submitted via the City's e-Procurement Portal. Questions must be received by the Procurement Department on or before the cut-off date for questions as specified in the Proposal Schedule. Questions received after the cut-off date as specified in the Proposal Schedule will not be considered.

Any interpretation made to prospective Proposers will be answered through the City's e-Procurement Portal or expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all persons on record as following this RFP, no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

It will be the responsibility of the Proposer to acknowledge and confirm receipt of all addenda in the City's e-Procurement Portal.

6.4. [Additional Information](#)

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City.

6.5. [Addendum to Request for Proposals](#)

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Procurement Department will furnish the revision by written Addendum.

6.6. Execution of Contract

Unless such time is extended by the City, the successful Proposer shall, within ten (10) calendar days after Notice of Award is issued by the City of Lake City, Procurement Department, sign and enter into a Contract with the City, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

6.7. Proposer's Guarantee

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

6.8. Indemnification

The Respondent agrees to indemnify and hold the City harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents In the event the completion of a project awarded pursuant to this RFP(to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from any and all increased expenses resulting from such delay.

6.9. Insurance Requirements

The Proposer will be required to furnish evidence of the following insurance coverage by a licensed Florida Company.

- A. Without limiting Proposer's indemnification, it is agreed that the successful Proposer will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Proposer's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
 1. Professional liability insurance to provide coverage of not less than one million dollars (\$1,000,000).

2. Workers' compensation insurance to apply for all employees of the contractor, sub-contractors and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
 3. Commercial General Liability insurance to provide coverage of not less than one million dollars (\$1,000,000) combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
 4. Comprehensive Automobile Liability Insurance covering all owned, hired and non- owned vehicles with coverage limits not less than one hundred thousand dollars (\$100,000) per person, three hundred thousand dollars (\$300,000) per occurrence and one hundred thousand dollars (\$100,000) property damage.
- B. The official title of the owner is "City of Lake City". This official title will be used in all insurance documentation.

6.10. Proof of Insurance

The Proposer will furnish to the Procurement Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract. If the initial insurance expires before the completion of the work, renewal Certificates of Insurance will be furnished thirty (30) days before the date of their expiration. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days' notice of cancellation and / or restriction.

7. Vendor Questionnaire

7.1. [Proposal Requirements*](#)

Did you read through and confirm that you met all of the proposal requirements including in the sections:

- Yes
 No

*Response required

7.2. [Statement of Qualification Document*](#)

Please upload your COMPLETE Statement of Qualifications

*Response required

7.3. [Documents Requiring Notorization*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Public Entity Crimes Statem...](#)
- [Drug Free Workplace Certifi...](#)
- [Non-Collusion Affidavit.pdf](#)
- [Conflict of Interest Statem...](#)

*Response required

7.4. [Disputes Disclosure Form*](#)

Answer the following by selecting which, if any, pertain to your organization. . If you answer "YES", please explain in the Disputes Disclosure Explanation question. If you answer None of the Above, please type "N/A" in the Disputes Disclosure Explanation question.

Select all that apply

- Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- None of the Above

*Response required

7.5. [Statement of Qualification Document*](#)

Please upload your Complete Statement of Qualifications.

Please confirm

*Response required

7.6. [E-Verify Affirmation Statement](#)

Please download the below documents, complete, and upload.

- [E-VERIFY AFFIRMATION STATEM...](#)

CITY COUNCIL RESOLUTION NO. 2023-147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH GSE ENGINEERING & CONSULTING, INC.; PROVIDING FOR ENGINEERING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to engage a firm to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the "Services"); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals (“RFQ” or “RFQ 017-2023”); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended GSE ENGINEERING & CONSULTING, INC., (hereinafter “GSE”) to the City Council; and

WHEREAS, the City Council and GSE desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the “Continuing Contract”), to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

WHEREAS, the Continuing Contract is defined in Section 287.055(2)(g), Florida Statutes, and is subject to being terminated as provided for in the Continuing Contract; and

WHEREAS, the City Council finds it is in the best interest of the City to

execute the Continuing Contract with GSE.

**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 hereby made a part of this resolution.

Section 2. The City is hereby authorized to execute the Continuing Contract with GSE for consulting services for the City.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Continuing Contract 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 the Continuing Contract 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. Execution by the Mayor and GSE shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND
GSE ENGINEERING & CONSULTING, INC.**

THIS CONTRACT made and entered into this ____ day of _____ 202__ by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and GSE ENGINEERING & CONSULTING, INC., a Florida Profit Corporation, having a principal address of 5590 SW 64TH STREET, STE B, GAINESVILLE, FL 32608 (herein referred to as "Contractor").

WHEREAS, the City desires to retain a contractor to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the "Services"); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals ("RFQ" or "RFQ 017-2023"); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended the Contractor to the City Council as the most qualified; and

WHEREAS, the Contractor desires to render the services as described hereinbelow, and has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the City desires to enter into a continuing contract with the Contractor to memorialize the intentions and obligations of the City and

Contractor.

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 Contract.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of the Request for Proposals 017-2023 and all Addendums (hereinafter collectively referred to as "RFQ-017-2023" or "RFQ"), all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means GSE ENGINEERING & CONSULTING, INC., which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all

amendments to this Contract.

(d) "SERVICES" means, that the Contractor shall provide professional engineering services, all to be performed by Contractor or sub-contractors the Contractor may engage to provide, perform and complete the services required pursuant to the covenants, terms, and provisions of this Contract, any and all amendments to this Contract, and task assignments consistent with this Contract.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and within the RFQ.

4. **Term of Contract:** The term of this Contract shall be as follows:

(a) The term of this Contract shall be for three (3) years. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. Any extension shall be contingent upon the availability of funds, satisfactory performance

by the Contractor, and approval by the appropriate City representatives.

The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Contractor for its services within thirty (30) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Contractor shall resolve any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in furtherance of this Contract.

6. **Insurance:** Contractor agrees to and shall procure and maintain

insurance during the term of this Contract and shall provide proof of the following insurance coverages to the City Procurement Department prior to the commencement of work:

- (a) Comprehensive general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- (b) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$500,000.00 per occurrence and \$1,000,000.00 property damage and personal injury; and
- (c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and
- (d) Professional liability insurance for "errors and omissions" covering as insured the Contractor with not less than \$1,000,000.00 limit of liability.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy

or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent Contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages,

losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder

of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

11. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.

12. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

13. **Public Records:** The Contractor shall comply with all public records laws.

a. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City

**205 North Marion Avenue
Lake City, Florida 32055
1-386-752-2031**

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

15. **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. 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(5)(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.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Request for Proposals (RFQ-017-2023) and all addendum, and all attachments thereto, and the Contractor's response to the RFQ, copies of which are available in the City Clerk's office. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and

be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, 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.

19. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

[Remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract 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 Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**GSE ENGINEERING &
CONSULTING, INC.**

By: _____

File Attachments for Item:

10. City Council Resolution No. 2023-148 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with Pitman Engineering LLC; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Civil Engineer/Environmental Engineering Services

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Dee Johnson	Department Director	Date 11/22/2023
Recommended Action: Establish contracts for Civil & Environmental Engineering Services.		
Summary Explanation & Background: RFQ-017-2023 Civil Engineer/Environmental Engineering Services solicitation was from September 25, 2023, to October 23, 2023. The evaluation committee was held on November 13, 2023, in which they reviewed all proposals and ranked them based on the criteria. The committee members agreed with the final rankings and to move forward with these firms for Engineering Services: GSE Engineering and Consulting, eda consultants inc, Chen Moore and Associates, Gmuer Engineering, Wetland Solutions Inc, Pitman Engineering LLC, Tocol Engineering, and Bio-Tech Consulting Inc. By establishing contracts with multiple engineering firms this will give the City a full spectrum of engineering services. Task assignments will be assigned for each engineering project.		
Alternatives: Do a solicitation each time for projects needing Engineering Services.		
Source of Funds:		
Financial Impact:		
Exhibits Attached: (RFQ-017-2023) Consensus Scorecard, Evaluation Committee Meeting, Solicitation		

RFQ-017-2023 CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

Vendor	1. Project Team	2. Firm Capabilities	3. Prior Experience	4. References	5. Project Approach	6. Work Location	Total Score
Bio-Tech Consulting, Inc.	13.67	15.33	14.33	8	9	9.33	69.66
Chen Moore and Associates	14	15	14.33	9	12.33	9.67	74.33
eda consultants, inc.	15	13.67	15.33	9	12	10	75
Gruer Engineering	15	12.33	15.67	9	12.33	10	74.33
GSE Engineering and Consulting	14.67	15	14.33	9	12	10	75
Pitman Engineering LLC	14	12.33	14.33	9	11.33	9.33	70.32
Tocoi Engineering	14.33	14.33	14.33	9	11.33	7	70.32
Wetland Solutions, Inc	15.33	11.33	15.33	9	11.67	10	72.66

Evaluation Committee Meeting
RFQ-017-2023
Civil Engineer/Environmental Engineering Services
November 13, 2023 @ 10:30 a.m.

The Evaluation Committee was held on Monday, November 13, 2023 in the Conference Room located on the second floor of City Hall, 205 North Marion Avenue, beginning at 10:30 a.m.

Committee Members:

Joshua Wehinger, Fire Chief
Gerald Butler, Police Chief
David Young, Growth Management Director

Also in Attendance:

Brenda Karr, Procurement Analyst
Angel Bryant, Procurement Specialist
Doy Ramdass, Toco Engineering
Brian Pitman, Pitman Engineering

Individual scoring sheets were returned to committee members as well as a copy of the composite of all scoring sheets.

An open discussion was conducted regarding the proposals.

The committee members all agreed with the final ranking.

It was decided to move forward and present to Council for consent to move forward with all 8 (eight) firms.

The above is my best understanding of items discussed.



Brenda Karr, Procurement Analyst

** An audio recording is available for this meeting.

REQUEST FOR PROPOSAL

RFQ-017-2023

CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RELEASE DATE: September 25, 2023

DEADLINE FOR QUESTIONS: October 9, 2023

RESPONSE DEADLINE: October 23, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
REQUEST FOR PROPOSAL
Civil Engineer/Environmental Engineering Services

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1. The City of Lake City Florida

1.1. [Request for Proposal](#)

RFQ-017-2023

Civil Engineer/Environmental Engineering Services

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, ProcureNow, until 2:00 pm, local time, on Monday, October 23, 2023. Proposals delivered by any other means will not be considered by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

At the time of the proposal opening, only the names of the respondents will be read aloud.

Request for additional information or clarifications shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Monday, October 9, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal.

It will be the sole responsibility of the Proposer to contact the Procurement Department prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda must be accessed through ProcureNow.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

The City of Lake City reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

CITY OF LAKE CITY, FLORIDA

Paul Dyal
City Manager

2. Introduction

2.1. Summary

In accordance with the Consultants' Competitive Negotiation Act (Florida Statutes 287.055) the City of Lake City, Florida ("City") is seeking Qualifications from Firms for Civil Engineering Services for small projects within the City. Services will be on an as-needed basis for small projects to be coordinated with the Public Works or Utility Departments. However, other City departments may require and access services as well during the term of the contract. Federal requirements may be applicable to task orders issued for projects under the awarding Continuing Services Contracts. There are no small projects defined at this time.

2.2. Background

The City of Lake City is approximately 12.4 square miles in size and serves a population of approximately 12,000. The City of Lake City is an urban city located in Columbia County, Florida, a rural community.

The legislative branch of the City is composed of an elected five-member City Council consisting of the Mayor and four council members. The City Council is governed by the City Charter and by state and local laws and regulations.

The City of Lake City operates under a City Council-City Manager form of government and provides a full range of municipal services including: general government administration, law enforcement and fire protection, community redevelopment, stormwater management, sanitation and solid waste, as well as construction and maintenance of infrastructure, recreational, and other cultural facilities. The City also operates a municipal airport.

2.3. Contact Information

Brenda Karr

Procurement Analyst
205 North Marion Avenue
Lake City, FL 32055
Email: karrb@lcfla.com
Phone: [\(386\) 758-5407](tel:(386)758-5407)

Department:

Procurement

2.4. Timeline

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Note: Dates are subject to change. TBD = to be determined. NLT = no later than.

Issue RFP Notice	September 25, 2023
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Last Date for Receipt of Written Questions	October 9, 2023, 4:00pm
Question Response Deadline	October 16, 2023, 4:00pm
Addendum Issued (If Applicable)	October 18, 2023
Proposal Due Date	October 23, 2023, 2:00pm
Evaluation Committee Meeting	November 6, 2023

3. Scope of Work

3.1. Scope of Work

The City of Lake City is seeking proposals from qualified and experienced firms, licensed to practice in the State of Florida, with demonstrated skills and experience in Civil and Environmental Engineering.

3.2. Important Instructions for Electronic Submittal

The City is accepting electronic bid submissions. Bidders shall create a FREE account by signing up through our e-Procurement Portal at <https://procurement.opengov.com/portal/lcfla>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

3.3. Scope of Services

The Scope of Services included full spectrum civil engineering services to support the City's mission. The Scope of services may include but is not limited to:

1. Bid preparation (ADA compliant documents), technical specification development, cost estimating, project management, and construction monitoring;
2. Structural Engineering, Construction Engineering, & Inspection Services, such as administration and inspection of various construction projects to include roadway, utility and facilities, including proper recording analysis and reporting as required by the City;
3. Geotechnical Services, Topographic Mapping and Specific Purpose Surveys, topographic surveys using laser scanner technology of areas adjacent to the right of way with restricted access, e.g. railroad crossings;
4. Stormwater engineering, Stormwater facility design and management, calculation and development of stormwater management reviews;
5. Facility Engineering, such as general civil engineering services related to site development of public properties including design (such as park design), construction, renovations & rehabilitation, building & property site assessments, sustainability & energy efficiency design;
6. Landscape, hardscape, and irrigation design; park facility master planning; park and recreational facilities design, bicycle and pedestrian path design; integration of parks, landscaped and open spaces and recreational facilities;
7. Permitting design for state and federal agencies, including but not limited to SRWMD, DEP, FDOT and State Health Department;
8. Aquatic environmental engineering, construction, regulatory permitting, ecosystem restoration, regional sand management, environmental impact studies, environmental support services, and other related engineering services;
9. Roadway design, such as engineering services and design of arterial, collector, and local roadways including all ancillary components normally required: such as streetscapes, sidewalks. Design of bridges

and minor bridges, drainage and culverts associated with roadways, ability to inspect and provide roadway assessment reports, traffic concerns, street rehabilitation, reconstruction, and resurfacing;

10. Public works inspections, parking lots, parking spaces and capital improvement plans, feasibility and engineering studies.

3.4. Contract

The selected firm(s) or individual(s) will enter into a basic Contract for Civil/Environmental Engineering Services with the City and will provide services to the City under Task Assignments to the basic Contract. The contract term will be for a three (3) year period, with two (2) additional one (1) year extensions under the same terms and conditions upon mutual agreement of the City and the Engineering firm(s).

Task assignments to a basic contract may include engineering services as they relate to design and permitting of public works, utilities, recreational, aquatic environmental, landscape architecture, environmental impact assessments, site assessments, surveying, mitigation, etc.

The proposals must include the following:

Cover Letter (2 pages maximum).

There is no page limit to proposal.

All pages shall be single sided.

The name, address and telephone number of one (1) individual who will serve as the Project / Program Manager to whom all future correspondence and/or communications will be directed.

Firm background, including past experience on public work, utilities, recreational, aquatic environmental, and landscape architecture projects.

Statement of relevant qualification and experience of the firm and staff, including resumes of the Project / Program Manager and key staff members; current workload and record of similar professional accomplishments. References from at least five (3) projects.

Evidence of the interest firm's or individuals ability to provide the following insurance coverage, either under existing policies or by virtue of a project specific policy: (A) Professional Liability - \$1,000,000; (B) Automobile Liability - \$500,000 CSL; (C) Worker's Compensation – Statutory/\$100,000; and (D) Comprehensive General Liability - \$1,000,000 CSL.

3.5. Selection Process/Criteria

Representatives from the City of Lake City will review the proposals. In reviewing the proposals, the selection criteria will include (but not limited to) the following:

1. Project Team (Identify the project principal, the project manager, and key staff. Describe briefly how the team's qualifications and experience relate to specific project.)

- Qualifications and relevant individual experience.

- Unique knowledge of key team members relating to the project.
- Experience on projects as a team.
- Key staff involvement in project management and on-site presence.
- Time commitment or key staff.
- Qualifications and relevant subconsultant experience.

2. Firm Capabilities

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated?
- Current and projected work load

Note: Organization charts or graphs may be included to show your capacity.

3. Prior Experience (Use this portion of your submittal to describe relevant experiences with project types described in this RFQ document and various services to be provided)

- Experience of the key staff and firm with projects of similar scope and complexity.
 - Demonstrated success on past projects of similar scope and complexity.
- Note: Include the name, telephone number, and email of the project manager for every project listed.

4. References

- 10 references or more -10 points
- 8 to 9 references -8 points
- 6 to 7 references -6 points
- 4 to 5 references -4 points
- 3 references- 2 points
- Less than 3 references- 0 points

5. Project Approach

- Budget methodology/cost control.

Establish and maintain estimates of probable cost within department's established budget. Control consultant contract

costs. Co
ordinate value engineering activities.

- Quality control methodology.

Insure City Policies and Procedures are followed. Insure
the project is designed for durability and maintainability.

- Schedule maintenance methodology.

Manage the required work to meet the established schedule.

6. Work Location

- Proximity of firm's office as it may affect coordination with the City's projects and potential locations.
- Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.

The City of Lake City reserves the following rights:

- To select a Civil Engineer based solely on the quality of the proposal (Statement of Qualifications).
- To prepare a short-list of qualified firms and to interview these firms, as deemed necessary to select a civil/environmental engineer.
- To re-advertise or terminate this request at any time.
- To reject any and all proposals, to waive any information of irregularities in the proposal process, and to make and award the contract in the best interest of the City.

The City of Lake City is not responsible for any costs incurred in the preparation and submission of Proposals by interested companies.

4. Format and Content

4.1. Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected.

4.2. Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing or submitting proposals including presentations and any other expenses called for in this Request for Proposal.

4.3. Proprietary Information

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement department with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

- B. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Lake City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.4. Requirements

- A. Proposals will be evaluated based on the information provided in the response. All documents should be 8 1/2 x 11 format.
- B. A cover letter, not to exceed three (2) additional pages, may also be included in the proposal. Qualification documents that exceed this length will be considered non responsive and will not be evaluated.
- C. During this process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Proposals must include a Table of Contents which provides clear identification of the material by section.

4.5. [Delivery of Proposals](#)

Proposals shall be submitted via the City's e-Procurement Portal. All Proposals submitted must be received in the Procurement Department by the time specified in this solicitation. It is the sole responsibility of the Proposer to ensure that Proposals are received by the due date and time. The City shall not be responsible for delays caused by any occurrence. Proposals received following the Proposal Due Date will not be considered.

4.6. [Evaluation Criteria](#)

An Evaluation Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein. The information that will be considered and relative scoring for each criterion is identified in the "[Evaluation Criteria](#)" section of the solicitation.

The scoring mechanism will be used by individual Evaluation Committee members to rank firms. Ranks from all Evaluation Committee members will then be summed for each Proposer in order to establish the overall rank order.

4.7. [Proposal Evaluation Committee and Evaluation Process](#)

A. Evaluation Committee

An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal.

B. Presentations

The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

C. Award without Presentations

The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

D. Ranking

The Committee will evaluate and rank the Proposers as set forth in the preceding section

entitled "Evaluation Criteria" and submit the proposed rank order to the Director of Procurement.

E. Authority to Award

Contracts negotiated as a result of this RFP will be presented to City Council for final award.

F. Reserved Rights

1. The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.
2. The City does not guarantee the award of any Contract as a result of this solicitation process.

5. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	1. Project Team <ul style="list-style-type: none"> • Qualifications and relevant individual experience. • Unique knowledge of key team members relating to the project. • Experience on projects as a team. • Key staff involvement in project management and on-site presence. • Time commitment or key staff. • Qualifications and relevant subconsultant experience. 	Points Based	20 <i>(20% of Total)</i>
2.	2. Firm Capabilities <ul style="list-style-type: none"> • Are the lines of authority and coordination clearly identified? • Are essential management functions identified? • Are the functions effectively integrated? • Current and projected work load . 	Points Based	20 <i>(20% of Total)</i>
3.	3. Prior Experience <ul style="list-style-type: none"> • Experience of the key staff and firm with projects of similar scope and complexity. • Demonstrated success on past projects of similar scope and complexity. 	Points Based	20 <i>(20% of Total)</i>

4.	<p>4. References</p> <p>Will be based on references submitted as part of RFQ, but can include clients not submitted.</p> <ul style="list-style-type: none"> • 10 references or more -10 points • 8 to 9 references -8 points • 6 to 7 references -6 points • 4 to 5 references -4 points • 3 references - 2 points • Less than 3 references- 0 points 	Points Based	10 <i>(10% of Total)</i>
5.	<p>5. Project Approach</p> <ul style="list-style-type: none"> • Budget methodology/cost control. • Quality control methodology. • Schedule maintenance methodology. 	Points Based	15 <i>(15% of Total)</i>
6.	<p>6. Work Location</p> <ul style="list-style-type: none"> • Proximity of firm's office as it may affect coordination with the City's projects and potential locations. • Firm's familiarity with the project area. • Knowledge of the local labor and material markets. 	Points Based	15 <i>(15% of Total)</i>

6. Terms and Conditions

6.1. CDBG Guidelines

Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

6.2. Contract Award

An award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP.

6.3. Questions Regarding the Solicitation or Proposal Process

To ensure fair consideration for all Proposers, the City prohibits communication to or with any officer, elected official (including the Mayor and City Council), department, division, office or employee of the City, and any Evaluation Committee members during the solicitation process from the date of issuance of the RFP through award, except as provided below.

All communications relating to this RFP between Proposer (or anyone on Proposer's behalf) and the City must be made through the Procurement Department. Any communications in violation of this provision may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future Proposal.

Any questions relative to interpretation of the solicitation or the Proposal process shall be submitted via the City's e-Procurement Portal. Questions must be received by the Procurement Department on or before the cut-off date for questions as specified in the Proposal Schedule. Questions received after the cut-off date as specified in the Proposal Schedule will not be considered.

Any interpretation made to prospective Proposers will be answered through the City's e-Procurement Portal or expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all persons on record as following this RFP, no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

It will be the responsibility of the Proposer to acknowledge and confirm receipt of all addenda in the City's e-Procurement Portal.

6.4. Additional Information

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City.

6.5. Addendum to Request for Proposals

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Procurement Department will furnish the revision by written Addendum.

6.6. Execution of Contract

Unless such time is extended by the City, the successful Proposer shall, within ten (10) calendar days after Notice of Award is issued by the City of Lake City, Procurement Department, sign and enter into a Contract with the City, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

6.7. Proposer's Guarantee

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

6.8. Indemnification

The Respondent agrees to indemnify and hold the City harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents In the event the completion of a project awarded pursuant to this RFP(to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from any and all increased expenses resulting from such delay.

6.9. Insurance Requirements

The Proposer will be required to furnish evidence of the following insurance coverage by a licensed Florida Company.

- A. Without limiting Proposer's indemnification, it is agreed that the successful Proposer will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Proposer's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
 1. Professional liability insurance to provide coverage of not less than one million dollars (\$1,000,000).

2. Workers' compensation insurance to apply for all employees of the contractor, sub-contractors and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
 3. Commercial General Liability insurance to provide coverage of not less than one million dollars (\$1,000,000) combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
 4. Comprehensive Automobile Liability Insurance covering all owned, hired and non- owned vehicles with coverage limits not less than one hundred thousand dollars (\$100,000) per person, three hundred thousand dollars (\$300,000) per occurrence and one hundred thousand dollars (\$100,000) property damage.
- B. The official title of the owner is "City of Lake City". This official title will be used in all insurance documentation.

6.10. Proof of Insurance

The Proposer will furnish to the Procurement Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract. If the initial insurance expires before the completion of the work, renewal Certificates of Insurance will be furnished thirty (30) days before the date of their expiration. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days' notice of cancellation and / or restriction.

7. Vendor Questionnaire

7.1. [Proposal Requirements*](#)

Did you read through and confirm that you met all of the proposal requirements including in the sections:

- Yes
 No

*Response required

7.2. [Statement of Qualification Document*](#)

Please upload your COMPLETE Statement of Qualifications

*Response required

7.3. [Documents Requiring Notorization*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Public Entity Crimes Statem...](#)
- [Drug Free Workplace Certifi...](#)
- [Non-Collusion Affidavit.pdf](#)
- [Conflict of Interest Statem...](#)

*Response required

7.4. [Disputes Disclosure Form*](#)

Answer the following by selecting which, if any, pertain to your organization. . If you answer "YES", please explain in the Disputes Disclosure Explanation question. If you answer None of the Above, please type "N/A" in the Disputes Disclosure Explanation question.

Select all that apply

- Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- None of the Above

*Response required

7.5. [Statement of Qualification Document*](#)

Please upload your Complete Statement of Qualifications.

Please confirm

*Response required

7.6. [E-Verify Affirmation Statement](#)

Please download the below documents, complete, and upload.

- [E-VERIFY AFFIRMATION STATEM...](#)

CITY COUNCIL RESOLUTION NO. 2023-148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH PITMAN ENGINEERING LLC; PROVIDING FOR ENGINEERING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to engage a firm to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the "Services"); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals (“RFQ” or “RFQ 017-2023”); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended PITMAN ENGINEERING LLC, (hereinafter “PITMAN”) to the City Council; and

WHEREAS, the City Council and PITMAN desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the “Continuing Contract”), to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

WHEREAS, the Continuing Contract is defined in Section 287.055(2)(g), Florida Statutes, and is subject to being terminated as provided for in the Continuing Contract; and

WHEREAS, the City Council finds it is in the best interest of the City to

execute the Continuing Contract with PITMAN.

**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 hereby made a part of this resolution.

Section 2. The City is hereby authorized to execute the Continuing Contract with GSE for consulting services for the City.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Continuing Contract 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 the Continuing Contract 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. Execution by the Mayor and PITMAN shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND
PITMAN ENGINEERING LLC**

THIS CONTRACT made and entered into this ____ day of _____ 202__ by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and PITMAN ENGINEERING LLC, a Florida Profit Limited Liability Company, having a principal address of 405 E DUVAL ST, LAKE CITY FL 32025 (herein referred to as "Contractor").

WHEREAS, the City desires to retain a contractor to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the “Services”); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals (“RFQ” or “RFQ 017-2023”); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended the Contractor to the City Council as the most qualified; and

WHEREAS, the Contractor desires to render the services as described hereinbelow, and has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the City desires to enter into a continuing contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

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 Contract.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of the Request for Proposals 017-2023 and all Addendums (hereinafter collectively referred to as "RFQ-017-2023" or "RFQ"), all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means PITMAN ENGINEERING LLC, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to

this Contract.

(d) "SERVICES" means, that the Contractor shall provide professional engineering services, all to be performed by Contractor or sub-contractors the Contractor may engage to provide, perform and complete the services required pursuant to the covenants, terms, and provisions of this Contract, any and all amendments to this Contract, and task assignments consistent with this Contract.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and within the RFQ.

4. **Term of Contract:** The term of this Contract shall be as follows:

(a) The term of this Contract shall be for three (3) years. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. Any extension shall be contingent upon the availability of funds, satisfactory performance

by the Contractor, and approval by the appropriate City representatives.

The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Contractor for its services within thirty (30) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Contractor shall resolve any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in furtherance of this Contract.

6. **Insurance:** Contractor agrees to and shall procure and maintain

insurance during the term of this Contract and shall provide proof of the following insurance coverages to the City Procurement Department prior to the commencement of work:

- (a) Comprehensive general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- (b) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$500,000.00 per occurrence and \$1,000,000.00 property damage and personal injury; and
- (c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and
- (d) Professional liability insurance for "errors and omissions" covering as insured the Contractor with not less than \$1,000,000.00 limit of liability.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy

or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent Contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages,

losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder

of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

11. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.

12. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

13. **Public Records:** The Contractor shall comply with all public records laws.

a. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City

**205 North Marion Avenue
Lake City, Florida 32055
1-386-752-2031**

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

15. **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. 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(5)(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.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Request for Proposals (RFQ-017-2023) and all addendum, and all attachments thereto, and the Contractor's response to the RFQ, copies of which are available in the City Clerk's office. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and

be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, 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.

19. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

[Remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract 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 Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

PITMAN ENGINEERING LLC

By: _____

File Attachments for Item:

11. City Council Resolution No. 2023-149 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with TOCOI ENGINEERING, L.L.C.; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Civil Engineer/Environmental Engineering Services

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Dee Johnson	Department Director	Date 11/22/2023
Recommended Action: Establish contracts for Civil & Environmental Engineering Services.		
Summary Explanation & Background: RFQ-017-2023 Civil Engineer/Environmental Engineering Services solicitation was from September 25, 2023, to October 23, 2023. The evaluation committee was held on November 13, 2023, in which they reviewed all proposals and ranked them based on the criteria. The committee members agreed with the final rankings and to move forward with these firms for Engineering Services: GSE Engineering and Consulting, eda consultants inc, Chen Moore and Associates, Gmuer Engineering, Wetland Solutions Inc, Pitman Engineering LLC, Tocol Engineering, and Bio-Tech Consulting Inc. By establishing contracts with multiple engineering firms this will give the City a full spectrum of engineering services. Task assignments will be assigned for each engineering project.		
Alternatives: Do a solicitation each time for projects needing Engineering Services.		
Source of Funds:		
Financial Impact:		
Exhibits Attached: (RFQ-017-2023) Consensus Scorecard, Evaluation Committee Meeting, Solicitation		

RFQ-017-2023 CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

Vendor	1. Project Team	2. Firm Capabilities	3. Prior Experience	4. References	5. Project Approach	6. Work Location	Total Score
Bio-Tech Consulting, Inc.	13.67	15.33	14.33	8	9	9.33	69.66
Chen Moore and Associates	14	15	14.33	9	12.33	9.67	74.33
eda consultants, inc.	15	13.67	15.33	9	12	10	75
Gruer Engineering	15	12.33	15.67	9	12.33	10	74.33
GSE Engineering and Consulting	14.67	15	14.33	9	12	10	75
Pitman Engineering LLC	14	12.33	14.33	9	11.33	9.33	70.32
Tocoi Engineering	14.33	14.33	14.33	9	11.33	7	70.32
Wetland Solutions, Inc	15.33	11.33	15.33	9	11.67	10	72.66

Evaluation Committee Meeting
RFQ-017-2023
Civil Engineer/Environmental Engineering Services
November 13, 2023 @ 10:30 a.m.

The Evaluation Committee was held on Monday, November 13, 2023 in the Conference Room located on the second floor of City Hall, 205 North Marion Avenue, beginning at 10:30 a.m.

Committee Members:

Joshua Wehinger, Fire Chief
Gerald Butler, Police Chief
David Young, Growth Management Director

Also in Attendance:

Brenda Karr, Procurement Analyst
Angel Bryant, Procurement Specialist
Doy Ramdass, Toco Engineering
Brian Pitman, Pitman Engineering

Individual scoring sheets were returned to committee members as well as a copy of the composite of all scoring sheets.

An open discussion was conducted regarding the proposals.

The committee members all agreed with the final ranking.

It was decided to move forward and present to Council for consent to move forward with all 8 (eight) firms.

The above is my best understanding of items discussed.



Brenda Karr, Procurement Analyst

** An audio recording is available for this meeting.

REQUEST FOR PROPOSAL

RFQ-017-2023

CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RELEASE DATE: September 25, 2023

DEADLINE FOR QUESTIONS: October 9, 2023

RESPONSE DEADLINE: October 23, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
REQUEST FOR PROPOSAL
Civil Engineer/Environmental Engineering Services

I. The City of Lake City Florida.....

II. Introduction.....

III. Scope of Work

IV. Format and Content.....

V. Evaluation Criteria

VI. Terms and Conditions

VII. Vendor Questionnaire.....

1. The City of Lake City Florida

1.1. [Request for Proposal](#)

RFQ-017-2023

Civil Engineer/Environmental Engineering Services

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, ProcureNow, until 2:00 pm, local time, on Monday, October 23, 2023. Proposals delivered by any other means will not be considered by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

At the time of the proposal opening, only the names of the respondents will be read aloud.

Request for additional information or clarifications shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Monday, October 9, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal.

It will be the sole responsibility of the Proposer to contact the Procurement Department prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda must be accessed through ProcureNow.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

The City of Lake City reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

CITY OF LAKE CITY, FLORIDA

Paul Dyal
City Manager

2. Introduction

2.1. Summary

In accordance with the Consultants' Competitive Negotiation Act (Florida Statutes 287.055) the City of Lake City, Florida ("City") is seeking Qualifications from Firms for Civil Engineering Services for small projects within the City. Services will be on an as-needed basis for small projects to be coordinated with the Public Works or Utility Departments. However, other City departments may require and access services as well during the term of the contract. Federal requirements may be applicable to task orders issued for projects under the awarding Continuing Services Contracts. There are no small projects defined at this time.

2.2. Background

The City of Lake City is approximately 12.4 square miles in size and serves a population of approximately 12,000. The City of Lake City is an urban city located in Columbia County, Florida, a rural community.

The legislative branch of the City is composed of an elected five-member City Council consisting of the Mayor and four council members. The City Council is governed by the City Charter and by state and local laws and regulations.

The City of Lake City operates under a City Council-City Manager form of government and provides a full range of municipal services including: general government administration, law enforcement and fire protection, community redevelopment, stormwater management, sanitation and solid waste, as well as construction and maintenance of infrastructure, recreational, and other cultural facilities. The City also operates a municipal airport.

2.3. Contact Information

Brenda Karr

Procurement Analyst
205 North Marion Avenue
Lake City, FL 32055
Email: karrb@lcfla.com
Phone: [\(386\) 758-5407](tel:(386)758-5407)

Department:

Procurement

2.4. Timeline

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Note: Dates are subject to change. TBD = to be determined. NLT = no later than.

Issue RFP Notice	September 25, 2023
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Last Date for Receipt of Written Questions	October 9, 2023, 4:00pm
Question Response Deadline	October 16, 2023, 4:00pm
Addendum Issued (If Applicable)	October 18, 2023
Proposal Due Date	October 23, 2023, 2:00pm
Evaluation Committee Meeting	November 6, 2023

3. Scope of Work

3.1. Scope of Work

The City of Lake City is seeking proposals from qualified and experienced firms, licensed to practice in the State of Florida, with demonstrated skills and experience in Civil and Environmental Engineering.

3.2. Important Instructions for Electronic Submittal

The City is accepting electronic bid submissions. Bidders shall create a FREE account by signing up through our e-Procurement Portal at <https://procurement.opengov.com/portal/lcfla>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

3.3. Scope of Services

The Scope of Services included full spectrum civil engineering services to support the City's mission. The Scope of services may include but is not limited to:

1. Bid preparation (ADA compliant documents), technical specification development, cost estimating, project management, and construction monitoring;
2. Structural Engineering, Construction Engineering, & Inspection Services, such as administration and inspection of various construction projects to include roadway, utility and facilities, including proper recording analysis and reporting as required by the City;
3. Geotechnical Services, Topographic Mapping and Specific Purpose Surveys, topographic surveys using laser scanner technology of areas adjacent to the right of way with restricted access, e.g. railroad crossings;
4. Stormwater engineering, Stormwater facility design and management, calculation and development of stormwater management reviews;
5. Facility Engineering, such as general civil engineering services related to site development of public properties including design (such as park design), construction, renovations & rehabilitation, building & property site assessments, sustainability & energy efficiency design;
6. Landscape, hardscape, and irrigation design; park facility master planning; park and recreational facilities design, bicycle and pedestrian path design; integration of parks, landscaped and open spaces and recreational facilities;
7. Permitting design for state and federal agencies, including but not limited to SRWMD, DEP, FDOT and State Health Department;
8. Aquatic environmental engineering, construction, regulatory permitting, ecosystem restoration, regional sand management, environmental impact studies, environmental support services, and other related engineering services;
9. Roadway design, such as engineering services and design of arterial, collector, and local roadways including all ancillary components normally required: such as streetscapes, sidewalks. Design of bridges

and minor bridges, drainage and culverts associated with roadways, ability to inspect and provide roadway assessment reports, traffic concerns, street rehabilitation, reconstruction, and resurfacing;

10. Public works inspections, parking lots, parking spaces and capital improvement plans, feasibility and engineering studies.

3.4. [Contract](#)

The selected firm(s) or individual(s) will enter into a basic Contract for Civil/Environmental Engineering Services with the City and will provide services to the City under Task Assignments to the basic Contract. The contract term will be for a three (3) year period, with two (2) additional one (1) year extensions under the same terms and conditions upon mutual agreement of the City and the Engineering firm(s).

Task assignments to a basic contract may include engineering services as they relate to design and permitting of public works, utilities, recreational, aquatic environmental, landscape architecture, environmental impact assessments, site assessments, surveying, mitigation, etc.

The proposals must include the following:

Cover Letter (2 pages maximum).

There is no page limit to proposal.

All pages shall be single sided.

The name, address and telephone number of one (1) individual who will serve as the Project / Program Manager to whom all future correspondence and/or communications will be directed.

Firm background, including past experience on public work, utilities, recreational, aquatic environmental, and landscape architecture projects.

Statement of relevant qualification and experience of the firm and staff, including resumes of the Project / Program Manager and key staff members; current workload and record of similar professional accomplishments. References from at least five (3) projects.

Evidence of the interest firm's or individuals ability to provide the following insurance coverage, either under existing policies or by virtue of a project specific policy: (A) Professional Liability - \$1,000,000; (B) Automobile Liability - \$500,000 CSL; (C) Worker's Compensation – Statutory/\$100,000; and (D) Comprehensive General Liability - \$1,000,000 CSL.

3.5. [Selection Process/Criteria](#)

Representatives from the City of Lake City will review the proposals. In reviewing the proposals, the selection criteria will include (but not limited to) the following:

1. Project Team (Identify the project principal, the project manager, and key staff. Describe briefly how the team's qualifications and experience relate to specific project.)

- Qualifications and relevant individual experience.

- Unique knowledge of key team members relating to the project.
- Experience on projects as a team.
- Key staff involvement in project management and on-site presence.
- Time commitment or key staff.
- Qualifications and relevant subconsultant experience.

2. Firm Capabilities

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated?
- Current and projected work load

Note: Organization charts or graphs may be included to show your capacity.

3. Prior Experience (Use this portion of your submittal to describe relevant experiences with project types described in this RFQ document and various services to be provided)

- Experience of the key staff and firm with projects of similar scope and complexity.
- Demonstrated success on past projects of similar scope and complexity.

Note: Include the name, telephone number, and email of the project manager for every project listed.

4. References

- 10 references or more -10 points
- 8 to 9 references -8 points
- 6 to 7 references -6 points
- 4 to 5 references -4 points
- 3 references- 2 points
- Less than 3 references- 0 points

5. Project Approach

- Budget methodology/cost control.

Establish and maintain estimates of probable cost within department's established budget. Control consultant contract

costs. Co
ordinate value engineering activities.

- Quality control methodology.

Insure City Policies and Procedures are followed. Insure
the project is designed for durability and maintainability.

- Schedule maintenance methodology.

Manage the required work to meet the established schedule.

6. Work Location

- Proximity of firm's office as it may affect coordination with the City's projects and potential locations.
- Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.

The City of Lake City reserves the following rights:

- To select a Civil Engineer based solely on the quality of the proposal (Statement of Qualifications).
- To prepare a short-list of qualified firms and to interview these firms, as deemed necessary to select a civil/environmental engineer.
- To re-advertise or terminate this request at any time.
- To reject any and all proposals, to waive any information of irregularities in the proposal process, and to make and award the contract in the best interest of the City.

The City of Lake City is not responsible for any costs incurred in the preparation and submission of Proposals by interested companies.

4. Format and Content

4.1. Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected.

4.2. Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing or submitting proposals including presentations and any other expenses called for in this Request for Proposal.

4.3. Proprietary Information

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement department with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes
- B. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Lake City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.4. Requirements

- A. Proposals will be evaluated based on the information provided in the response. All documents should be 8 1/2 x 11 format.
- B. A cover letter, not to exceed three (2) additional pages, may also be included in the proposal. Qualification documents that exceed this length will be considered non responsive and will not be evaluated.
- C. During this process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Proposals must include a Table of Contents which provides clear identification of the material by section.

4.5. [Delivery of Proposals](#)

Proposals shall be submitted via the City's e-Procurement Portal. All Proposals submitted must be received in the Procurement Department by the time specified in this solicitation. It is the sole responsibility of the Proposer to ensure that Proposals are received by the due date and time. The City shall not be responsible for delays caused by any occurrence. Proposals received following the Proposal Due Date will not be considered.

4.6. [Evaluation Criteria](#)

An Evaluation Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein. The information that will be considered and relative scoring for each criterion is identified in the "[Evaluation Criteria](#)" section of the solicitation.

The scoring mechanism will be used by individual Evaluation Committee members to rank firms. Ranks from all Evaluation Committee members will then be summed for each Proposer in order to establish the overall rank order.

4.7. [Proposal Evaluation Committee and Evaluation Process](#)

A. Evaluation Committee

An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal.

B. Presentations

The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

C. Award without Presentations

The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

D. Ranking

The Committee will evaluate and rank the Proposers as set forth in the preceding section

entitled "Evaluation Criteria" and submit the proposed rank order to the Director of Procurement.

E. Authority to Award

Contracts negotiated as a result of this RFP will be presented to City Council for final award.

F. Reserved Rights

1. The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.
2. The City does not guarantee the award of any Contract as a result of this solicitation process.

5. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	1. Project Team <ul style="list-style-type: none"> • Qualifications and relevant individual experience. • Unique knowledge of key team members relating to the project. • Experience on projects as a team. • Key staff involvement in project management and on-site presence. • Time commitment or key staff. • Qualifications and relevant subconsultant experience. 	Points Based	20 <i>(20% of Total)</i>
2.	2. Firm Capabilities <ul style="list-style-type: none"> • Are the lines of authority and coordination clearly identified? • Are essential management functions identified? • Are the functions effectively integrated? • Current and projected work load . 	Points Based	20 <i>(20% of Total)</i>
3.	3. Prior Experience <ul style="list-style-type: none"> • Experience of the key staff and firm with projects of similar scope and complexity. • Demonstrated success on past projects of similar scope and complexity. 	Points Based	20 <i>(20% of Total)</i>

4.	<p>4. References</p> <p>Will be based on references submitted as part of RFQ, but can include clients not submitted.</p> <ul style="list-style-type: none"> • 10 references or more -10 points • 8 to 9 references -8 points • 6 to 7 references -6 points • 4 to 5 references -4 points • 3 references - 2 points • Less than 3 references- 0 points 	Points Based	10 <i>(10% of Total)</i>
5.	<p>5. Project Approach</p> <ul style="list-style-type: none"> • Budget methodology/cost control. • Quality control methodology. • Schedule maintenance methodology. 	Points Based	15 <i>(15% of Total)</i>
6.	<p>6. Work Location</p> <ul style="list-style-type: none"> • Proximity of firm's office as it may affect coordination with the City's projects and potential locations. • Firm's familiarity with the project area. • Knowledge of the local labor and material markets. 	Points Based	15 <i>(15% of Total)</i>

6. Terms and Conditions

6.1. [CDBG Guidelines](#)

Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

6.2. [Contract Award](#)

An award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP.

6.3. [Questions Regarding the Solicitation or Proposal Process](#)

To ensure fair consideration for all Proposers, the City prohibits communication to or with any officer, elected official (including the Mayor and City Council), department, division, office or employee of the City, and any Evaluation Committee members during the solicitation process from the date of issuance of the RFP through award, except as provided below.

All communications relating to this RFP between Proposer (or anyone on Proposer's behalf) and the City must be made through the Procurement Department. Any communications in violation of this provision may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future Proposal.

Any questions relative to interpretation of the solicitation or the Proposal process shall be submitted via the City's e-Procurement Portal. Questions must be received by the Procurement Department on or before the cut-off date for questions as specified in the Proposal Schedule. Questions received after the cut-off date as specified in the Proposal Schedule will not be considered.

Any interpretation made to prospective Proposers will be answered through the City's e-Procurement Portal or expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all persons on record as following this RFP, no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

It will be the responsibility of the Proposer to acknowledge and confirm receipt of all addenda in the City's e-Procurement Portal.

6.4. [Additional Information](#)

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City.

6.5. [Addendum to Request for Proposals](#)

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Procurement Department will furnish the revision by written Addendum.

6.6. Execution of Contract

Unless such time is extended by the City, the successful Proposer shall, within ten (10) calendar days after Notice of Award is issued by the City of Lake City, Procurement Department, sign and enter into a Contract with the City, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

6.7. Proposer's Guarantee

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

6.8. Indemnification

The Respondent agrees to indemnify and hold the City harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents In the event the completion of a project awarded pursuant to this RFP(to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from any and all increased expenses resulting from such delay.

6.9. Insurance Requirements

The Proposer will be required to furnish evidence of the following insurance coverage by a licensed Florida Company.

- A. Without limiting Proposer's indemnification, it is agreed that the successful Proposer will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Proposer's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
 1. Professional liability insurance to provide coverage of not less than one million dollars (\$1,000,000).

2. Workers' compensation insurance to apply for all employees of the contractor, sub-contractors and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
 3. Commercial General Liability insurance to provide coverage of not less than one million dollars (\$1,000,000) combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
 4. Comprehensive Automobile Liability Insurance covering all owned, hired and non- owned vehicles with coverage limits not less than one hundred thousand dollars (\$100,000) per person, three hundred thousand dollars (\$300,000) per occurrence and one hundred thousand dollars (\$100,000) property damage.
- B. The official title of the owner is "City of Lake City". This official title will be used in all insurance documentation.

6.10. Proof of Insurance

The Proposer will furnish to the Procurement Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract. If the initial insurance expires before the completion of the work, renewal Certificates of Insurance will be furnished thirty (30) days before the date of their expiration. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days' notice of cancellation and / or restriction.

7. Vendor Questionnaire

7.1. [Proposal Requirements*](#)

Did you read through and confirm that you met all of the proposal requirements including in the sections:

- Yes
 No

*Response required

7.2. [Statement of Qualification Document*](#)

Please upload your COMPLETE Statement of Qualifications

*Response required

7.3. [Documents Requiring Notorization*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Public Entity Crimes Statem...](#)
- [Drug Free Workplace Certifi...](#)
- [Non-Collusion Affidavit.pdf](#)
- [Conflict of Interest Statem...](#)

*Response required

7.4. [Disputes Disclosure Form*](#)

Answer the following by selecting which, if any, pertain to your organization. . If you answer "YES", please explain in the Disputes Disclosure Explanation question. If you answer None of the Above, please type "N/A" in the Disputes Disclosure Explanation question.

Select all that apply

- Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- None of the Above

*Response required

7.5. [Statement of Qualification Document*](#)

Please upload your Complete Statement of Qualifications.

Please confirm

*Response required

7.6. [E-Verify Affirmation Statement](#)

Please download the below documents, complete, and upload.

- [E-VERIFY AFFIRMATION STATEM...](#)

CITY COUNCIL RESOLUTION NO. 2023-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH TOCOI ENGINEERING, L.L.C.; PROVIDING FOR ENGINEERING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to engage a firm to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the "Services"); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals (“RFQ” or “RFQ 017-2023”); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended TOCOI ENGINEERING, L.L.C., (hereinafter “TOCOI”) to the City Council; and

WHEREAS, the City Council and TOCOI desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the “Continuing Contract”), to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

WHEREAS, the Continuing Contract is defined in Section 287.055(2)(g), Florida Statutes, and is subject to being terminated as provided for in the Continuing Contract; and

WHEREAS, the City Council finds it is in the best interest of the City to

execute the Continuing Contract with TOCOI.

**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 hereby made a part of this resolution.

Section 2. The City is hereby authorized to execute the Continuing Contract with GSE for consulting services for the City.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Continuing Contract 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 the Continuing Contract 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. Execution by the Mayor and TOCOI shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND
TOCOI ENGINEERING, L.L.C.**

THIS CONTRACT made and entered into this ____ day of _____ 202__ by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and TOCOI ENGINEERING, L.L.C., a Florida Profit Limited Liability Company, having a principal address of 714 N. ORANGE AVENUE, GREEN COVE SPRINGS, FL 32043 (herein referred to as "Contractor").

WHEREAS, the City desires to retain a contractor to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the "Services"); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals ("RFQ" or "RFQ 017-2023"); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended the Contractor to the City Council as the most qualified; and

WHEREAS, the Contractor desires to render the services as described hereinbelow, and has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the City desires to enter into a continuing contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

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 Contract.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of the Request for Proposals 017-2023 and all Addendums (hereinafter collectively referred to as "RFQ-017-2023" or "RFQ"), all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means TOCOI ENGINEERING, L.L.C., which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to

this Contract.

(d) "SERVICES" means, that the Contractor shall provide professional engineering services, all to be performed by Contractor or sub-contractors the Contractor may engage to provide, perform and complete the services required pursuant to the covenants, terms, and provisions of this Contract, any and all amendments to this Contract, and task assignments consistent with this Contract.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and within the RFQ.

4. **Term of Contract:** The term of this Contract shall be as follows:

(a) The term of this Contract shall be for three (3) years. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. Any extension shall be contingent upon the availability of funds, satisfactory performance

by the Contractor, and approval by the appropriate City representatives.

The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Contractor for its services within thirty (30) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Contractor shall resolve any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in furtherance of this Contract.

6. **Insurance:** Contractor agrees to and shall procure and maintain

insurance during the term of this Contract and shall provide proof of the following insurance coverages to the City Procurement Department prior to the commencement of work:

- (a) Comprehensive general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- (b) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$500,000.00 per occurrence and \$1,000,000.00 property damage and personal injury; and
- (c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and
- (d) Professional liability insurance for "errors and omissions" covering as insured the Contractor with not less than \$1,000,000.00 limit of liability.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy

or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent Contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages,

losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder

of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

11. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.

12. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

13. **Public Records:** The Contractor shall comply with all public records laws.

a. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City

**205 North Marion Avenue
Lake City, Florida 32055
1-386-752-2031**

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

15. **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. 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(5)(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.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Request for Proposals (RFQ-017-2023) and all addendum, and all attachments thereto, and the Contractor's response to the RFQ, copies of which are available in the City Clerk's office. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and

be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, 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.

19. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

[Remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract 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 Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

TOCOI ENGINEERING, L.L.C.

By: _____

File Attachments for Item:

12. City Council Resolution No. 2023-150 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with Wetland Solutions, Inc.; providing for engineering services; providing for severability; providing for conflicts; and providing for an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Civil Engineer/Environmental Engineering Services

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Dee Johnson	Department Director	Date 11/22/2023
Recommended Action: Establish contracts for Civil & Environmental Engineering Services.		
Summary Explanation & Background: RFQ-017-2023 Civil Engineer/Environmental Engineering Services solicitation was from September 25, 2023, to October 23, 2023. The evaluation committee was held on November 13, 2023, in which they reviewed all proposals and ranked them based on the criteria. The committee members agreed with the final rankings and to move forward with these firms for Engineering Services: GSE Engineering and Consulting, eda consultants inc, Chen Moore and Associates, Gmuer Engineering, Wetland Solutions Inc, Pitman Engineering LLC, Tocol Engineering, and Bio-Tech Consulting Inc. By establishing contracts with multiple engineering firms this will give the City a full spectrum of engineering services. Task assignments will be assigned for each engineering project.		
Alternatives: Do a solicitation each time for projects needing Engineering Services.		
Source of Funds:		
Financial Impact:		
Exhibits Attached: (RFQ-017-2023) Consensus Scorecard, Evaluation Committee Meeting, Solicitation		

RFQ-017-2023 CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

Vendor	1. Project Team	2. Firm Capabilities	3. Prior Experience	4. References	5. Project Approach	6. Work Location	Total Score
Bio-Tech Consulting, Inc.	13.67	15.33	14.33	8	9	9.33	69.66
Chen Moore and Associates	14	15	14.33	9	12.33	9.67	74.33
eda consultants, inc.	15	13.67	15.33	9	12	10	75
Gruer Engineering	15	12.33	15.67	9	12.33	10	74.33
GSE Engineering and Consulting	14.67	15	14.33	9	12	10	75
Pitman Engineering LLC	14	12.33	14.33	9	11.33	9.33	70.32
Tocoi Engineering	14.33	14.33	14.33	9	11.33	7	70.32
Wetland Solutions, Inc	15.33	11.33	15.33	9	11.67	10	72.66

Evaluation Committee Meeting
RFQ-017-2023
Civil Engineer/Environmental Engineering Services
November 13, 2023 @ 10:30 a.m.

The Evaluation Committee was held on Monday, November 13, 2023 in the Conference Room located on the second floor of City Hall, 205 North Marion Avenue, beginning at 10:30 a.m.

Committee Members:

Joshua Wehinger, Fire Chief
Gerald Butler, Police Chief
David Young, Growth Management Director

Also in Attendance:

Brenda Karr, Procurement Analyst
Angel Bryant, Procurement Specialist
Doy Ramdass, Toco Engineering
Brian Pitman, Pitman Engineering

Individual scoring sheets were returned to committee members as well as a copy of the composite of all scoring sheets.

An open discussion was conducted regarding the proposals.

The committee members all agreed with the final ranking.

It was decided to move forward and present to Council for consent to move forward with all 8 (eight) firms.

The above is my best understanding of items discussed.



Brenda Karr, Procurement Analyst

** An audio recording is available for this meeting.

REQUEST FOR PROPOSAL

RFQ-017-2023

CIVIL ENGINEER/ENVIRONMENTAL ENGINEERING SERVICES

City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RELEASE DATE: September 25, 2023

DEADLINE FOR QUESTIONS: October 9, 2023

RESPONSE DEADLINE: October 23, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
REQUEST FOR PROPOSAL
Civil Engineer/Environmental Engineering Services

I. The City of Lake City Florida.....

II. Introduction.....

III. Scope of Work

IV. Format and Content.....

V. Evaluation Criteria

VI. Terms and Conditions

VII. Vendor Questionnaire.....

1. The City of Lake City Florida

1.1. [Request for Proposal](#)

RFQ-017-2023

Civil Engineer/Environmental Engineering Services

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, ProcureNow, until 2:00 pm, local time, on Monday, October 23, 2023. Proposals delivered by any other means will not be considered by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

At the time of the proposal opening, only the names of the respondents will be read aloud.

Request for additional information or clarifications shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Monday, October 9, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal.

It will be the sole responsibility of the Proposer to contact the Procurement Department prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda must be accessed through ProcureNow.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

The City of Lake City reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

CITY OF LAKE CITY, FLORIDA

Paul Dyal
City Manager

2. Introduction

2.1. Summary

In accordance with the Consultants' Competitive Negotiation Act (Florida Statutes 287.055) the City of Lake City, Florida ("City") is seeking Qualifications from Firms for Civil Engineering Services for small projects within the City. Services will be on an as-needed basis for small projects to be coordinated with the Public Works or Utility Departments. However, other City departments may require and access services as well during the term of the contract. Federal requirements may be applicable to task orders issued for projects under the awarding Continuing Services Contracts. There are no small projects defined at this time.

2.2. Background

The City of Lake City is approximately 12.4 square miles in size and serves a population of approximately 12,000. The City of Lake City is an urban city located in Columbia County, Florida, a rural community.

The legislative branch of the City is composed of an elected five-member City Council consisting of the Mayor and four council members. The City Council is governed by the City Charter and by state and local laws and regulations.

The City of Lake City operates under a City Council-City Manager form of government and provides a full range of municipal services including: general government administration, law enforcement and fire protection, community redevelopment, stormwater management, sanitation and solid waste, as well as construction and maintenance of infrastructure, recreational, and other cultural facilities. The City also operates a municipal airport.

2.3. Contact Information

Brenda Karr

Procurement Analyst
205 North Marion Avenue
Lake City, FL 32055
Email: karrb@lcfla.com
Phone: [\(386\) 758-5407](tel:(386)758-5407)

Department:

Procurement

2.4. Timeline

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Note: Dates are subject to change. TBD = to be determined. NLT = no later than.

Issue RFP Notice	September 25, 2023
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Last Date for Receipt of Written Questions	October 9, 2023, 4:00pm
Question Response Deadline	October 16, 2023, 4:00pm
Addendum Issued (If Applicable)	October 18, 2023
Proposal Due Date	October 23, 2023, 2:00pm
Evaluation Committee Meeting	November 6, 2023

3. Scope of Work

3.1. Scope of Work

The City of Lake City is seeking proposals from qualified and experienced firms, licensed to practice in the State of Florida, with demonstrated skills and experience in Civil and Environmental Engineering.

3.2. Important Instructions for Electronic Submittal

The City is accepting electronic bid submissions. Bidders shall create a FREE account by signing up through our e-Procurement Portal at <https://procurement.opengov.com/portal/lcfla>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

3.3. Scope of Services

The Scope of Services included full spectrum civil engineering services to support the City's mission. The Scope of services may include but is not limited to:

1. Bid preparation (ADA compliant documents), technical specification development, cost estimating, project management, and construction monitoring;
2. Structural Engineering, Construction Engineering, & Inspection Services, such as administration and inspection of various construction projects to include roadway, utility and facilities, including proper recording analysis and reporting as required by the City;
3. Geotechnical Services, Topographic Mapping and Specific Purpose Surveys, topographic surveys using laser scanner technology of areas adjacent to the right of way with restricted access, e.g. railroad crossings;
4. Stormwater engineering, Stormwater facility design and management, calculation and development of stormwater management reviews;
5. Facility Engineering, such as general civil engineering services related to site development of public properties including design (such as park design), construction, renovations & rehabilitation, building & property site assessments, sustainability & energy efficiency design;
6. Landscape, hardscape, and irrigation design; park facility master planning; park and recreational facilities design, bicycle and pedestrian path design; integration of parks, landscaped and open spaces and recreational facilities;
7. Permitting design for state and federal agencies, including but not limited to SRWMD, DEP, FDOT and State Health Department;
8. Aquatic environmental engineering, construction, regulatory permitting, ecosystem restoration, regional sand management, environmental impact studies, environmental support services, and other related engineering services;
9. Roadway design, such as engineering services and design of arterial, collector, and local roadways including all ancillary components normally required: such as streetscapes, sidewalks. Design of bridges

and minor bridges, drainage and culverts associated with roadways, ability to inspect and provide roadway assessment reports, traffic concerns, street rehabilitation, reconstruction, and resurfacing;

10. Public works inspections, parking lots, parking spaces and capital improvement plans, feasibility and engineering studies.

3.4. Contract

The selected firm(s) or individual(s) will enter into a basic Contract for Civil/Environmental Engineering Services with the City and will provide services to the City under Task Assignments to the basic Contract. The contract term will be for a three (3) year period, with two (2) additional one (1) year extensions under the same terms and conditions upon mutual agreement of the City and the Engineering firm(s).

Task assignments to a basic contract may include engineering services as they relate to design and permitting of public works, utilities, recreational, aquatic environmental, landscape architecture, environmental impact assessments, site assessments, surveying, mitigation, etc.

The proposals must include the following:

Cover Letter (2 pages maximum).

There is no page limit to proposal.

All pages shall be single sided.

The name, address and telephone number of one (1) individual who will serve as the Project / Program Manager to whom all future correspondence and/or communications will be directed.

Firm background, including past experience on public work, utilities, recreational, aquatic environmental, and landscape architecture projects.

Statement of relevant qualification and experience of the firm and staff, including resumes of the Project / Program Manager and key staff members; current workload and record of similar professional accomplishments. References from at least five (3) projects.

Evidence of the interest firm's or individuals ability to provide the following insurance coverage, either under existing policies or by virtue of a project specific policy: (A) Professional Liability - \$1,000,000; (B) Automobile Liability - \$500,000 CSL; (C) Worker's Compensation – Statutory/\$100,000; and (D) Comprehensive General Liability - \$1,000,000 CSL.

3.5. Selection Process/Criteria

Representatives from the City of Lake City will review the proposals. In reviewing the proposals, the selection criteria will include (but not limited to) the following:

1. Project Team (Identify the project principal, the project manager, and key staff. Describe briefly how the team's qualifications and experience relate to specific project.)

- Qualifications and relevant individual experience.

- Unique knowledge of key team members relating to the project.
- Experience on projects as a team.
- Key staff involvement in project management and on-site presence.
- Time commitment or key staff.
- Qualifications and relevant subconsultant experience.

2. Firm Capabilities

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated?
- Current and projected work load

Note: Organization charts or graphs may be included to show your capacity.

3. Prior Experience (Use this portion of your submittal to describe relevant experiences with project types described in this RFQ document and various services to be provided)

- Experience of the key staff and firm with projects of similar scope and complexity.
- Demonstrated success on past projects of similar scope and complexity.

Note: Include the name, telephone number, and email of the project manager for every project listed.

4. References

- 10 references or more -10 points
- 8 to 9 references -8 points
- 6 to 7 references -6 points
- 4 to 5 references -4 points
- 3 references- 2 points
- Less than 3 references- 0 points

5. Project Approach

- Budget methodology/cost control.

Establish and maintain estimates of probable cost within department's established budget. Control consultant contract

costs. Co
ordinate value engineering activities.

- Quality control methodology.
Insure City Policies and Procedures are followed. Insure
the project is designed for durability and maintainability.

- Schedule maintenance methodology.
Manage the required work to meet the established schedule.

6. Work Location

- Proximity of firm's office as it may affect coordination with the City's projects and potential locations.
- Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.

The City of Lake City reserves the following rights:

- To select a Civil Engineer based solely on the quality of the proposal (Statement of Qualifications).
- To prepare a short-list of qualified firms and to interview these firms, as deemed necessary to select a civil/environmental engineer.
- To re-advertise or terminate this request at any time.
- To reject any and all proposals, to waive any information of irregularities in the proposal process, and to make and award the contract in the best interest of the City.

The City of Lake City is not responsible for any costs incurred in the preparation and submission of Proposals by interested companies.

4. Format and Content

4.1. Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected.

4.2. Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing or submitting proposals including presentations and any other expenses called for in this Request for Proposal.

4.3. Proprietary Information

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement department with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

- B. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Lake City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.4. Requirements

- A. Proposals will be evaluated based on the information provided in the response. All documents should be 8 1/2 x 11 format.
- B. A cover letter, not to exceed three (2) additional pages, may also be included in the proposal. Qualification documents that exceed this length will be considered non responsive and will not be evaluated.
- C. During this process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Proposals must include a Table of Contents which provides clear identification of the material by section.

4.5. [Delivery of Proposals](#)

Proposals shall be submitted via the City's e-Procurement Portal. All Proposals submitted must be received in the Procurement Department by the time specified in this solicitation. It is the sole responsibility of the Proposer to ensure that Proposals are received by the due date and time. The City shall not be responsible for delays caused by any occurrence. Proposals received following the Proposal Due Date will not be considered.

4.6. [Evaluation Criteria](#)

An Evaluation Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein. The information that will be considered and relative scoring for each criterion is identified in the "[Evaluation Criteria](#)" section of the solicitation.

The scoring mechanism will be used by individual Evaluation Committee members to rank firms. Ranks from all Evaluation Committee members will then be summed for each Proposer in order to establish the overall rank order.

4.7. [Proposal Evaluation Committee and Evaluation Process](#)

A. Evaluation Committee

An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal.

B. Presentations

The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

C. Award without Presentations

The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

D. Ranking

The Committee will evaluate and rank the Proposers as set forth in the preceding section

entitled "Evaluation Criteria" and submit the proposed rank order to the Director of Procurement.

E. Authority to Award

Contracts negotiated as a result of this RFP will be presented to City Council for final award.

F. Reserved Rights

1. The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.
2. The City does not guarantee the award of any Contract as a result of this solicitation process.

5. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	1. Project Team <ul style="list-style-type: none"> • Qualifications and relevant individual experience. • Unique knowledge of key team members relating to the project. • Experience on projects as a team. • Key staff involvement in project management and on-site presence. • Time commitment or key staff. • Qualifications and relevant subconsultant experience. 	Points Based	20 <i>(20% of Total)</i>
2.	2. Firm Capabilities <ul style="list-style-type: none"> • Are the lines of authority and coordination clearly identified? • Are essential management functions identified? • Are the functions effectively integrated? • Current and projected work load . 	Points Based	20 <i>(20% of Total)</i>
3.	3. Prior Experience <ul style="list-style-type: none"> • Experience of the key staff and firm with projects of similar scope and complexity. • Demonstrated success on past projects of similar scope and complexity. 	Points Based	20 <i>(20% of Total)</i>

4.	<p>4. References</p> <p>Will be based on references submitted as part of RFQ, but can include clients not submitted.</p> <ul style="list-style-type: none"> • 10 references or more -10 points • 8 to 9 references -8 points • 6 to 7 references -6 points • 4 to 5 references -4 points • 3 references - 2 points • Less than 3 references- 0 points 	Points Based	10 <i>(10% of Total)</i>
5.	<p>5. Project Approach</p> <ul style="list-style-type: none"> • Budget methodology/cost control. • Quality control methodology. • Schedule maintenance methodology. 	Points Based	15 <i>(15% of Total)</i>
6.	<p>6. Work Location</p> <ul style="list-style-type: none"> • Proximity of firm's office as it may affect coordination with the City's projects and potential locations. • Firm's familiarity with the project area. • Knowledge of the local labor and material markets. 	Points Based	15 <i>(15% of Total)</i>

6. Terms and Conditions

6.1. CDBG Guidelines

Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

6.2. Contract Award

An award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP.

6.3. Questions Regarding the Solicitation or Proposal Process

To ensure fair consideration for all Proposers, the City prohibits communication to or with any officer, elected official (including the Mayor and City Council), department, division, office or employee of the City, and any Evaluation Committee members during the solicitation process from the date of issuance of the RFP through award, except as provided below.

All communications relating to this RFP between Proposer (or anyone on Proposer's behalf) and the City must be made through the Procurement Department. Any communications in violation of this provision may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future Proposal.

Any questions relative to interpretation of the solicitation or the Proposal process shall be submitted via the City's e-Procurement Portal. Questions must be received by the Procurement Department on or before the cut-off date for questions as specified in the Proposal Schedule. Questions received after the cut-off date as specified in the Proposal Schedule will not be considered.

Any interpretation made to prospective Proposers will be answered through the City's e-Procurement Portal or expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all persons on record as following this RFP, no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

It will be the responsibility of the Proposer to acknowledge and confirm receipt of all addenda in the City's e-Procurement Portal.

6.4. Additional Information

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City.

6.5. Addendum to Request for Proposals

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Procurement Department will furnish the revision by written Addendum.

6.6. Execution of Contract

Unless such time is extended by the City, the successful Proposer shall, within ten (10) calendar days after Notice of Award is issued by the City of Lake City, Procurement Department, sign and enter into a Contract with the City, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

6.7. Proposer's Guarantee

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

6.8. Indemnification

The Respondent agrees to indemnify and hold the City harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents In the event the completion of a project awarded pursuant to this RFP(to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from any and all increased expenses resulting from such delay.

6.9. Insurance Requirements

The Proposer will be required to furnish evidence of the following insurance coverage by a licensed Florida Company.

- A. Without limiting Proposer's indemnification, it is agreed that the successful Proposer will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Proposer's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
 1. Professional liability insurance to provide coverage of not less than one million dollars (\$1,000,000).

2. Workers' compensation insurance to apply for all employees of the contractor, sub-contractors and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
 3. Commercial General Liability insurance to provide coverage of not less than one million dollars (\$1,000,000) combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
 4. Comprehensive Automobile Liability Insurance covering all owned, hired and non- owned vehicles with coverage limits not less than one hundred thousand dollars (\$100,000) per person, three hundred thousand dollars (\$300,000) per occurrence and one hundred thousand dollars (\$100,000) property damage.
- B. The official title of the owner is "City of Lake City". This official title will be used in all insurance documentation.

6.10. Proof of Insurance

The Proposer will furnish to the Procurement Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract. If the initial insurance expires before the completion of the work, renewal Certificates of Insurance will be furnished thirty (30) days before the date of their expiration. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days' notice of cancellation and / or restriction.

7. Vendor Questionnaire

7.1. [Proposal Requirements*](#)

Did you read through and confirm that you met all of the proposal requirements including in the sections:

- Yes
 No

*Response required

7.2. [Statement of Qualification Document*](#)

Please upload your COMPLETE Statement of Qualifications

*Response required

7.3. [Documents Requiring Notorization*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Public Entity Crimes Statem...](#)
- [Drug Free Workplace Certifi...](#)
- [Non-Collusion Affidavit.pdf](#)
- [Conflict of Interest Statem...](#)

*Response required

7.4. [Disputes Disclosure Form*](#)

Answer the following by selecting which, if any, pertain to your organization. . If you answer "YES", please explain in the Disputes Disclosure Explanation question. If you answer None of the Above, please type "N/A" in the Disputes Disclosure Explanation question.

Select all that apply

- Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- None of the Above

*Response required

7.5. [Statement of Qualification Document*](#)

Please upload your Complete Statement of Qualifications.

Please confirm

*Response required

7.6. [E-Verify Affirmation Statement](#)

Please download the below documents, complete, and upload.

- [E-VERIFY AFFIRMATION STATEM...](#)

CITY COUNCIL RESOLUTION NO. 2023-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH WETLAND SOLUTIONS, INC.; PROVIDING FOR ENGINEERING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to engage a firm to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the "Services"); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals (“RFQ” or “RFQ 017-2023”); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended WETLAND SOLUTIONS, INC., (hereinafter “WETLAND”) to the City Council; and

WHEREAS, the City Council and WETLAND desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the “Continuing Contract”), to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

WHEREAS, the Continuing Contract is defined in Section 287.055(2)(g), Florida Statutes, and is subject to being terminated as provided for in the Continuing Contract; and

WHEREAS, the City Council finds it is in the best interest of the City to

execute the Continuing Contract with WETLAND.

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 hereby made a part of this resolution.

Section 2. The City is hereby authorized to execute the Continuing Contract with GSE for consulting services for the City.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Continuing Contract 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 the Continuing Contract 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. Execution by the Mayor and WETLAND shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

**CONTRACT BETWEEN CITY OF LAKE CITY, FLORIDA AND
WETLAND SOLUTIONS, INC.**

THIS CONTRACT made and entered into this ____ day of _____ 202__ by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and WETLAND SOLUTIONS, INC., a Florida Profit Corporation, having a principal address of 6212 NW 43rd Street A, Gainesville, Florida 32653 (herein referred to as "Contractor").

WHEREAS, the City desires to retain a contractor to provide it with Civil Engineering Services for small projects within the City on an as-needed basis (hereinafter the "Services"); and

WHEREAS, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Proposals ("RFQ" or "RFQ 017-2023"); and

WHEREAS, the City administration evaluated the statements of qualifications received and recommended the Contractor to the City Council as the most qualified; and

WHEREAS, the Contractor desires to render the services as described hereinbelow, and has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the City desires to enter into a continuing contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

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 Contract.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of the Request for Proposals 017-2023 and all Addendums (hereinafter collectively referred to as "RFQ-017-2023" or "RFQ"), all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means WETLAND SOLUTIONS, INC., which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to

this Contract.

(d) "SERVICES" means, that the Contractor shall provide professional engineering services, all to be performed by Contractor or sub-contractors the Contractor may engage to provide, perform and complete the services required pursuant to the covenants, terms, and provisions of this Contract, any and all amendments to this Contract, and task assignments consistent with this Contract.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and within the RFQ.

4. **Term of Contract:** The term of this Contract shall be as follows:

(a) The term of this Contract shall be for three (3) years. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. Any extension shall be contingent upon the availability of funds, satisfactory performance

by the Contractor, and approval by the appropriate City representatives.

The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Contractor for its services within thirty (30) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Contractor shall resolve any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in furtherance of this Contract.

6. **Insurance:** Contractor agrees to and shall procure and maintain

insurance during the term of this Contract and shall provide proof of the following insurance coverages to the City Procurement Department prior to the commencement of work:

- (a) Comprehensive general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- (b) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$500,000.00 per occurrence and \$1,000,000.00 property damage and personal injury; and
- (c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and
- (d) Professional liability insurance for "errors and omissions" covering as insured the Contractor with not less than \$1,000,000.00 limit of liability.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy

or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent Contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages,

losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder

of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

11. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.

12. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

13. **Public Records:** The Contractor shall comply with all public records laws.

a. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City

**205 North Marion Avenue
Lake City, Florida 32055
1-386-752-2031**

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

15. **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. 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(5)(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.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Request for Proposals (RFQ-017-2023) and all addendum, and all attachments thereto, and the Contractor's response to the RFQ, copies of which are available in the City Clerk's office. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and

be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, 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.

19. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

[Remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract 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 Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

WETLAND SOLUTIONS, INC.

By: _____

File Attachments for Item:

13. City Council Resolution No. 2023-151 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Florida Industrial & Construction Services, LLC, for the purchase and installation of a 24 foot in length x 30 foot in width x 12 foot in height prefabricated metal building (pole barn) at a cost not to exceed \$32,719.46.

MEETING DATE
?

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: ITB-003-2024

DEPT / OFFICE: Utilities – Wastewater

Originator: Cody Pridgeon, Wastewater Director		
City Manager Dee Johnson	Department Director Cody Pridgeon	Date 11/27/24
Recommended Action: Award Bid to Florida Industrial & Construction Services, LLC		
Summary Explanation & Background: <p>Low bidder for ITB-003-2024 was Florida Industrial & Construction Services, LLC. Bid was to purchase and install 24ft x 30ft metal building to be used as a truck shelter and storage area located at the Saint Margarets Wastewater Treatment Facility. We will be parking the F550 crane truck under the shelter to protect it from the elements.</p> <p>The bid came in \$7,719.46 over the \$25,000 that was budgeted for the project but we have funds available in the same account that can cover the extra if approved.</p>		
Alternatives: Not Approve		
Source of Funds: 410.74.536-060.63		
Financial Impact: \$32,719.46		
Exhibits Attached: 1) Bid Sheet		

INVITATION TO BID

003-2024

PURCHASE AND INSTALLATION 24FT L X 30FT W X 12FT H
PREFABRICATED METAL BUILDING (POLE BARN): RE-BID

City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RELEASE DATE: October 23, 2023

DEADLINE FOR QUESTIONS: November 6, 2023

RESPONSE DEADLINE: November 20, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
INVITATION TO BID

Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal
Building (Pole Barn): Re-Bid

- I. Introduction.....
- II. Instruction To Bidders.....
- III. Scope of Work and Related Requirements.....
- IV. General Terms and Conditions.....
- V. Pricing Proposal
- VI. Vendor Questionnaire.....

Attachments:

A - 3DBuild_Pole_Barn (1)

1. Introduction

1.1. Summary

INVITATION TO BID

003-2024

Sealed bids will be accepted by the City of Lake City, Florida until Monday, November 20, 2023 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 p.m. on the OpenGov website.

Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn): Re-Bid

Any deviation from the specifications must be explained in detail under "Clarifications and Exceptions", as part of the Bidder's Response, and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions related to this ITB shall be submitted in writing through the [OpenGov](#) Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Monday, November 6, 2023 at 4:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of ninety (90) days following the opening of the responses.

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address, and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Dee Johnson

Interim City Manager

1.2. [Contact Information](#)

Project Contact:

Cody Pridgeon

Wastewater Director

527 SW Saint Margarets Street

Lake City, FL 32055

Email: pridgeonc@lcfla.com

Phone: [\(386\) 758-5455](tel:(386)758-5455)

Procurement Contact:

Brenda Karr

Procurement Analyst
205 North Marion Avenue
Lake City, FL 32055
Email: karrb@lcfla.com
Phone: [\(386\) 758-5407](tel:(386)758-5407)

Department:
Procurement

1.3. Timeline

Release Project Date	October 23, 2023
Pre-Proposal Meeting (Mandatory)	October 30, 2023, 2:00pm Wastewater Treatment Plant 527 SW Saint Margarets Street Lake City, FL 32055
Question Submission Deadline	November 6, 2023, 4:00pm
Question Response Deadline	November 13, 2023, 4:00pm
Proposal Submission Deadline	November 20, 2023, 2:00pm OpenGov
Contractor Selection Date	December 18, 2023

2. Instruction To Bidders

2.1. Overview

The City of Lake City is accepting bids for The purchase and installation of a 24ft in Length x 30ft in Width x 12ft in Height Prefabricated Metal Building (Pole Barn).

Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

2.2. Pre-Bid Meeting

Mandatory Pre-bid and site visit will be held on Monday, October 30, 2023 on site located at Wastewater Treatment Plant 527 SW Saint Margarets Street Lake City, FL 32055 at 2:00 pm. Only those that attend will be allowed to submit a proposal.

2.3. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Monday, November 20, 2023 at 2:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the [City's e-Procurement Portal, OpenGov](#) and may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Monday, November 13, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

2.5. Addenda

- A. The Procurement Department may issue an addendum in response to any inquiry received, prior to the deadline for questions which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. Bidders will be notified by email when an any addendum are issued.
- B. It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to Acknowledge receipt of the addenda in the OpenGov system. Failure to acknowledge each addendum in the OpenGov system will prevent your bid from being submitted.

2.6. Contents of Solicitation and Bidders Responsibilities

It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City or the amount to be paid to the vendor.

3. Scope of Work and Related Requirements

3.1. General Scope of Work

- 1.The contractor shall purchase and install one (1) new pre-fabricated metal building (pole barn) with roof. Shop drawings shall be provided and approved by the City of Lake City before manufacturing begins. The building shall comply with all State, Federal, and local laws and ordinances.
- 2.The building system shall include but not limited to: structural steel system, metal roof system, and all trim and accessories as required and foundation design and installation.
3. The intended use of this building is to act as a cover or awning over equipment, trailers, and vehicles to limit their exposure to the elements.
4. The successful Contractor shall be responsible for providing all required engineered drawings and specifications required to obtain the appropriate building permits. Electrical improvements will not be needed.

3.2. Specifications

- 1.The size of building shall be 24ft in Length x 30ft in Width x 12ft in Height.
- 2.The building must have an eave height in the back side of 11.5ft and front side of 12ft clearance. The building will be attached to an existing building with flashing to prevent rain from passing between them.
- 3.Two (2) single slope ridge frames, clear span.
4. No electricity is needed to the building.
5. ~~The building shall be designed and constructed to meet International Building Code (IBC) 15 and a minimum wind load of 120 mph. Building shall meet current Florida Building Codes.~~ Wind load requirement is 110 MPH (mile per hour) and shall meet FBC (Florida Building Code) latest edition.
- 6.Roof shall be 26 Gauge Galvalume Plus. Trim for the Wall, Roof, and Jamb shall be Galvalume Plus. No insulation is required for roof.
- 7.No slab is required; only foundations/footings shall be installed as required for the support framing.
- 8.All screw must contain an integral rubber washer.
- 9.The roof pitch shall be designed as single slope with no gutters and downspouts ensuring any runoff are directed away from the building. Roof metal shall be a minimum 26 gauge metal.
- 10.Roof and Trim color will be chosen once bidder has been selected and the steel structure will be standard red iron.
11. Concrete footers are the responsibility of the Contractor.
- 12.Freight charges must be included in the proposal. Delivery will be to the City of Lake City Saint Margarets Waste Water Treatment Plant located at 527 SW Saint Margarets Street, Lake City, FL 32025.

3.3. [Code and Standards](#)

The metal building must comply with all State, Federal, and local laws and ordinances.

3.4. [Permitting](#)

The successful contractor shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits.

3.5. [Installation](#)

Complete Installation of the building, footers, etc. shall be the responsibility of the Contractor.

3.6. [Protection of Property/Property Conditions](#)

- A. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
- B. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
- C. Bidder shall be responsible for securing all work areas to be safe.

3.7. [Safety](#)

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

3.8. [Employees](#)

- A. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
- B. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
- C. Contractor shall assign an "on-duty" supervisor who speaks and reads English.

- D. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.
- E. Contractor shall be solely responsible for receiving all materials and equipment at site.

3.9. Storage of Materials

Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

3.10. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

3.11. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

3.12. Traffic Control

No traffic control will be needed. Contractor must conduct the project to ensure minimum interference with facility and yard operations.

3.13. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.
- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

3.14. Delivery

Freight charges must be included in the proposal. All materials must be delivered FOB to City of Lake City Saint Margarets Waste Water Treatment Plant located at 527 SW Saint Margarets Street, Lake City, FL 32025. Contractor shall be represented on-site at time of delivery for material/equipment acceptance.

4. General Terms and Conditions

4.1. Definitions

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Invitation to Bid that if accepted would bind the Contractor to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation and must be the party entering into the Agreement with the City; also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **Contract:**The Agreement to provide the goods or perform the services set forth in this solicitation.
 - 1.4.1. **Purchase of Goods-** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specified incorporated and a City purchase order.
 - 1.4.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.5. **Contractor:**The vendor to whom award has been made.
- 1.6. **City:** Shall refer to City of Lake City, Florida.
- 1.7. **Required Bid Bonds –** Bidder is required to send in their bid bonds (if applicable) by the due date and time of the solicitation.
- 1.8. **Invitation to Bid (ITB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective bidders and to solicit bid responses from them.
- 1.9. **Language:** The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.
- 1.10. **Owner:** Shall refer to City of Lake City, Florida.
- 1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.13. **Responsive:** Refers to a Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB. Their bid, offer or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or submittals from Bidders.

4.2. Qualifications of Respondents

The City of Lake City reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

- A. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- B. Any Bidder may be required to show to the complete satisfaction of the City of Lake City that he/she has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- C. Bidder must possess any and all required licenses to perform and complete the work necessary in this project. The Bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

4.3. Award

Award may be made to the Bidder which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

4.4. Assignment

The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

4.5. Basis for Bidding

The total amount bid shall be based on quantities, unit prices and/or lump sum(s) according to the " Pricing Table" provided. Any quantities shown in the Pricing Table are estimates for the purpose of arriving at a total bid price for comparison of Bid Responses.

A Bidders bid prices shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence and the Procurement Department shall make and note the correction on the Final Bid Tabulation.

4.6. [Bidder Eligibility](#)

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:

- 6.1. Have NO delinquent indebtedness to the City of Lake City or other federal, state, or local agencies;
- 6.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
- 6.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
- 6.4. Be able to comply with the required or proposed delivery or performance schedule;
- 6.5. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
- 6.6. Have a satisfactory record of integrity and business ethics;
- 6.7. Be properly licensed by the appropriate regulatory agency for the work to be performed;
- 6.8. Not have any previous or current investigations, regardless of disposition or outcome, by the regulatory agency responsible for licensing Contractors; and
- 6.9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.7. [Cancellation of Solicitation](#)

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

4.8. [Changing of Forms](#)

If the City discovers any bid forms submitted by a bidder in response to this solicitation have been altered the City may, at its discretion, disqualify the Bidder and not consider their bid for award.

4.9. [Tax Exempt](#)

The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide a tax exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with

the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

4.10. Collusion Among Firms

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

4.11. Conflict of Interest

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Lake City. Further, all respondents must disclose the name of any City of Lake City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidders firm or any of its branches.

4.12. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Supplemental Terms & Conditions the Statement of Work, the Schedule of Bid Items, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items, the Statement of Work, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.

4.13. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

4.14. Cost of Preparing Bid Response

All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Lake City shall not reimburse any Bidder for any such costs.

4.15. Execution of Contract

The Contractor to whom the City intends to award a Contract will be required to execute an Agreement within ten (10) days from the date of the Notice of Recommendation for Award, and deliver these executed instruments as instructed to the City of Lake City Procurement Department.

4.16. Interpretation of Contract Documents

Each Bidder shall thoroughly examine the Forms Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation to the Procurement Department at 205 N. Marion Ave., Lake City, FL 32055 or by email to procurement@lcfla.com. Your notification should be done immediately, but in not case no later than **seven (7) business days** before the due date and time.

The City shall not be responsible for oral interpretation given by any City representative, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Representative to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Lake City in accordance with the specifications.

4.17. Liability

The Contractor shall hold and save the City of Lake City, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.

4.18. Notice to Proceed

Following contract award the City shall schedule with Contractor a pre-construction meeting. At that meeting the parties will mutually agree on a projects start date which will be used as the Notice to Proceed date. The City shall provide the Notice to Proceed (NTP) to the Contractor. Contractor shall sign NTP acknowledging receipt and agreeing to the dates. The performance period will be defined in the NTP using the NTP date with the days stated in the Time of Completion paragraph of the Contract Documents.

4.19. Price Bid

The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.

4.20. Protests

Protests can only be made by Interested Parties. Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific

reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

4.21. Public Entity Crime

Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

4.22. Public Record

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

4.23. Insurance

- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- D. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

4.24. Indemnity

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

4.25. Liquidated Damages

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$500.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

4.26. Schedule

- A. Upon receipt of all required documents a Notice to Proceed will be issued.

- B. The successful Contractor must complete all work within sixty (60) calendar days after delivery of equipment.

4.27. Special Conditions

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
- C. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

4.28. Payment

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

4.29. Or Equal

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equal" consideration must be received prior to the deadline for receiving questions.

4.30. Experience/References

Bidders must provide a statement of qualifications and include with their proposal a minimum of three (3) references for similar project in the last five (5) years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

4.31. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.

- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

4.32. Addendum

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

4.33. Required Documents

The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, References, Public Entity Crime Statement and E-Verify Affirmation Statement.

4.34. Employment Eligibility Verification (E-Verify)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

4.35. Payment And Performance Bonds

Payment and performance bonds are not a requirement of this bid.

4.36. Additional Information

The City of Lake City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

5. Pricing Proposal

PURCHASE AND INSTALLATION OF 24FTX30FTX12FT METAL BUILDING(POLE BARN)

Line Item	Description	Items	Unit of Measure	Total Cost	Comments
1	Purchase and Installation of 24ftx30ftx12ft Metal Building (Pole Barn)	1	All cost inclusive.		
TOTAL					

6. Vendor Questionnaire

6.1. References*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

***Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

6.2. Title and Organization*

Please provide your title and organization's name.

*Response required

6.3. Local Office*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

*Response required

6.4. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City 003-2024 described as Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn): Re-Bid.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

Please confirm

*Response required

6.6. [Disputes Disclosure Form*](#)

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

Select all that apply

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

None

*Response required

6.7. Disputes Disclosure Form - Explanation*

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

*Response required

6.8. Disputes Disclosure Form - Acknowledgement*

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

Please confirm

*Response required

6.9. Drug Free Workplace Certificate*

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Please confirm

*Response required

6.10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
003-2024, Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn): Re-Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Please confirm

*Response required

6.11. E-Verify Affirmation Statement*

003-2024-Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn): Re-Bid

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Please confirm

*Response required

6.12. Bidder's Checklist*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

Please confirm

*Response required

6.13. Clarifications and Exceptions*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

*Response required

6.14. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

6.14.1. Federal Identification No. (FEID)*

Please provide your FEIN number here.

*Response required

6.14.2. Acknowledgments*

- A. This sworn statement is submitted with 003-2024.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Please confirm

*Response required

6.14.3. Please indicate which statement applies.*

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

Select all that apply

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final

order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

*Response required

6.14.4. *Required Documents*

Please upload your Final Order if you selected Option 3 or Option 4 above.

6.14.5. *Describe Action Taken*

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

CITY COUNCIL RESOLUTION NO. 2023-151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTRACT WITH FLORIDA INDUSTRIAL & CONSTRUCTION SERVICES LLC, FOR THE PURCHASE AND INSTALLATION OF A 24 FOOT IN LENGTH X 30 FOOT IN WIDTH X 12 FOOT IN HEIGHT PREFABRICATED METAL BUILDING (POLE BARN) AT A COST NOT TO EXCEED \$32,719.46.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) requires the purchase and installation of a 24 foot in length x 30 foot in width x 12 foot in height prefabricated metal building (Pole Barn) (hereinafter the “Project”); and

WHEREAS, Section 2-178(d) of the City Code requires the procurement of supplies and contractual services based on a competitive bid process; and

WHEREAS, the City advertised Invitation to Bid 003-2024 (hereinafter the “ITB”) for the procurement of the aforementioned Project; and

WHEREAS, the City Administration has advised the City Council, that the bid of Florida Industrial & Construction Services LLC (hereinafter “Fi-Con”) of \$32,719.46 was the lowest responsible bidder to the ITB, and that said bid should be accepted, and that Fi-Con should be awarded the contract for the Project at a price not to exceed \$32,719.46 (hereinafter the “Contract Price”); and

WHEREAS, the City Council finds that it is in the City’s best interest to accept the bid of Fi-Con and to award the contract to Fi-Con for the Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Contract between City of Lake City, Florida and Florida Industrial & Construction Services LLC, for the Purchase and Installation of Pole Barn* (hereinafter the “Contract”) attached hereto as “Exhibit A”.

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 Contract is awarded to Fi-Con and the execution of the same is authorized.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Contract 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 Fi-Con to exceed the Contract Price. The Mayor is authorized and directed to execute and deliver the Contract in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Fi-Con shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council this ___ day of December 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

EXHIBIT A

CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND FLORIDA INDUSTRIAL & CONSTRUCTION SERVICES LLC, FOR THE PURCHASE AND INSTALLATION OF POLE BARN

THIS CONTRACT made and entered into this ____day of _____, 202__, 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 Florida Industrial & Construction Services LLC, whose mailing address is 10344 90th Trail, Live Oak, Florida 32060 (herein referred to as "Contractor").

WHEREAS, the City requires the purchase and installation of a 24 foot in length x 30 foot in width x 12 foot in height prefabricated metal building (Pole Barn); and

WHEREAS, the City invited competitive bids through an Invitation to Bid (ITB-003-2024) and the Contractor was the lowest responsible bidder; and

WHEREAS, the City desires to enter into a contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

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 Continuing Contract.
2. **Definitions**: The following definitions of terms associated with

this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

a. "CITY" means the City Council of the City of Lake City, Florida, and any official or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

b. "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid and its addendum (hereinafter collectively referred to as "ITB-003-2024" or "ITB"), reasonably inferred to the City and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

c. "CONTRACTOR" means the individual or firm offering professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and/or work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

d. "SERVICES" means professional services related to the purchase and installation of a 24 foot in length x 30 foot in width x 12 foot in height prefabricated metal building (Pole Barn), and the

services and responsibilities listed within the ITB.

e. "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

f. "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and within the ITB.

1. **Term of Contract:** The term of this Contract shall be sixty (60) calendar days from the Contractor's delivery of equipment. Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

2. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed thirty-two thousand seven hundred nineteen dollars and forty-six cents

(\$32,719.46). Payment to the Contractor will be made in accordance with the ITB and F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the invoice, assuming there are no contested amounts with the invoice.

3. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages, in addition to any listed in the ITB, to the City Procurement Department prior to the commencement of work:

- a. Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- b. Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than the limits provided for in the ITB; and
- c. Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or

obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

4. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

5. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City

caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

6. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

7. **Timely Accomplishment of Services and Liquidated Damages:**

The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain, and assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout.

Time is of the essence in the Contract and all obligations thereunder. If the Contractor fails to complete the Services within the term provided for herein, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of five hundred dollars and zero cents (\$500.00) per calendar day, commencing on the first day following expiration of the contract term and continuing until the actual date of completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the City will incur as a result of delayed completion of the Services. The City may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the maximum allowable rate.

8. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal

or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

9. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

10. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

11. **Public Records:** The Contractor shall comply with all public records laws.

a. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF
PUBLIC RECORDS AT:**

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756
clerk@lcfla.com

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other

law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim are confidential, proprietary, trade secret or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject

Contractor to penalties under 119.10, Florida Statutes, as amended.

12. **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(5)(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.

13. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-003-2024) and all addendum, and all attachments thereto, and the Contractor's response to the ITB. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

14. **Effective and Binding:** This Contract shall not become effective

or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

15. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, 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.

16. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract 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 Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**FLORIDA INDUSTRIAL &
CONSTRUCTION SERVICES
LLC**

By: _____
Signature & Name

Title

By: _____
Signature & Name

Title

File Attachments for Item:

14. City Council Resolution No. 2023-152 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a letter to Florida Commerce by the Mayor, requesting an extension of Florida Small Cities Community Development Block Grant Program from the Florida Department of Economic Opportunity; and providing for an effective date. (Wilson Park)

CITY COUNCIL RESOLUTION NO. 2023-152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A LETTER TO FLORIDA COMMERCE BY THE MAYOR, REQUESTING AN EXTENSION OF FLORIDA SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FROM THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) applied and was awarded a grant under the Florida Small Cities Community Development Block Grant Program from the Florida Department of Economic Opportunity; and

WHEREAS, the City adopted City Council Resolution No. 2021-155 authorizing the Grant Administration services of a Florida Small Cities Community Development Block Grant Program from the Florida Department of Economic Opportunity be awarded to Fred Fox Enterprises, Inc. (hereinafter “Fred Fox”); and

WHEREAS, Fred Fox, as the Grant Administrator, has recommended the Mayor, on behalf of the City, execute a letter to Florida Commerce requesting an Amendment to the Grant Agreement; and

WHEREAS, the City Council finds that it is in the City’s best interest to authorize the Mayor to execute the letter to Florida Commerce which is attached hereto as “Exhibit A”.

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 hereby

made a part of this resolution.

Section 2. The City Council hereby authorizes and directs the Mayor to execute the attached letter to Florida Commerce.

Section 3. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

December 13, 2023

Mr. Blake Rockwood, Gov't Operations Consultant III
Florida Commerce
107 East Madison St., MSC 400
Tallahassee, Florida 32399-6408

Re: City of Lake City CDBG HR Grant #22DB-OP-03-22-02-C04
Amendment Number One

Dear Mr. Rockwood:

Please consider this a request for Amendment Number One (hereinafter the "Amendment") for the above referenced project. With this Amendment, the City of Lake City, Florida (hereinafter the "City") is requesting a twelve (12) month time extension and revision of the activity work plans to reflect the pace of the project more accurately.

The City has experienced a delay in completing the environmental review process for the CDBG project. The plans and specifications which were previously submitted to the Suwannee River Water Management District (hereinafter "SRWMD") were inconsistent with the proposed work in the environmental review. The City's engineer has been working with SRWMD on the requested revisions. The environmental review was submitted to Florida Commerce indicating that the permit from SRWMD (once issued) would be forwarded to Florida Commerce. Additionally, the scope of the project did not meet the threshold requirement of the US Fish and Wildlife Service's standard clearance letter due to the project being a new construction. US Fish and Wildlife requested additional time to review the proposed project and issue a clearance.

The City will finalize the plans and specifications for the project and submit the same to Florida Commerce for review and approval with all necessary permits. The City anticipates advertising for construction bids in late January/early February 2024.

With this request, the City feels confident the project can be completed by the new grant ending deadline. The City appreciates Florida Commerce's consideration of this Amendment. If you have any questions regarding this Amendment, please contact Mr. Fred Fox, our Grants Administrator, at (904) 810-5183.

Sincerely,

Stephen Witt
Mayor

File Attachments for Item:

15. City Council Resolution No. 2023-153 - A resolution of the City Council of the City of Lake City, Florida, related to the release of reverter to grantor as authorized by City Council Resolution No. 2009-005 and contained in the deed dated February 20, 2009, from the City of Lake City, Florida to Greater Lake City Community Development Corporation, Inc.; providing for conflicts; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2023-153

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA RELATED TO THE RELEASE OF REVERTER TO GRANTOR AS AUTHORIZED BY CITY COUNCIL RESOLUTION NO. 2009-005 AND CONTAINED IN THE DEED DATED FEBRUARY 20, 2009, FROM THE CITY OF LAKE CITY, FLORIDA TO GREATER LAKE CITY COMMUNITY DEVELOPMENT CORPORATION, INC.; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (hereinafter the “City”) passed City Council Resolution No. 2009-005, which authorized the conveyance of real property to Greater Lake City Community Development Corporation, Inc. for use as affordable housing; and

WHEREAS, The City thereafter executed a Deed dated February 20, 2009, conveying real property described as:

Lot 2 in Block F in the Northern Division of the City of Lake City, Florida, being the same tract or parcel of land conveyed to Lee Lang and Flossie O. Lang, his wife, by deed dated May 10, 1929, and recorded in Deed Book 20, Page 258, public records of Columbia County, Florida.

Parcel One located at 627 NE Washington Street.

to Greater Lake City Community Development Corporation, Inc., which Deed was recorded on February 25, 2009, at Book 1168, Page 171 of the Official Records of Columbia County, Florida; and

WHEREAS, City Council Resolution No. 2009-005 and the above referenced Deed contained a reverter clause which provided that the real property described above would revert to the City if Greater Lake City Community Development Corporation, Inc. failed to construct affordable housing on the above described real property and have issued a certificate of occupancy within three (3) years from the date of the above referenced Deed; and

WHEREAS, the City Council has determined that Greater Lake City Community Development Corporation, Inc. has complied with the requirements of City Council Resolution No. 2009-005 and the Deed, and that the reverter provision should be released and discharged as to the above described parcel of real property; and

WHEREAS, the City Council finds that it is in the public interest and the welfare of the community to release and discharge the reverter provision as to the above referenced parcel of real property.

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 hereby made a part of this resolution.

Section 2. Having determined that Greater Lake City Community Development Corporation, Inc. has complied with the requirements of Resolution No. 2009-005 and the above referenced Deed, the reverter provision provided for in Resolution No. 2009-005 and the above referenced Deed is hereby released and discharged as to the above described parcel of real property.

Section 3. Conflicts. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are hereby repealed to the extent inconsistent herewith.

[Remainder of this page left blank intentionally.]

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

Return to:
City of Lake City, Florida
Attn: City Clerk
205 N. Marion Ave
Lake City, Florida 32025

This instrument prepared by:
Robinson, Kennon & Kendron, P.A.
582 W. Duval St.
Lake City, Florida 32055

The preparer of this instrument has performed no title examination nor has the preparer issued any title insurance or furnished any opinion regarding the title, existence of liens, the quantity of lands included, or the location of the boundaries. The names, addresses, identification numbers, and legal description were furnished by the parties to this instrument.

NOTICE OF RELEASE OF REVERTER

NOTICE IS HEREBY GIVEN that the City of Lake City, Florida hereby forever releases the Reverter to Grantor as provided in that certain Deed dated February 20, 2009 by the City of Lake City, Florida, a municipal corporation organized under the laws of the State of Florida and Greater Lake City Community Development Corporation, Inc., a Florida not-for-profit corporation which Deed was recorded on February 25, 2009 at Book 1168, Page 171 of the Official Records of Columbia County, Florida.

The parcel of real property located in Columbia County, Florida upon which the Reverter to Grantor is hereby released is described as:

Lot 2 in Block F in the Northern Division of the City of Lake City, Florida, being the same tract or parcel of land conveyed to Lee Lang and Flossie O. Lang, his wife, by deed dated May 10, 1929, and recorded in Deed Book 20, Page 258, public records of Columbia County, Florida.

Parcel One located at 627 NE Washington Street.

[Remainder of this page left blank intentionally.]

The City of Lake City, Florida does hereby release and discharge the Reverter to Greater Lake City Community Development Corporation, Inc. provision as to the above described real property located in Columbia County, Florida.

Signed this ___ day of _____, 20____.

CITY OF LAKE CITY, FLORIDA

BY: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Audrey E. Sikes,
City Clerk

BY: _____
Thomas J. Kennon, III,
City Attorney

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2023 by Stephen M. Witt, Mayor, on behalf of the City of Lake City, Florida, who are personally known to me or produced _____ as identification.

Notary Public - Signature

Notary Name - Printed

File Attachments for Item:

16. City Council Resolution No. 2023-154 - A resolution of the City Council of the City of Lake City, Florida, authorizing and adopting an Honorary Street Name Designation Policy; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2023-154

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING AND ADOPTING AN HONORARY STREET NAME DESIGNATION POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (hereinafter the “City”) has identified a need to establish a policy to administer requests for honorary street name designations and providing application and approval criteria and procedures for honorary street name designations of City owned streets; and

WHEREAS, the City has coordinated and drafted an Honorary Street Name Designation Policy (hereinafter the “Policy”); and

WHEREAS, the Policy is intended to inform the public of the application and approval criteria for honorary street name designations of City owned streets; and

WHEREAS, the City Council finds that it is in the best interests of the City to adopt the Policy, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution.

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 hereby made a part of this resolution.

Section 2. The Honorary Street Name Designation Policy is hereby adopted and authorized for implementation.

[Remainder of this page left blank intentionally.]

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

HONORARY STREET NAME DESIGNATION POLICY

PURPOSE

To establish a policy to administer requests for honorary street name designations and provide application and approval criteria and procedures for honorary street name designations of City owned streets.

GENERAL POLICY

The Honorary Street Name Designation Policy allows citizens and groups the opportunity to honor deceased individuals who have made significant contributions to the community, subject to approval by the City Council. The program is managed and processed by the Community Programs Department and the installations are administered by the Public Works Department.

PROVISIONS

A. Definitions and General Guidelines.

1. *Honoree* means a deceased individual whom the application specifies for an honorary street name designation who has made a significant contribution to the City of Lake City community, either through civic involvement; cultural, humanitarian, historic, or military achievement; as part of a historic event relevant to the specific City Street; or to the geographical location of the specific street. Said contributions do not have to be financial in nature.
2. Honorary street name designations shall reflect recognition of Honorees only and are given on a case-by-case basis, solely as determined by City Council by majority vote and approved Resolution.
3. A completed application and letter of consent signed by the Honoree's estate representative must be submitted prior to City Council consideration and approval.
4. The City Manager shall determine when the application will be presented to City Council for consideration.
5. Only one honorary street name designation sign shall be allowed on a single street sign pole below the City's standard street sign and shall be dark brown in color with white lettering and a white border, shall include "Honorary" above the name and may include a symbol. Should the applicant request a sign on each side of the street at both intersections of a block, then the applicant must pay two separate fees (one for each sign).
6. Honorary street name designations will be temporarily displayed for a period of five years, unless otherwise approved by City Council by majority vote. Upon request at any time, the honorary street name sign may be returned to the applicant or applicant's representative with City Council's concurrence. In any event, at the end of the five-year period, the City will remove the honorary street name sign and make it available to the applicant or applicant's representative.

7. If, at the end of the five-year period, the applicant or applicant's representative desires to apply for another five-year term, the applicant or applicant's representative shall not incur any additional fees. However, a renewed application must be submitted and undergo the same City Council review and approval process as initially taken.
8. The City has the right to remove any honorary street name sign prior to the end of the five-year period as directed by Council by majority vote.
9. Only one honorary street name designation sign shall be allowed at an intersection, and the portion of a street so designated shall be one City block long and limited to no more than two signs per block (one at each end of the designated block).
10. No honorary street name designation sign shall be used that will duplicate or could be confused with the name of an existing City Street.
11. Whenever possible, honorary street name designation signs shall be limited to the right-of-way area within the vicinity of the home, organization, or locations associated with the Honoree.
12. A fee of \$400.00 is required at the time of application to pay for the City's costs for sign fabrication and installation. If the application is not approved, the fee will be refunded in full.
13. The City shall budget for and cover the entire cost of design, fabrication, shipping, and maintenance. Up to two replacement signs may be covered by the City unless approved by City Council by majority vote.

B. Qualification Criteria for Approving Honorary Street Designations.

1. Only Honorees as defined above are eligible for honorary street name designation consideration.
2. The Honoree must have resided in the City of Lake City during his or her lifetime, during which time he or she shall have preferably resided adjacent to or was located on the City Street specified for dedication in the application.

C. Procedure for Filing and Approving Applications.

1. The applicant shall submit a completed honorary street name designation application and letter of consent and pay the \$400.00 fee to the Community Programs Department located at 205 N. Marion Avenue, Lake City, Florida 32055. Upon receipt of the application and fee, the Community Programs Department shall submit the application to the Public Works Department for their review and a recommendation prior to City Council's consideration.
2. These departments will review the application to ensure sufficient documentation

exists to substantiate the applicant's request, and that the location desired for the honorary street name designation is feasible.

3. If the application satisfies the criteria established, the City Manager shall determine when the application will be presented to City Council for consideration. The honorary street name designation application will be reviewed by City Council during a public meeting in which public comments are taken. If approved by City Council by majority vote, a Resolution will be entered.
4. The Community Programs Department will notify the applicant of City Council's decision and, if approved, will direct the Public Works Department to fabricate an honorary street name sign. Public Works will determine the date for the sign installation and will notify the applicant.

Attached: Honorary Street Designation Application

City of Lake City
Application for Honorary Street Name Designation

Name of Person/Group requesting designation: _____

Address: _____

Phone Number: _____

Cell Number: _____

Email address: _____

Location of requested designation: _____

Honorary Street Designation Name: _____

Reasons support honorary designation: _____

Contributions to the City of Lake City of historical relevance:

Applicant acknowledges responsibility for cost of sign(s) _____ Yes (please initial)

File Attachments for Item:

17. City Council Resolution No. 2023-156 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to enter into Change Order Number One to the contract between The City and CGC, Inc., relating to the Taxiway C realignment and terminal apron rehabilitation project for a price not-to-exceed \$2,508,750.45.

CITY COUNCIL RESOLUTION NO. 2023-156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO CHANGE ORDER NUMBER ONE TO THE CONTRACT BETWEEN THE CITY AND CGC, INC., RELATING TO THE TAXIWAY C REALIGNMENT AND TERMINAL APRON REHABILITATION PROJECT FOR A PRICE NOT-TO-EXCEED \$2,508,750.45.

WHEREAS, the City of Lake City, Florida, (hereinafter the "City") applied for and accepted grant funding from the Federal Aviation Administration for the Taxiway C realignment, and the rehabilitation of the transient apron and taxi lanes (hereinafter the "Project") for a grant award amount of up to \$2,460,256.00; and

WHEREAS, the City entered into a Contract Agreement (hereinafter the "Contract") with CGC, Inc., (hereinafter "CGC"), authorized by City Council Resolution No. 2022-108, for the Taxiway C realignment, and the rehabilitation of the transient apron and taxi lanes (hereinafter the "Project") for a contract price of \$2,509,228.50; and

WHEREAS, the City administration and CGC have determined that it is in the respective best interests to enter into Change Order No. 1 to the Contract for a decreased price not-to-exceed \$2,508,750.45; and

WHEREAS, the City desires to enter into a Change Order No. 1 pursuant to and in accordance with the respective terms and conditions included in the attached Change Order No. 1, attached hereto and made a part of this resolution.

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 hereby made a part of this resolution.

Section 2. The City is hereby authorized to enter into a Change Order No. 1 with CGC, for a decreased price not-to-exceed \$2,508,750.45 and the Airport Director is authorized to execute a formal Change Order No. 1 for and on behalf of the City.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Change Order 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 CGC, Inc., to exceed the Contract Price. The Airport Director is authorized and directed to execute and deliver the Change Order in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Airport Director and CGC, Inc., shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of December 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

CHANGE ORDER NO. 1

(October 2023)

LCQ Taxiway C Realignment and Terminal Apron Rehabilitation Project

FAA AIP 3-12-0039-029-2022
PA Project No. 20070044.023R
FDOT FM 444409-1

CONTRACT DATE: October 3, 2022
City ITB No. 013-2022

CONTRACTOR:
CGC, Inc.
7036 W. 12th Street
Jacksonville, FL 32220

CONTRACT FOR:
City of Lake City, FL
Lake City Gateway Airport (LCQ)
Lake City, FL

This change to the original contract amount has been initiated by the Owner to reconcile as-constructed costs.

You are hereby authorized and directed to make the following change(s) in this Contract:


- 1. **Decrease** contract amount by **\$478.05**.

Original Contract Amount	\$2,509,228.50
As-Constructed Contract Amount	\$2,508,750.45
Decrease in Original Contract Amount	\$ 478.05

Signature of the Contractor indicates agreement with the terms of this Change Order, including any adjustments in the Contract Sum and /or Contract Time. Adjusted cost and time, include all direct, indirect and impact costs and time for delays, disruption, inefficiency, acceleration and all other claims.

AGREED TO:

CGC, Inc.
7036 W. 12th St.
Jacksonville, FL 32220

 Date: 10/27/23
Richard C. Gaskin, Jr, President

APPROVED / AUTHORIZED BY:

City of Lake City, FL

Airport Director: _____ Date: 12/7/2023
Ed Bunnell

Attest: _____ Date: _____

FINAL SUMMARY CHANGE ORDER - QUANTITY RECONCILIATION

CONTRACTOR: CGC, INC.
 OWNER: CITY OF LAKE CITY
 ENGINEER: PASSERO ASSOCIATES, LLC

PROJECT: TAXIWAY C REALIGNMENT, TAXILANE AND TERMINAL APRON REHABILITATION
 LOCATION: LAKE CITY GATEWAY AIRPORT (LCC)
 DATE: 12/6/2023
 ITB NO.: ITB-013-2022
 PASSERO# 20070044.0023R

LAKE CITY GATEWAY AIRPORT; TAXIWAY C REALIGNMENT; TERMINAL APRON AND T-HANGAR TAXILANE REHABILITATION

ITEM NO.	DESCRIPTION OF WORK	BID UNIT PRICE	ITEM UNIT	ORIGINAL CONTRACT QUANTITY	CONTRACT AMOUNT	FINAL CONTRACT QUANTITY	FINAL CONTRACT VALUE	QUANTITY CHANGES FROM ORIGINAL CONTRACT AMOUNT
SCHEDULE A - BASE BID (PHASE 1 - FAA/FDOT/LOCAL FUNDING)								
TAXIWAY C REALIGNMENT / RECONSTRUCTION								
1	C-100-14.1 Contractor Quality Control Program And Testing	\$ 25,000.00	LS	1	\$ 25,000.00	1	\$ 25,000.00	0
2	C-102-5.1 Temporary Erosion Control/Silt Fence	\$ 51,500.00	LS	1	\$ 51,500.00	1	\$ 51,500.00	0
3	C-103-8.1 Project Survey And Stakeout	\$ 30,500.00	LS	1	\$ 30,500.00	1	\$ 30,500.00	0
4	C-105-6.1 Mobilization	\$ 89,181.00	LS	1	\$ 89,181.00	1	\$ 89,181.00	0
5	C-107-4.1 Maintenance of Traffic and Airfield Safety	\$ 121,162.00	LS	1	\$ 121,162.00	1	\$ 121,162.00	0
6	P-101-5.1 Sawcutting of Asphalt Pavement	\$ 3.00	LF	1,300	\$ 3,900.00	1,300	\$ 3,900.00	0
7	P-101-5.2 Bituminous Pavement Removal, Full Depth	\$ 20.00	SY	3,000	\$ 60,000.00	3,000	\$ 60,000.00	0
8	P-152-4.1 Unclassified Excavation	\$ 54.00	CY	1,100	\$ 59,400.00	3,406	\$ 183,924.00	-2306
9	P-152-4.2 Embankment In Place (Offsite Borrow)	\$ 8.00	CY	550	\$ 4,400.00	550	\$ 4,400.00	0
10	P-160-8.1 Stabilized Subgrade (12" per Plans)	\$ 6.00	SY	4,000	\$ 24,000.00	4,000	\$ 24,000.00	0
11	P-211-5.1 Limerock Base Course, 8-Inches Thick	\$ 24.00	SY	4,000	\$ 96,000.00	4,000	\$ 96,000.00	0
12	P-401-8.1 Asphalt Mix Pavement	\$ 148.00	TON	1,000	\$ 148,000.00	809	\$ 119,789.72	191
13	P-602-5.1 Bituminous Prime Coat	\$ 0.10	GAL	1,400	\$ 140.00	1,400	\$ 140.00	0
14	P-603-5.1 Bituminous Tack Coat	\$ 5.70	GAL	500	\$ 2,850.00	237	\$ 1,350.90	263
15	P-620-5.1 Pavement Marking Removal	\$ 10.00	SF	500	\$ 5,000.00	1,230	\$ 12,300.00	-730
16	P-620-5.2 Temporary Pavement Marking, Yellow	\$ 2.00	SF	1,100	\$ 2,200.00	1,100	\$ 2,200.00	0
17	P-620-5.3 Permanent Pavement Marking, Yellow, Including Type III Reflective Media	\$ 2.50	SF	1,100	\$ 2,750.00	1,100	\$ 2,750.00	0
18	P-620-5.4 Permanent Pavement Marking, Black	\$ 1.15	SF	2,200	\$ 2,530.00	2,200	\$ 2,530.00	0
19	T-904-5.1 Sodding	\$ 4.67	SY	3,000	\$ 14,010.00	3,000	\$ 14,010.00	0
20	T-904-5.2 Seeding		LS		\$ -	1	\$ 7,500.00	1
21	T-905-5.1 Topsoil Placement, 4-Inch	\$ 28.10	CY	500	\$ 14,050.00	500	\$ 14,050.00	0
22	L-108-5.1 1/2 No. 8 AWG 5kV L-824 Type C Cable, Installed In Existing or New Conduit	\$ 3.00	LF	2,800	\$ 8,400.00	4,940	\$ 14,820.00	-2140
23	L-108-5.2 No. 8 AWG, Solid, Bare Counterpoise Wire Installed In Trench Including Backfill, Ground Rods And Ground Connectors	\$ 3.50	LF	1,800	\$ 6,300.00	2,230	\$ 7,805.00	-430
24	L-110-5.1 2-Inch, 2-Way Concrete Encased Duct Bank	\$ 107.00	LF	90	\$ 9,630.00	90	\$ 9,630.00	0
25	L-110-5.2 2-Inch PVC Conduit, Installed in Trench	\$ 9.40	LF	2,800	\$ 26,320.00	3,200	\$ 30,080.00	-400
26	L-125-5.1 Electrical Demolition	\$ 18,750.00	LS	1	\$ 18,750.00	1	\$ 18,750.00	0
27	L-125-5.2 L-861T LED Elevated Medium Intensity Taxiway Edge Light on New L-867 Base Can, Including Transformer and Connections	\$ 1,113.00	EA	38	\$ 42,294.00	38	\$ 42,294.00	0
28	L-125-5.3 Size 2, Mode 2, Style 2 LED Lighted Sign On New Concrete Base	\$ 5,750.00	EA	4	\$ 23,000.00	4	\$ 23,000.00	0
29	L-125-5.4 Connect to Existing Circuit	\$ 750.00	EA	4	\$ 3,000.00	9	\$ 6,750.00	-5
30	L-125-5.5 Additional Electric Items		LS		\$ -	1	\$ 8,600.00	1
SCHEDULE A - BASE BID (PHASE 1 - FAA/FDOT/LOCAL FUNDING)					\$ 894,267.00		\$ 1,027,916.62	
TAXIWAY C REALIGNMENT / RECONSTRUCTION SUBTOTAL								
SCHEDULE B1 - BASE BID (PHASE 2 - FAA/FDOT/LOCAL FUNDING)								
TRANSIENT AIRCRAFT APRON TAXILANE								
29	C-100-14.1 Contractor Quality Control Program And Testing	\$ 8,000.00	LS	1	\$ 8,000.00	1	\$ 8,000.00	0

FINAL SUMMARY CHANGE ORDER - QUANTITY RECONCILIATION

CONTRACTOR: CGC, INC.
 OWNER: CITY OF LAKE CITY
 ENGINEER: PASSERO ASSOCIATES, LLC

PROJECT: TAXIWAY C REALIGNMENT,
 TAXILANE AND TERMINAL APRON
 REHABILITATION
 LOCATION: LAKE CITY GATEWAY AIRPORT (LCC)
 DATE: 12/8/2023
 ITB NO.: ITB-013-2022
 PASSERO# 20070044.0023R

LAKE CITY GATEWAY AIRPORT; TAXIWAY C REALIGNMENT; TERMINAL APRON AND T-HANGAR TAXILANE REHABILITATION

ITEM NO.	DESCRIPTION OF WORK	BID UNIT PRICE	ITEM UNIT	ORIGINAL CONTRACT QUANTITY	CONTRACT AMOUNT	FINAL CONTRACT QUANTITY	FINAL CONTRACT VALUE	QUANTITY CHANGES FROM ORIGINAL CONTRACT AMOUNT	
30	C-103-8.1	Project Survey And Stakeout	\$ 15,500.00	LS	1	\$ 15,500.00	1	\$ 15,500.00	0
31	C-107-4.1	Maintenance & Protection Of Traffic	\$ 144,042.00	LS	1	\$ 144,042.00	1	\$ 144,042.00	0
32	P-101-5.1	Sawcutting of Asphalt Pavement	\$ 3.00	LF	1,000	\$ 3,000.00	1,000	\$ 3,000.00	0
33	P-101-5.2	Bituminous Pavement Removal, Full Depth	\$ 6.00	SY	2,700	\$ 16,200.00	2,700	\$ 16,200.00	0
34	P-101-5.3	Asphalt Pavement Milling, Variable Depth (2-Inches or Less)	\$ 4.50	SY	12,500	\$ 56,250.00	12,500	\$ 56,250.00	0
35	P-101-5.4	Remove Tie-Down Anchor	\$ 313.00	EA	30	\$ 9,390.00	30	\$ 9,390.00	0
36	P-152-4.2	Embankment In Place (Offsite Borrow)	\$ 8.00	CY	700	\$ 5,600.00	700	\$ 5,600.00	0
37	P-160-8.1	Stabilized Subgrade (12' per Plans)	\$ 6.00	SY	350	\$ 2,100.00	475	\$ 2,850.00	-125
38	P-211-5.1	Limerock Base Course, 8-Inches Thick	\$ 27.00	SY	350	\$ 9,450.00	425	\$ 11,475.00	-75
39	P-401-8.1	Asphalt Mix Pavement	\$ 148.00	TON	1,500	\$ 222,000.00	1,238	\$ 183,151.48	262
40	P-602-5.1	Bituminous Prime Coat	\$ 0.10	GAL	120	\$ 12.00	120	\$ 12.00	0
41	P-603-5.1	Bituminous Tack Coat	\$ 5.70	GAL	1,300	\$ 7,410.00	1,100	\$ 6,270.00	200
42	P-620-5.1	Pavement Marking Removal	\$ 15.00	SF	200	\$ 3,000.00	261	\$ 3,915.00	-61
43	P-620-5.2	Temporary Pavement Marking, Yellow	\$ 2.00	SF	1,600	\$ 3,200.00	1,600	\$ 3,200.00	0
44	P-620-5.3	Permanent Pavement Marking, Yellow, Including Type III Reflective Media	\$ 2.50	SF	1,600	\$ 4,000.00	1,600	\$ 4,000.00	0
45	P-620-5.4	Permanent Pavement Marking, Black	\$ 1.15	SF	3,900	\$ 4,485.00	3,900	\$ 4,485.00	0
46	T-904-5.1	Sodding	\$ 3.47	SY	3,000	\$ 10,410.00	3,000	\$ 10,410.00	0
47	T-905-5.1	Topsoil Placement, 4-Inch	\$ 18.00	CY	500	\$ 9,000.00	500	\$ 9,000.00	0
48	L-108-5.1	1/2 No. 8 AWG 5Kv L-824 Type C Cable, Installed In Existing or New Conduit	\$ 2.25	LF	1,400	\$ 3,150.00	1,400	\$ 3,150.00	0
49	L-108-5.2	No. 6 AWG, Solid, Bare Counterpoise Wire Installed In Trench Including Backfill, Ground Rods And Ground Connectors	\$ 2.31	LF	1,100	\$ 2,541.00	1,100	\$ 2,541.00	0
50	L-110-5.1	2-Inch, 2-Way Concrete Encased Duct Bank	\$ 106.25	LF	55	\$ 5,843.75	55	\$ 5,843.75	0
51	L-110-5.2	2-Inch PVC Conduit, Installed In Trench	\$ 9.40	LF	1,400	\$ 13,160.00	1,400	\$ 13,160.00	0
52	L-125-5.2	L-8611 LED Elevated Medium Intensity Taxiway Edge Light on New L-867 Base Can, Including Transformer and Connections	\$ 1,138.00	EA	23	\$ 26,174.00	24	\$ 27,312.00	-1
53	L-125-5.3	Size 2, Mode 2, Style 2 LED Lighted Sign On New Concrete Base	\$ 6,500.00	EA	1	\$ 6,500.00	1	\$ 6,500.00	0
54	L-125-5.4	Remove Airfield Guidance Sign	\$ 1,000.00	EA	1	\$ 1,000.00	2	\$ 2,000.00	-1
54	L-125-5.5	Additional Sign and In-Pacement Light		LS		\$ -	1	\$ 10,250.00	1
55	X-100-6.1	New Tie-Down Anchor, Installed, Complete	\$ 738.00	EA	30	\$ 22,140.00	30	\$ 22,140.00	0
56	X-100-6.1	18 INCH CORING FOR TIE DOWN INSTALLATION		LS		\$ -	1	\$ 9,831.25	1
					\$ 613,557.75		\$ 599,478.48		
SCHEDULE B1 - BASE BID (PHASE 2 - FAA/FDOT/LOCAL FUNDING) TRANSIENT AIRCRAFT APRON TAXILANE SUBTOTAL									
SCHEDULE C - (PHASE 3 - FAA/FDOT/LOCAL FUNDING) TRANSIENT AND NORTH APRON REHABILITATION									
56	C-100-14.1	Contractor Quality Control Program And Testing	\$ 10,000.00	LS	1	\$ 10,000.00	1	\$ 10,000.00	0
57	C-103-8.1	Project Survey And Stakeout	\$ 12,000.00	LS	1	\$ 12,000.00	1	\$ 12,000.00	0
58	C-107-4.1	Maintenance & Protection Of Traffic	\$ 248,667.75	LS	1	\$ 248,667.75	1	\$ 248,667.75	0
59	P-101-5.1	Sawcutting of Asphalt Pavement	\$ 3.00	LF	800	\$ 2,400.00	800	\$ 2,400.00	0
60	P-101-5.2	Bituminous Pavement Removal, Full Depth	\$ 15.00	SY	100	\$ 1,500.00	100	\$ 1,500.00	0
61	P-101-5.3	Asphalt Pavement Milling, Variable Depth (2-Inches or Less)	\$ 3.00	SY	29,000	\$ 87,000.00	29,000	\$ 87,000.00	0

FINAL SUMMARY CHANGE ORDER - QUANTITY RECONCILIATION

CONTRACTOR: CGC, INC.
OWNER: CITY OF LAKE CITY
ENGINEER: PASSERO ASSOCIATES, LLC

PROJECT: TAXIWAY C REALIGNMENT,
 TAXILANE AND TERMINAL APRON
 REHABILITATION
LOCATION: LAKE CITY GATEWAY AIRPORT (LCC)
DATE: 12/16/2023
ITB NO.: ITB-013-2022
 PASSERO# 20070044.0023R

LAKE CITY GATEWAY AIRPORT; TAXIWAY C REALIGNMENT; TERMINAL APRON AND T-HANGAR TAXILANE REHABILITATION

ITEM NO.	DESCRIPTION OF WORK	BID UNIT PRICE	ITEM UNIT	ORIGINAL CONTRACT QUANTITY	CONTRACT AMOUNT	FINAL CONTRACT QUANTITY	FINAL CONTRACT VALUE	QUANTITY CHANGES FROM ORIGINAL CONTRACT AMOUNT
62	P-101-5.4 Remove Tie-Down Anchor	\$ 313.00	EA	90	\$ 28,170.00	91	\$ 28,483.00	-1
63	P-152-4.2 Embankment In Place (Offsite Borrow)	\$ 50.00	CY	10	\$ 500.00	10	\$ 500.00	0
64	P-211-5.1 Limerock Base Course, 8-Inches Thick	\$ 27.00	SY	70	\$ 1,890.00	70	\$ 1,890.00	0
65	P-401-8.1 Asphalt Mix Pavement	\$ 148.00	TON	3,600	\$ 532,800.00	2,875	\$ 425,500.00	725
66	P-602-5.1 Prime Coat	\$ 0.10	GAL	10	\$ 1.00	10	\$ 1.00	0
67	P-603-5.1 Bituminous Tack Coat	\$ 5.70	GAL	3,000	\$ 17,100.00	1,826	\$ 10,408.20	1174
68	P-620-5.2 Temporary Pavement Marking, Yellow	\$ 2.00	SF	2,000	\$ 4,000.00	1,454	\$ 2,908.00	546
69	P-620-5.3 Permanent Pavement Marking, Yellow, Including Type III Reflective Media	\$ 2.50	SF	2,000	\$ 5,000.00	1,454	\$ 3,635.00	546
70	P-620-5.4 Permanent Pavement Marking Black	\$ 1.15	SF	5,300	\$ 6,095.00	1,256	\$ 1,444.40	4044
71	X-100-6.1 New Tie-Down Anchor, Installed, Complete	\$ 738.00	EA	60	\$ 44,280.00	61	\$ 45,018.00	-1
SCHEDULE C - (PHASE 3 - FAA/FDOT/LOCAL FUNDING) TRANSIENT AND NORTH APRON REHABILITATION SUBTOTAL					\$ 1,001,403.75		\$ 881,355.35	
					ORIGINAL CONTRACT AMOUNT		CONSTRUCTED AMOUNT	
TOTAL OF SCHEDULES A, B1, & C (FAA/FDOT/LOCAL FUNDING):					\$ 2,509,228.50		\$ 2,508,750.45	
Add/Subtracted Change Order(s):							\$ (478.05)	
Revised Contract Value:							\$ 2,508,750.45	

File Attachments for Item:

20. Informational Purposes Only - City Attorney Robinson, Kennon, and Kendron, P.A. invoices for November 2023. Folds Walker, LLC invoice for November 2023.

Robinson, Kennon and Kendron, P. A.

582 West Duval Street
Lake City, FL 32055 USA

Ph:(386) 755-1334

Fax:(386) 755-1336

City of Lake City
205 N. Marion Avenue
Lake City, FL
USA

December 14, 2023

Attention:

File #: 00801-001

Inv #: 7921

RE: City of Lake City - General Legal Services

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Nov-02-23	Finalized review of Resolution 2023-131 related to procurement policy. Reviewed correspondence regarding cemetery maintenance from Darby family and reviewed City code as to cemeteries. Reviewed correspondence from Chief Wehinger regarding Century Lease and dictated draft of provision related to Centry employees. Telephone conference with Steve Brown regarding cemetery issues. Reviewed and finalized draft of sick leave policy resolution.	2.60	455.26	TJK
	Reviewed agenda and revised agenda. Reviewed grant documents for Gwen lake. Telephone conference with Todd Sampson regarding submission of grant before approved. Telephone conference with Danielle. Attended council meeting.	2.30	402.73	TJK
	Telephone conference with Robert Angelo. Reviewed draft of Resolution for Sylvester Warren re-plat. Reviewed agenda for P&Z meeting for 11/07/2023. Dictated outline for Rocky Ford application.	1.20	210.12	TJK
	Worked on dictated outline for Rocky Ford application from Mr. Kennon.	0.20	14.42	ALJ
	Worked on revisions to Century Ambulance	0.60	43.26	ALJ

	agreement. Emailed Mr. Johnson and Mr. Wehinger regarding the suggested revisions from Mr. Kennon.			
	Worked on Resolution 2023-131 related to the revised Procurement Policy. Updated, formatted, and disseminated the same to appropriate individuals.	2.85	205.49	ALJ
	Worked on Resolution 2023-124 and related Lease Agreement with Century Ambulance. Updated, formatted, and disseminated the same to appropriate individuals.	2.50	180.25	ALJ
	Received draft Resolution related to Sick Time Leave Incentive. Forwarded the same to Mr. Kennon for review. Sent email to Mrs. Sikes with approval to add Resolution to the agenda.	0.20	14.42	ALJ
	Worked on Resolution 2023-128 related to the budget amendment. Updated, formatted, and disseminated the same to appropriate individuals.	1.80	129.78	ALJ
Nov-03-23	Worked on Resolution 2023-129 authorizing the extension of the agreement with James Moore. Updated, formatted, and disseminated the same to appropriate individuals.	1.65	118.97	ALJ
Nov-06-23	Reviewed the Agreement between the City and Fraternal Order of Police. Dictated draft resolution 2023-138 related to adoption of Agreement.	0.70	122.57	TJK
	Re PNZ - pull The Secretary of the Interior's Standards for the Treatment of Historic Properties	0.20	35.02	KGV
Nov-07-23	Reviewed Attorney General Opinion and Law Review Article on mobile homes. Prepared for hearings/meetings. Attended meeting. Forwarded information to Mr. Young and Mr. Angelo regarding Rocky Ford Petition. Reviewed Department of Interior on Restoration. Office consultation with Robert and Mr. Young.	4.00	700.40	TJK
	Attended Agenda Preparation Meeting.	0.90	157.59	TJK
	Forwarded information to Mr. Angelo regarding Quasi Judicial Hearings.	0.10	7.21	ALJ

	Worked on Rocky Ford notes for Mr. Angelo. Updated, formatted, and forwarded the same.	0.30	21.63	ALJ
Nov-08-23	Worked on policy for grant applications.	0.90	157.59	TJK
Nov-09-23	Drafted Easement Deed for Shekinah Baptist Church, Inc. regarding the location of the Welcome Sign. Dictated draft Resolution 2023-134 regarding the execution of the Fire Fighter Union Agreement. Reviewed documentation concerning FDOT subgrant regarding speed and aggressive driving and dictated draft Resolution 2023-135.	1.70	297.67	TJK
	Worked on revisions to Lease Agreement with Century Ambulance. Updated, formatted, and disseminated the same to appropriate individuals.	0.50	36.05	ALJ
Nov-10-23	Reviewed agreement between City and Local No. 2288 of IAF, AFL-CIO Firefighter Union. Reviewed and revised Easement and Deed for Shekinah Baptist Church and the City's Welcome Sign. Reviewed and revised draft of Policy for Grant Applications. Distributed the same for review and comment. Reviewed documents regarding FDOT subgrant for STEP and dictated draft Resolution 2023-136.	2.00	350.20	TJK
	Worked on proposed Policy for Grant Applications. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	72.10	ALJ
	Worked on Resolution 2023-134 related to the Fire Union Agreement. Updated, formatted, and disseminated the same to appropriate individuals.	4.05	292.01	ALJ
Nov-14-23	Reviewed Danielle's edits to the grant application, made revisions, and forwarded to the City for review. Reviewed and revised final Resolution 2023-135 related to FDOT funding for speeding, Resolution 2023-136 related to FDOT funding for impaired driving, and Resolution 2023-137 related to FDOT funding for occupant safety.	0.60	105.06	TJK
	Reviewed subpoena to Brian Scott regarding Timmons case, and copy of pleadings of	0.40	70.04	TJK

	lawsuit. Dictated email to Danielle regarding the same.			
	Dictated draft of Resolution 2023-120 regarding Bliss Products Bid. Reviewed ITB 21-2023 related to pole barn, and supporting documents. Dictated draft contract with Florida Industrial & Construction regarding pole barn, and draft of Resolution 2023-134.	1.20	210.12	TJK
	Worked on Resolution 2023-132 authorizing the perpetual easement for Shekinah Baptist Church and the Welcome Sign for the City. Updated, formatted, and disseminated the same to appropriate individuals.	2.10	151.41	ALJ
	Worked on revisions to the Policy for Grant Applications. Updated, formatted, and disseminated the same to appropriate individuals.	0.50	36.05	ALJ
Nov-15-23	Worked on Resolution 2023-135 related to the FDOT funding for STEP speeding. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	72.10	ALJ
	Worked on Resolution 2023-136 related to the FDOT funding for STEP impaired driving. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	72.10	ALJ
	Worked on Resolution 2023-137 related to the FDOT funding for occupant protection. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	72.10	ALJ
Nov-16-23	Revised and finalized Resolution 2023-120. Reviewed past ordinance related to procurement. Worked on draft ordinance to update procurement policies.	0.90	157.59	TJK
	Worked on proposed procurement ordinance. Updated, formatted, and forwarded the same to the attorney for review.	2.25	162.23	ALJ
	Worked on correspondence to Mrs. Adams regarding Timmons subpoena. Updated, formatted, and disseminated the same.	0.20	14.42	ALJ
Nov-17-23	Reviewed and revised draft of procurement ordinance for disbursement to administration	2.70	472.77	TJK

to review. Reviewed email from Grundler regarding deed for street vacation for Boris Trust. Dictated instructions to obtain ordinance. Telephone conference with Jason Dumas regarding Brian Scott subpoena. Dictated draft quit claim deed related to Boris Trust and road closing. Reviewed correspondence from Boris Trust's attorney. Dictated transmittal to Grunder, attorney for Boris Trust regarding the deed. Dictated email to Mr. Dumas regarding Brian Scott subpoena.

	Worked on Resolution 2023-120 rescinding Resolution 2023-080. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	72.10	ALJ
	Worked on Resolution 2023-139 authorizing the execution of a contract with Fi-Con and worked on corresponding contract. Updated, formatted, and disseminated the same to appropriate individuals.	2.80	201.88	ALJ
	Worked on Procurement Ordinance revisions. Updated, formatted, and disseminated the same to appropriate individuals for feedback/comments.	1.20	86.52	ALJ
	Sent an email to Ms. Bible with a copy of Paul Dyal's signed Separation Agreement.	0.10	7.21	ALJ
Nov-20-23	Attended council meeting. Reviewed statutes and literature on Form 6 Financial Disclosure. Dictated draft of RSH email to Brenda Karr regarding RSH requested changes to the contract.	2.20	385.22	TJK
	Worked on Quit Claim Deed for Waldron Street based on Ordinance 2023-2251 vacating a parcel of property. Updated, formatted, and disseminated the same to the attorney for the Grantee for review.	1.00	72.10	ALJ
	Worked on correspondence to Mrs. Adams regarding the LCPD's use of unmarked vehicles. Updated, formatted, and disseminated the same.	0.20	14.00	ALJ
Nov-21-23	Reviewed correspondence from Jason Dumas regarding real property and dictated response	0.50	87.55	TJK

to subpoena issued to public works regarding Timmons matter.

	Reviewed corresponding documentation regarding statewide mutual aid agreement and dictated draft of Resolution 2023-140. Reviewed Auburn University MOU with Greater Lake City and dictated email to Mr. Johnson regarding the MOU. Reviewed change order 2 documentation related to SGS and St. Margarets. Dictated draft of Resolution 2023-099 related to SGS Change Order.	1.70	297.67	TJK
	Worked on correspondence to Mr. Dumas regarding subpoena. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.42	ALJ
	Received draft agenda for agenda preparation meeting. Reviewed and revised agenda and disseminated to appropriate individuals for upcoming meeting.	1.10	77.00	ALJ
	Worked on Ordinance 2023-2265 related to Procurement. Updated, formatted, and disseminated the same to appropriate individuals.	1.20	84.00	ALJ
Nov-22-23	Attended Agenda Preparation Meeting. Reviewed and finalized Resolution 2023-099 regarding SGS and St. Margarets.	1.60	280.16	TJK
	Attended Agenda Preparation Meeting.	1.40	100.94	ALJ
	Worked on Resolution 2023-099 related to Change Order No. 1 with SGS. Updated, formatted, and disseminated the same to appropriate individuals.	1.90	136.99	ALJ
Nov-27-23	Reviewed supporting documentation from Chief Butler regarding Flock Amendment and revised Resolution 2023-142 and First Amendment to Flock Agreement.	0.80	140.08	TJK
	Worked on Resolution 2023-140 related to Statewide Mutual Aid Agreement. Updated, formatted, and disseminated the same to appropriate individuals.	2.15	155.02	ALJ

	Coordinated call with Mr. Kennon, Mrs. Adams, and Chief Butler.	0.20	14.42	ALJ
	Worked on Resolution 2023-138 related to FOP Agreement. Updated, formatted, and disseminated the same to appropriate individuals.	3.65	263.17	ALJ
	Worked on Resolution 2023-141 and related Task Assignment 9 with NFPS. Updated, formatted, and disseminated the same to appropriate individuals.	2.10	151.41	ALJ
Nov-28-23	Reviewed and revised Resolution 2023-142 related to Flock and First Amendment to Agreement. Finalized correspondence regarding RSH contract to Mrs. Karr. Telephone conference with Danielle regarding LCPD issues. Conference call with Danielle and Chief Butler. Telephone conference with Dicks and Khachijen at Columbia County Sheriff's Department regarding the disclosure of law enforcement information. Researched 119 exemptions regarding vehicles and Albrecht request.	1.70	297.67	TJK
	Sent email to Chief Butler requesting clarification on issues related to Flock Amendment.	0.20	14.42	ALJ
Nov-29-23	Worked on correspondence to Mr. Johnson regarding the McKellum MOU. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.42	ALJ
	Worked on correspondence to Mrs. Karr regarding changes to RSH Agreement. Updated, formatted, and disseminated the same to appropriate individuals.	0.60	43.26	ALJ
Nov-30-23	Telephone conference with Mrs. Sikes regarding the agenda and supporting documents. Reviewed Resolution 2023-024 regarding the Flock Contract and reviewed correspondence from Chief Butler. Revised First Amendment to Flock Agreement. Reviewed documentation from Chief Wehinger regarding Firefighter sponsorship and dictated draft of Agreement.	1.30	227.63	TJK

Worked on draft sponsorship contract for Chief Wehinger. Updated, formatted, and forwarded the same to Mr. Kennon for review.	1.00	72.10	ALJ
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Totals	78.10	\$8,932.09	
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Total Fee & Disbursements			\$8,932.09
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Previous Balance			11,766.20
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Previous Payments			11,766.20
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Balance Now Due			\$8,932.09
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TAX ID Number 20-2029910

PAYMENT DETAILS

Dec-14-23	For Services Rendered	11,766.20
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Total Payments	<i>Thank you!</i>	\$11,766.20
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Robinson, Kennon and Kendron, P. A.

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City of Lake City
205 N. Marion Avenue
Lake City, FL
USA

December 14, 2023

Attention:

File #: 00801-026

Inv #: 7922

RE: Javier Lago Pelletier - Code Enforcement violation (Case No. 2023-1004-MO)

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Nov-01-23	Prepared for and attended Case Management Conference related to Pelletier claim.	0.90	176.13	TJK
	Received Order Setting Hearing. Saved to the file and forwarded to Mr. Kennon for review.	0.20	14.42	ALJ
Nov-27-23	Organized legal research. Drafted questions for witnesses. Office consultation with City witnesses. Reviewed ownership records on-line for hearing preparation.	3.80	743.66	TJK
Nov-28-23	Reviwed questions for witnesses and research on sunbiz for owner property.	0.40	78.28	TJK
	Worked on questions for upcoming hearing. Forwarded the same to Mr. Sova for review and distribution to appropriate individuals.	1.50	108.15	ALJ
Nov-29-23	Prepared for and attended hearing on code violation regarding Pelletier. Dictated draft order.	2.00	391.40	TJK
Nov-30-23	Reviewed and finalized proposed order for Judge Johnson's consideration.	0.20	39.14	TJK
	Worked on proposed order on Defendant's Request for Hearing. Updated, formatted, and disseminated the same.	1.10	79.31	ALJ

Totals	10.10	<u>\$1,630.49</u>
Total Fee & Disbursements		<u>\$1,630.49</u>
Previous Balance		550.02
Previous Payments		550.02
Balance Now Due		<u>\$1,630.49</u>

TAX ID Number 20-2029910

PAYMENT DETAILS

Dec-14-23	For Services Rendered	550.02
Total Payments	<i>Thank you!</i>	<u>\$550.02</u>

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City of Lake City
 205 N. Marion Avenue
 Lake City, FL
 USA

December 14, 2023

Attention:

File #: 00801-027
 Inv #: 7923

RE: John Myers Amusement, LLC v. COLC

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Nov-02-23	Worked on correspondence to Mr. Foreman regarding John Myers Amusements. Updated, formatted, and disseminated the same.	0.20	14.42	ALJ
Nov-07-23	Worked on correspondence to Mrs. Sikes regarding John Myers Amusements. Forwarded the same to Mrs. Adams for review.	0.20	14.42	ALJ
	Totals	0.40	\$28.84	
	Total Fee & Disbursements		\$28.84	
	Previous Balance		627.27	
	Previous Payments		627.27	
	Balance Now Due		\$28.84	

TAX ID Number 20-2029910

PAYMENT DETAILS

Dec-14-23	For Services Rendered	627.27
	Total Payments	\$627.27

Thank you!

File Attachments for Item:

22. Approval of job descriptions for the Police, Water Treatment Plant, Waste Water Treatment Plant, Sprayfield, Distribution and Collection, and Natural Gas Departments. The Human Resources Department has been in the process of reviewing all job descriptions for positions that were approved in the FY 23-24 Budget. This completes the descriptions identified in FY 23-24. Future modifications to approved job descriptions will be presented to council for approval.

POLICE DEPARTMENT

Position Schedule

ACCOUNT	POSITION	FY 2023 BUDGET	FY 2024 BUDGET
001.11.521	ADMINISTRATIVE ASSISTANT	2	2
	ASSISTANT POLICE CHIEF	1	1
	* COMMUNICATION OFFICER	10	10
	COMMUNICATION SUPERVISOR	1	1
	COMMUNITY RELATIONS COORDINATOR	1	1
	CRIME SCENE/EVIDENCE TECHNICIAN	1	1
	POLICE CHIEF	1	1
	POLICE INVESTIGATOR	4	4
	POLICE LIEUTENANT	2	2
	POLICE OFFICER	27	27
	POLICE OPS SERGEANT	1	1
	RECORDS CLERK	2	0
	RECORDS COORDINATOR	1	3
	POLICE RESERVIST - UNPAID	3	3
	POLICE SCHOOL CROSSING GUARD	4	4
	POLICE SERGEANT	6	6
	TOTAL	67	67

* (2) COMMUNICATION OFFICERS FUNDED IN FIRE DEPT
TOTAL OF 12 COMMUNICATION OFFICERS

City of Lake City, FL

Classification Description

Classification Title: ADMINISTRATIVE ASSISTANT
Department: POLICE

Pay Grade: 1
FLSA Status: Non-Exempt

General Description

This is a highly responsible administrative work in assisting supervisors in the performance of managerial duties.

Nature of Work

Essential Functions:

- Prepares time sheets, compiles, calculates, and tracks project hours. Prepares and processes payroll and invoices for the department.
- Prepares documents, composes letters, and maintains office files, reports and technical information. Types correspondence for director and all supervisors.
- Processes invoices, codes and checks for accuracy, and posts on ledger.
- Assists with training of directors and other key personnel.
- Prepares and coordinates material for publicity, press releases and provides liaison between the City and public daily on various topics.
- Performs research, analysis data, coordinates with City departments on cross-departmental issues affecting the City. Creates and maintains project files and departmental records.
- Maintains appointment calendars and schedules appointments.
- Receives and screens calls and refers calls to other employees. Communicates with citizens and responds to inquiries regarding the operation of the City.
- Coordinates, plans, and participates in special events, awards, activities and programs as to promote and coordinate activities in the City.
- Assists in preparation of the Department's annual budget and monitoring of funds by collecting information, researching specific resources.
- Attends City Council meetings, conferences, committee, and staff meetings to gather information and provide administrative assistance. Takes notes and minutes of meetings and functions as required.
- Maintains office supplies and other departmental materials.

- Communicates clearly and professionally in person, by telephone and in writing, prepares slides, flip charts and other graphic materials necessary to convey concepts and ideas.
- Prepares Payroll for approval from the Chief of Police
- Orders supplies and equipment in accordance with the City procurement procedures and with the approval of the Chief of Police.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses computers for word processing and/or accounting purposes.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job includes:

- Knowledge of modern business management and the principles and practice of public administration or related field.
- Knowledge of sources of information related to problems of local government;
- Ability to write and produce clear and concise reports, publications, memoranda and letters;
- Ability to develop and maintain effective working relationships with media representatives, and with department personnel;
- Ability to communicate clearly with the general public;
- Ability to work with all levels of city personnel tactfully and courteously;
- Ability to meet multiple deadlines;
- Ability to research and analyze data, situations, and to make recommendations;
- Ability to work with a variety of financial reports and data;
- Ability to interpret and communicate city and Department policies and procedures, and ability to solve problems and be detail oriented;
- Ability to communicate clearly in both verbal and written form; and
- Ability to remain courteous in stressful situations.
- Ability to work with and maintain the confidentiality of Criminal Justice information (CJI)
- Ability to obtain and maintain Criminal Justice Information System (CJIS) certifications

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and three (3) years of experience involving secretarial/clerical duties including the operation of a personal computer, keyboard, or similar data entry equipment Must possess a valid Florida Operators Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing

- Sitting for extended periods of time

Environmental Conditions:

- Works inside in an office setting

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: ASSISTANT POLICE CHIEF
Department: POLICE

Pay Grade: 17
FLSA Status: Exempt

General Description

This is highly responsible managerial, professional, technical and administrative work in the directing the daily operations of the Police Department. This position will plan, manage and provide policy direction for all divisions within the police department that have a significant financial, environmental and safety impact. Reports to the Chief of Police.

Nature of Work

Essential Functions:

- Plan, coordinates, organizes and supervises activities and employees within the police department.
- Conduct appraisal of crime prevention and law enforcement problems of the City.
- Develops efficient police solutions and make adjustments to departmental methods to meet new situations and to improve existing operations.
- Prepares studies and analysis relating to law enforcement procedures.
- Controls expenditures of police department appropriations and management development of department budget.
- Sets goals and objectives and participates in oval strategic planning.
- Responds to external environment, community and other public issues that effect the department.
- Cooperates with federal, state and municipal officers in the apprehension and detention of wanted persons.
- Manage government related and departmental disciplinary system, as required.
- Acts as department liaison.
- Performs related work as required.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the principles and practices of modern police administration and crime prevention;
- Knowledge of police records and their application to the solution of police problems;
- Knowledge of controlling laws and ordinances;
- Knowledge of standards by which the quality of police service is evaluated;
- Knowledge of the organization and functions of the City departments and of County, State, Federal law enforcement, regulatory, and licensing agencies;
- Knowledge of effective management practices;
- Ability to plan, assign, direct and supervise the activities of the department;
- Ability to establish and maintain effective working relationships with other City officials and the public;
- Ability to express ideas clearly and concisely, orally and in writing;
- Ability to prove strong leadership to the department;
- Ability to make good quality decisions;
- Ability to assess, select and promote quality people; and
- Good public relation skills.

Minimum Qualifications: Must have an Associates Degree in Criminology, Law Enforcement or related field. Two years of managerial experience in the selected field may be substituted for each year of education. Ten (10) years in law enforcement and responsible administrative positions; three (3) years of which must have been at the level of Chief or Assistant Chief in a comparable department and a record of successfully setting and accomplishing goals and objectives. Must possess a Florida Law Enforcement Certification and a valid Florida Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing

Environmental Conditions:

- Works inside in an office environment

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: COMMUNICATION OFFICER
Department: POLICE AND FIRE

Pay Grade: 1
FLSA Status: Non-Exempt

General Description

Responsible specialized work in dispatching police and fire units to emergencies and assisting the public and providing information to officers through statewide computer systems and complaint desk activities. This position requires shift work rotations.

Nature of Work

Essential Functions:

- Receives incoming calls, obtains essential data, evaluates the situation, and makes appropriate response.
- Handles complaints and handles emotionally hostile persons on telephone or at the counter.
- Maintains updated information.
- Operates equipment in the emergency command center during disasters or mobilizations.
- Monitors and communicates on the public safety radio with police and fire department personnel.
- Maintains a wide variety of records and logs. Files documents and records, etc.
- Maintains security of the communications room.
- Accesses, inputs and retrieves information from the computer.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

Minimum Qualifications:

Knowledge, Skills and Abilities:

- Knowledge of the operating characteristics of the communications equipment used in the system.
- Knowledge of the functions, procedures, policies and regulations of the communications system and of the police department.
- Knowledge of City streets and landmarks.
- Ability to elicit information necessary for proper dispatching from citizens in a distressed or confused condition.
- Ability to assess people and situations and use judgment in decision making.
- Ability to establish and maintain effective working relations with co-workers and the general public.
- Ability to understand and express ideas clearly and concisely, orally and in writing.
- Ability to speak clearly, distinctly and politely.
- Ability to access, input and retrieve information from a computer.
- Sufficient manual dexterity to develop skill in the operation of equipment utilized in the system.
- Skill in the efficient operation of the communication and retrieval equipment in the system

Education and Experience:

Must have high school diploma or possess a General Education Diploma and experience use of a two-way communication telephone min-computer system preferred; or education and experience which provides the above knowledge, skills and abilities. (A comparable amount of training, education or experience can be substituted for the minimum qualifications.)

Must successfully pass pre-employment computerized skills assessment test.

Licenses, Certifications or Registrations:

Must be able to obtain FCIC/NCIC Certification.

Must be able to successfully obtain State of Florida 911 Telecommunicator Certification within one year of employment.

Must be able to successfully obtain Emergency Fire Dispatch certification.

Must possess a valid Florida Driver's License.

Essential Physical Skills

- Acceptable eyesight (with or without correction)
- Acceptable hearing (without hearing aid)
- Ability to communicate both orally and in writing
- Ability to access, input and retrieve information from a computer
- Ability to type accurately
- Listening
- Ability to enter data at a prescribed rate of speed

Environmental Conditions:

- Works inside in an office environment under stressful conditions.

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Signature

Date

Print Name

City of Lake City, FL

Classification Description

Classification Title: COMMUNICATION SUPERVISOR
Department: PUBLIC SAFETY

Pay Grade: 8
FLSA Status: Non-Exempt

General Description

This is responsible work involving primary supervision, knowledge and direction in dispatching police and fire units to emergencies, assisting the public and providing information to officer through statewide computer systems and complaint desk activities. Work is performed under the supervision of a Lieutenant.

Nature of Work

Essential Functions:

- Performs all key tasks and duties of the Communication Officer.
- Supervises personnel and plans work assignments to ensure that the City's service and production expectations are achieved.
- Evaluates shift operations through personal observation, recommends improvements or modifications to work practices or performance.
- Works proactively with staff to resolve performance or personnel issues at the lowest level.
- Conducts employee evaluations, reviews and approves employee timesheets, and investigates and resolves complaints or problems.
- Identifies issues and implements basic corrective action including oral counseling and oral warnings; discusses need for further corrective action with immediate supervisor and/or chain of command.
- Coordinates major incidents to ensure that proper notifications are made; assists in call handling if necessary and coordinates with Incident Command.
- Stays regularly aware of employee actions and behavior for signs of stress, coping and general emotional well-being; specifically watches for these signs during or any time after high stress and major incidents.
- Responds to law enforcement requests for information, monitors several public safety authorities to coordinate dispatching of services between two or more agencies.

COMMUNICATION SUPERVISOR

- Ensures technical equipment is properly maintained, regularly serviced and fully functional.
- Reviews Law Enforcement/Fire/EMS calls for compliance to protocol, citizen evaluation surveys, etc.
- Completes a variety of reports and correspondence relating to dispatch activities in a timely manner, such as investigations, inquiries or preparation of documents for court purposes including CAD reports, ANI/ALI reports, etc.
- In case of emergency or other necessity, works with City I.T. to transfer Operations to and sets up the Dispatch Operations back-up center and shuts down dispatch activities at main location.
- Regular attendance is needed to ensure personnel observations of all shifts, ensure oversight of continuity of operations of personnel and responsibilities.
- Maintains knowledge, standards and proofs for Accreditation purposes.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

Minimum Qualifications:

Knowledge, Skills and Abilities:

- Knowledge of the operating characteristics of the communications equipment used in the system.
- Knowledge of the functions, procedures, policies and regulations of the communications system and of the police department.
- Knowledge of City streets and landmarks.
- Ability to elicit information necessary for proper dispatching from citizens in a distressed or confused condition.
- Ability to assess people and situations and use judgment in decision making.
- Ability to establish and maintain effective working relations with co-workers and the general public.
- Ability to understand and express ideas clearly and concisely, orally and in writing.
- Ability to speak clearly, distinctly and politely.
- Ability to access, input and retrieve information from a computer.
- Sufficient manual dexterity to develop skill in the operation of equipment utilized in the system.
- Skill in the efficient operation of the communication and retrieval equipment in the system

Education and Experience:

Must have high school diploma or possess a general education diploma (GED) and have a minimum of three (3) years of progressively responsible communications dispatching experience in a comparable public safety dispatching center. Must have current FCIC/NCIC certification.

Licenses, Certifications or Registrations:

- FCIC/NCIC Certified
- Must possess a valid Florida Driver's License

Essential Physical Skills

- Acceptable eyesight (with or without correction)
- Acceptable hearing (without hearing aid)
- Ability to communicate both orally and in writing
- Ability to access, input and retrieve information from a computer
- Ability to type accurately
- Listening
- Ability to enter data at a prescribed rate of speed

Environmental Conditions:

- Works inside in an office environment under stressful conditions.

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: **COMMUNITY RELATIONS COORDINATOR**
Department: **POLICE**

Pay Grade: **8**
FLSA Status: **Non-exempt**

General Description

This administrative position will provide a positive nexus between the Police Department and the Community using various methods that work in the best interest of the Police Department and the Community. This position works under the direction of the Support Bureau Commander and the Office of the Chief of Police.

Nature of Work

Essential Functions:

- Assists with the development and implementation of various community programs to include, but not limited to: Police Explorer Program, Citizen's Police Academy, neighborhood watch programs, etc.
- Coordinates open dialogue with the community and the police department.
- Responsible for the development of community programs which promotes positive interaction between the community and the police department.
- Responsible for the development of volunteer programs for the elderly, youth, family support and neighborhood watch.
- Liaison between the Chamber of Commerce and the Police Department.
- Plans and Coordinates the "Breakfast with the Chief." Program.
- Assists in the planning of the Annual Police Ball.
- Establishes, coordinates or attends civic organization meetings as directed.
- Coordinates with all City Departments to assess needs for potential partnership in community functions.
- Scan community programs and issues to ensure the Police Department is adequately represented and/or involved.
- Actively seeks opportunities to be creative and innovative in achieving the goals and objectives of the Community Relations Unit.
- Attends community related events and meetings.
- Performs Public Information Officer (PIO) duties as directed
- Maintains the Department's Social Media presence

COMMUNITY RELATIONS COORDINATOR

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses computers for word processing and/or accounting purposes.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriately groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Requires the use and exercise of independent judgment;
- May be required to attend meetings outside business hours;
- This position requires a flexible schedule;
- Knowledge of the administrative principles and practices governing the operations of the City of Lake City;
- Knowledge of computer and relevant software;
- Ability to write clear and concise letters, reports or other documents and to speak effectively;
- Ability to establish and maintain effective working relationships with officials of other agencies and with department and division heads, public and private agencies and the general public;
- Ability to communicate effectively, both orally and in writing;
- Skill in locating and analyzing problems in the areas assigned; and
- Ability to delegate effectively and have the ability to communicate calmly and tactfully with the citizens in tense situations.
- Ability to obtain and maintain Criminal Justice Information System (CJIS) certifications

Minimum Qualifications: Graduation from an accredited four-year college or university with major course work in public or business administration; five years of progressively responsible experience in community relations; or an equivalent combination of training and experience that provides the required knowledge, ability and skills.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- *Acceptable hearing (with or without a hearing aid)*
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, walking, standing, bending

COMMUNITY RELATIONS COORDINATOR

- Tasting, smelling

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: CRIME SCENE/ EVIDENCE TECHNICIAN Pay Grade: 10

Department: POLICE

FLSA Status: Non- Exempt

General Description

This position can be either a sworn or non-sworn position, responsible for the custody and safekeeping of property and evidence obtained by the police department and the subsequent release of property to authorized persons or other disposition in accordance with state law and departmental policies and procedures. This position will also involve frequent exercise of independent judgment and initiative.

Nature of Work

Essential Functions:

- Process crime scenes to include fingerprinting, locating, collecting and preserving evidence, photographing the scene, and submission of evidence to FDLE in accordance with established department policies.
- Daily intake of evidence and evidence management
- Impound and forfeiture management
- Receives items seized as evidence or as recovered/ impounded property coming into the possession of the department
- Verifies record of items received, including description of item, name of owner (if known), name of officer from whom received, and reason for retention
- Delivers evidence to FDLE for processing by the lab
- Issues property being retained as evidence to officer at time of trial upon receipt of authorization
- Answers all subpoenas as required by law and testifies in court as to evidence held
- Prepares lists of articles to be destroyed, releases articles for official destruction, inventories and releases property for sale at public auction
- Releases or mails lost or stolen articles to owners upon proof of ownership with authorization
- Maintains good working relationships with personnel in the department

- Is available by phone, radio, or pager to respond as necessary if requested
- Keeps His/ Her direct Supervisor informed of any problems that may occur within the unit
- Enters and accesses information in the automated data system through use of keyboard, bar-code scanner, or other devices
- Orders materials and supplies for the unit, using the proper forms and procedures
- Conducts annual department inventory of assets.
- Operate and maintain an assigned crime scene vehicle
- Maintains issued equipment and supplies
- Assist with complex investigations as directed by his/ her supervisor
- Maintains a complete working knowledge of all city and police department policies, procedures and personnel practices

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees **will** be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for data entry. Uses or repairs medium equipment and machinery, such as vehicles or commercial mowers.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Ability to analyze situations quickly and objectively and to determine proper course of action to be taken;
- Ability to cope with situations firmly, courteously and tactfully, and with respect for the rights of others;
- Ability to learn the geography of the City and its physical and social characteristics;
- Ability to understand and carry out oral and written instructions;
- Ability to read, write and speak effectively;
- Ability to meet physical requirements and standards; and
- Ability to communicate effectively.

Minimum Qualifications:

- Considerable knowledge of storeroom methods and procedures, including sound record keeping and clerical practices
- Ability to maintain accounting records necessary for perpetual property control in accordance with departmental Standard Operating Procedures
- Ability to understand and follow oral and written instructions
- Ability to established and maintain effective working relationships with employees and the general public
- Ability to express oneself clearly and effectively in courtroom situations
- Ability to obtain and maintain Criminal Justice Information System (CJIS) certifications
- Ability to work with and maintain confidential information.
- Good physical condition and manual dexterity to permit lifting and moving of heavy objects

ESSENTIAL PHYSICAL SKILLS

- Light (up to 15 pounds) to heavy (45 pounds and over) lifting and carrying
- Endure sustained acts of physical exhaustion and endure periods of duty under unfavorable situations
- Ability to properly handle and secure hazardous materials, including biological, per Department General Orders and training.
- Ability to communicate both orally and in writing
- Reaching, pulling, pushing, smelling
- Climbing, walking, standing, crawling, kneeling, bending, stooping, jumping, running, driving
- Depth perception
- Distinguish colors
- Acceptable eyesight {with or without correction}
- Acceptable hearing {without hearing aid}

Environmental Conditions:

- Works inside
- Works outside in various weather conditions with: noise, fumes, gases, smoke or flames, odors
- Works with slippery surfaces, uneven surfaces, heights, poor lighting
- Works in or with moving objects or vehicles
- Works in hazardous and stressful conditions
- Works day and night conditions under stressful and hazardous situations
- Endure sustained acts of physical exhaustion and endure periods of duty under unfavorable and life threatening situations.

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: POLICE CHIEF
Department: POLICE

Pay Grade: 20 FLSA
Status: Exempt

General Description

This is responsible, administrative and technical police work in the direction of personnel and activities of the police department. Work is performed under the general administrative direction of the City Manager.

Nature of Work

Essential Functions:

- Plans, organizes and directs all activities of the police department. Formulates goals and policy for the department.
- Appraises crime prevention and law enforcement problems of the City; develops efficient police solutions and adjusts departmental methods to meet new situations and to improve existing operations and effectiveness.
- Controls expenditures of departmental appropriations and prepares department budget.
- Supervises in the training of members of the police force.
- Advises and assists police officers in non-routine criminal or other investigations.
- Receives and disposes of complaints. Attends, conducts and addresses meetings at public gatherings to explain the activities and functions of the police department and to establish favorable public relations.
- Cooperates with County, State and Federal officers in the apprehension and detention of wanted persons, and other agencies where activities of the police department are involved.
- Performs routine administrative functions.
- Selects, assesses and makes decisions on hiring, promotions, termination and other disciplinary actions with the City Manager's approval.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the principles and practices of modern police administration and crime prevention;
- Knowledge of police records and their application to the solution of police problems;
- Knowledge of controlling laws and ordinances;
- Knowledge of standards by which the quality of police service is evaluated;
- Knowledge of the organization and functions of the City departments and of County, State, Federal law enforcement, regulatory, and licensing agencies;
- Knowledge of effective management practices;
- Ability to plan, assign, direct and supervise the activities of the department;
- Ability to establish and maintain effective working relationships with other City officials and the public;
- Ability to express ideas clearly and concisely, orally and in writing;
- Ability to prove strong leadership to the department;
- Ability to make good quality decisions;
- Ability to assess, select and promote quality people; and
- Good public relation skills.

Minimum QuaHfications; Must have an Associates Degree in Criminology, Law Enforcement or related field. Ten (10) years in law enforcement and responsible administrative positions; three (3) years of which must have been at the level of Chief or Assistant Chief in a comparable department and a record of successfully setting and accomplishing goals and objectives. Must possess a Florida Law Enforcement Certification and a valid Florida Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing

Environmental Conditions:

- Works inside in an office environment

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: POLICE INVESTIGATOR
Department: POLICE

Pay Grade: 12
FLSA Status: Non-Exempt

General Description

This is a Police Officer position performing technical police work assignment in the investigation of criminal offenses, accidents and related areas. Work is performed under the direction of a Police Sergeant over Criminal Investigation Division (CID).

Nature of Work

Essential Functions:

- Participates in investigations of all types of crimes. Collects and preserves information and evidence. Conducts searches.
- Participates in gathering intelligence information. Checks sources of information. Checks truth and accuracy of statements.
- Examines crime scenes for clues and latent fingerprints.
- Interviews witnesses and interrogates suspects; takes statements; attends and testifies in court.
- Obtains warrants and subpoenas.
- Identifies and recovers stolen property.
- Prepares written reports of complaints and investigations.
- Conducts undercover investigations and surveillance.
- Conducts pre-employment background checks.
- Conducts departmental training. Attends specialized training.
- Performs work found in the Police Officer job description.
- Maintains sex offender list (SOAP)
- Coordinates w/banks to ensure that alarm protocol is followed
- Maintain inmate release records.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for word processing and/or accounting purposes. Uses or operates investigative and surveillance equipment.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization’s mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer’s specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of approved principles and practices of police work;
- Knowledge of laws and ordinances governing local police work;
- Ability to work with some degree of independence;
- Ability to execute difficult oral and written directions;
- Ability to prepare clear and comprehensive reports;
- Ability to react quickly and calmly in emergencies;
- Ability to execute duties firmly, tactfully, and impartially;
- Ability to establish and maintain effective working relationships with other employees, other law enforcement officers, and the general public;
- Skill in investigative techniques;
- Skill in use of police equipment;
- Skill in use and care of firearms; and
- Skill in operation of motor vehicles.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED), supplemented by course work in modern police work and investigative techniques, and at least one (1) year as a Police Officer. Must be a Certified Law Enforcement Officer with the State of Florida. Must possess a valid Florida Driver’s License.

ESSENTIAL PHYSICAL SKILLS

- Light (up to 15 pounds) to heavy (45 pounds and over) lifting and carrying
- Endure sustained acts of physical exhaustion and endure periods of duty under unfavorable and live threatening situations
- Reaching, pulling, pushing, smelling, climbing, walking, standing, crawling, kneeling, bending, stooping, jumping, running
- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)

- Ability communicate both orally and in writing
- Depth perception, distinguish colors
- Driving

Environmental Conditions:

- Works inside and outside in various weather conditions
- Works day and night conditions under stressful and hazardous situations
- Endure sustained acts of physical exhaustion and endure periods of duty under unfavorable and life threatening situations

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: POLICE LIEUTENANT-
OPERATIONS BUREAU COMMANDER
Department: POLICE

Pay Grade: 14
FLSA Status: Non-Exempt

General Description

This is a responsible supervisory work position that is responsible for planning, coordinating, directing and controlling the operations of the Patrol Division components and their personnel and handles citizen complaints.

Nature of Work

Essential Functions:

- Directs personnel matters involving scheduling, discipline, assignments and associated paperwork including evaluations of the Patrol Division.
- Reviews reports, schedules, training, and oversees the maintenance of all equipment.
- May perform work found in the Sergeant job description.
- Maintains the Department's incident reporting system.
- Coordinates and initiates training programs for the officers.
- Attends various meetings and sits on various committees.
- Conducts short and long range planning activities.
- Ensures compliance with regulations and department standards.
- Prepares monthly, quarterly and annual reports.
- Compiles patrol division payroll sheets.
- Handles City complaints.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses highly technical computer applications, such as GIS or CAD.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization’s mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer’s specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of State and municipal laws;
- Knowledge of department policies and procedures;
- Ability to make sound decisions; and
- Skill in communicating both verbally and in writing.

Minimum Qualifications: Graduation from an accredited college or university with an Associates Degree in Law Enforcement or a related field is desirable. Five (5) years successful police experience with a minimum of three (3) years at the rank of sergeant or supervisor level. Must possess a Florida Law Enforcement Certification. Must possess a valid Florida Driver’s License

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Driving
- Ability to lift over 20 pounds

Environmental Conditions:

- Works inside and occasionally outside in varied weather conditions
- Works in or with moving objects or vehicles
- Works in stressful conditions at times

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Signature

Date

Print Name

City of Lake City, FL

Classification Description

Classification Title: POLICE LIEUTENANT-
ADMINISTRATIVE BUREAU COMMANDER
Department: POLICE

Pay Grade: 14
FLSA Status: Non- Exempt

General Description

This is responsible supervisory work position that is responsible for directing the activities and operations of the Investigations Division, Office of Professional Standards, Accreditation, Records, Community Resource Officer, Property and Evidence, Task Force, Crime Unit, Training and School Crossing Guards.

Nature of Work

Essential Functions:

- Plans, programs and supervises activities and personnel assigned to the investigative team.
- Oversees all In-Service Training.
- Participates in department, law enforcement meetings and other meetings.
- Represents the department on various boards, committees and events.
- Coordinates activities between investigations and various department and department components.
- Assists in the selection, staffing, training, performance, and discipline of department personnel. Reviews personnel evaluations.
- Participates in the review of training material.
- Investigates major crimes.
- Makes purchases and obtains quotes for police equipment.
- Conducts internal investigations
- Reviews and updates policies. Participates in problem solving and decision making as part of the Chief staff.
- Collets and reviews Investigation statistics sheets.
- Assigns cases to Investigators.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be

POLICE LIEUTENANT – Administrative Bureau Commander

required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses highly technical computer applications, such as GIS or CAD.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the modern principles, practices, and methods of police administration, organization, operations, and investigations;
- Knowledge of the operating procedures of the department and limitations upon department authority;
- Knowledge of the pertinent laws, ordinances, and codes pertaining to criminal and related violations;
- Knowledge of the methods of preservation of evidence and what constitutes admissible evidence;
- Ability to plan, assign, supervise and review work of subordinate personnel;
- Ability to establish and maintain effective working relationships with other public officials, departmental members, and the general public;
- Ability to react quickly and calmly in emergencies; and
- Ability to observe situations analytically and objectively and to record them clearly and completely.

Minimum Qualifications: Graduation from an accredited college or university with an Associates Degree in Law Enforcement or a related field is desirable. Five (5) years successful police experience with a minimum of three (3) years at the rank of sergeant or supervisor level. Must possess a Florida Law Enforcement Certification. Must possess a valid Florida Driver's License

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Driving
- Ability to lift over 20 pounds

Environmental Conditions:

- Works inside and occasionally outside in varied weather conditions
- Works in or with moving objects or vehicles
- Works in stressful conditions at times

POLICE LIEUTENANT – Administrative Bureau Commander

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: POLICE OFFICER
Department: POLICE

Pay Grade: 10
FLSA Status: Non-exempt

General Description

General duty police work in the protection of life and property through the enforcement of laws and ordinances. Work is performed under the supervision of a Sergeant and/or a Corporal.

Nature of Work

Essential Functions:

- Effect an arrest, forcibly if necessary, using handcuffs and other restraints; subdue resisting suspects, using maneuvers and weapons and resort to the use of hands and feet, and other approved weapons in self-defense.
- Prepare investigative and other reports, including sketches, using appropriate grammar, symbols and mathematical computations.
- Exercise independent judgment in determining when there is reasonable suspicion to detain, when probable cause exists to search and arrest and when force may be used and to what degree.
- Operate a law enforcement vehicle during both the day and night; in emergency situations involving speeds in excess of posted limits, in congested traffic and in unsafe road conditions caused by factors such as fog, smoke, and rain.
- Communicate effectively and coherently over law enforcement radio channels while initiating and responding to radio communication.
- Gather information in criminal investigations by interviewing and obtaining the statements of victims, witnesses, suspects and confidential informers.
- Pursue fleeing suspects and perform operations which may involve quickly entering and exiting law enforcement patrol vehicles; lifting, carrying and dragging heavy objects; climbing over and pulling up oneself over obstacles; jumping down from elevated surfaces; climbing through openings; jumping over obstacles, ditches and streams; crawling in confined areas; balancing on uneven or narrow surfaces and using body force to gain entrance through barriers.
- Load, unload, aim and fire from a variety of body positions: handguns, shotguns and other agency firearms under conditions of stress that justify the use of deadly force and at levels of proficiency prescribed in certification standards.

- Conduct visual and audio surveillance for extended periods of time.
- Demonstrate communication skills in court and other formal settings
- Perform searches of people, vehicles, buildings and large outdoor areas which may involve feeling and detecting objects, walking for long periods of time, detaining people and stopping suspicious vehicles and persons.
- Engage in law enforcement patrol functions that include things as working rotating shifts, walking on foot patrol and physically checking the doors and windows of buildings to ensure they are secure.
- Effectively communicate with people, including juveniles, by giving information and directions, mediating disputes and advising of rights and processes.
- Detect and collect evidence and substances that provide the basis of criminal offenses and infractions and that indicate the presence of dangerous conditions.
- Endure verbal and mental abuse when confronted with the hostile views and opinions of suspects and other people encountered in an antagonistic environment.
- Perform rescue functions at accidents, emergencies and disasters to include directing traffic for long periods of time, administering emergency medical aid, lifting, dragging and carrying people away from dangerous situations and securing and evacuating people from particular areas.
- Process and transport prisoners using handcuffs and other appropriate restraints.
- Put on and operate a gas mask in situations where chemical munitions are being deployed.
- Extinguish small fires by using a fire extinguisher and other appropriate means.
- Read and comprehend legal and non-legal documents, including the preparation and processing of such documents as citations, affidavits, and warrants.
- Process arrests suspects to include taking their photographs and obtaining a legible set of inked fingerprint impressions.
- When designated, trains, cares for, and uses a K-9 dog in patrol and other assignments.
- Patrols areas of the City by: car, on foot, bicycle or other motorized vehicle.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

Minimum Qualifications:

Knowledge, Skills and Abilities:

- Ability to analyze situations quickly and objectively and to determine proper course of action to be taken
- Ability to cope with situations firmly, courteously and tactfully, and with respect for the rights of others
- Ability to learn the geography of the City and its physical and social characteristics
- Ability to understand and carry out oral and written instructions
- Ability to read, write and speak effectively
- Ability to meet physical requirements and standards
- Ability to communicate effectively

Education and Experience:

Must be a high school graduate or possess a General Education Diploma (GED). Completion of the Minimum Standards courses as set forth by the Florida police Standards Council.

(A comparable amount of training, education or experience can be substituted for the minimum qualifications.)

Licenses, Certifications or Registrations:

Must have a Florida Enforcement Certification
Must possess a valid Florida Driver's License

Essential Physical Skills

- Light (up to 15 pounds) to heavy (45 pounds and over) lifting and carrying
- Endure sustained acts of physical exhaustion and endure periods of duty under unfavorable and life threatening situations.
- Ability to communicate both orally and in writing
- Reaching, pulling, pushing, smelling
- Climbing, walking, standing, crawling, kneeling, bending, stooping, jumping, running, driving
- Depth perception
- Distinguish colors
- Acceptable eyesight (with or without correction)
- Acceptable hearing (without hearing aid)

Environmental Conditions:

- Works inside

Police Officer

- Works outside in various weather conditions with: noise, fumes, gases, smoke or flames, odors
- Slippery surfaces, uneven surfaces, heights, poor lighting
- In or with moving objects or vehicles
- In hazardous and stressful conditions

(Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job change. By signing below, I am indicating I have read and concur with the above description of my job.

Signature

Date

Print Name

City of Lake City, FL

Classification Description

Classification Title: POLICE SERGEANT
Department: POLICE

Pay Grade: 13
FLSA Status: Non-Exempt

General Description

This is responsible work involving primary supervision, direction and control of Corporals, Patrol Officers, CID Investigators, OPS, or Task Force personnel. This position performs field supervision responsibilities over all areas to which assigned. Work is performed under the administration direction of a superior officer. This is general duty police work in the protection of life and property through the enforcement of laws and ordinances.

Nature of Work

Essential Functions:

- Supervises over and participates in general police officer duties and supervises special units, responds to major police, accident and fire calls on a shift. Operates a police vehicle.
- Assists and instructs officers in investigations and other unusual situations.
- Explains and interprets the general and special orders.
- Instructs and advises Corporals and patrol officers in various phases of police operations.
- Receives, reviews and approves field reports.
- Assists in the development of strategies in combating crime. Insures officers are familiar with crime problems in their assigned zones.
- Conducts daily roll call for shift.
- Maintains discipline of subordinates by inspection, evaluation, counseling and enforcement of departmental orders and directives.
- Prepares paperwork and court room documents.
- Maintains Federal grants and investigative funds.
- Responds to citizens' complaints.
- Maintains equipment used in daily operations.

- Possesses authority to issue verbal reprimands, make emergency suspensions, and recommend other disciplinary actions.
- May participate in police officer recruitment.
- Must complete CJSTC Course 809 Field Training Officer Course for Law Enforcement or obtain the certification.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses highly technical computer applications, such as GIS or CAD.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of police supervisory concepts and practices, modern police methods and procedures;
- Knowledge of rules and regulations of the department;
- Knowledge of Federal, State and municipal and controlling court decisions;
- Knowledge of physical and social characteristics of the City;
- Ability to plan, assign, instruct, supervise and evaluate the work of subordinates;
- Ability to analyze situations quickly and objectively to determine proper actions to be taken;
- Ability to deal courteously and fairly with the public;
- Ability to write, read and speak effectively; and
- Skill in the care and use of firearms.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED). Special courses in supervision and police management desirable and Three (3) years experience as a certified sworn officer within the department. Must have a Florida Law Enforcement Certification. Must possess a valid Florida Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Endure sustained acts of physical exhaustion and endure periods of light duty under unfavorable and life threatening situations.
- Light to heavy (45 pounds and over) lifting and carrying
- Walking, standing, running, driving, climbing, jumping, bending, stooping
- Acceptable eyesight (with or without correction)
- Acceptable hearing (without hearing aid)

- Ability to communicate both orally and in writing

Environmental Conditions:

- Works inside
- Works outside in various weather conditions
- Works in hazardous and stressful conditions

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Signature

Date

Print Name

City of Lake City, FL

Classification Description

Pay Grade: 2
FLSA Status: Non-Exempt

Classification Title: RECORDS COORDINATOR
Department: POLICE

General Description

Advanced administrative, clerical, records management and some auditing work involving various functions and responsibilities of the Police Department. Coordinate Records Management within the Police Department which includes training, records storage, retention and destruction according to General Records Schedules. Responsible for archiving of records inclusive of records with historical value to ensure information is processed efficiently and effectively. Work is performed under the general supervision of the Chief of Police.

Nature of Work

Essential Functions:

- Manages Records Storage Unit inclusive of onsite and off-site records.
- Maintain inventory of vital records and records stored at off-site records facility.
- Prepares records disposition schedules for all department records.
- Prepares records for destruction in accordance with approved Florida Records Retention Schedules.
- Performs research on active and inactive records.
- Prepares documents for filing, public records viewing and copying.
- Perform statistical and record keeping functions.
- Assists in coordinating records management training with Police Department's Office of Professional Standards.
- Prepares reports, researches records, and maintains records and files.
- Attends and participates in meetings as required.
- Ensures compliance with federal, state, and local legal requirement by researching existing and new legislation. Advises Police Department management of actions and potential risks.
- Prepares State's Attorney packets.
- Keeps up to date on information and technology affecting functional areas to increase innovation and ensure compliance.
- Responsible for imaging of Department documents, indexing and providing quality assurance of images scanned. Ensures the security and preservation of records in storage.
- Interacts with the general public, City administration and Department employees to produce records as required by the Florida Public Records Act.
- Assists with processing affidavits, public records requests, subpoenas, or similar documents.
- Gives general information concerning regulations and office procedures.
- Prepares cost estimates for records requested.
- Assists in staffing the City's Emergency Operations Center when activate.
- With minimal direction, provide administrative support to the Police Chief and command staff.
- Greets and assists visitors and staff in a friendly, professional and hospitable manner; provides information as requested.
- Analyzes and helps resolve administrative problems. Develop and coordinate methods and procedural improvements to foster greater productivity.

- Performs various administrative duties: filing, typing, telephone answering, computer input and retrieval.
- Plans, initiates, and carries to completion various administrative assignment.
- Attends training and education opportunities.
- Ability to obtain and maintain Criminal Justice Information System (CJIS) certifications
- Ability to work with and maintain confidential information
- Performs other duties as assigned.

{These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines, scanner or multi-line telephone systems. Uses computers for word processing, video and audio redactions and document imaging software.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards, Department General Orders and Standard Operating Procedures, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues.

Critical skills/expertise identified for this job include:

- Must have the ability to perform office duties as expected
- Knowledge of laws and regulations governing the publishing, filing, indexing and safekeeping of official police department documents
- Ability to work with and maintain the confidentiality of Criminal Justice information (CJI)
- Knowledge of Florida Retention Schedules
- Knowledge of research methods and techniques
- Ability to communicate effectively, both orally and in writing
- Ability to conduct research, analyze and present findings in a clear, concise manner
- Ability to meet the public, to understand their questions, and provide clear answers
- Knowledge of business English and spelling
- Ability to understand and follow oral and written instructions
- Ability to access, input and retrieve information from a computer
- Ability to learn assigned clerical tasks readily and to adhere to prescribed routine
- Skilled in the use of data input equipment
- Proficiency in Microsoft Office and Excel

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and have clerical experience including experience with data processing systems, records management, document imaging office automation, and organization. Must have valid Florida Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)

- Acceptable hearing (with or without hearing aid)

- Ability to access, input and retrieve information from a computer
- Ability to learn assigned clerical tasks readily and to adhere to prescribed routines
- Skill in the use of data input equipments

Environmental Conditions:

- Works inside in an office environment

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Name: _____ Date: _____

Signature: _____

City of Lake City, FL

Classification Description

Classification Title: POLICE RESERVE
Department: POLICE

Pay Grade: NA
FLSA Status: Exempt

General Description

This reserve position (not compensated) is general duty police work in the protection of life and property through the enforcement of laws and ordinances. Work is performed under the supervision of a superior officer. This classification involves 8 – 10 hour days on a reserve status basis. Must complete 12 hours a month along with mandatory training.

Nature of Work

Essential Functions:

- Effects an arrest, forcibly if necessary, using handcuffs and other restraints; subdues resisting suspects, using maneuvers and weapons and resort to the use of hands and feet, and other approved weapons in self-defense.
- Prepares investigative and other reports, including sketches, using appropriate grammar, symbols and mathematical computations.
- Exercises independent judgment in determining when there is reasonable suspicion to detain, when probable cause exists to search and arrest and when force may be used and to what degree.
- Operates a law enforcement vehicle during both the day and night; in emergency situations involving speeds in excess of posted limits, in congested traffic and in unsafe road conditions caused by factors such as fog, smoke, and rain.
- Communicates effectively and coherently over law enforcement radio channels while initiating and responding to radio communication.
- Gathers information in criminal investigations by interviewing and obtaining the statements of victims, witnesses, suspects and confidential informers.
- Pursues fleeing suspects and perform operations which may involve quickly entering and exiting law enforcement patrol vehicles; lifting, carrying and dragging heavy objects; climbing over and pulling up oneself over obstacles; jumping down from elevated surfaces; climbing through openings; jumping over obstacles, ditches and streams; crawling in confined areas; balancing on uneven or narrow surfaces and using body force to gain entrance through barriers.
- Loads, unloads, aims and fires from a variety of body positions: handguns, shotguns and other agency firearms under conditions of stress that justify the use of deadly force and at levels of proficiency prescribed in certification standards.

- Conducts visual and audio surveillance for extended periods of time.
- Demonstrates communication skills in court and other formal settings.
- Performs searches of people, vehicles, buildings and large outdoor areas which may involve feeling and detecting objects, walks for long periods of time, detains people and stops suspicious vehicles and persons.
- Engages in law enforcement patrol functions that include things as working rotating shifts, walks on foot patrol and physically checks the doors and windows of buildings to ensure they are secure.
- Effectively communicates with people, including juveniles, by giving information and directions, mediating disputes and advising of rights and processes.
- Detects and collects evidence and substances that provide the basis of criminal offenses and infractions and that indicate the presence of dangerous conditions.
- Endures verbal and mental abuse when confronted with the hostile views and opinions of suspects and other people encountered in an antagonistic environment.
- Performs rescue functions at accidents, emergencies and disasters to include directing traffic for long periods of time, administers emergency medical aid, lifts, drags and carries people away from dangerous situations and securing and evacuating people from particular areas.
- Processes and transports prisoners using handcuffs and other appropriate restraints.
- Puts on and operates a gas mask in situations where chemical munitions are being deployed.
- Extinguishes small fires by using a fire extinguisher and other appropriate means.
- Reads and comprehends legal and non-legal documents, including the preparation and processing of such documents as citations, affidavits, and warrants.
- Processes arrest suspects to include taking their photographs and obtaining a legible set of inked fingerprint impressions.
- Patrols areas of the City by: car, on foot, motorcycle, or bicycle.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for data entry.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the

organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Ability to analyze situations quickly and objectively and to determine proper course of action to be taken;
- Ability to cope with situations firmly, courteously and tactfully, and with respect for the rights of others;
- Ability to learn the geography of the City and its physical and social characteristics;
- Ability to understand and carry out oral and written instructions;
- Ability to read, write and speak effectively;
- Ability to meet physical requirements and standards; and
- Ability to communicate effectively.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and have completed the Minimum Standards courses set forth by the Florida Police Standards Council. Must have a Florida Law Enforcement Certification. Must possess a valid Florida Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Light (up to 15 pounds) to heavy (45 pounds and over) lifting and carrying
- Endure sustained acts of physical exhaustion and endure periods of duty under unfavorable and life threatening situations
- Ability to communicate both orally and in writing
- Reaching, pushing, pulling, smelling
- Climbing, walking, standing, crawling, kneeling, bending, stooping, jumping, running
- Driving
- Depth perception
- Distinguish colors
- Acceptable eyesight (with or without correction)
- Acceptable hearing (without hearing aid)

Environmental Conditions:

- Works inside an office
- Works outside in various weather conditions with: noise, fumes, gases, smoke or flames, odors
- Slipper surfaces, uneven surfaces, heights, poor lighting
- In or with moving objects or vehicles
- In hazardous and stressful conditions

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Signature

Date

Print Name

City of Lake City, FL

Classification Description

Classification Title: SCHOOL CROSSING GUARD (PT)
Department: POLICE

Pay Grade: 1
FLSA Status: Non-Exempt

General Description

This position is responsible for assisting children at school crossings during the schedule school hours doing what is necessary to help keep children safe. The position is for approximately 10 hours per week.

Nature of Work

Essential Functions:

- Assists children and other citizens across the street during school hours.
- Ensures that vehicles are completely stopped in order for students to cross the street.
- Assists with any issues that may arise among students in immediate assigned area.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Ability to analyze situations quickly and objectively and to determine proper course of action to be taken;
- Ability to cope with situations firmly, courteously and tactfully, and with respect for the rights of others;
- Ability to learn the geography of the City and its physical and social characteristics;
- Ability to understand and carry out oral and written instructions;
- Ability to meet physical requirements and standards; and
- Ability to communicate effectively.

POLICE SCHOOL CROSSING GUARD

Minimum Qualifications: Must be a high school graduate or possess a GED. Must possess a valid Florida Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Standing
- Walking
- Acceptable hearing (without or with hearing aid)
- Acceptable vision (with or without correction)

Environmental Conditions:

- Works outside in various weather conditions

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below I am indicating I have read and concur with the above description of my job.,

Signature

Date

Print Name

CITY OF LAKE CITY

WATER TREATMENT PLANT

Position Schedule

ACCOUNT	POSITION	FY 2023 BUDGET	FY 2024 BUDGET
410.72.536	DIRECTOR WATER PLANT	1	1
	WTP WATER PLANT CHIEF OPERATOR	1	1
	WTP OPERATOR A,B,C & TRAINEE	5	5
	TOTAL	<u>7</u>	<u>7</u>

City of Lake City, FL

Classification Description

Classification Title: DIRECTOR OF WATER SYSTEM
Department: WTP

Pay Grade: ~~18~~19
FLSA Status: Exempt

General Description

This position is responsible for administering the pumping and distribution of quality drinking water to the City of Lake City customers and other surrounding areas. This is supervisory work in the treatment and assuring the quality of potable water is meeting all regulations.

Nature of Work

Essential Functions:

- Supervises employees and inspects treatment plant.
- Supervises the preparation of strategic and annually updated plans for the Department and reviews and exercises responsibility for the overall operations and finances of the Department. Develops the departmental budget.
- Assists in incorporating advances in technologies by updating or replacing existing elements in the present water system, while ensuring that critical systems during emergency responses continue to operate at acceptable capacities.
- Prepares operational and other written and verbal reports.
- Works actively on the City's capital improvement program.
- Prepares work schedules. Coordinates between maintenance and operations.
- Keeps inventory of chemical usages and dosages.
- Evaluates work performed by employees.
- Conducts comprehensive analysis of all treatment processes.
- Interprets laboratory data as needed.
- Inspects mechanical failures and schedules work orders.
- Insures safe operation conditions.
- Carries out City policies and procedures as defined in the employee handbook.

- Interviews, hires and oversees the training of new employees.
- Planning, assigning and directing daily operations.
- Appraising performance and disciplining employees as necessary; addressing complaints and resolves problems.

Employees will be responsible for other related job duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses computers for word processing and/or accounting purposes. Uses highly technical computer applications, such as CAD. Supervises employees using or repairing heavy or complex machinery. Creates and guides implementation of capital improvement plans or programs.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the occupational hazards to worker's health and individual safety involves in the wastewater treatment plant;
- Knowledge of remote telemetry systems as they apply to plant operations;
- Ability to apply these rules and knowledge to assure precautionary measures are in place and adhered to;
- Ability to interpret laboratory data as it relates to various chemical processes and be capable of implementing changes in feed systems to optimize treatment;
- Ability to organize, establish priorities, to supervise technical employees and to assure high quality operations at all times;
- Ability to develop sound record keeping procedures and to prepare accurate records;
- Ability to understand complex directions and to follow moderately complex prints and sketches; and
- Ability to prepare written reports and to be able to present them orally and professionally.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and five (5) years experience, two (2) years of which should be supervisory experience in operation and maintenance of mechanical, electrical, chemical feed systems and process control of a modern, lime softened, well operated water treatment plant. Must have a valid Florida Driver's License. Must have a valid Florida Class "B" Driver's License. Must possess a State of Florida Class "A" Water Treatment Plant Certification.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Walking
- Standing
- Bending

Environmental Conditions:

- Works out-of-doors in various weather conditions with: noise, dust, slippery surfaces, and uneven surfaces

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: WATER TREATMENT PLANT CHIEF OPERATOR

Department: WTP

Pay Grade: ~~14~~ 7
FLSA Status: Exempt

General Description

This is a responsible technical and supervisory position involving the administration of daily operations of the wastewater treatment plant and laboratory. Work is performed under the general direction of the Water Treatment Plant Director.

Nature of Work

Essential Functions:

- Schedules, coordinates and supervises work activities of treatment plant personnel. Provides technical support and guidance in their work activities.
- Ensures safe, effective operation of plant facilities in accordance with F.A.C. 17-602.
- Conducts frequent and periodic inspections of plant to detect malfunctions, initiates corrective actions.
- Manages bio-solids and plant laboratory.
- Ensures maintenance of accurate and complete records on plant operation and laboratory data.
- Participates in new worker orientation; provides training and instruction to subordinates.
- Establishes work and maintenance schedules, ensures that building, grounds, and equipment are maintained in proper condition.
- Assists in formulating and implementing practice rules, techniques, and procedures.
- Provides information for preparation of annual budget.
- Purchases supplies and equipment for the plant.
- Controls chemical and mechanical supplies; ensures safe use of all treatment related supplies.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses computers for word processing and/or accounting purposes. Uses medium equipment and machinery, such as vehicles or commercial mowers. Repairs, develops, or installs complex software or management information systems.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization’s mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer’s specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job includes:

- Knowledge of wastewater treatment plant operations, policies, procedures and methods;
- Ability to make and maintain records and reports;
- Ability to supervise the work of subordinates;
- Ability to work rotating shifts; and
- Good mechanical skills.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and five (5) years experience in the operation and maintenance of treatment plants. Must have a valid Florida Driver’s License. Must have a valid Florida Class “B” Commercial Driver’s License. Must possess a Class “A” Operators Certificate (water) as issued by State of Florida.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Climbing
- Distinguish colors
- Walking
- Smelling
- Driving

Environmental Conditions:

- Works inside

WATER TREATMENT PLANT CHIEF OPERATOR

- Works out-of-doors in various weather conditions with: noise, chemicals, electrical energy, and odors
- Works on slippery and uneven surfaces
- Works with vibration

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: WATER PLANT OPERATOR "A"
Department: WTP

Pay Grade: ~~12~~ 5
FLSA Status: Non-Exempt

General Description

This position requires technical work in the operation and maintenance of a Treatment Plant. Work is performed under the general direction of the Chief Operator.

Nature of Work

Essential Functions:

- Assists in the operation of water treatment or water pollution control facilities and maintenance thereof including collecting and analyzing samples, testing and supervising the running of tests.
- Calibrates and makes minor repairs on equipment as needed.
- Calculates and manipulate the chemical treatment of the drinking water to ensure its safety to the customer.
- Analyzes and adjusts individual plant processes including chemical changes and water flow.
- Performs routine and preventive maintenance and repair of equipment, gauges, pumps, etc.
- Maintains proper biological balance processes for quality effluent.
- Monitors all plant systems for problems, reads charts, meters, and gauges. Helps to correct malfunctions. Collects samples and performs routine laboratory analysis.
- Maintains legally accurate plant logs, water analysis records, and other computer data.
- Supervises subordinate trainees and other personnel.
- Assists in the training of personnel.
- Checks records and reports. Drives a vehicle.
- Answers questions from the public.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for data entry. Uses computers for word processing and/or accounting purposes. Uses or repairs small/light equipment, such as power tools. Uses or repairs medium equipment and machinery, such as vehicles or commercial mowers.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the treatment plant operations, policies, procedures and methods;
- Ability to make and maintain records and reports. Ability to organize, establish priorities, supervises technical employees and to assure high quality operations at all times;
- Ability to work rotating shifts;
- Ability to supervise the work of subordinates; and
- Good mechanical skills.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and three (3) years experience in the operation and maintenance of treatment plants. Must possess a State of Florida Class "A" Water Operators Certification. Must have a valid Florida Driver's License with an acceptable driving record.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth Perception
- Distinguish colors
- Walking
- Climbing
- Smelling
- Driving

Environmental Conditions:

- Works inside
- Works out-of-doors in various weather conditions with: noise, dust, fumes, gases, chemicals, solvents, grease or oils, electrical energy, slippery surfaces, uneven surfaces, in or with moving objects and odors
- Works at heights (up to 60 feet)

WATER PLANT OPERATOR "A"

- Works with vibrations

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: WATER PLANT "B" OPERATOR
Department: WTP

Pay Grade: ~~10~~ 4
FLSA Status: Non-Exempt

General Description

This position requires technical work in the operation and maintenance of a Treatment Plant. Work is performed under the general direction of the Operations supervisor.

Nature of Work

Essential Functions:

- Assists in the operation of water treatment or water pollution control facilities and maintenance thereof including collecting and analyzing samples, testing and supervising the running of tests.
- Analyzes and adjusts individual plant processes.
- Performs routine and preventive maintenance and repair of equipment, gauges, pumps, etc.
- Maintains proper biological balance processes for quality effluent.
- Monitors all plant systems for problems, reads charts, meters, and gauges. Helps to correct malfunctions. Collects samples and performs routine laboratory analysis.
- Maintains plant logs, water analysis records, and other computer data.
- Supervises subordinate trainees and other personnel.
- Assists in the training of personnel.
- Checks records and reports. Drives a vehicle.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for data entry. Uses computers for word processing and/or accounting purposes. Uses or repairs small/light equipment, such as power tools. Uses medium equipment and machinery, such as vehicles or commercial mowers.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related

WATER/WASTEWATER PLANT OPERATOR "B"

to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the treatment plant operations, policies, procedures and methods;
- Ability to make and maintain records and reports. Ability to organize, establish priorities, supervises technical employees and to assure high quality operations at all times;
- Ability to work rotating shifts;
- Ability to supervise the work of subordinates; and
- Good mechanical skills.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and three (4) years experience in the operation and maintenance of treatment plants. Must possess a State of Florida Class "B" Water Operators Certification. Must have a valid Florida Driver's License with an acceptable driving record.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth Perception
- Distinguish colors
- Walking
- Climbing
- Smelling
- Driving

Environmental Conditions:

- Works inside
- Works out-of-doors in various weather conditions with: noise, dust, fumes, gases, chemicals, solvents, grease or oils, electrical energy, slippery surfaces, uneven surfaces, in or with moving objects and odors
- Works at heights (up to 60 feet)
- Works with vibrations

WATER/WASTEWATER PLANT OPERATOR "B"

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: WATER PLANT OPERATOR "C"
Department: WTP

Pay Grade: 8 3
FLSA Status: Non-Exempt

General Description

This position requires technical work in the operation and maintenance of a Treatment Plant. Work is performed under the general direction of the WTP Chief Operator.

Nature of Work

Essential Functions:

- Assists in the operation of water treatment or water pollution control facilities and maintenance thereof including taking samples, testing and supervising the running of tests.
- Makes appropriate adjustments to water production to maintain drinking water flow. Calculates chemical treatment of drinking water.
- Performs preventive and routine maintenance and repair of equipment, gauges, building, pumps, etc.
- Monitors charts, gauges, meters, and equipment continuously throughout shift.
- Assists in correcting malfunctions.
- Supervises subordinate trainees and other personnel.
- Assists in the training of personnel.
- Maintains legally accurate records of water quality and other data.
- Drives a vehicle.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses computers for data entry. Uses or repairs heavy or complex machinery, such as HVAC systems, construction equipment, or water plants.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and

procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the treatment plant operations, policies, procedures and methods;
- Ability to make and maintain records and reports. Ability to organize, establish priorities, supervises technical employees and to assure high quality operations at all times;
- Ability to work rotating shifts;
- Ability to supervise the work of subordinates; and
- Good mechanical skills.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and minimum of one (1) year actual experience in a water treatment plant. Must possess a Class "C" water Operators Certificate as issued by the State of Florida. Must have a valid Florida Driver's License with an acceptable driving record.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth Perception
- Distinguish colors
- Walking
- Climbing
- Smelling
- Driving

Environmental Conditions:

- Works inside
- Works out-of-doors in various weather conditions with: noise, chemicals, electrical energy or radiant energy, slippery surfaces, uneven surfaces, and odors
- Works at heights (up to 60 feet)
- Works with vibrations

WATER PLANT OPERATOR "C"

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: Water Treatment Plant Operator Trainee Pay Grade: ~~6-1~~
Department: WTP FLSA Status: Non-Exempt

General Description

Entry-Level work going through a training program in water treatment, leading to certification by the State of Florida as a Certified Water/Wastewater Treatment Plant Operator. Work is performed under the close supervision of an Operations Supervisor and other Certified Operators.

Nature of Work

Essential Functions:

- This is a training position limited to a period of twelve (12) months. Appointments beyond this time can only be made upon the recommendation of the Department Head for a period not exceeding six (6) months.
- On the job training includes learning laboratory procedures, the nature of tools, machines and equipment used in these operations.
- Training duties include: collecting samples, taking measurements, calibrating equipment, recording data, entering data, making assessments of that data, and making process changes as a result of those assessments.
- Cleans and maintains equipment and work area.
- Operates medium and heavy equipment.
- Instruction in the methods and practices in wastewater and water pollution control facilities.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses or repairs small/light equipment, such as power tools. Uses or repairs medium equipment and machinery, such as vehicles or commercial mowers.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and

WATER TREATMENT PLANT OPERATOR TRAINEE

place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer’s specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of tools and their use;
- Ability to read, write and perform mathematical computations;
- Ability and aptitude to learn complicated laboratory procedures;
- Ability to work, learn and progress in a career-type position; and
- Must possess a good physical condition and sound mental alertness.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED). Must have a valid Florida Driver’s License with an acceptable driving record.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Climbing
- Distinguish colors
- Walking
- Smelling
- Driving

Environmental Conditions:

- Works inside
- Works out-of-doors in various weather conditions with: chemicals, solvents, electrical energy, and odors
- Works at heights (up to 60 feet)
- Works in or with moving objects

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

CITY OF LAKE CITY

WASTEWATER TREATMENT PLANT

Position Schedule

ACCOUNT	POSITION	FY 2023 BUDGET	FY 2024 BUDGET
410.74.536	DIRECTOR OF WWTP	1	1
	WWTP CHIEF OPERATOR	1	1
	WWTP LEAD OPERATOR	1	1
	WWTP OPERATOR A, B, C & TRAINEE	7	7
	WWTP MAINTENANCE SUPERVISOR	1	1
	WWTP MAINTENANCE TECHNICIAN I/III	2	2
	TOTAL	13	13

City of Lake City, FL

Classification Description

Classification Title: DIRECTOR OF WASTEWATER TREATMENT PLANT

Department: WWTP

GRADE: 19

FLSA Status: Exempt

General Description

This is a responsible technical supervisory position involving the administration and coordination of the operations associated with the economic and efficient operation of the wastewater treatment plant and the construction and maintenance of all WWTP equipment and facilities. Work is performed under the administrative direction of the Assistant City Manager - Utilities and Public Works.

Nature of Work

Essential Functions:

- Plans, directs, coordinates, and controls all aspects of the operation of the wastewater treatment plant and industrial pretreatment program; supervises the work of all employees engaged in the operation, maintenance and mechanical repair of the plant equipment and facilities, including skilled mechanical repair of plant equipment, facilities, electrical, and instrumental work; supervises laboratory staff who are engaged in the numerous routine tests, including the operation of all laboratory equipment and facilities.
- Develops implements and administers an ongoing aggressive system for preventative maintenance; inspects operations frequently to assure all equipment is operating at top efficiency; assures proper maintenance and servicing is performed on all machinery and processing system equipment; executes an annual wastewater system maintenance program; ensures proper records of maintenance, preventative maintenance and equipment manuals etc.
- Drafts pretreatment orders and compliance schedules to assure industrial customers adhere to program requirements, identify and select new industrial firms that need to be brought under the pretreatment program.
- Oversees the management and administration of all industrial programs, the interpretation of pretreatment regulations and ordinances, and determines the compliance status of each industry.
- Follows established safety procedures, utilizes safety equipment, and monitors work environment to ensure safety of employees and other individuals
- Environmental sampling and/or assessment, investigation of alleged environmental violations, emergency response, disaster response, etc., with other divisions, departments and/or agencies.

WASTEWATER TREATMENT PLANT DIRECTOR

- Improves and creates value in the treatment plant through the efficient and effective use of chemicals and energy; and overall appearance and functionality of facilities.
- Reviews and approves purchase requisitions for materials and equipment; develops bid specifications, evaluates bids, prepares and manages departmental budget, including the Capital Improvement Budget (CIP Plan) for long range goals; assists in evaluating wastewater fees.
- Coordinates and controls the daily operations of the laboratory service units ongoing wastewater quality testing program that supports wastewater treatment processes; reviews, monitors and approves "Daily Monitoring Reports" to attest to the accuracy and currency of test data and observes consequence data trend concurrent with process changes made by the treatment plant operator.
- Monitors and maintains legal and permitting requirements related to assigned area. Performs department planning; allocates responsibilities to resource components; monitors and coordinates activities.
- Plan, schedules, coordinates and supervises work activities of WWTP operators and maintenance personnel. Directs work activities of supervisors.
- Evaluates assigned personnel, initiates personnel actions.
- Formulates and implements practices, rules, techniques, and procedures to improve operational efficiency; establishes policies for assigned area.
- Prepares annual budget; provides time, materials and cost estimates; submits requisitions for equipment and materials.
- Ensures personnel are trained in the safe and efficient operation of assigned equipment, vehicles, machinery and tools.
- Compiles reports; maintains responsibility for record keeping and reporting functions.
- Responds to inquiries from the public. Receives request for information and complaints related to assigned area; investigates and resolves problems or refers to appropriate source.
- Consults with other City departments or divisions to coordinate work activities as needed.
- Ensures proper repair and maintenance of assigned equipment.
- Develops, implements and reviews construction and maintenance activities and work progress.
- Coordinates between maintenance and operations.
- Keeps inventory of chemical usages and dosages.
- Conducts comprehensive analysis of all treatment processes. Interprets laboratory data as needed.
- Inspects mechanical failures and schedules work orders.
- Conducts tours and inspections of plant.

- Performs grounds maintenance.
- Ensures safe operating conditions.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for word processing and/or accounting purposes. Uses or repairs small/light equipment, such as power tools. Operates a variety of machinery, equipment and tools associated with department projects.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the occupational hazards to worker's health and individual safety involved in the wastewater treatment plant;
- Knowledge of remote telemetry systems as they apply to plant operations;
- Ability to apply these rules and knowledge to assure precautionary measures are in place and adhered to;
- Ability to interpret laboratory data as it relates to various chemical processes and be capable of implementing changes in feed systems to optimize treatment;
- Ability to organize, establish priorities, supervise technical employees and to assure high quality operations at all times;
- Ability to develop sound record keeping procedures and to prepare accurate records;
- Ability to understand complex directions and to follow moderately complex prints and sketches;
- Ability to prepare written reports and to be able to present them orally and professionally; and
- Ability to communicate effectively in writing and orally.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and five (5) years two (2) of which should be supervisory experience in the operation and maintenance of mechanical, electrical, chemical feed systems and process control of a modern wastewater treatment plant. Must possess a minimum State of Florida Class "B" Wastewater Treatment Plant Operators Certification. Must possess and maintain a valid Florida Class "B" Commercial Driver's License (CDL)

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth Perception
- Distinguish colors
- Walking
- Standing
- Bending
- Smelling
- Tasting
- Driving

Environmental Conditions:

- Works inside and outside
- Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, pollen, odors, chlorine gas, methane gas, wetness, humidity, rain, temperature and noise extremes, fumes, hazardous materials, machinery, vibrations, electric currents, toxic agents, disease or pathogenic substances.
- Works at heights (up to 60 feet)
- Works in poor lighting
- Works with vibrations

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: WASTEWATER TREATMENT PLANT CHIEF OPERATOR

Pay Grade: 13

Department: WWTP

FLSA Status: Exempt

General Description

This is a responsible technical and supervisory position involving the administration of daily operations of the wastewater treatment plant and laboratory. Work is performed under the general direction of the Wastewater Plant Superintendent.

Nature of Work

Essential Functions:

- Schedules, coordinates and supervises work activities of treatment plant personnel. Provides technical support and guidance in their work activities.
- Ensures safe, effective operation of plant facilities in accordance with F.A.C. 17-602
- Conducts frequent and periodic inspections of plant to detect malfunctions, initiates corrective actions.
- Manages bio-solids and plant laboratory.
- Ensures maintenance of accurate and complete records on plant operation and laboratory data.
- Participates in new worker orientation; provides training and instruction to subordinates.
- Establishes work and maintenance schedules, ensures that building, grounds, and equipment are maintained in proper condition.
- Assists in formulating and implementing practice rules, techniques, and procedures.
- Provides information for preparation of annual budget.
- Purchases supplies and equipment for the plant.
- Controls chemical and mechanical supplies; ensures safe use of all treatment related supplies.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

WASTEWATER TREATMENT PLANT CHIEF OPERATOR

Equipment: Use small office equipment, including copy machines or multi-line telephone systems. Use computers for word processing and/or accounting purposes. Use medium equipment and machinery such as vehicles or commercial mowers. Repairs, develops, or installs complex software or management information systems.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job includes:

- Knowledge of wastewater treatment plant operations, policies, procedures and methods;
- Ability to make and maintain records and reports;
- Ability to supervise the work of subordinates;
- Ability to work rotating shifts; and
- Good mechanical skills.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and five (5) years experience in the operation and maintenance of treatment plants. Applicant must possess a valid Florida Class "B" Commercial Driver's License and Class "B" Operators Certificate (Wastewater) as issued by State of Florida.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Climbing
- Distinguish colors
- Walking
- Smelling
- Driving

Environmental Conditions:

- Works inside
- Works out-of-doors in various weather conditions with: noise, chemicals, electrical energy, and odors
- Works on slippery and uneven surfaces
- Works with vibrations

WASTEWATER TREATMENT PLANT CHIEF OPERATOR

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: WASTEWATER PLANT LEAD OPERATOR
Department: WASTEWATER

Pay Grade: ~~11~~-6
FSA Status: Non-Exempt

General Description

This is a responsible technical and supervisory position involving the administration of daily operations of the wastewater treatment plant and laboratory. Work is performed under the general direction of the WWTP Chief Operator.

Nature of Work

Essential Functions:

- Assists coordinates and supervises, in the operation of wastewater treatment or water pollution control facilities including collecting and analyzing samples, testing and supervising the running of tests.
- Analyzes and adjusts individual plant processes.
- Conducts frequent and periodic inspections of plant to detect malfunctions, initiates corrective actions.
- Maintains proper biological balance processes for quality effluent.
- Monitors all plant systems for problems, reads charts, meters, and gauges. Helps to correct malfunctions. Collects samples and performs routine laboratory analysis.
- Maintains plant logs, water analysis records, and other computer data.
- Supervises subordinate trainees and operators.
- Assists in the training of personnel.
- Checks records and reports. Drives a vehicle.
- Controls chemical and mechanical supplies; ensures safe use of all treatment related supplies.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for data entry. Uses computers for word processing and/or accounting

purposes. Uses or repairs small/light equipment, such as power tools. Uses or repairs medium equipment and machinery, such as vehicles or commercial mowers.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the treatment plant operations, policies, procedures and methods;
- Ability to make and maintain records and reports. Ability to organize, establish priorities, supervises technical employees and to assure high quality operations at all times;
- Ability to work rotating shifts;
- Ability to supervise the work of subordinates; and
- Good mechanical skills.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and three (3) years experience in the operation and maintenance of treatment plants. Must possess a State of Florida Class "B Wastewater Operators Certification. Must have a valid Florida Driver's License with an acceptable driving record.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth Perception
- Distinguish colors
- Walking
- Climbing
- Smelling
- Driving

Environmental Conditions:

- Works inside
- Works out-of-doors in various weather conditions with: noise, dust, fumes, gases, chemicals, solvents, grease or oils, electrical energy, slippery surfaces, uneven surfaces, in or with moving objects and odors
- Works at heights (up to 60 feet)

WASTEWATER LEAD OPERATOR

- Works with vibrations

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job change. By signing below I am indicating I have read and concur with the above description of my job.

City of Lake City, FL

Classification Description

Classification Title: WASTEWATER PLANT OPERATOR "A"
Department: WWTP

Pay Grade: ~~11-5~~
FSA Status: Non-Exempt

General Description

This position requires technical work in the operation and maintenance of a Treatment Plant. Work is performed under the general direction of the WWTP Superintendent.

Nature of Work

Essential Functions:

- Assists in the operation of water treatment or water pollution control facilities and maintenance thereof including collecting and analyzing samples, testing and supervising the running of tests.
- Analyzes and adjusts individual plant processes.
- Performs routine and preventive maintenance and repair of equipment, gauges, pumps, etc.
- Maintains proper biological balance processes for quality effluent.
- Monitors all plant systems for problems, reads charts, meters, and gauges. Helps to correct malfunctions. Collects samples and performs routine laboratory analysis.
- Maintains plant logs, water analysis records, and other computer data.
- Supervises subordinate trainees and other personnel.
- Assists in the training of personnel.
- Checks records and reports. Drives a vehicle.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for data entry. Uses computers for word processing and/or accounting purposes. Uses or repairs small/light equipment, such as power tools. Uses or repairs medium equipment and machinery, such as vehicles or commercial mowers.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related

WATER/WASTEWATER PLANT OPERATOR "A"

to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the treatment plant operations, policies, procedures and methods;
- Ability to make and maintain records and reports. Ability to organize, establish priorities, supervises technical employees and to assure high quality operations at all times;
- Ability to work rotating shifts;
- Ability to supervise the work of subordinates; and
- Good mechanical skills.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and three (3) years experience in the operation and maintenance of treatment plants. Must possess a State of Florida Class "A Water Operators Certification. Must have a valid Florida Driver's License with an acceptable driving record.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth Perception
- Distinguish colors
- Walking
- Climbing
- Smelling
- Driving

Environmental Conditions:

- Works inside
- Works out-of-doors in various weather conditions with: noise, dust, fumes, gases, chemicals, solvents, grease or oils, electrical energy, slippery surfaces, uneven surfaces, in or with moving objects and odors
- Works at heights (up to 60 feet)
- Works with vibrations

WATER/WASTEWATER PLANT OPERATOR "A"

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: WASTEWATER PLANT OPERATOR "B"
Department: WATER DISTRIBUTION

Pay Grade: 9 4
FLSA Status: Non-Exempt

General Description

This position requires technical work in the operation and maintenance of a Treatment Plant. Work is performed under the general direction of the WWTP Superintendent.

Nature of Work

Essential Functions:

- Assists in the operation of water treatment or water pollution control facilities and maintenance thereof including collecting and analyzing samples, testing and supervising the running of tests.
- Analyzes and adjusts individual plant processes.
- Performs routine and preventive maintenance and repair of equipment, gauges, pumps, etc.
- Maintains proper biological balance processes for quality effluent.
- Monitors all plant systems for problems, reads charts, meters, and gauges. Helps to correct malfunctions. Collects samples and performs routine laboratory analysis.
- Maintains plant logs, water analysis records, and other computer data.
- Supervises subordinate trainees and other personnel.
- Assists in the training of personnel.
- Checks records and reports. Drives a vehicle.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for data entry. Uses computers for word processing and/or accounting purposes. Uses or repairs small/light equipment, such as power tools. Uses or repairs medium equipment and machinery, such as vehicles or commercial mowers.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related

WATER/WASTEWATER PLANT OPERATOR "B"

to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the treatment plant operations, policies, procedures and methods;
- Ability to make and maintain records and reports. Ability to organize, establish priorities, supervises technical employees and to assure high quality operations at all times;
- Ability to work rotating shifts;
- Ability to supervise the work of subordinates; and
- Good mechanical skills.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and three (3) years experience in the operation and maintenance of treatment plants. Must possess a State of Florida Class "B" Water Operators Certification. Must have a valid Florida Driver's License with an acceptable driving record.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth Perception
- Distinguish colors
- Walking
- Climbing
- Smelling
- Driving

Environmental Conditions:

- Works inside
- Works out-of-doors in various weather conditions with: noise, dust, fumes, gases, chemicals, solvents, grease or oils, electrical energy, slippery surfaces, uneven surfaces, in or with moving objects and odors
- Works at heights (up to 60 feet)
- Works with vibrations

WATER/WASTEWATER PLANT OPERATOR "B"

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: WASTEWATER TREATMENT PLANT OPERATOR "C"

Department: WWTP

Pay Grade: 8-3

FLSA Status: Non-Exempt

General Description

This position requires technical work in the operation and maintenance of the Wastewater Treatment Plant. Work is performed under the general direction of the Operations Supervisor.

Nature of Work

Essential Functions:

- Assists in the operation of wastewater treatment or water pollution control facilities and maintenance thereof including taking samples, testing and supervising the running of tests.
- Collects and runs tests on samples.
- Ensures equipment is cleaned routinely, including: strainer, clarifiers, cleaning belt press, globe, drain compressor, and bar-screen.
- Performs preventive and routine maintenance and repair of equipment, gauges, building, pumps, etc.
- Monitors charts, gauges, meters, and equipment continuously throughout shift.
- Assists in correcting malfunctions.
- Supervises subordinate trainees and other personnel.
- Assists in the training of personnel.
- Maintains legally accurate records of water quality and other data.
- Drives a vehicle.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses computers for data entry. Uses or repairs medium equipment and machinery, such as vehicles or

commercial mowers.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the treatment plant operations, policies, procedures and methods;
- Ability to make and maintain records and reports. Ability to organize, establish priorities, supervises technical employees and to assure high quality operations at all times;
- Ability to work rotating shifts;
- Ability to supervise the work of subordinates; and
- Good mechanical skills.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and minimum of one (1) year actual experience in a wastewater treatment plant. Must possess a Class "C" Waste Water Operators Certificate as issued by the State of Florida. Must have a valid Florida Driver's License with an acceptable driving record.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth Perception
- Distinguish colors
- Walking
- Climbing
- Smelling
- Driving

Environmental Conditions:

- Works inside
- Works out-of-doors in various weather conditions with: noise, chemicals, electrical energy or radiant energy, slippery surfaces, uneven surfaces, and odors
- Works at heights (up to 60 feet)
- Works with vibrations

WASTEWATER PLANT OPERATOR "C"

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: Waste Water Treatment Plant Operator Trainee Pay Grade: ~~2-1~~
Department: WWTP FLSA Status: Non-Exempt

General Description

Entry-Level work going through a training program in wastewater treatment, or water pollution control facilities, leading to certification by the State of Florida as a Certified Water/Wastewater Treatment Plant Operator. Work is performed under the close supervision of an Operations Supervisor and other Certified Operators.

Nature of Work

Essential Functions:

- This is a training position limited to a period of twelve (12) months. Appointments beyond this time can only be made upon the recommendation of the Department Head for a period not exceeding six (6) months.
- On the job training includes learning laboratory procedures, the nature of tools, machines and equipment used in these operations.
- Training duties include: collecting samples, taking measurements, calibrating equipment, recording data, entering data, making assessments of that data, and making process changes as a result of those assessments.
- Cleans and maintains equipment and work area.
- Operates medium and heavy equipment.
- Instruction in the methods and practices in wastewater and water pollution control facilities.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses or repairs small/light equipment, such as power tools. Uses or repairs medium equipment and machinery, such as vehicles or commercial mowers.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the

WASTEWATER TREATMENT PLANT OPERATOR TRAINEE

organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of tools and their use;
- Ability to read, write and perform mathematical computations;
- Ability and aptitude to learn complicated laboratory procedures;
- Ability to work, learn and progress in a career-type position; and
- Must possess a good physical condition and sound mental alertness.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED). Must have a valid Florida Driver's License with an acceptable driving record.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Climbing
- Distinguish colors
- Walking
- Smelling
- Driving

Environmental Conditions:

- Works inside
- Works out-of-doors in various weather conditions with: chemicals, solvents, electrical energy, and odors
- Works at heights (up to 60 feet)
- Works in or with moving objects

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: Wastewater Maintenance Supervisor

Pay Grade: ~~12~~-5+

Department: Wastewater

FLSA Status: Exempt

General Description

This is supervisory work responsible for continuous, twenty-four hour operation an efficient process control of the wastewater treatment plants and Sprayfield/Wetlands as necessary. Work is performed under the general direction of the Wastewater Director.

Nature of Work

Essential Functions:

- Supervises employees, inspects treatment Plants and Wetlands/Sprayfield equipment.
- Prepares operational and other written and verbal reports.
- Prepares work schedules. Evaluates work performed by employees.
- Coordinates between maintenance and operations.
- Supervises plant maintenance and equipment repair.
- Keeps inventory of equipment and maintenance schedules.
- Acquires quotes and/or estimates for budgetary purposes or needed repairs.
- Evaluates mechanical failures and schedules work orders.
- Conducts employee safety and other training.
- Supervises and schedules grounds maintenance.
- Ensures safe operating conditions.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for word processing and/or accounting purposes. Supervises the use and

repair of heavy equipment and plant equipment.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the occupational hazards to worker's health and individual safety involved in the wastewater treatment plants and Sprayfield/wetlands.
- Ability to apply these rules and knowledge to assure precautionary measures are in place and adhered to;
- Ability to diagnose equipment failures or malfunctions and assign appropriate individual to perform the repairs;
- Ability to organize, establish priorities, supervise technical employees and to assure high quality operations at all times;
- Ability to develop sound record keeping procedures and to prepare accurate records;
- Ability to understand complex directions and to follow moderately complex prints and sketches;
- Ability to prepare written reports and to be able to present them orally and professionally; and
- Ability to communicate effectively in writing and orally.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and five (5) years of experience in the operation and maintenance of mechanical, electrical, chemical feed systems and process control of a modern, wastewater treatment plant. Must have a valid Florida Class "B" Commercial Driver's License (CDL).

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth Perception
- Distinguish colors
- Walking
- Standing
- Bending
- Smelling
- Tasting
- Driving

Environmental Conditions:

- Works inside
- Works out-of-doors in various weather conditions with: noise, dust, fumes, gases, chemicals, solvents, grease or oils, electrical energy, slippery surfaces, uneven surfaces, in or with moving objects and odors
- Works at heights (up to 60 feet)
- Works in poor lighting
- Works with vibrations

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job change. By signing below I am indicating I have read and concur with the above description of my job.

Print Name: _____

Signature: _____

Date: _____

City of Lake City, FL

Classification Description

Classification Title: WASTEWATER MAINTENANCE TECHNICIAN I
Department: Waste Water

Pay Grade: ~~6~~-1
FLSA Status: Non-Exempt

General Description

This position is entry level into the Wastewater Treatment Facilities. Employee must possess a basic understanding of standard mechanical maintenance procedures. Work is performed under the general direction of the Sprayfield Superintendent.

Nature of Work

Essential Functions:

- Assist in such activities as mechanical maintenance and/or installation of equipment and their respective components.
- Must learn to operate all motorized equipment incidental to the treatment process (pumps, motors, degritter, aqua guard, air compressors etc.) in a safe and efficient manner.
- Must learn to locate existing in plant piping system and respective components (i.e. valves, service laterals, manholes, sewer cleanouts, etc.).
- Assist in the inspection, repair, or otherwise replacement of equipment within the treatment facilities.
- Respond to emergency call-outs which result in making the necessary repairs to any section of the treatment facilities or its respective components.
- Transports equipment, supplies, tools, and other materials as needed to and from job sites.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriately groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of how to read a tape measure.
- Knowledge of wrench sizes and how to operate basic hand tools and power tools

Minimum Qualifications: High school graduation or possession of an acceptable equivalency diploma. Must obtain a valid Florida Class “B” Commercial Driver’s License in 6 months and have basic knowledge of installation, maintenance, and repair of wastewater treatment facilities.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, Walking, Standing, Bending
- Tasting, Smelling

Environmental Conditions:

- Works inside/outside in various weather conditions such as but not limited to: noise, chemicals, dust, fumes, gases, solvents, grease or oils, slippery surfaces, uneven surfaces, electrical energy, and odors
- Works in roadways where vehicle traffic hazards exist and often utilities are placed
- Because of the exposure to raw sewage, a series of Hepatitis shots must be completed
- Works below ground level where trench boxes may be required /Confined spaces

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name: _____

Signature: _____

Date: _____

City of Lake City, FL

Classification Description

Classification Title: WASTEWATER MAINTENANCE TECHNICIAN III Pay Grade: 8 3
Department: Waste Water FLSA Status: Non-Exempt

General Description

This position must possess a technical understanding of City's wastewater treatment system. Work is performed under the general direction of the Wastewater Director.

Nature of Work

Essential Functions:

- Assists in the training of employees within the department on all motorized equipment incidental to the treatment process (pumps, motors, degritter, aqua guard, air compressors etc.) in a safe and efficient manner.
- Participates as well as oversees in such activities as maintenance and/or installation of equipment and their respective components.
- Assigns and schedules the installation, maintenance, repair, or replacement of all respective components of the City's wastewater facilities.
- Assists in the training of employees on the locating of existing in plant piping system and respective components (i.e. valves, service laterals, manholes, sewer cleanouts, etc.).
- Directs the inspection, repair, or otherwise replacement of equipment within the treatment facilities.
- Follows up on all emergency call-outs which resulted in making the necessary repairs to any section of the treatment facilities or its respective components.
- Transports equipment requiring advanced training or special licenses as needed to and from job sites.
- Must meet all requirements for Maintenance Tech II

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies,

be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the D.E.P. regulations for the operation, maintenance, and repair of wastewater treatment facilities and respective components;
- Knowledge of methods, materials, equipment, and techniques used for the maintenance of existing wastewater treatment facilities as well as future extensions for D.E.P. compliance;
- Skill in the use of, operation of, and assist in training of all standard mechanical tools/power tools/heavy equipment and
- Ability to establish and maintain satisfactory relationships with the general public.

Minimum Qualifications: High school graduation or possession of an acceptable equivalency diploma, 5 years experience of the installation, maintenance, and repair of wastewater treatment facilities. Must possess a valid Florida Class "B" Commercial Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, Walking, Standing, Bending
- Tasting, Smelling

Environmental Conditions:

- Works inside/outside in various weather conditions such as but not limited to: noise, chemicals, dust, fumes, gases, solvents, grease or oils, slippery surfaces, uneven surfaces, electrical energy, and odors
- Works in roadways where vehicle traffic hazards exist and often utilities are placed
- Because of the exposure to raw sewage, a series of Hepatitis shots must be completed
- Works below ground level where trench boxes may be required /Confined spaces

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job change. By signing below I am indicating I have read and concur with the above description of my job.

Print Name: _____

Signature: _____

Date: _____

CITY OF LAKE CITY

SPRAYFIELD

Position Schedule

ACCOUNT	POSITION	FY 2023 BUDGET	FY 2024 BUDGET
410.76.536	SPRAYFIELD SUPERINTENDENT	1	1
	SPRAYFIELD TECHNICIAN I/II	4	4
	TOTAL	5	5

City of Lake City, FL

Classification Description

Classification Title: SPRAYFIELD SUPERINTENDENT
Department: WATER/SEWER

Pay Grade: 7
FLSA Status: Non-Exempt

General Description

Supervisory work responsible for the irrigation, haying operations and operation of the day-to-day compliance within the terms of the operating permits.

Nature of Work

Essential Functions:

- Prepares operational procedures. Prepares written and oral reports.
- Oversees the haying operations. Oversees the planting of crops.
- Prepares work schedules. Coordinates between maintenance and operations.
- Operates equipment in the haying activities.
- Orders and receives supplies and equipment.
- Evaluates work performed by employees.
- Prepares and implements environmental policies and procedures relating to permits.
- Inspects and maintains the irrigation system.
- Insures safe operating conditions.
- Prepares and discusses expansion plans.
- Maintains site security for hazardous waste.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of occupational hazards to worker’s health and individual safety involved in the spray field operations.
- Knowledge of remote telemetry systems as they apply to plant operations.
- Knowledge of effluent irrigation site operation and maintenance, irrigation and pumping systems and forage cover management.
- Knowledge of federal, state and municipal rules, laws, regulations, statutes and ordinances governing disposal.
- Ability to organize, establish priorities, to supervise technical employees and to assure high quality operations at all times.
- Ability to develop sound record keeping procedures, computer logging and to prepare accurate records.
- Ability to understand directions.
- Ability to prepare written reports and to be able to present them orally and professionally.
- Ability to communicate effectively in writing and orally.
- Ability to operate medium and heavy equipment.

Education and Experience:

Must be a high school graduate or possess a General Education Diploma (GED) and two (2) years experience in signs and marking field.

(A comparable amount of training, education or experience can be substituted for the minimum qualifications.)

Licenses, Certifications or Registrations:

Must have a CDL “B” License
Must possess a valid Florida Driver’s License

Essential Physical Skills:

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Heavy (45 pounds and over) lifting and carrying
- Ability to communicate both orally and in writing
- Depth perception
- Distinguish colors
- Walking, Standing
- Bending
- Smelling, Tasting
- Driving
- Equipment operation

Environmental Conditions:

- Works inside
- Works outside in various weather conditions with: dust, fumes, gases, chemicals, solvents, uneven surfaces
- In or with moving objects
- Vibrations

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job change. By signing below I am indicating I have read and concur with the above description of my job.

City of Lake City, FL

Classification Description

Classification Title: SPRAYFILED TECHNICIAN I
Department: Waste Water

Pay Grade: ~~6~~-1
FLSA Status: Non-Exempt

General Description

This position performs highly skilled work related to City's collections system. Work is performed under the general direction of the Sprayfield Superintendent or Sprayfield Tech III.

Nature of Work

Essential Functions:

- Operates motorized and heavy equipment incidental to completing assignments (trucks, back- hoes, street saws, compactors, generators, valve exercisers, tapping machine, etc. in a safe and efficient manner.
- Participates in such activities as digging trenches for installation, maintenance, repair or replacement of all City owned collections system and their respective components.
- Performs inspections, cleaning and repairs of lift stations.
- Performs the installation, operation, maintenance, repair, or replacement of all respective components of the city's collections system.
- Performs the locating of existing collections system and respective components (i.e. mains, service laterals, manholes, sewer cleanouts, etc.).
- Inspects, repairs, or otherwise replace manholes within collections system.
- Conducts sewer tap.
- Responds to emergency call-outs in order to make the necessary repairs to any section of the collections system or it's respective components (i.e. mains, service laterals, manholes, sewer cleanouts, etc.).
- Transports supplies, tools, and other materials as needed to and from job sites.
- May perform concrete finishing duties.
- Assists in lawn maintenance at lift stations & maintenance facility.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses or repairs small/light equipment, such as power tools. Uses or repairs heavy or complex machinery and construction equipment.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the operation, maintenance, and repair of collections system and respective components;
- Knowledge of methods, materials, equipment, and techniques used for the maintenance of existing collections system as well as future extensions;
- Skill to use and operate all standard mechanical tools/power tools/heavy equipment (i.e. street saw, tapping machines, locators, back-hoes, excavators etc.); and
- Ability to establish and maintain satisfactory relationships with the general public.

Minimum Qualifications: High school graduation or possession of an acceptable equivalency diploma. Must obtain a valid Florida Class "B" Commercial Driver's License in 6 months. Must have the ability to obtain a Class "C" Waste Water Collections Certification within (2) years of employment.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, Walking, Standing, Bending
- Tasting, Smelling

Environmental Conditions:

- Works inside/outside in various weather conditions such as but not limited to: noise, chemicals, dust, fumes, gases, solvents, grease or oils, slippery surfaces, uneven surfaces, electrical energy, and odors
- Works in roadways where vehicle traffic hazards exist and often utilities are placed
- Because of the exposure to raw sewage, a series of Hepatitis shots must be completed
- Works below ground level where trench boxes may be required /Confined spaces

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: SPRAYFIELD TECHNICIAN II
Department: WasteWater

Pay Grade: 7-2
FLSA Status: Non-Exempt

General Description

This position performs skilled work related to City's collections system. Work is performed under the general direction of the Sprayfield Superintendent or Sprayfield Tech III.

Nature of Work

Essential Functions:

- Operates motorized and heavy equipment incidental to completing assignments (trucks, back- hoes, street saws, compactors, generators, valve exercisers, tapping machine, etc. in a safe and efficient manner.
- Installs, troubleshoots and repairs electrical control panels that contain relays, breakers, motor starters, VFD's, and PLC's.
- Operates and maintain SCADA system including RTU's, radios, and base computer.
- Participates in such activities as digging trenches for installation, maintenance, repair or replacement of all City owned collections system and their respective components.
- Performs inspections and repairs on lift stations.
- Performs the installation, maintenance, repair, or replacement of all respective components of the city's collections system.
- Performs the locating of existing collections system and respective components (i.e. mains, service laterals, manholes, sewer cleanouts, etc.).
- Inspects, repairs, or otherwise replace manholes within collections system.
- Performs repairs on service trucks, heavy equipment, VAC-CON truck and other equipment.
- Responds to emergency call-outs in order to make the necessary repairs to any section of the collections system or its respective components (i.e. mains, service laterals, manholes, sewer cleanouts, etc.).
- Transports supplies, tools, and other materials as needed to and from job sites.
- Verifies record drawings (i.e. as built) for accuracy, manhole placement, flow volumes, etc. on new development to make sure they are operational.

- Plans and assists Collections Technician I with assignments, provides effective leadership, and direction.
- Assists with the coordination of all work assignments, Purchase Requisitions, Time Sheets, Ordering of Supplies, etc.
- Possesses and applies the necessary technical knowledge and leadership skills required for the progression of becoming a Team Leader.
- Meet all requirements for Collections Tech I

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses or repairs small/light equipment, such as power tools. Uses or repairs heavy or complex machinery, and construction equipment.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the operation, maintenance, and repair of collections system and respective components;
- Knowledge of methods, materials, equipment, and techniques used for the maintenance of existing collections system as well as future extensions;
- Skill to use and operate all standard mechanical tools/power tools/heavy equipment (i.e. street saw, tapping machines, locators, back-hoes, excavators etc.); and
- Ability to establish and maintain satisfactory relationships with the general public.

Minimum Qualifications: High school graduation or possession of an acceptable equivalency diploma, supplemented by a course in pipe installation or related field. Two (2) years experience in the installation, maintenance, and repair collections system. Must possess a valid Florida Class "B" Commercial Driver's License. Must obtain a Class "B" Waste Water Collections Certification within (3) years. Obtain Level I MOT within (1) year.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing
- Heavy (60 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, Walking, Standing, Bending
- Tasting, Smelling

Environmental Conditions:

- Works inside/outside in various weather conditions such as but not limited to: noise, chemicals, dust, fumes, gases, solvents, grease or oils, slippery surfaces, uneven surfaces, electrical energy, and odors
- Works in roadways where vehicle traffic hazards exist and often utilities are placed
- Because of the exposure to raw sewage, a series of Hepatitis shots must be completed
- Works below ground level where trench boxes may be required /Confined spaces

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

CITY OF LAKE CITY

WATER DISTRIBUTION & COLLECTIONS

Position Schedule

ACCOUNT	POSITION	FY 2023 BUDGET	FY 2024 BUDGET
410.78.536			
	ADMINISTRATIVE ASSISTANT	1	1
	CCTV SEWER CAMERA OPERATOR/ CREW LEADER	1	1
	DIRECTOR DISTRIBUTION & COLLECTION	1	1
	DISTRIBUTION & COLLECTION CREW LEADER	6	5
	DISTRIBUTION & COLLECTION SUPERINTENDENT	1	2
	DISTRIBUTION & COLLECTION TECHNICIAN I , II, & III	23	23
	UTILITIES LOCATE TECHNICIAN	1	1
	WATER & WASTEWATER INSPECTOR	1	1
	TOTAL	35	35

City of Lake City, FL

Classification Description

Classification Title: ADMINISTRATIVE ASSISTANT
Department: VARIOUS

Pay Grade: -6 **1**
FLSA Status: Non-Exempt

General Description

This is a highly responsible administrative work in assisting supervisors in the performance of managerial duties.

Nature of Work

Essential Functions:

- Prepares time sheets, compiles, calculates, and tracks project hours. Prepares and processes payroll and invoices for the department.
- Prepares documents, composes letters, and maintains office files, reports and technical information. Types correspondence for director and all supervisors.
- Processes invoices, codes and checks for accuracy, and posts on ledger.
- Assists with training of directors and other key personnel.
- Prepares and coordinates material for publicity, press releases and provides liaison between the City and public daily on various topics.
- Performs research, analysis data, coordinates with City departments on cross-departmental issues affecting the City. Creates and maintains project files and departmental records.
- Maintains appointment calendars and schedules appointments.
- Receives and screens calls and refers calls to other employees. Communicates with citizens and responds to inquiries regarding the operation of the City.
- Coordinates, plans, and participates in special events, awards, activities and programs as to promote and coordinate activities in the City.
- Assists in preparation of the Department's annual budget and monitoring of funds by collecting information, researching specific resources.
- Attends City Council meetings, conferences, committee, and staff meetings to gather information and provide administrative assistance. Takes notes and minutes of meetings and functions as required.
- Orders and maintains office supplies and other departmental materials.

ADMINISTRATIVE ASSISTANT

- Communicates clearly and professionally in person, by telephone and in writing, prepares slides, flip charts and other graphic materials necessary to convey concepts and ideas.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses computers for word processing and/or accounting purposes.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job includes:

- Knowledge of modern business management and the principles and practice of public administration or related field.
- Knowledge of sources of information related to problems of local government;
- Ability to write and produce clear and concise reports, publications, memoranda and letters;
- Ability to develop and maintain effective working relationships with media representatives, and with department personnel;
- Ability to communicate clearly with the general public;
- Ability to work with all levels of city personnel tactfully and courteously;
- Ability to meet multiple deadlines;
- Ability to research and analyze data, situations, and to make recommendations;
- Ability to work with a variety of financial reports and data;
- Ability to interpret and communicate city policies and procedures, and ability to solve problems and be detail oriented;
- Ability to communicate clearly in both verbal and written form; and
- Ability to remain courteous in stressful situations.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and three (3) years of experience involving secretarial/clerical duties including the operation of a personal computer, keyboard, or similar data entry equipment Must possess a valid Florida Operators Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing

- Sitting for extended periods of time

Environmental Conditions:

- Works inside in an office setting

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: CCTV SEWER CAMERA OPERATOR Pay Grade: ~~8~~-4
Department: DISTRIBUTION & COLLECTIONS FLSA Status: Non-Exempt

General Description

This position performs skilled work related to the City's collections system. Work is performed under the general direction of a D&C Collections Crew Leader.

Nature of Work

Essential Functions:

- Takes appropriate video recordings and photographs in accordance with PACP standards,
- Deploys televising equipment and conducts the inspection by directing the movement of the unit through the sewer system and adjusting the camera to diagnose problems.
- Entry of pipe assessment data and other job-related information into tracking software.
- Safely loading, maintaining, and driving vehicles as required to perform sanitary sewer maintenance and pipeline assessment in accordance with city policy.
- Maintains televising equipment in good operating condition by adjusting, cleaning, lubricating, and performing minor repairs.
- Completes all inspection reports and administrative documents including production logs, DPRs, DVIRs, etc., as required.
- Assist in the cleaning of sewer lines as needed.
- Adhere to all of the safety requirements for the position on a site-specific basis.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses or repairs heavy or complex machinery, construction equipment. Supervises employees using or repairing heavy or complex machinery. Uses small office equipment, such as copy machines, and computers.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of

cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the D.E.P. regulations for the operation, maintenance, and repair of collections system and respective components;
- Knowledge of methods, materials, equipment, and techniques used for the maintenance of existing collections system as well as future extensions for D.E.P. compliance;
- Skill in the use of, operation of, and assist in training of all standard mechanical tools/power tools/heavy equipment (i.e. street saw, tapping machines, locators, ditch witch, back-hoes, excavators etc.); and
- Ability to establish and maintain satisfactory relationships with the general public.

Minimum Qualifications: High school graduation or possession of an acceptable equivalency diploma. Must have a valid Florida driver's license. Must obtain a valid Florida Class "B" Commercial Driver's License with a tanker endorsement in one (1) year. Must have the ability to obtain a Class "C" Waste Water Collections Certification within one (1) year. Must possess a NASSCO (PACP, LACP, MACP) certification. Applicants will be required to pass a background check, pre-employment physical and drug screen.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, Walking, Standing, Bending
- Tasting, Smelling

Environmental Conditions:

- Works inside/outside in various weather conditions such as but not limited to: noise, chemicals, dust, fumes, gases, solvents, grease or oils, slippery surfaces, uneven surfaces, electrical energy, and odors
- Works in roadways where vehicle traffic hazards exist and often utilities are placed
- Because of the exposure to raw sewage, a series of Hepatitis shots must be completed
- Works below ground level where trench boxes may be required /Confined spaces

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

CCTV SEWER CAMERA OPERATOR

Print: _____

Signature: _____
Employee

Date: _____

City of Lake City, FL

Classification Description

Classification Title: DIRECTOR OF DISTRIBUTION & COLLECTION
Department: UTILITIES- Distribution and Collections

Pay Grade: 19
FLSA Status: Exempt

General Description

This position is managerial and professional work directing and planning all phases of the Water Distribution, Wastewater Collection, Reuse Water, and Construction Activities.

Nature of Work

Essential Functions:

- Prepares budget and works with approved budget.
- Responsible for all repairs and maintenance of system to include after hours.
- Trains subordinate employees.
- Plans and schedules projects.
- Answers and follows up on citizen complaints.
- Follows the utilities master plan and long term planning.
- Inspects crews and equipment.
- Estimates job costs and time frames.
- Oversees equipment maintenance.
- Procures equipment and supplies for the department.
- Creates and guides implementation of capital improvement plans or programs.
- Creates plans for and guide implementation of major construction projects.
- Reports progress to Utility Manager and City Manager.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

DIRECTOR OF DISTRIBUTION & COLLECTION

Equipment: Uses computers for file processing and/or accounting purposes. Uses or repairs small/light equipment, such as power tools. Uses or repairs heavy or complex machinery, construction equipment. Supervises employees using or repairing heavy or complex machinery. .

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of machines, equipment, tools, and industry recognized practices and principles in management of a water distribution and/or wastewater collection systems and underground utility construction activities;
- Knowledge of utility industry accounting and budgetary procedures, and occupational hazards, safety precautions and related laws, rules, and regulations connected with operation and maintenance of water distribution/wastewater collection systems and utility construction;
- Knowledge of local, state and federal laws and regulations relating to operation of a water distribution and/or wastewater collection systems; and
- Must possess the ability to work effectively with elected officials, charter officers, department heads, representatives of other agencies, other city employees, and the general public.

Minimum Qualifications: Graduation from an accredited four year college or university with major course work in civil, mechanical or sanitary engineering, business administration or related subject highly preferred. Two years of managerial experience in the selected field may be substituted for each year of education. Eight years progressively responsible experience in water distribution system construction, operation and maintenance, wastewater collection system construction, operation and maintenance, including 5 years supervisory experience, or an equivalent combination of training and experience. Must possess a valid State of Florida Class "3" license in Water Distribution or obtain within one year from time of employment.

ESSENTIAL PHYSICAL SKILLS

- Ability to lift more than 40 pounds
- Ability to see and hear
- Ability to perceive smell
- Depth, color, and texture perception
- Ability to communicate orally

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and

DIRECTOR OF DISTRIBUTION & COLLECTION

reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change.
By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Signature

Date

City of Lake City, FL

Classification Description

Classification Title: COLLECTION CREW LEADER
Department: WATER DISTRIBUTION & COLLECTION

Pay Grade: ~~8~~-4
FLSA Status: Non-Exempt

General Description

This position performs skilled work related to the City's collections system. This position serves as the lead technician for the crew. Work is performed under the general direction of a D& C Superintendent.

Nature of Work

Essential Functions:

- Assists in the training of employees within the department on all motorized equipment incidental to completing assignments (trucks, back-hoes, street saws, compactors, generators, valve exercisers, tapping machine, etc. in a safe and efficient manner.
- Participates as well as oversees in such activities as digging trenches for installation, maintenance, repair or replacement of all city owned collections system and their respective components.
- Assigns and schedules the installation, maintenance, repair, or replacement of all respective components of the City's collections system.
- Assists in the training of employees on the locating of existing collections system and respective components (i.e. mains, service laterals, manholes, sewer cleanouts, etc.).
- Directs the inspection, repair, or otherwise replacement of manholes within collections system.
- Follows up on all emergency call-outs which resulted in making the necessary repairs to any section of the collections system or its respective components (i.e. mains, service laterals, manholes, sewer cleanouts, etc.) for continued customer satisfaction.
- Transports equipment requiring advanced training or special licenses as needed to and from job sites.
- Must meet all requirements for Collections Tech II

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related

to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the D.E.P. regulations for the operation, maintenance, and repair of collections system and respective components;
- Knowledge of methods, materials, equipment, and techniques used for the maintenance of existing collections system as well as future extensions for D.E.P. compliance;
- Skill in the use of, operation of, and assist in training of all standard mechanical tools/power tools/heavy equipment (i.e. street saw, tapping machines, locators, ditch witch, back-hoes, excavators etc.); and
- Ability to establish and maintain satisfactory relationships with the general public.

Minimum Qualifications: High school graduation or possession of an acceptable equivalency diploma, Seven (7) years' experience in the installation, maintenance, and repair of collections system. Must possess a valid Florida Class "B" Commercial Driver's License. Must possess a Class "B" Waste Water Collections Certification. Must possess Work Zone Traffic Control Certification. Must obtain Florida Class "A" Commercial Driver's License with in three (3) years.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, Walking, Standing, Bending
- Tasting, Smelling

Environmental Conditions:

- Works inside/outside in various weather conditions such as but not limited to: noise, chemicals, dust, fumes, gases, solvents, grease or oils, slippery surfaces, uneven surfaces, electrical energy, and odors
- Works in roadways where vehicle traffic hazards exist and often utilities are placed
- Because of the exposure to raw sewage, a series of Hepatitis shots must be completed
- Works below ground level where trench boxes may be required /Confined spaces

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print: _____

Signature: _____
Employee

Date: _____

City of Lake City, FL

Classification Description

Classification Title: SUPERINTENDENT OF COLLECTIONS
Department: Distribution and Collections

Pay Grade: 8-7
FLSA Status: Exempt

General Description

This exempt position supervises and coordinates activities of workers engaged in installing, maintaining and repairing Sanitary Sewer gravity lines, force mains, lift stations, manholes and associated equipment in the Collections System. This position supervises and coordinates activities of workers engaged in installing, maintaining and repairing streets, water and sewer lines, drainage systems, road signs, sanitary sewer gravity lines, force mains, lift stations, manholes and associated equipment in the Distribution and Collections System. Work is performed under general direction of the Director of Distribution and Collections.

Nature of Work

ESSENTIAL FUNCTIONS:

- Directs workers in the installation of sewer lines, manholes, and lift stations. Directs workers in the installation of water, Reclaimed Water and sewer lines, manholes, and lift stations.
- Coordinates work orders with construction and maintenance crews.
- Inspects construction of new sewers lines and manholes to ensure conformance with specifications.
- Reviews construction plans for accuracy and correctness of grades and/or any other obstacles.
- Reviews all utility applications as submitted by contractors, realtors, and citizens.
- Authorizes purchase of all pipe and fittings for sewer jobs installed by City personnel. Compiles a bill of materials for sewer projects for the City.
- Assists directors, staff, and citizens in resolving problems and complaints.
- Directs maintenance and construction crews in resolving emergency situations.
- Supervises workers in the installation of sewer lines.
- Coordinates the maintenance and repairs upon equipment used in the installation of sewer lines.
- Inspects construction of new sewers lines and manholes to ensure conformance with specifications.
- Reviews and approves all departmental invoices.
- Maintains an inventory of basic materials list in stock room.
- Compiles information for budget preparation.
- Supervises and ensures scheduled training is completed in ordinance with local, state, and federal rules.
- Reviews payroll time sheets and leave slips for subordinate employees.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: The ability to use computers for word processing and/or accounting purposes. Uses and/or repairs small/light equipment, such as power tools. Uses and/or repairs medium equipment and machinery, such as vehicles or commercial mowers. Uses and/or repairs heavy or complex machinery, construction equipment. Supervises employees using and/or repairing heavy or complex machinery.

SUPERINTENDENT OF DISTRIBUTION AND COLLECTIONS

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriately groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues.

Critical skills/expertise identified for this job include:

- Knowledge of City policies and procedures as defined in the employee handbook;
- Thorough knowledge of City construction operations;
- Ability to interview, hire, and oversee the training of new employees;
- Ability to plan, assign, and direct daily operations; and
- Ability to appraise performance and discipline employees as necessary and address complaints and resolve problems.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and ten (10) years' experience in the installation, repair and maintenance of Sanitary Sewer systems or ten (10) years' experience in the installation, repair and maintenance of water and sewer systems. Supervisory experience or is preferred. Must meet all requirements for Distribution or Collection Crew Leader. A valid Florida Class "A" Commercial Driver's License is required.

Must obtain FWPOCA Class C in Wastewater Collections System and Level I Water Distribution, CDL "A" License and Advanced MOT certification within two years.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate clearly verbally and in writing
- Moderate (15 to 45 pounds) lifting and carrying
- Ability to communicate both orally and in writing
- Walking, Standing
- Bending
- Smelling
- Driving

ENVIRONMENTAL CONDITIONS:

- Works inside in an office setting
- Work may be performed in and/or outside a vehicle
- Works inside/outside in various weather conditions such as but not limited to: noise, chemicals, dust, fumes, gases, solvents, grease or oils, slippery surfaces, uneven surfaces, electrical energy, and odors
- Works in roadways where vehicle traffic hazards exist and often utilities are placed
- Because of the exposure to raw sewage is possible, a series of Hepatitis shots must be completed

SUPERINTENDENT OF DISTRIBUTION AND COLLECTIONS

- Works below ground level where trench boxes may be required /Confined spaces

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: DISTRIBUTION TECHNICIAN I
Department: WATER DISTRIBUTION

Pay Grade: 6 1
FLSA Status: Non-Exempt

General Description

This is skilled work related to the City's potable water and reclaimed water distribution system. Work is performed under the general direction of a Distribution and Collections Superintendent or Distribution Crew Leader.

Nature of Work

Essential Functions:

- Operates motorized and heavy equipment incidental to completing assignments (trucks, back- hoes, street saws, compactors, generators, valve exercisers, tapping machine, etc. in a safe and efficient manner.
- Participates in such activities as digging trenches for installation, maintenance, repair or replacement of all City owned distribution system and their respective components.
- Performs the installation, maintenance, repair, or replacement of all respective components of the City's distribution system.
- Develops water with tapping machine.
- Performs the locating of existing distribution system and respective components (i.e. mains, service laterals, valves, hydrants, meters, etc.).
- Tests water for chlorine.
- Inspects, repairs, or otherwise replaces fire hydrants within distribution system.
- Responds to emergency call-outs after hours, weekends and holidays in order to make the necessary repairs to any section of the distribution system or its respective components (i.e. mains, service laterals, valves, hydrants, meters, etc.).
- Transports supplies, tools, and other materials as needed to and from job sites.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses or repairs heavy or complex machinery, construction equipment, or water plants.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related

DISTRIBUTION TECHNICIAN I

to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the operation, maintenance, and repair of distribution system and respective components;
- Knowledge of methods, materials, equipment, and techniques used for the maintenance of existing distribution system as well as future extensions;
- Skill to use and operate all standard mechanical tools/power tools/heavy equipment (i.e. street saw, tapping machines, locators, back-hoes, excavators etc.); and
- Ability to establish and maintain satisfactory relationships with the general public.

Minimum Qualifications:

Applicant must have a

- High school diploma or approved general education diploma (GED). GED must be issued by the American Council on Education through an approved GED Administrator per requirements of FDEP Operator Certification Program.
- Possess a valid driver's license with the ability of obtaining a Class "B" Commercial driver's license with in one (1) year of employment.
- Must be able to obtain Class "C" Water Distribution Certification with in two (2) years of employment.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, Walking, Standing, Bending
- Tasting, Smelling

Environmental Conditions:

- Works inside/outside in various weather conditions such as but not limited to: noise, chemicals, dust, fumes, gases, solvents, grease or oils, slippery surfaces, uneven surfaces, electrical energy, and odors
- Works in roadways where vehicle traffic hazards exist and often utilities are placed
- Because of the presence of congruent utilities (i.e. sewer) the exposure to raw sewage is possible, a series of Hepatitis shots must be completed
- Works below ground level where trench boxes may be required / Confined spaces

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: DISTRIBUTION TECHNICIAN II
Department: WATER DISTRIBUTION

Pay Grade: 7-2
FLSA Status: Non-Exempt

General Description

This position performs skilled work related to the City's potable water and reclaimed water distribution system. Work is performed under the general direction of a Distribution Crew Leader

Nature of Work

Essential Functions:

- Operates motorized equipment incidental to completing assignments (trucks, back- hoes, street saws, compactors, generators, valve exercisers, tapping machine, etc. in a safe and efficient manner.
- Participates in such activities as digging trenches for installation, maintenance, repair or replacement of all City owned distribution system and their respective components.
- Performs the installation, maintenance, repair, or replacement of all respective components of the City's distribution system.
- Performs the locating of existing distribution system and respective components (i.e. mains, service laterals, valves, hydrants, meters, etc.)
- Inspects, repairs, or otherwise replaces fire hydrants within distribution system.
- Responds to emergency call-outs after hours, weekends and holidays in order to make the necessary repairs to any section of the distribution system or its respective components (i.e. mains, service laterals, valves, hydrants, meters, etc.)
- Transports supplies, tools, and other materials as needed to and from job sites.
- Verifies record drawings (i.e. as builds) for accuracy, check valves, fire hydrants, water services on new development to make sure they are operational.
- Plans and assists Distribution Technician I with assignments, provides effective leadership, and direction.
- Assists with the coordination of all work assignments, Purchase Requisitions, Time Sheets, Ordering of Supplies, etc.
- Possesses and applies the necessary technical knowledge and leadership skills required for the progression of becoming a Crew Leader.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses or repairs heavy or complex machinery, such, construction equipment, or water plants.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization’s mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer’s specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the operation, maintenance, and repair of distribution system and respective components;
- Knowledge of methods, materials, equipment, and techniques used for the maintenance of existing distribution system as well as future extensions;
- Knowledge of the occupational and safety hazards associated with underground utilities;
- Skill to use and operate all standard mechanical tools/power tools/heavy equipment (i.e. street saw, tapping machines, locators, back-hoes, excavators etc.);
- Ability to read and interpret blueprints, maps, diagrams; and
- Ability to establish and maintain satisfactory relationships with the general public.

Minimum Qualifications: High school graduation or possession of an acceptable equivalency diploma. Five (5) years’ experience in the installation, maintenance, and repair distribution system. Must possess a valid Florida Class “B” Commercial Driver’s License. Must possess a Water Distribution Level Three certification. Must obtain a Level II Water Distribution Certification within two (2) years of employment.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, Walking, Standing, Bending
- Tasting, Smelling

Environmental Conditions:

DISTRIBUTION TECHNICIAN II

- Works inside/outside in various weather conditions such as but not limited to: noise, chemicals, dust, fumes, gases, solvents, grease or oils, slippery surfaces, uneven surfaces, electrical energy, and odors
- Works in roadways where vehicle traffic hazards exist and often utilities are placed
- Because of the presence of congruent utilities (i.e. sewer) the exposure to raw sewage is possible, a series of Hepatitis shots must be completed
- In dampened areas Cathodic conditions may also be present
- Works below ground level where trench boxes may be required / Confined spaces

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Signature

Date

Print Name

City of Lake City, FL

Classification Description

Classification Title: DISTRIBUTION TECHNICIAN III
Department: WATER DISTRIBUTION

Pay Grade: ~~8~~-3
FLSA Status: Non-Exempt

General Description

This position performs skilled work related to the City's potable water and reclaimed water distribution system. Work is performed under the general direction of a Distribution Supervisor.

Nature of Work

Essential Functions:

- Assists in the training of employees within the department on all motorized equipment incidental to completing assignments (trucks, back-hoes, street saws, compactors, generators, valve exercisers, tapping machine, etc. in a safe and efficient manner.
- Participates as well as oversees in such activities as digging trenches for installation, maintenance, repair or replacement of all City owned distribution system and their respective components.
- Assigns and schedules the installation, maintenance, repair, or replacement of all respective components of the city's distribution system.
- Assists in the training of employees on the locating of existing distribution system and respective components (i.e. mains, service laterals, valves, fire hydrants, etc.)
- Directs the inspection, repair, or otherwise replacement of distribution mains, service laterals within distribution system.
- Responds to emergency call-outs after hours, weekends and holidays which may result in making the necessary repairs to any section of the distribution system or its respective components (i.e. mains, service laterals, valves fire hydrants, etc.) for continued customer satisfaction. Must be able to work after hours and assist with call outs.
- Transports equipment requiring advanced training or special licenses as needed to and from job sites.
- Must meet all requirements for Distribution Tech II.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses or repairs heavy or complex machinery, construction equipment. Supervises employees using or repairing heavy or complex machinery.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the D.E.P. regulations for the operation, maintenance, and repair of distribution system and respective components;
- Knowledge of methods, materials, equipment, and techniques used for the maintenance of existing distribution system as well as future extensions for compliance with D.E.P.;
- Skill in the use of, operation of, and assist in training of all standard mechanical tools/power tools/heavy equipment (i.e. street saw, tapping machines, locators, ditch witch, back-hoes, excavators etc.); and
- Ability to establish and maintain satisfactory relationships with the general public.

Minimum Qualifications: High school graduation or possession of an acceptable equivalency diploma. Seven (7) years' experience in the installation, maintenance, and repair distribution system. Must possess a valid Florida Class "B" Commercial Driver's License. Must possess a Water Distribution Level Two Certification. Must obtain MOT certification within two (2) years.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, Walking, Standing, Bending
- Tasting, Smelling

Environmental Conditions:

- Works inside/outside in various weather conditions such as but not limited to: noise, chemicals, dust, fumes, gases, solvents, grease or oils, slippery surfaces, uneven surfaces, electrical energy, and odors

DISTRIBUTION TECHNICIAN III

- Works in roadways where vehicle traffic hazards exist and often utilities are placed
- May be subject to after hours call out requiring technical decisions without supervision
- Because of the presence of congruent utilities (i.e. sewer) the exposure to raw sewage is possible, a series of Hepatitis shots must be completed
- In dampened areas Cathodic conditions may also be present
- Works below ground level where trench boxes may be required / Confined spaces

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job change. By signing below I am indicating I have read and concur with the above description of my job.

Signature

Date

Print Name

City of Lake City, FL

Classification Description

Classification Title: UTILITIES LOCATE TECHNICIAN
Department: WATER DISTRIBUTION

Pay Grade: 7 2
FLSA Status: Non-Exempt

General Description

This position locates water mains, Reclaim Water services and meters; sewer lines, services and appurtenances, and sewer taps in a timely manner.

Nature of Work

Essential Functions:

- Provides information to the public and other City employees with regard to the exact location of water mains, services and meters or sewer lines, services and appurtenances.
- Locates water, sewer and reclaimed taps.
- Studies maps of subdivisions and townships to locate job sites.
- Marks the location of the water, reclaimed and sewer lines for other utility operators and excavators who plan to dig in the public right-of-way or easements where city water or sewer facilities are located.
- Works with other agencies or engineers who are planning activities which will affect existing water meters, water or sewer lines, fire hydrants, etc.
- Responsible for checking all record drawings submitted for their completeness and accuracy.
- Assists in obtaining state and local right-of-way construction permits.
- Assists in obtaining estimates for water/wastewater taps and extension of lines.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses computers for data entry. Uses or repairs small/light equipment, such as power tools.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision,

guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of engineering specifications and plans;
- Knowledge of regulations relating to the construction and maintenance of water and wastewater;
- Knowledge of many types of metallic pipe location devices to include both inductive and conductive systems;
- Knowledge of the universal location and marking code;
- Ability to work from and interpret construction plans, field notes, tie or eye record books, blueprints and drawings;
- Ability to make accurate, neat and legible representations;
- Ability to perform a variety of administrative tasks pertinent to the operation of water, reclaimed or wastewater utilities;
- Ability to prepare and maintain a variety of reports and records;
- Skills in the operation of electronic service locators;
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of customers or employees of organization;
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form; and
- Ability to deal with problems involving several concrete variables in standardized situations.
- Knowledge in Basic MOT

Minimum Qualifications: High school diploma or General education degree (GED); and two (2) years of related experience and/or training in the maintenance, operation, or construction of water transmission and distribution system or wastewater collection system, or gas line installations and maintenance, or equivalent combination of education and experience. Must obtain Water Distribution Level 3, Waster Water Class "C" and Reclaimed Water "C" within (3) three years.

ESSENTIAL PHYSICAL SKILLS

- Standing
- Walking
- Ability to communicate orally
- Acceptable hearing (with or without hearing aid)
- Reaching
- Sitting
- Feeling
- Climbing
- Balancing

- Stooping
- Kneeling
- Crouch
- Crawl
- Heavy (up to 50 pounds) lifting and carrying
- Acceptable eyesight (with or without correction)

Environmental Conditions:

- Works outside under various weather conditions
- Exposed to wet/humid conditions and moving and mechanical parts
- Exposed to fumes and air-born particles
- Works with vibrations
- Works at moderate noise levels
- Works in roadways where vehicle traffic hazards and other utilities are placed.

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Signature

Date

City of Lake City, FL

Classification Description

Classification Title: WATER & WASTEWATER INSPECTOR
Department: DISTRIBUTION & COLLECTIONS

Pay Grade: 7
FLSA Status: Non-Exempt

General Description

This position performs skilled work related to the City's potable water, reclaimed water distribution, collection systems. Work is performed under the general direction of a D&C Superintendent.

Nature of Work

Essential Functions:

- Responsible for making safety, performance, and job quality the primary focus of all employees under their supervision.
- Coordinate safe movement of personnel, equipment, and products to and from job sites.
- Monitoring projects/construction progress and conducting on-site inspections, including final inspections.
- Assuring compliance with standard specifications, regulations, and appropriate construction techniques.
- Preparing and maintaining project/construction reports, activity reports, and logs.
- Providing solutions to ensure compliance with required standards, specifications, and codes.
- Participating in pre-construction and construction progress meetings and authorizing appropriate changes to designs or construction.
- Coordinating water main shut downs, air and vacuum tests, and bypass pumping.
- Available after hours, including weekends and holidays, to coordinate with contractors on projects.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses or repairs heavy or complex machinery, construction equipment. Supervises employees using or repairing heavy or complex machinery. Uses small office equipment, such as copy machines, and computers.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time;

demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the D.E.P. regulations for the operation, maintenance, and repair of distribution and collection systems and respective components;
- Knowledge of methods, materials, equipment, and techniques used for the maintenance of existing distribution and collection systems as well as future extensions for compliance with D.E.P.;
- Skill in the use of, operation of, and assist in training of all standard mechanical tools/power tools/heavy equipment (i.e. street saw, tapping machines, locators, ditch witch, back-hoes, excavators etc.); and
- Ability to establish and maintain satisfactory relationships with the general public.

Minimum Qualifications: *High school graduation or possession of an acceptable equivalency diploma. ten (10) years' experience in the installation, maintenance, and repair distribution and collections systems. Must possess a valid Florida Class "A" Commercial Driver's License. Must possess a Water Distribution Level One License. Must possess a Class "C" Wastewater Collections Certification. Must possess MOT certification. Must possess a Backflow Certification.*

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, Walking, Standing, Bending
- Tasting, Smelling

Environmental Conditions:

- Works inside/outside in various weather conditions such as but not limited to: noise, chemicals, dust, fumes, gases, solvents, grease or oils, slippery surfaces, uneven surfaces, electrical energy, and odors
- Works in roadways where vehicle traffic hazards exist and often utilities are placed
- May be subject to after hours call out requiring technical decisions without supervision
- Because of the presence of congruent utilities (i.e. sewer) the exposure to raw sewage is possible, a series of Hepatitis shots must be completed
- In dampened areas Cathodic conditions may also be present
- Works below ground level where trench boxes may be required / Confined spaces

WATER & WASTEWATER INSPECTOR

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job change. By signing below I am indicating I have read and concur with the above description of my job.

Signature

Date

Print Name

CITY OF LAKE CITY

NATURAL GAS

Position Schedule

<u>ACCOUNT</u>	<u>POSITION</u>	<u>FY 2023 BUDGET</u>	<u>FY 2024 BUDGET</u>
420.80.532			
	ADMINISTRATIVE ASSISTANT	1	1
	CATHODIC PROTECTION/LEAK SPECIALIST	1	1
	DIRECTOR OF NATURAL GAS	1	1
	NATURAL GAS LOCATE TECHNICIAN	1	1
	NATURAL GAS MEASUREMENT TECHNICIAN	1	1
	NATURAL GAS SUPERINTENDENT	1	1
	NATURAL GAS SUPERVISOR	1	1
	NATURAL GAS TECHNICIAN I/II/III	7	7
	NATURAL GAS WELDER	1	1
	TOTAL	15	15

City of Lake City, FL

Classification Description

Classification Title: ADMINISTRATIVE ASSISTANT
Department: VARIOUS

Pay Grade: -6 **1**
FLSA Status: Non-Exempt

General Description

This is a highly responsible administrative work in assisting supervisors in the performance of managerial duties.

Nature of Work

Essential Functions:

- Prepares time sheets, compiles, calculates, and tracks project hours. Prepares and processes payroll and invoices for the department.
- Prepares documents, composes letters, and maintains office files, reports and technical information. Types correspondence for director and all supervisors.
- Processes invoices, codes and checks for accuracy, and posts on ledger.
- Assists with training of directors and other key personnel.
- Prepares and coordinates material for publicity, press releases and provides liaison between the City and public daily on various topics.
- Performs research, analysis data, coordinates with City departments on cross-departmental issues affecting the City. Creates and maintains project files and departmental records.
- Maintains appointment calendars and schedules appointments.
- Receives and screens calls and refers calls to other employees. Communicates with citizens and responds to inquiries regarding the operation of the City.
- Coordinates, plans, and participates in special events, awards, activities and programs as to promote and coordinate activities in the City.
- Assists in preparation of the Department's annual budget and monitoring of funds by collecting information, researching specific resources.
- Attends City Council meetings, conferences, committee, and staff meetings to gather information and provide administrative assistance. Takes notes and minutes of meetings and functions as required.
- Orders and maintains office supplies and other departmental materials.

ADMINISTRATIVE ASSISTANT

- Communicates clearly and professionally in person, by telephone and in writing, prepares slides, flip charts and other graphic materials necessary to convey concepts and ideas.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses computers for word processing and/or accounting purposes.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job includes:

- Knowledge of modern business management and the principles and practice of public administration or related field.
- Knowledge of sources of information related to problems of local government;
- Ability to write and produce clear and concise reports, publications, memoranda and letters;
- Ability to develop and maintain effective working relationships with media representatives, and with department personnel;
- Ability to communicate clearly with the general public;
- Ability to work with all levels of city personnel tactfully and courteously;
- Ability to meet multiple deadlines;
- Ability to research and analyze data, situations, and to make recommendations;
- Ability to work with a variety of financial reports and data;
- Ability to interpret and communicate city policies and procedures, and ability to solve problems and be detail oriented;
- Ability to communicate clearly in both verbal and written form; and
- Ability to remain courteous in stressful situations.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and three (3) years of experience involving secretarial/clerical duties including the operation of a personal computer, keyboard, or similar data entry equipment Must possess a valid Florida Operators Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing

- Sitting for extended periods of time

Environmental Conditions:

- Works inside in an office setting

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: CATHODIC PROTECTION/LEAK SPECIALIST
Department: NATURAL GAS

Pay Grade: 4
FLSA Status: Non-Exempt

General Description

This position is of moderate difficulty, technical work requiring judgment in providing cathodic protection, corrosion and leak control on a Natural Gas Distribution System.

Nature of Work

Essential Functions:

- Investigates causes and devises means to correct corrosion of pipe lines.
- Assists in planning preventative and corrective measures for protection of pipe lines.
- Monitors rectifier stations for pipeline integrity throughout the distribution system.
- Performs annual leak surveys and classifies leaks.
- Maintains required records for regulatory compliance.
- Performs preventive maintenance tasks at gate stations daily, quarterly and annually.
- May conduct field training for other gas department employees.
- Must be able to meet the minimum qualifications of a Natural Gas Technician III.
- Must be able to respond to emergency after-hours callouts.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment including copy machines and computer. Uses or repairs small/light equipment used in the daily operations of Cathodic Protection and/or leak detection.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in

accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of work methods, tools and equipment used in cathodic protection, leak surveys, and the Lake City Natural Gas Distribution pipe line.
- Knowledge of Florida Public Service Commission and Federal Department of Transportation.
- Ability to plan cathodic protection programs and leak surveys;
- Ability to read and interpret blueprints, diagrams, sketches and construction plans; and
- Skill in keeping records and preparing reports for daily operation and regulatory requirements.

Minimum Qualifications: High School Graduate or possession of an acceptable (GED) General Equivalency Diploma. Five (5) years of Natural Gas Distribution Pipeline experience or a comparable amount of training or experience can be substituted for the minimum qualifications. Must be able to complete all required OQ training. A valid Class "A" CDL and MOT must be obtained within two years.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Moderate (15 to 44 pounds) lifting and carrying
- Walking
- Standing
- Kneeling
- Bending
- Stooping
- Driving
- Smelling
- Distinguishing colors

Environmental Conditions:

- Works inside and out-of-doors in various types of weather
- Works with darkness, dust, fumes, smoke, gases, grease, flames, and electricity
- Works on hazardous surfaces, ladders, heights, odors, and poor lighting
- Works below ground level where trench boxes maybe required/confined spaces.
- Because of the presence of congruent utilities (i.e. sewer) the exposure to raw sewage is possible, a series of Hepatitis shots must be completed

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name: _____

Signature: _____

Date: _____

City of Lake City, FL

Classification Description

Classification Title: DIRECTOR OF NATURAL GAS UTILITY
Department: NATURAL GAS

Pay Grade: 19
FLSA Status: Exempt

General Description

This position manages the day to day operations of the Natural Gas Department. This position over-see all governmental policies and procedures to maintain compliance with Florida Public Service Commission and Federal Department of Transportation. This position reports to the Executive Director of Utilities.

Nature of Work

Essential Functions:

- Manages the day-to-day operations of the Natural Gas Department.
- Prepares, reviews and approves plans for the expansion of the gas distribution system.
- Develops and maintains incentive strategies for the Department.
- Prepares preliminary annual budget for the department including all income and expenditures.
- Prepares estimates of future growth of all customer classes together with gas volume requirements and sales revenue with necessary rate changes.
- Prepares natural gas nominations and curtailment.
- Performs construction inspections and planning reviews for permitting.
- Prepares administrative and technical reports.
- Prepares information for webpage update.
- Prepares and implements the City's Natural Gas Marketing and rebate programs.
- Insures system is in compliance with State Public Service Commission and federal D.O.T. regulations. Ensures compliance with all applicable operational related regulations, codes and standards, and related reporting requirements.
- Oversees the interpretation of and impact evaluation on upcoming changes or new state and federal natural gas pipeline safety and reporting regulations, and development and management of compliance-based programs.
- Provide support and guidance to operational areas to prepare them for state and federal regulatory audits and inspections as required and conducts internal audits and quality reviews.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for word processing and/or accounting purposes. Uses heavy construction equipment. Uses or supervises employees using heavy or complex machinery such as construction equipment (backhoes, trenchers etc).

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization’s mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer’s specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the engineering principles and practices utilized in the expansion, maintenance and operation of a natural gas distribution service;
- Knowledge of the principles, practices and procedures as relating to gas distribution systems;
- Ability to evaluate plans and designs of physical facilities relating to gas distribution systems;
- Ability to plan, coordinate and direct the work of all personnel employed in the operation and maintenance of a gas distribution system;
- Ability to establish and maintain good employee, public and customer relations;
- Ability to gather information and make reports; and
- Ability to communicate effectively orally and in writing.

Minimum Qualifications: A Bachelor’s Degree in Management, Engineering, Business or other related discipline highly preferred. Two years of managerial experience in the selected field may be substituted for each year of education. Five (5) years of progressively responsible experience in natural gas distribution with three (3) years supervisory experience. A comparable amount of training, education or experience can be substituted for the minimum qualification. Must complete all necessary Operator Qualifications for all levels.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Ability to lift over 20 pounds
- Color and depth perception

Environmental Conditions:

- Works inside and outside in various types of weather
- Works with fumes, smoke, gases, grease, flames and electricity
- May work with hazardous surface and odor
- May work in water
- Works below ground level where trench box may be used/confined space
- Because of the presence of congruent utilities (i.e. sewer) the exposure to raw sewage is possible, a series of Hepatitis shots may be completed

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name: _____

Date: _____

Signature: _____

City of Lake City, FL

Classification Description

Classification Title: NATURAL GAS LOCATE TECHNICIAN
Department: NATURAL GAS

Pay Grade: 7-3
FLSA Status: Non-Exempt

General Description

This is skilled work related to the City's Natural Gas distribution system. This position requires the ability to locate Natural Gas mains and service lines throughout the distribution system. The work is performed under the direction of the Natural Gas Superintendent.

Nature of Work

Essential Functions:

- Marks location of pipe and provides information to the public and contractors who will be excavating around the mains, services and meters in the Lake City Natural Gas Distribution system.
- Prepares records and compliance paperwork.
- Must be knowledgeable of the Florida requirements of the Sunshine One Call system and laws that apply.
- Works with other agencies or engineers who are planning activities which will affect existing gas lines.
- Assists in updating GIS records for mapping, completeness and accuracy for the Natural Gas Distribution pipeline
- Responsible for checking all record drawings submitted for their completeness and accuracy.
- Must be able to meet the minimum qualifications for the Natural Gas Technician I, II, or III.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines. Uses computers for word processing. Uses or repairs small/light equipment that are used in the daily operations of location Natural Gas Pipelines.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision,

NATURAL GAS LOCATE TECHNICIAN

guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of customers or employees of organization;
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form; and
- Ability to deal with problems involving several concrete variables in standardized situations.

Minimum Qualifications: High school diploma or General education degree (GED); and two (2) years of related experience and/or training in the maintenance, operation, construction of gas line installations and maintenance, or equivalent combination of education and experience. Must- be able to obtain valid Florida Class "B" Commercial Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Standing
- Walking
- Talking
- Acceptable hearing (with or without hearing aid)
- Reaching
- Sitting
- Feeling
- Climbing
- Balancing
- Stooping
- Kneeling
- Crouch
- Crawl
- Heavy (up to 50 pounds) lifting and carrying
- Acceptable eyesight (with or without correction)

Environmental Conditions:

- Works outside under various weather conditions
- Exposed to wet/humid conditions and moving and mechanical parts
- Exposed to fumes and air-borne particles
- Works with vibrations

NATURAL GAS LOCATE TECHNICIAN

- Works in moderate noise levels
- Works below ground where trench boxes may be required/confined spaces
- Because of the presence of congruent utilities (i.e. sewer) the exposure to raw sewage is possible, a series of Hepatitis shots must be completed

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Signature

Date

City of Lake City, FL

Classification Description

Classification Title: NATURAL GAS MEASUREMENT TECHNICIAN

Pay Grade: 7 5

Department: NATURAL GAS

FLSA Status: Non-Exempt

General Description

This is skilled work related to the City's Natural Gas distribution system. This position ~~requires the ability to locate~~ is responsible for maintaining the accuracy of the natural gas measurement equipment for industrial, commercial, and residential customer locations and the city gate stations (natural gas purchase points). ~~Natural Gas mains and service lines throughout the distribution system.~~ The work is performed under the direction of the Natural Gas Superintendent.

Nature of Work

Essential Functions:

- ~~• Marks location of pipe and provides information to the public and contractors who will be excavating around the mains, services and meters in the Lake City Natural Gas Distribution system.~~
- Prepares records and compliance paperwork.
- ~~• Must be knowledgeable of the Florida requirements of the Sunshine One Call system and laws that apply.~~
- Works with other agencies or engineers who are planning activities which will affect existing gas lines.
- ~~• Assists in updating GIS records for mapping, completeness and accuracy for the Natural Gas Distribution pipeline~~
- ~~• Responsible for checking all record drawings submitted for their completeness and accuracy.~~
- ~~• Must be able to meet the minimum qualifications for the Natural Gas Technician II~~
- Installation, calibration, and annual maintenance for the largest natural gas customers' gas measurement equipment including meters, volume corrector, regulators, and telemetering equipment.
- Performs measurement inspections on gas regulators including pressure checks at fixed-factor billing customer locations to verify measurement accuracy.
- Installs and repairs pulse equipment on transportation gas meters.
- Investigate industrial, commercial, and residential customer inquiries regarding high/low usage and work with the customer to resolve metering issues.

NATURAL GAS LOCATE TECHNICIAN

- Works closely with customer service for billing discrepancies
- Assists with new meter installations, preventative maintenance, and field solutions for measurement related problems.
- Records odorization levels; maintains, preventative maintenance, and field solutions for measurement related problems.
- Responsible for day-to-day troubleshooting and supports all aspects of natural gas measurement projects, meter run installs, calibrations, troubleshooting and communication with customer and the customer service department.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines. Uses computers for word processing. Uses or repairs small/light equipment that are used in the ~~daily operations of location Natural Gas Pipelines.~~ Measurement of the natural gas distribution system.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities 74332 expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of customers, employees of organization, or contractors;
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form; and
- Ability to deal with problems involving several concrete variables in standardized situations.

Minimum Qualifications: High school diploma or General education degree (GED); and two (2) years of related experience and/or training in the maintenance, operation, construction of gas line installations and maintenance, or equivalent combination of education and experience. Must possess a Valid Florida Class "B" Commercial Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Standing
- Walking
- Talking
- Acceptable hearing (with or without hearing aid)
- Reaching
- Sitting
- Feeling
- Climbing
- Balancing
- Stooping
- Kneeling
- Crouch
- Crawl
- **Driving**
- Heavy (up to 50 pounds) lifting and carrying
- Acceptable eyesight (with or without correction)

Environmental Conditions:

- Works outside under various weather conditions
- Exposed to wet/humid conditions and moving and mechanical parts
- Exposed to fumes and air-born particles
- Works with vibrations
- Works in moderate noise levels
- Works below ground where trench boxes may be required/confined spaces
- Because of the presence of congruent utilities (i.e. sewer) the exposure to raw sewage is possible, a series of Hepatitis shots must be completed

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job change. By signing below I am indicating I have read and concur with the above description of my job.

City of Lake City, FL

Classification Description

Classification Title: NATURAL GAS SUPERINTENDENT
Department: NATURAL GAS

Pay Grade: 8
FLSA Status: Exempt

General Description

This position requires difficult, skilled supervisory work requiring judgment in the operations of the Natural Gas Department. Work is performed under the general Supervision of the Director of Natural Gas

Nature of Work

Essential Functions:

- Under the Supervision of the Natural Gas Director, supervises and coordinates all aspects of safety and skills training necessary for the entire gas department.
- Manages and maintains corrosion control to ensure compliance with Federal Regulations through Cathodic Protection.
- Plans, assigns, and supervises the work of the subordinate employees engaged in the installation of measurement and regulation equipment.
- Performs field inspections and reviews blue prints.
- Supervises the installation of new services, customer piping, and appliances and conversion of gas equipment in accordance with the Standard Gas Code requirements.
- Requisitions for needed materials, equipment and supplies.
- Markets gas usage with developers and builders.
- Responds to calls pertaining to gas emergencies.
- Must be able to respond to emergency after hours callout.
- Supervisors are responsible for assigned regulatory assignments.
- Plans and organizes gas training programs.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be

required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for word processing and/or accounting purposes. Uses heavy construction equipment. Uses or supervises employees using heavy or complex machinery, such as backhoes and trenches etc.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization’s mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer’s specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of use and operation of instruments used in gas service work;
- Must maintain minimum operator qualifications of a Natural Gas Technician III.
- Knowledge of minimum requirements and codes by Federal Department of Transportation and Florida Public Service Commission
- Knowledge of natural gas distribution systems, location and size of valves, meters and regulators;
- Knowledge of the occupational hazards and safety precautions of the work;
- Knowledge of approved methods, materials and tools used in gas piping, installation and maintenance work;
- Knowledge of methods of determining necessary pipe size to supply any number of appliances on customer’s premises whether it is residential, commercial, or industrial in nature;
- Ability to plan and supervise the work of others in a manner conducive to full performance;
- Ability to read and interpret blueprints, diagrams, sketches and construction plans; to keep records and prepare reports; and
- Ability to drive and operate gas department vehicles and equipment.

Minimum Qualifications: Must be a High school graduate or possession of an acceptable equivalency diploma (GED), five (5) years in a gas utility or Natural Gas Distribution system. Must have two (2) years of supervisory experience. A valid State Commercial Driver’s License “B” within six (6) months of hire. A comparable amount of training, education or experience can be substituted for the minimum qualifications.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Moderate (14 to 44 pounds) lifting and carrying

- Walking
- Standing
- Kneeling
- Bending
- Stooping
- Pulling
- Driving
- Smelling

Environmental Conditions:

- Works inside and outside in various types of weather
- Works with fumes, smoke, gases, grease, flames, electricity
- May work with hazardous surfaces, odors
- May work in water
- Works below ground level where trench box may be used/confined spaces.
- Works in roadways where vehicle traffic hazards exists and often utilities are placed.
- Because of the presence of congruent utilities (i.e. sewer) the exposure to raw sewage is possible, a series of Hepatitis shots must be completed
-

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Signature

Date

City of Lake City, FL

Classification Description

Classification Title: NATURAL GAS SUPERVISOR
Department: NATURAL GAS

Pay Grade: ~~8~~-7
FLSA Status: Exempt

General Description

This position requires difficult, skilled supervisory work requiring judgment in the operations of the Natural Gas Department. Work is performed under the general Supervision of the Natural Gas Superintendent.

Nature of Work

Essential Functions:

- Under the Supervision of the Natural Gas Superintendent, supervises and coordinates all aspects of safety and skills training necessary for the entire gas department.
- Plans, assigns, and supervises the work of the subordinate employees engaged in the installation of measurement and regulation equipment.
- Performs field inspections and reviews blue prints.
- Supervises the installation of new services, customer piping, and appliances and conversion of gas equipment in accordance with the Standard Gas Code requirements.
- Requisitions for needed materials, equipment and supplies.
- Markets gas usage with developers and builders.
- Responds to calls pertaining to gas emergencies.
- Must be able to respond to emergency after hours callout.
- Assist superintendent with responsibilities for assigned regulatory assignments.
- Assist superintendent with planning and organizing gas training programs.
- Assist the superintendent with customer complaints, and reviewing tap applications
- Under the supervision of the superintendent assigns activities for crews on daily/weekly basis.
- Supervisory responsibilities include carrying out City policies and procedures as defined in the employee handbook. Under the supervision of the superintendent appraising performance, disciplining employees as necessary, addressing complaints, and problem resolution.
- Evaluates operations and activities of assigned responsibilities; recommends improvements and modifications.
- Supervisory responsibilities include carrying out City policies and procedures as defined in the

employee handbook. Under the supervision of the director appraising performance, disciplining employees as necessary, addressing complaints, and problem resolution.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for word processing and/or accounting purposes. Uses heavy construction equipment. Uses or supervises employees using heavy or complex machinery, such as backhoes and trenches etc.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of use and operation of instruments used in gas service work;
- Must maintain minimum operator qualifications of a Natural Gas Technician III.
- Knowledge of minimum requirements and codes by Federal Department of Transportation and Florida Public Service Commission
- Knowledge of natural gas distribution systems, location and size of valves, meters and regulators;
- Knowledge of the occupational hazards and safety precautions of the work;
- Knowledge of approved methods, materials and tools used in gas piping, installation and maintenance work;
- Knowledge of methods of determining necessary pipe size to supply any number of appliances on customer's premises whether it is residential, commercial, or industrial in nature;
- Ability to plan and supervise the work of others in a manner conducive to full performance;
- Ability to read and interpret blueprints, diagrams, sketches and construction plans; to keep records and prepare reports; and
- Ability to drive and operate gas department vehicles and equipment.

Minimum Qualifications: Must be a High school graduate or possession of an acceptable equivalency diploma (GED), five (5) years in a gas utility or Natural Gas Distribution system. Must have two (2) years of supervisory experience. A valid State Commercial Driver's License "B" within six (6) months of hire. A comparable amount of training, education or experience can be substituted for the minimum qualifications.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Moderate (14 to 44 pounds) lifting and carrying
- Walking
- Standing
- Kneeling

- Bending
- Stooping
- Pulling
- Driving
- Smelling

Environmental Conditions:

- Works inside and outside in various types of weather
- Works with fumes, smoke, gases, grease, flames, electricity
- May work with hazardous surfaces, odors
- May work in water
- Works below ground level where trench box may be used/confined spaces.
- Works in roadways where vehicle traffic hazards exists and often utilities are placed.
- Because of the presence of congruent utilities (i.e. sewer) the exposure to raw sewage is possible, a series of Hepatitis shots must be completed
-

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Signature

Date

City of Lake City, FL

Classification Description

Classification Title: NATURAL GAS TECHNICIAN I
Department: NATURAL GAS

Pay Grade: ~~6~~-2
FLSA Status: Non-exempt

General Description

This is skilled work related to City's natural gas distribution system. Work is performed under the general direction of a Natural Gas Superintendent.

Nature of Work

Essential Functions:

- Operates motorized equipment incidental to completing assignments (trucks, back- hoes, ditch witch, compactors, generators, valve exercisers, tapping machine, etc.) in a safe and efficient manner.
- Participates in such activities as digging trenches for installation, maintenance, repair or replacement of all City owned natural gas distribution pipeline and their respective components.
- Performs the installation, maintenance, repair, or replacement of all respective components throughout the Natural Gas System providing customer support services.
- Inspects, repairs, or otherwise replaces mains, service laterals, valves, meters, etc. within natural gas distribution system.
- Must be able to respond to emergency call-outs in order to make the necessary repairs to any section of the natural gas distribution system or its respective components (i.e. mains, service laterals, valves, meters, etc.)
- Transports supplies, tools, and other materials as needed to and from job sites.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for data entry. Uses small/light equipment such as, power tools, medium/heavy equipment such as vehicles and construction equipment.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and

place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job includes:

- Knowledge of the operation, maintenance, and repair of natural gas distribution system and respective components;
- Must be able to maintain minimum qualifications as required by Federal Department of Transportation and Florida Public Service Commission.
- Knowledge of methods, materials, equipment, and techniques used for the maintenance of existing natural gas distribution system as well as future extensions;
- Skill to use and operate all standard mechanical tools/power tools/heavy equipment (i.e. ditch witch, tapping machines, locators, back-hoes, excavators etc.); and
- Ability to establish and maintain satisfactory relationships with the general public.

Minimum Qualifications: High school graduation or possession of an acceptable equivalency diploma. Must possess a valid Florida Driver's License. Must complete required Operator Qualification Modules. Must acquire the Basic MOT within (2) years. Must obtain Flagging Certificate/ Basic MOT within (6) months. Applicant will be required to pass a background check, pre-employment physical and drug screen.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, Walking, Standing, Bending
- Tasting, Smelling

Environmental Conditions:

- Works inside/outside in various weather conditions such as but not limited to: noise, chemicals, dust, fumes, gases, solvents, grease or oils, slippery surfaces, uneven surfaces, electrical energy, and odors
- Works in roadways where vehicle traffic hazards exist and often utilities are placed
- Works below ground level where trench boxes may be required / Confined spaces
- Because of the presence of congruent utilities (i.e. sewer) the exposure to raw sewage is possible, a series of Hepatitis shots must be completed

NATURAL GAS TECHNICIAN I

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name: _____

Date: _____

Signature: _____

City of Lake City, FL

Classification Description

Classification Title: NATURAL GAS TECHNICIAN II
Department: NATURAL GAS

Pay Grade: ~~7~~-2
FLSA Status: Non-Exempt

General Description

This is skilled work related to City's natural gas distribution system. Work is performed under the general direction of a Natural Gas Superintendent.

Nature of Work

Essential Functions:

- Operates and performs maintenance on motorized equipment incidental to completing assignments (trucks, back- hoes, ditch witch, compactors, generators, valve exercisers, tapping machine, etc.) in a safe and efficient manner.
- Participates in such activities as digging trenches for installation, maintenance, repair or replacement of all City owned natural gas distribution system and their respective components.
- Performs the installation, maintenance, repair, or replacement of all respective components throughout the Natural Gas system providing customer service support
- May assist the locating of existing natural gas distribution system and respective components (i.e. mains, service laterals, valves, meters, etc.) under supervision of the Locate Technician or Natural Gas Supervisor.
- Inspects, repairs, or otherwise replaces mains, service laterals, valves, meters, etc. within natural gas distribution system.
- Responds to emergency call-outs in order to make the necessary repairs to any section of the natural gas distribution system or it's respective components (i.e. mains, service laterals, valves, meters, etc.)
- Transports supplies, tools, and other materials as needed to and from job sites.
- May assist in verifying record drawings (i.e. as builds) for accuracy, meter/valve placement, size, dimension, and material of mains and service laterals etc. on new development to make sure they meet code/standards.
- Assists the Natural Gas Supervisor with the coordination of work assignments, Purchase Requisitions.
- Must be able to possess and apply the necessary technical knowledge and leadership skills required for the progression of becoming a Team Leader.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for data entry. Uses or repairs small/light equipment, such as power tools. Uses or repairs medium/heavy equipment and machinery, such as vehicles backhoes, trenchers etc.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization’s mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer’s specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the operation, maintenance, and repair of natural gas distribution system and respective components;
- Knowledge of methods, materials, equipment, and techniques used for the maintenance of existing natural gas distribution system as well as future extensions;
- Skill to use and operate all standard mechanical tools/power tools/heavy equipment (i.e. ditch witch, tapping machines, locators, back-hoes, excavators etc.); and
- Ability to establish and maintain satisfactory relationships with the general public and other employees.

Minimum Qualifications: High school graduation or possession of an acceptable equivalency diploma, supplemented by a course in Heat Fusion of Polyethylene pipe. Two (2) years experience in the installation, maintenance, and repair natural gas distribution system. Must possess a valid Florida Driver’s License. Must complete Operator Qualification Modules. Must possess Intermediate Work Zone Traffic Control Certification.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, Walking, Standing, Bending
- Tasting, Smelling

Environmental Conditions:

- Works inside/outside in various weather conditions such as but not limited to: noise, chemicals, dust, fumes, gases, solvents, grease or oils, slippery surfaces, uneven surfaces, electrical energy, and odors
- Works in roadways where vehicle traffic hazards exist and often utilities are placed
- Works below ground level where trench boxes may be required / Confined spaces
- Because of the presence of congruent utilities (i.e. sewer) the exposure to raw sewage is possible, a series of Hepatitis shots must be completed

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Signature

Date

City of Lake City, FL

Classification Description

Classification Title: NATURAL GAS TECHNICIAN III
Department: NATURAL GAS

Pay Grade: ~~8~~-6
FLSA Status: Non-Exempt

General Description

This is skilled work related to City's natural gas distribution system. Work is performed under the general direction of a Natural Gas Superintendent.

Nature of Work

Essential Functions:

- Operates and performs maintenance on motorized equipment incidental to completing assignments (trucks, back- hoes, ditch witch, compactors, generators, valve exercisers, tapping machine, etc.) in a safe and efficient manner.
- Participates in such activities as digging trenches for installation, maintenance, repair or replacement of all City owned natural gas distribution system and their respective components.
- Performs the installation, maintenance, repair, or replacement of all respective components throughout the Natural Gas System providing customer support services
- May assist or perform the locating of existing natural gas transmission distribution system and respective components (i.e. mains, service laterals, valves, meters, etc.)
- Inspects, repairs, or otherwise replaces mains, service laterals, valves, meters, etc. within natural gas distribution system.
- Must be able to respond to emergency call-outs in order to make the necessary repairs to any section of the natural gas distribution system or it's respective components (i.e. mains, service laterals, valves, meters, etc.)
- Transports supplies, tools, and other materials as needed to and from job sites.
- May assist in verifying record drawings (i.e. as builds) for accuracy, meter/valve placement, size, dimension, and material of mains and service laterals etc. on new development to make sure they meet code/standards.
- Leads Natural Gas Technician I and II with assignments, to provide effective leadership under the direction of the Natural Gas Supervisor.
- Must be able to assist the Natural Gas Superintendent with the coordination of all work assignments.

- Must be able to possess and apply the necessary technical knowledge and leadership skills required for the progression of becoming a Natural Gas Superintendent.
- Must be able to assist the Natural Gas Supervisor as a Utility Department liaison for the City's Electronic Mapping Systems (EMS) Map Viewer software; uses and technically supports Survey Grade Global Positioning System (GPS) equipment used to locate/identify land-base monumentation and utility assets; manages utility data through reviewing quarter section maps, right-of-way maps, valve books, and other documentation to verify the accuracy of the data; maintains Quality Control and Quality Assurance (QA/QC) for Gas As-Builts.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for data entry. Uses or repairs small/light equipment, such as power tools. Supervises or uses medium/heavy equipment and machinery, such as vehicles or construction equipment (backhoe, trenchers, boring etc).

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the operation, maintenance, and repair of natural gas distribution system and respective components;
- Knowledge of methods, materials, equipment, and techniques used for the maintenance of existing natural gas distribution system as well as future extensions;
- Thorough working knowledge of Federal Department of Transportation and Florida Public Service Commission rules and regulations and, as it applies to the construction and maintenance of a large natural gas distribution system;
- Skill to use and operate all standard mechanical tools/power tools/heavy equipment (i.e. ditch witch, tapping machines, locators, back-hoes, excavators etc.); and
- Ability to establish and maintain satisfactory relationships with the general public and other employees.

Minimum Qualifications: High school graduation or possession of an acceptable equivalency diploma. Five (5) years experience in the installation, maintenance, and repair natural gas distribution system. Must possess a valid Florida Class "B" Commercial Driver's License. Must complete Operator Qualification Modules. Must possess Advanced Work Zone Traffic Control Certification. Must complete City approved supervisory training courses.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, Walking, Standing, Bending
- Tasting, Smelling

Environmental Conditions:

- Works inside/outside in various weather conditions such as but not limited to: noise, chemicals, dust, fumes, gases, solvents, grease or oils, slippery surfaces, uneven surfaces, electrical energy, and odors
- Works in roadways where vehicle traffic hazards exist and often utilities are placed
- Works below ground level where trench boxes may be required / Confined spaces
- Because of the presence of congruent utilities (i.e. sewer) the exposure to raw sewage is possible, a series of Hepatitis shots must be completed

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Print Name

Signature

Date

City of Lake City, FL

Classification Description

Classification Title: NATURAL GAS WELDER
Department: NATURAL GAS

Pay Grade: ~~10-6~~
FLSA Status: Non-Exempt

General Description

This is difficult, skilled, welding, pipe fitting work at a certified journeyman level in the construction maintenance and repair of service lines and mains of the natural gas distribution system

Nature of Work

Essential Functions:

- Performs repairs and modifications on gas pipes. Welds a variety of metals with oxyacetylene or electric arc.
- Conducts inspections on various units. Cuts, fabricates, and welds a variety of metal parts and pieces of equipment; performs mechanical repairs various pipes and other installations. Repairs and maintains welding tools and equipment.
- Installs and threads pipe. Makes necessary inspections. Lays out pipe lines and insulates.
- Assists co-workers on various projects.
- Performs work found in the Gas Technician I, II, or III classification when necessary.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Operates/repairs welding equipment used in the operation and maintenance of the Natural Gas Distribution system.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical

skills/expertise identified for this job includes:

- Knowledge of tools, materials, methods and standard practices of the welding trade and pipefitting duties.
- Knowledge of the care and use of tools and equipment;
- Knowledge of the hazards and safety precautions of the trade;
- Ability to work from plans, blueprints, sketches and oral and written instructions;
- Ability to perform duties under unfavorable conditions;

Minimum Qualifications: Graduation from an accredited high school or possession of an acceptable equivalency diploma (GED), a minimum of two (2) years experience as a certified journeyman welder with Natural Gas Distribution pipelines. Must be a certified welder in electric, code certified in TIG and oxygen welding or an equal certification in a comparable field with related experience as a pipe fitter. Must possess valid Florida Drivers License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Moderate (15 to 44 pounds) lifting and carrying
- Walking
- Standing
- Kneeling
- Bending
- Crawling
- Smelling

Environmental Conditions:

- Works inside/outside in various weather conditions such as but not limited to: noise, chemicals, dust, fumes, gases, solvents, grease or oils, slippery surfaces, uneven surfaces, electrical energy, and odors
- Works in roadways where vehicle traffic hazards exist and often utilities are placed
- Because of the presence of congruent utilities (i.e. sewer) the exposure to raw sewage is possible, a series of Hepatitis shots must be completed
- Works below ground level where trench boxes may be required / Confined spaces.

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

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Signature

Date