

CITY COUNCIL RESOLUTION NO. 2022-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT SEVENTEEN WITH PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES; PROVIDING FOR THE CONSTRUCTION ADMINISTRATION, CONSTRUCTION MONITORING, AND QUALITY ASSURANCE OF MATERIALS DURING THE RESURFACING OF RUNWAY 5-23 AT THE LAKE CITY GATEWAY AIRPORT; PROVIDING FOR A TOTAL COST NOT-TO-EXCEED \$92,200.00; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City desires to enter into Task Assignment Seventeen to its Continuing Contract with Passero for services related to the construction administration, construction monitoring, and quality assurance of materials during the resurfacing of Runway 5-23 at the Lake City Gateway Airport at a total cost not to exceed ninety-two thousand two hundred dollars and zero cents (\$92,200.00), in accordance with the terms and conditions of Task Assignment Seventeen, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Seventeen"), 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 Seventeen.

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 Seventeen 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 Seventeen 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 Seventeen 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.

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

PASSED AND ADOPTED at a meeting of the City Council this ___ day of March 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

TASK ASSIGNMENT SEVENTEEN TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE CONSTRUCTION ADMINISTRATION, CONSTRUCTION MONITORING, AND QUALITY ASSURANCE OF MATERIALS DURING THE RESURFACING OF RUNWAY 5-23 AT THE LAKE CITY GATEWAY AIRPORT

THIS TASK ASSIGNMENT SEVENTEEN is made and entered into this ____ day of _____ 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and PASSERO ASSOCIATES, LLC, a Florida limited liability company, having a mailing address of 13453 North Main Street, Suite 106, Jacksonville, Florida 32218 (herein 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 additional assistance related to the resurfacing of Runway 5-23 at the Lake City Gateway Airport and desires to enter into this Task Assignment Seventeen with Consultant for related services pursuant to the terms and conditions included herein and the Consultant's *Supplemental Agreement No. 21-21R Runway 5-23 Pavement Rehabilitation (Construction Phases) Lake City Gateway Airport (LCQ), Lake City, Florida* (hereinafter "Supplemental Agreement 21-21R"), 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 Seventeen.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in Exhibit A attached hereto.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fixed fee for services rendered, each of which are specified within Exhibit A, at a total projected cost not to exceed ninety-two thousand two hundred dollars and zero cents (\$92,200.00).

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. Should any conflict arise between the terms and conditions set forth herein and the Continuing Contract, the terms and conditions of the Continuing Contract shall be controlling. Should any conflict arise between the terms and conditions set forth in the attached exhibit with either the Continuing Contract or this Task Assignment, the conflicts shall be construed in favor of the Continuing Contract first and then, if applicable, this Task Assignment.

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 Seventeen, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT**. This Task Assignment Seventeen 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 term or condition of Exhibit A be found to conflict with a term or condition of either this Task Assignment or the Continuing Contract the term or condition of either this Task Assignment or the Continuing Contract shall prevail and be binding. This Task Assignment Seventeen may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND**. This Task Assignment Number Seventeen 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 Task Assignment warrants that he or she is duly authorized to do so and to bind the respective party to the Task Assignment.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

ATTEST:

PASSERO ASSOCIATES, LLC

By: _____
Angela Witt,
Contracts Administrator

By: _____
Bradley Wente
Vice President

City of Lake City



Lake City Gateway Airport

Runway 5-23 Pavement Rehabilitation

**Construction Administration, Full-time Construction
Monitoring/Observation, and Quality Assurance
Material Testing**

by

Passero Associates, LLC

(PA Project No. 20070044.021R)

Supplemental Agreement 21-21R

Supplemental Agreement 21-21R
Runway 5-23 Pavement Rehabilitation (Construction Phases)
Lake City Gateway Airport (LCO), 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 Contract for Professional Airport Engineering Services, dated August 21, 2017, with the of City of Lake City (City or "Client"), all of which terms and conditions are incorporated herein by reference:

Project Location: Lake City Gateway Airport, 3256 East US Highway 90, Lake City, Florida, 32055.

Project Description: The project includes bituminous pavement milling and overlay (resurfacing) of the 4,000 LF x 75 feet wide runway 5-23, selective rehabilitation of the existing bituminous shoulder pavement, sealing and remarking of the runway 5-23 blast pads.

Scope of Basic Services: Construction Administration, Full-time and Periodic Construction Monitoring / Observation, and Quality Assurance Materials Testing (Schedule A: Scope of Work).

Scope of Special Services: None.

City Manager: Mr. Paul Dyal, Interim City Manager.

City Project Coordinator: Ms. Florence Straugh, Airport Manager.

PA Program Manager: Mr. Bradley J. Wentz, P.E.

PA Resident Project Representative: Mr. David Harris, III.

Basic Services Compensation: Owner Representative/Construction Observation Not-to-Exceed: \$ 79,580.00

Special Services: Quality Assurance Material Testing Not-to-Exceed: \$ 12,620.00

Total Project Cost (Lump Sum Consultant Fees): Not-to-Exceed: \$ 92,200.00

Schedule: Construction Contract Time is 95 calendar days.
Construction anticipated to begin in Spring 2022.

Meetings: Pre-Construction Meeting; Progress Meetings and as stated in Scope of Work.

Deliverables: Testing Reports, Field Observation Reports, Pay Applications, Change Orders and Grant Closeout Documents

"Client" - City of Lake City

"Consultant" - Passero Associates, LLC

By: _____

By: _____

Stephen M. Witt, Mayor
Typed Name, (Title)

Bradley J. Wentz, P.E., Vice President
Typed Name, (Title)

ATTEST:

ATTEST:

BY: _____

BY: _____

Name, (Title)

Angela Witt Grants/Contracts Administrator
Name, (Title)

Date: _____

Date: _____

Schedule A: Scope of Work - Runway 5-23 Pavement Rehabilitation (Construction Phase)
Lake City Gateway Airport, Lake City, Florida

I. Project Description

Base The project includes bituminous pavement milling and overlay of the 4,000 LF x 75 feet wide runway 5-23, selective rehabilitation of the existing bituminous shoulder pavement, sealing and remarking of the runway 5-23 blast pads.

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following basic services to assist the City of Lake City (City) with the Construction Phase this project to Rehabilitate Cross Wind Runway 5-23, described above:

A. Construction Administration Phase

Passero will provide the following basic services (construction administration for construction duration (95 calendar days), plus pre-construction services and closeout services (assume 30 calendar days) to assist the City with the construction administration phase of the project.

The Consultant shall provide construction administration support by an engineer, inspector and supporting professional staff that will:

1. Assist the City in managing the technical and administrative components of the project.
2. Provide periodic updates to the City and airport staff, as requested throughout the life of the project.
3. Provide consultation and advice to the City during construction, including the holding of a pre-construction conference, attendance at construction coordination meetings and other meetings required during the course of construction. Prepare, review, and distribute minutes of these meetings, if applicable.
4. Review contractor submittals, such as construction schedules and phasing schedules, shop drawings, product data, catalog cuts, and samples, for conformance with the construction contract requirements.
5. Review, with the City, alternative construction methods proposed by the contractor.
6. Review and process supplemental drawings and change orders necessary to properly execute the work within the intended scope and to accommodate changed field conditions.
7. Interpret the requirements of the contract documents for the City.
8. Review and furnish the City one reproducible set of the record drawings (to be completed by the contractor) for the completed project.
9. Participate in the pre-final and final inspections of the completed project with City and Airport personnel, the FDOT, and the contractor.

B. Construction Observation Phase

Passero will provide the following basic services (both full time and periodic resident engineering and observation for construction duration (95 calendar days), plus follow-up punch list and closeout services (assumed to be 30 calendar days)) to assist the City with the construction inspection phase of the project. The Consultant shall provide construction monitoring / observation support by its engineer, inspector and supporting professional staff.

This Phase is field based. The Consultant will provide full-time and periodic monitoring and observation services on the construction site during daytime and nighttime operations when the Contractor is working. The Consultant shall provide on-site monitoring of construction procedures by a full-time Resident Project Representative who will:

1. Conduct on-site observations and monitor the construction activities to monitor compliance with the intent of the design.
2. Report regularly to the City pertaining to the construction progress and, based on on-site observations, its compliance to the project plans and specifications.
3. Review the construction schedule prepared by the contractor for compliance with the contract and give written advice to the City concerning its acceptability.

4. Attend, conduct, and prepare meeting minutes for pre-construction conference, pre-paving conference, bi-weekly construction progress meetings, and any other special meetings as needed or required.
5. Serve as the City's liaison with the contractor and various local agencies, including the FDOT.
6. Verify that tests, including equipment and system start-ups, were conducted and that the results are documented.
7. Furnish weekly written summary reports of contractor activities observed, work progress, and compliance with the approved construction schedule.
8. Prepare, review, and approve monthly and final payments to the contractor.
9. Develop and confirm final punch list completion.
10. Assist City with the Project Closeout.

C. Clarification of Responsibilities

The Client acknowledges that the Contractor, in accordance with the Contract Documents, is solely responsible for the completion of the Project in a quality and timely manner. Passero Associates' (Consultant's) construction-phase work tasks for the Project are limited to those specified in this Scope of Work.

The Client acknowledges that at no time will Passero Associates' responsibilities include supervision or direction of the actual work by the Contractor or its employees, subcontractors, or suppliers.

The Client acknowledges that the Contractor is aware that neither the approval of contractor shop drawings nor the presence of Passero field representatives nor the observation of the work by Passero representatives shall excuse the Contractor in any way from defects discovered in the Work.

The Client acknowledges that the Contractor is responsible for project site safety. Passero staff will not control, direct or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the Contractor's work.

If construction exceeds the contract completion time of 95-calendar days, a supplemental Work Order to extend Passero Associates' services may be required.

III. Special Services

A. Management of Quality Assurance Material Testing

1. The Consultant will manage all Quality Assurance (Q/A) testing of materials, subcontracting for outside field, laboratory and / or shop tests of construction materials, as required by the plans and specifications.

IV. Other Considerations

1. This project does not include the following services:
 - a. Any type of Permitting.
 - b. Preparation of any Design or Construction Plans.
2. If other services are needed due to unforeseen circumstances affecting the nature or scope of the Project, they shall be performed by the Consultant only as agreed upon by the Parties and as approved by the City in writing prior to such services being rendered.
3. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from Airport archives. Passero shall have the right to rely on this data and Passero is not responsible for data that is not provided during this Agreement.

End of Scope of Services