

CITY COUNCIL RESOLUTION NO. 2021-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT THIRTEEN WITH PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE PAVEMENT REHABILITATION OF RUNWAY 5-23 PROJECT, AT A COST NOT-TO-EXCEED \$106,870.00.

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 (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 Number Thirteen to its Continuing Contract with Passero for services related to the pavement rehabilitation of runway 5-23 project, at a cost not to exceed One Hundred Six Thousand Eight Hundred Seventy dollars and zero cents (\$106,870.00) in accordance with the terms and conditions of Task Assignment Number Thirteen, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Number Thirteen"), 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 Thirteen, 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 incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to enter into Task Assignment Thirteen with Passero Associates, LLC, for the additional services.

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Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Thirteen 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 Thirteen 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.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of April 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 THIRTEEN TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE PAVEMENT REHABILITATION OF RUNWAY 5-23 AT THE LAKE CITY GATEWAY AIRPORT

THIS TASK ASSIGNMENT NUMBER THIRTEEN is made and entered into this ____ day of April 2021, 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 with the pavement rehabilitation of runway 5-23 at the Lake City Gateway Airport and desires to enter into Task Assignment Thirteen with Consultant for related services

pursuant to the terms and conditions included herein and the Consultant's proposed Supplemental Agreement No. 21-21, titled "Runway 5-23 Pavement Rehabilitation for Lake City Gateway Airport (LCQ), Lake City, Florida (hereinafter "Supplemental Agreement 21-21"), 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 Thirteen.
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 for each of four (4) tasks, each of which are specified within Exhibit A, at a total projected cost not to exceed \$106,870.00.
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 Thirteen, including reasonable attorneys' fees.

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

7. **PARTIES BOUND.** This Task Assignment Number Thirteen 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 Thirteen 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: _____
Andrew M. Holesko
Vice President

Supplemental Agreement 21-21
Runway 5-23 Pavement Rehabilitation
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, and Attachment B, Federal Contract Provisions:

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

Project Description: Design and Bid Runway 5-23 Pavement Rehabilitation project at the Lake City Gateway Airport (LCQ).

Scope of Basic Services: Engineering Design & Bid-Phase Services (See Attachment A: Scope of Services).

Scope of Special Services: Topographic Survey Services. Geotechnical Engineering Services.

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. Matt Singletary, P.E.

Basic & Special Services Compensation and Method of Payment:

Design Phase	Not-to-Exceed:	\$ 80,000.00
Bid Phase	Not-to-Exceed:	\$ 10,000.00
Survey	Not-to-Exceed:	\$ 11,400.00
Geotechnical	Not-to-Exceed:	\$ 5,470.00
Total Fee	Not-to-Exceed:	\$106,870.00

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

Meetings: Two (2) Design Review meetings, Pre-Bid Meeting and Bid Opening.

Deliverables:

1. Design Phase Documents: Plans, Specifications and Bid (Contract) Documents.
2. Topographic Survey and Geotechnical Report.
3. Bid Tabulation.
4. Recommendation of Award Letter.

"Consultant"

Passero Associates, LLC

BY: 

Brad Wentz, P.E., Vice President

Typed Name, Title

ATTEST:

BY: 

Angela Witt, Grants & Contracts Administrator

Name, Title

Date: 2/8/2021

"Sponsor"

City of Lake City

BY: _____

Stephen M. Witt, Mayor

Typed Name, Title

ATTEST:

BY: _____

Audrey E. Sikes, City Clerk

Name, Title

Date: _____

Attachment A: Scope of Services
Runway 5-23 Pavement Rehabilitation
(Engineering Design & Bid-Phase Services)
for Lake City Gateway Airport (LCQ), Lake City, Florida

Project Description: Provide engineering design and bid-phase services for the Runway 5-23 Pavement Rehabilitation project. The project includes pavement rehabilitation of the 4,000 LF x 75 feet wide Runway 5-23, selective rehabilitation of the associated existing runway shoulder pavement, and pavement rehabilitation of portions of Taxiway D and E. Remarkings of the painted chevrons beyond the runway ends is also included. See the attached Project Sketch for reference.

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: Preliminary Design Phase

During the preliminary design phase, the Consultant will clarify the project requirements and scope of work to successfully complete the project. Project elements with a major effect on the design and cost of the project will be identified. Design alternatives will be investigated to determine the most efficient combination of project elements. The preliminary design shall include the following items of work:

1. Review existing documents such as record drawings, specifications, studies and reports to become familiar with project data.
2. Visit the site to observe field conditions and validate the existing database.
3. Contact the Sponsor and FDOT to review scope of work and clarify project design requirements, construction sequencing and operational concerns.
4. Prepare preliminary plans identifying areas requiring topographic field survey, geotechnical investigations and other field reconnaissance that may be required. The required field program will be developed into a schedule that minimizes interference with airport operations. The schedule will be coordinated with the Sponsor. Consultant will supervise the field investigations as required.
5. Perform field survey of topographic and utility data. Field information will be mapped and provided to the Consultant design team.
6. Prepare preliminary paving & grading design.
7. Prepare preliminary construction plans, supplemental documents and construction phasing plans, soil boring logs and typical cross sections.
8. Prepare preliminary quantity takeoffs for the bid schedule.
9. Prepare preliminary probable construction costs.
10. The design team and the Sponsor will conduct a preliminary design review meeting to discuss and resolve content, cost and other comments.

11. During this task, the engineering design of the project will progress to 65% completion.

TASK II: Final Design Phase

During the final design phase, the Consultant will finalize the design and bid documents with input solicited from the Sponsor and FDOT.

1. Finalize the paving & grading design.
2. Prepare final construction plans, supplemental documents such as construction phasing plans, soil boring logs and typical cross sections.
3. Prepare final quantity takeoffs for the bid schedule. This will include items shown on the drawings and/or described in the technical specifications.
4. Prepare a final probable construction cost utilizing the quantity takeoff and bid items previously developed.
5. Prepare final contract agreements and technical specifications.
6. Submit advance final documents to the Sponsor and Florida Department of Transportation for final review and comment. The design team and the Sponsor will conduct a final design review meeting to discuss contents, costs and other comments.
7. Provide the final bid documents which include plans, specifications, construction phasing plans, soil boring logs and typical cross sections to the Sponsor.
8. During this task, the engineering design of the project will progress to 100% completion.

TASK III: Bid Phase

Bid phase services provided by the Consultant shall include the following items of work:

1. Prepare bid advertisement and assist the City in the legal advertisement of the project. The bid schedule and bid documents will be posted on the Consultant's website and electronic copies of these documents will be provided to local plan rooms.
2. Coordinate all aspects of the pre-bid meeting and distribute list of meeting attendees via Consultant's website and plan rooms.
3. Questions from potential bidders will be directed to Consultant and answered by addendum (if required).
4. The Consultant will assist the City at the bid opening and review bids received for conformance with the Contract Documents.
5. Prepare a bid tabulation.
6. Make recommendation of award or rejection of bids, if appropriate, to the City.

TASK IV: Grants Administration Phase

The Consultant will assist the Sponsor throughout the duration of this design contract and act as liaison with the FDOT. The grants administration phase includes the following items of work:

1. Update the FDOT's Joint Automated Capital Improvement Program (JACIP) Project Management (JPM) module with the required documentation throughout the life of the design project.
2. Assist the Sponsor with reimbursement request packages to the FDOT.

B. Special Services

1. **Topographic Survey.** Topographic survey required for the runway pavement rehabilitation improvements will be performed. The results of the survey shall be provided to the Client.
2. **Geotechnical Site Investigation.** A geotechnical site investigation will be conducted in the area of the proposed runway pavement rehabilitation improvements. An associated geotechnical report shall be provided to the client.

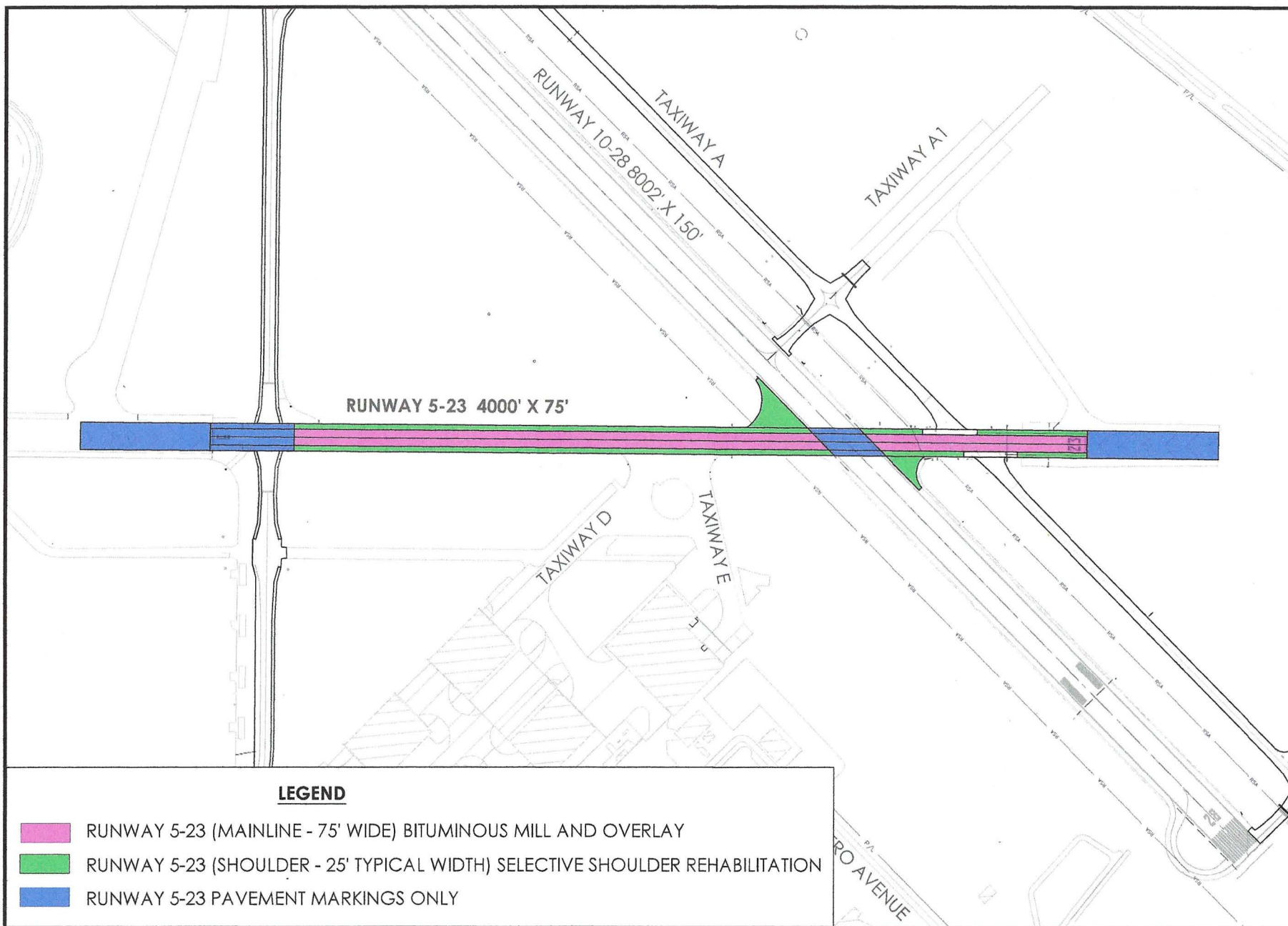
C. Other Considerations

1. This Scope of Services does not include the following:
 - Construction Administration / Resident Engineering / Construction-Observation Phases.
 - Permitting (All permitting, if any is required, shall be the responsibility of the Contractor).
 - Preparation of additional related Design, Construction Plans, and Specifications beyond that described above.
 - Wetlands or endangered species impacts are not anticipated. As such, a survey of wetland and endangered species areas is not included.
 - Other special services (such as environmental studies, permitting, traffic studies or other special studies, etc.) that may be desired or requested.

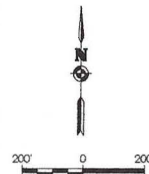
If such services are later determined to be required before the project is complete, they shall be performed as additional services only under a separate written agreement and as approved by the City.

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



PA
PASSERO ASSOCIATES
engineering architecture



CONCEPTUAL

Stamp:

Client: **LAKE CITY**



3524 East U.S. Highway 90
Lake City, Florida 32055

Passero Associates

4700 East Main Ave., Suite 200
St. Augustine, FL 32080

Principle in Charge: Brad Wenthe, P.E.
Project Manager: Matt Singletary, P.E.
Designed By: Bruce Bradley, EIT

Revisions

No.	Date	By	Description

Any unauthorized use of these drawings is an violation of Florida
Professional Seal and is subject to disciplinary action by the
Florida Board of Professional Engineers and Surveyors.

PROJECT SKETCH

**RUNWAY 5-23 PAVEMENT
REHABILITATION**

**LAKE CITY
GATEWAY AIRPORT**

Country: Columbia State: Florida

Project No.
20070044.0021

Drawing No.
1

Date
January 2021