

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.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with North Florida Professional Services, Inc. (hereinafter “NFPS”), as authorized by City Council Resolution No. 2021-183 with respect to certain studies, planning, design, and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport (hereinafter the “Airport”), City recreational facilities, City Hall, City safety facilities and streets (herein collectively the “City Projects”); and

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

WHEREAS, the City desires to enter into Task Assignment Number Nine to its Continuing Contract with NFPS for engineering services related to the resurfacing of SW Grandview Street, pursuant to the terms and conditions of Task Assignment Number Nine, a copy of which is attached hereto and made a part of this resolution, and the Continuing Contract at a cost not-to-exceed five thousand dollars and zero cents (\$5,000.00).

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

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to enter into Task Assignment Number Nine with NFPS for the additional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Nine as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Nine in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and NFPS shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

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

TASK ASSIGNMENT NUMBER NINE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND NORTH FLORIDA PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES RELATED TO THE RESURFACING OF SW GRANDVIEW STREET

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

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional consulting services as authorized by City Resolution No. 2021-183 (the "Continuing Contract").

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

C. The City is in need of professional engineering services related to the resurfacing of the remaining portion of SW Grandview Street, from McFarlane Avenue, east to the dead end of Grandview Street, and the City desires to enter into this Task Assignment Number Nine with Consultant for such services pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Nine.

2. **PROJECT**: The City hereby engages Consultant, and Consultant agrees to furnish to City the services and work as set forth in “Exhibit A” titled *Task Order for Engineering Services SW Grandview Street (East) – Resurfacing*, that was provided by Consultant and a copy of which is attached hereto and made a part of this Task Assignment Number Nine.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant for its services a not-to-exceed fee of five thousand dollars and zero cents (\$5,000.00). Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.

4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement. Should any term or condition of the documents referenced herein conflict with a term or condition of the Continuing Contract the term or condition of the Continuing Contract shall prevail and be binding.

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

6. **ENTIRE AGREEMENT**: This Task Assignment Number Nine, the Continuing Contract, and “Exhibit A”, constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings

with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachment hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number Nine may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND**: This Task Assignment Number Nine shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

8. **EXECUTION IN COUNTERPARTS AND AUTHORITY TO SIGN**: This Task Assignment, any amendments, or change orders related to the Task Assignment, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Nine as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

**NORTH FLORIDA PROFESSIONAL
SERVICES, INC.**

By: _____
Gregory G. Bailey, President



NFPS



PO BOX 3823
LAKE CITY, FL 32056



PHONE (386) 752-4675
FAX (386) 752-4674



www.nfps.net

TASK ORDER FOR ENGINEERING SERVICES SW GRANDVIEW STREET (EAST) – RESURFACING

This agreement made this ____ day of October 2023 by and between the City of Lake City, herein referred to as the CITY, and North Florida Professional Services, Inc., herein after referred to as the CONSULTANT:

The CITY intends to mill and resurface the remaining portion of SW Grandview Street, from McFarlane Avenue, east to the dead end of Grandview Street, herein after referred to as the PROJECT.

SCOPE

The CONSULTANT agrees to provide limited design engineering services, as per Exhibit A Scope of Services.

FEE

The CONSULTANT agrees to provide these services for a lump sum fee of Five Thousand Dollars (\$5,000.00). This is in accordance with the Master Contract between CITY and CONSULTANT.

This Task Order constitutes a Project Agreement for the PROJECT.

IN WITNESS THEREOF, City of Lake City, Florida, through its City Council has caused this instrument to be executed on the day and year first shown above.

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

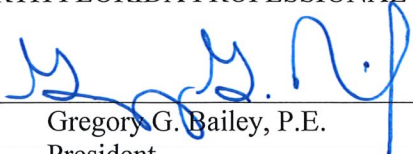
Attest:

Clerk

BY: _____
Mayor

IN WITNESS WHEREOF, North Florida Professional Services, Inc., as CONSULTANT herein, has caused this Task Order to be executed in its name by its proper officers duly authorized to sign and execute instruments on its behalf on the day and year first shown above.

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

BY: 

Gregory G. Bailey, P.E.
President

SW GRANDVIEW STREET (EAST) – RESURFACING

EXHIBIT A: SCOPE OF SERVICES

Task 1: Condensed Plans

NFPS will create condensed plans with supporting exhibits that will aid a contractor in milling and resurfacing SW Grandview Street from McFarlane Ave, east to the dead end of SW Grandview Street.

Task 2: Construction Cost Estimate

NFPS will produce a limited itemized construction cost estimate for the project.

Task 3: Construction Administration

NFPS will perform the following tasks:

1. Prepare the bid package for the project.
2. Assist the City with administration of the bidding process, including attending the pre-construction meeting.

Assumptions & Conclusions:

- No work outside the existing mainline wearing surface of Grandview Street is included.
- No permitting is included in this scope of services.