

FLK/bm

2/12/21

CITY COUNCIL RESOLUTION NO. 2021-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT TWELVE WITH PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO BUILDING ASSESSMENTS OF HANGERS CURRENTLY OCCUPIED BY HAECO AIRFRAME SERVICES, LLC, AT A COST NOT TO EXCEED \$28,000.00.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") previously entered into a Continuing Contract with Passero Associates, LLC (hereinafter "Passero" or "Consultants"), authorized by City Council Resolution No. 2017-061 for Professional Consulting Services at the Lake City Gateway Airport (the "Project"); and

WHEREAS, the Continuing Contract provides that Passero shall provide services to the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project and be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires to enter into Task Assignment Number Twelve to its Continuing Contract with Passero for building assessments of hangers one through six, eight, and nine currently occupied by HAECO Airframe Services, LLC, for an amount not to exceed Twenty-eight thousand dollars and zero cents (\$28,000.00) in accordance with the terms and conditions of Task Assignment Number Twelve, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Number Twelve"), and the Continuing Contract.

WHEREAS, the City Council has determined that it is in the best interests of its citizens to enter into Task Assignment Number Twelve.

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 Twelve with Passero Associates, LLC, 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 Twelve 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 Twelve 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 Passero shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

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PASSED AND ADOPTED at a meeting of the City Council this ____day
of March 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

By: _____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

EXHIBIT A

TASK ASSIGNMENT TWELVE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO BUILDING ASSESSMENTS OF HANGERS AT THE LAKE CITY GATEWAY AIRPORT.

THIS TASK ASSIGNMENT NUMBER TWELVE is made and entered into this ____ day of March, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and PASSERO ASSOCIATES, L.L.C., a Florida limited liability company, having a mailing address of 13453 North Main Street, Suite 106, Jacksonville, Florida 32218 (hereinafter referred to as "Consultant")

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract dated August 21, 2017, for professional consulting services as authorized by City Council Resolution No. 2017-061 (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 building assessments of hangers numbered one through six, eight, and nine currently occupied by HAECO Airframe Services,

LLC, at the Lake City Gateway Airport (hereinafter the "Airport") and desires to enter into Task Assignment Twelve with Consultant for such services pursuant to the terms and conditions contained in Consultant's proposed *Supplemental Agreement No. 21-22 HAECO Building Assessment for Lake City Gateway Airport (LCQ), Lake City, Florida* (hereinafter "Supplemental Agreement 21-22"), a copy of which is attached as "Exhibit A".

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

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of Task Assignment Twelve.
2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in the Supplemental Agreement 21-22, attached hereto.
3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fixed fee for services at a total projected cost not to exceed \$28,000.00.
4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in and made a part of this Task Assignment and shall be binding on, and complied with by, Consultant.
5. **ATTORNEYS' FEES AND COSTS**. In the event of breach by either party of the Continuing Contract or Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the

enforcement of this Continuing Contract or Task Assignment Twelve, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT**. This Task Assignment Twelve and the Continuing Contract constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachments hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Twelve may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

By: _____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

ATTEST:

PASSERO ASSOCIATES, LLC.

By: _____
Angela Witt,
Contracts Administrator

By: _____
Andrew M. Holesko
Vice President

City of Lake City



Lake City Gateway Airport (LCQ)

HAECO Building Assessment

Professional Services

By

Passero Associates, LLC
(Passero Project No. 20070044.0022)

Supplemental Agreement 21-22

Supplemental Agreement 21-22
HAECO Building Assessment
for Lake City Gateway Airport (LCQ), Lake City, Florida

PASSERO ASSOCIATES, LLC (PA or Consultant) agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement and the Basic Contract for Professional Consulting Services with the City of Lake City (Client or City), dated August 21, 2017, of which all terms and conditions are incorporated herein by reference.

Project Location: Lake City Gateway Airport (LCQ), Lake City, Florida.

Project Description: HAECO Building Assessment project at the Lake City Gateway Airport (LCQ).

Scope of Basic Services: Professional Services to observe existing HAECO hangars 1-6, 8 and 9 for deficiencies to exterior shell (ie. Roof, wall, door, window), structure and concrete slab (See Attachment A: Scope of Services).

Scope of Additional Services (optional): Professional Services to observe existing fire protection, lighting and mechanical systems for existing hangars 1-6, 8 and 9.

Client Manager: Mr. Joe Helfenberger, City Manager.

Client Project Coordinator: Mr. Bradley Byrd, Interim Airport Manager.

PA Program Manager: Mr. Brad Wentz, P.E.

PA Project Manager: Mr. Justin Vollenweider, AIA, CSI-CDT, NCARB, Senior Project Architect

Compensation and Method of Payment:

Basic Services	\$19,000.00
Additional Services	\$9,000.00
Total Fee	Not-to-Exceed: \$28,000.00

Schedule: Begin upon Notice-to-Proceed from the City.

Meetings: Two (2) Meetings. Project Kickoff and Meeting to Review Findings.

Deliverables:

1. Videos and Pictures taken from field observation.
2. Mark-up plan indicating areas of concern.
3. Assessment report summarizing findings and projected costs. Items will be sorted by building and ranked from by priority.

"Consultant"
Passero Associates, LLC

"Sponsor"
City of Lake City

BY: _____

BY: _____

Brad Wentz, P.E., Vice President
Typed Name, Title

Stephen M. Witt, Mayor
Typed Name, Title

ATTEST:

ATTEST:

BY: _____

BY: _____

Angela Witt, Grants & Contracts Administrator
Name, Title

Audrey E. Sikes, City Clerk
Name, Title

Date: _____

Date: _____

Attachment A: Scope of Services
HAECO Building Assessment
(Professional Services)
for Lake City Gateway Airport (LCQ), Lake City, Florida

Project Description: The project will involve visual observation of existing exterior shell (walls, roof, windows, door, etc), structure and concrete slabs for eight (8) HAECO hangars, numbered 1-6, 8 and 9. The visual observation will utilize equipment developed for indoor inspections that include drones developed for safe indoor operation and zoom technology, flown by a certified pilot (an exterior drone will also be used). The drone operator will take multiple photos and video; any deficiencies will be noted and summarized in a final report with associated probable costs. Observation of fire protection, lighting and mechanical systems will be provided as an additional service, if requested.

A. Basic Services

Professional services to be provided by Passero Associates, LLC (Consultant) to the City of Lake City (Sponsor) shall include the following Basic Services:

TASK I: Field Observation

Field observation for eight (8) HAECO hangars, numbers 1-6, 8 and 9 and shall include the following items of work:

1. Assume up to four (4) site visits to observe existing exterior envelope (doors, windows, walls and roofs), structure and concrete slabs.
2. Attend Project Kick-off meeting with client.

TASK II: Observation and Assessment Report

Prepare Draft and Final report summarizing field observations and shall include the following:

1. Create report graphics (may consist of images or basic building plans) required to identify and locate observed deficiencies.
2. Prepare draft report summarizing deficiencies for each building. Items to be ranked in order of priority.
3. Provide probable costs for each deficiency.
4. Attend meeting with client to review draft report and findings.
5. Provide final report, including comments from client's review of draft report.

B. Additional Services (Optional)

1. **Field Observation.** Observe existing fire protection, lighting and mechanical systems.
 - a. Assume up to two (2) site visits.
2. **Assessment Report.** Summarize field observations for fire protection, lighting and mechanical system. Provide an itemized list of deficiencies, ranked by priority, with probable costs per item.
 - a. Create and provide additional graphics required to identify and locate deficiencies for fire protection, lighting and mechanical systems.
 - b. Provide probable costs for each deficiency.

It is assumed that additional services will be completed with basic services, if approved.

C. Other Considerations

1. This Scope of Services does not include the following:
 - Reimbursable expenses are not included (printing, copying, etc.).
 - No Design, Permit Fees, Construction, or Bidding Services are included.
 - HVAC and overhead air blowing systems shall be off. If all systems cannot be off at one time, sections of the site will need to be off, and their state managed by tenant such that air circulation does not interfere with drone observation.
 - This proposal specifically excludes any liability for indirect, special, or consequential damages or any nature whatsoever.
 - This proposal is for field observation and subsequent report only, this is not a design project and professional design services are not included.

If such services are later determined to be required before the project is complete, they shall be performed as additional services only under a separate written agreement and as approved by the City.

2. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from City archives. Passero is not responsible for data that is not provided for during the course of this Agreement.

End of Scope of Services