

RESOLUTION NO 2024 - 070

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER ONE (1) PURSUANT TO THE CONTINUING CONTRACT WITH PITMAN ENGINEERING, LLC., A FLORIDA LIMITED LIABILITY COMPANY; PROVIDING FOR PROFESSIONAL SURVEYING SERVICES TO SURVEY PARCELS PURSUANT TO AN ANNEXATION PROCESS; PROVIDING FOR A PROPOSED COST OF \$4,777.50; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID TASK ASSIGNMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID TASK ASSIGNMENT; AUTHORIZING THE CITY MANAGER WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE MINOR CHANGES TO THE SCOPE OF WORK OF THE TASK ASSIGNMENT PROVIDED SUCH CHANGES DO NOT INCREASE THE QUOTED PRICE IN THE TASK ASSIGNMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (“the “City”) and Pitman Engineering, LLC, a Florida limited liability company. (the “Vendor”) entered into that certain continuing contract as authorized by City Council Resolution No. 2023-148 (the “Continuing Contract”); and

WHEREAS, the Vendor shall provide surveying services (the “Services”) in furtherance of certain annexation procedures and applications of the City (the “Project”); and

WHEREAS, the Continuing Contract provides the Vendor shall provide services to the City only when requested and authorized in writing by the City; and

WHEREAS, each request from the City to the Vendor for services shall be for a specific project with the scope of the work defined by and embodied in a separate task assignment; and

WHEREAS, the City Council desires to enter into that certain task assignment pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project, in accordance with the terms and conditions of Task Assignment Number One (1) (the “Agreement”), a copy of which is attached as an Exhibit hereto; and

WHEREAS, the City Council desires that the City Manager, with the consent of the City Attorney, be authorized to consent to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; and

WHEREAS, approving the Agreement pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City of Lake City, Florida:

1. Approving the Agreement pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public or community interest and for public welfare; and

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2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
 3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
 4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
 5. The City Manager, with the consent of the City Attorney, is authorized to agree to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement
 6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of August, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Stephen M. Witt, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



PITMAN ENGINEERING

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“AGREEMENT”) is made and entered into by Pitman Engineering LLC (“PE”) and City of Lake City, FL (“CLIENT”), as identified and designated below, effective on the date of final execution by the CLIENT, as shown below. CLIENT is responsible for reading through AGREEMENT entirely and notifying PE of any questions pertaining to its contents prior to execution of contract.

1) CLIENT & PROJECT INFORMATION

Project Name:	City of Lake City Annexation Surveys – Enclave 1		
PE Project #:	24-15CLC	CLIENT Parcel(s) #:	34-3S-16-02483-001 (10330) 34-3S-16-02483-002 (10331) 34-3S-16-02483-003 (10332)
Responsible Party (CLIENT):	City of Lake City (FL) Council 205 N. Marion Ave., Lake City, FL 32055		
Project Summary	Provide Boundary Survey for parcels listed.		

PAYMENT/FEE SUMMARY

CLIENT agrees to pay Pitman Engineering LLC for the work tasks in the scope of services, described herein, immediately following the completion and delivery of work product. This price assumes all monumentation is in place and not disturbed.

LUMP SUM FEE:	\$4,777.50
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In the event of disturbed and/or missing monumentation, CLIENT agrees to pay Pitman Engineering LLC for each boundary marker in need of being reset and/or replaced, in addition to the lump sum fee above. CLIENT has the right to choose either option of replacement at their discretion, unless point falls within concrete or asphalt. The rates for setting new monumentation are as follows:

CONCRETE MONUMENT:	\$125.50 per monument
CAPPED IRON ROD:	\$62.50 per cap & rod
NAIL AND SHEM:	\$37.50 per nail & shem

By signing below, CLIENT and PE have read through this AGREEMENT, and its terms of service, and agree to its terms. CLIENT shall return signed AGREEMENT to PE to get added to PE work schedule.

EXHIBIT -- NOT FOR EXECUTION

CLIENT’s Signature

Title

Date

EXHIBIT -- NOT FOR EXECUTION

PE’s Signature

Title

Date



PE'S SCOPE OF SERVICES

PE agrees to perform for CLIENT the services as listed below. Such services are herein after referred to as "SERVICES". PE shall not perform any other SERVICES outside of what is specifically mentioned below. CLIENT may choose to add services at any time via requested contract amendment. Said added services will not be performed until contract amendment has been executed between CLIENT and PE, which shall list specifically added services and compensation.

Administrative/General Tasks

Invoice documentation – includes the preparation and submission of the required forms and documents to justify invoices.

Boundary Survey – Field Work

Field Work – includes fieldwork required to locate and record existing monumentation relating to parcels specifically listed on the first sheet of this proposal.

Boundary Survey – Plan Production

Certified Survey Sheet – preparation and creation of Boundary Survey PDF showing annotated parcel boundary lines with matching legal description in meets and bounds.

AVAILABLE ADD-ON SERVICES

The following SERVICES **are not** included in the scope of work under this AGREEMENT, as agreed upon with the CLIENT, but can be added for an additional fee in the form of a written addendum to this AGREEMENT. Said addendum must be signed/executed by both parties of this AGREEMENT.

Additional Information on Final Survey

Topographic Information – information relating to any improvements and/or existing ground elevation information on the property.

FEMA Flood Information – information from FEMA flood maps, meaning flood plain and/or floodways, would be shown on the surveys in the event either is located within the subject parcel's boundary.

- Contract continues on next page -



PE PROFESSIONAL SERVICES AGREEMENT: TERMS AND CONDITIONS

PROJECT TIMELINE

CLIENT understands that timeline given by PE is an approximate estimate based on information and conditions known at the time of proposal and that there are outside stakeholders which may affect timelines that are out of PE's control.

CLIENT understands that delays in response or deliveries of required/requested materials from CLIENT may result in undesired delays.

METHOD & EXPECTATION OF PE CONTACT

PE understands that frequent, open and honest communication is vital to the success of any project. PE will make themselves readily available for face-to-face meetings as requested by the CLIENT. CLIENT understands that PE may not always be immediately available in person or by phone but will work diligently to respond as soon as possible and to meet at the CLIENT's convenience.

CLIENT understands that PE's preferred method of contact is through email as it helps establish a proper record of communication between CLIENT and PE. Email also allows faster transfer of information and instruction between all team members that will work on this project.

CONTRACT CANCELLATION

CLIENT or PE may initiate the cancellation of this contract following a minimum 30 days' notice of intent to do so, with or without cause. CLIENT is required to pay PE for percentage of work efforts completed at the time of cancellation. PE reserves the right to set the percentage completed.

CLIENT initiated cancellation shall invoke a cancellation fee of 10% of the remaining fee balance owed, to cover work efforts required to close out the project. Project files will not be released until PE is paid in full, according to percentage completion at the time of cancellation.

If PE initiated cancellation, PE will pass off all information and files collected/created to date at the request of the CLIENT. No files will be transferred until all PE's fees for work completed, including applicable cancellation fees, have been paid. PE reserves the right to hold proprietary files, as deemed appropriate by PE. PE transfer of information will be limited to a total of 12 hours of effort. Efforts will be limited to emails, phone calls, and one virtual meeting. Any further effort, or prolonged transfer, shall be paid for by CLIENT on an hourly basis based on hourly RATES.

Cancellation can and likely will be requested by PE, with cause, for the following reasons:

- Non-payment from CLIENT
- Request made by CLIENT that is unlawful or unethical
- Mistreatment of staff and or subcontractors
- Project has become detrimental to PE's overall operational ability

CLIENT shall not hold PE liable for any delays, damages, or hardships as a result of PE initiated cancellation. CLIENT understands that PE initiated cancellation will not be taken lightly and only initiated in scenarios where deemed absolutely necessary by PE.



LATE OR NON-PAYMENT

Late payment or non-payment can and will result in late fees, project completion and delivery date delays, and in some cases as deemed appropriate by PE, cancellation of the contract. If contract is canceled as a result of non-payment, CLIENT will be liable for payment on the originally invoiced amount as well as late fee amount.

A late fee of 5% of the invoiced amount will be charged for every 7 calendar days until payment is received. Late fee will be initiated at 12:01 am on every 7th day. Late fee will compound during consecutive week charges. 5% weekly late fee will run for four consecutive weeks, or until payment has been delinquent for 60 or more calendar days. At and beyond 60 day delinquency, cancellation fee will be added to CLIENT's amount owed. A monthly late fee of 10% will be charged for the total amount due until payment has been received.

CLIENT understands and assumes responsibility for any and all losses and hardships as a result of cancellation via late or non-payment.

CLIENT shall be responsible for the reimbursement of all legal fees, attorney fees, collection fees, professional assistance fees, and fees relating to employee efforts required to collect unpaid debt owed by CLIENT.

If CLIENT and PE wish to continue relationship, after CLIENT has paid all debt owed, CLIENT and PE may enter into new agreement. PE reserves the right to reject any and all offers from the CLIENT in regards to a continued relationship.

By initialing below, CLIENT is agreeing that they have read through and agree to all terms and conditions as listed in this section.

PUBLIC RECORDS (FLORIDA STATUTES 119.0701)

In addition to all other provisions provided in this contract, the Contractor shall also comply with the requirements of Florida Statutes section 119.0701 regarding public records. 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.

Contractor, for itself and any Subcontractor, agrees to comply with Florida Statutes section 119.0701 in all respects during the term of this agreement.

2. Request for Records; Non-Compliance.



(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) If the Contractor fails to provide the public records to the public agency within a reasonable time it may be subject to penalties under s. 119.10.

3. Civil Action.

(a) If a civil action is filed against Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

(3) A notice complies with the above item if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on this contract with the public agency or to the Contractors' registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(4) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

INDEMNITY

ENGINEER will indemnify, defend, and hold harmless the CLIENT and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by ENGINEER, its agents, employees, or subcontractors during the performance of the Agreement, except that neither ENGINEER, its agents, employees nor any of its sub-consultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the CLIENT or any of its officers, agents or employees during the performance of the Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity by the client under Florida Statutes section 768.28.

It is specifically agreed between the parties executing this Professional Services Agreement that it is not intended by any of the provisions of any part of the Professional Services Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Professional Services Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ENGINEER guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against ENGINEER or any sub-consultant or subcontractor, in connection with this Professional Services Agreement, Final acceptance and payment does not release ENGINEER from its obligations hereunder until all such claims are paid or released.



COMPLIANCE WITH LAWS

ENGINEER certifies that it is eligible to receive State and Federal funded contracts, ENGINEER also certifies that no party which is ineligible for such work will be subcontracted to perform any services under this Agreement.

ENGINEER shall comply with all Federal, State and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability, in the performance of work under this Agreement.

ENGINEER shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by ENGINEER in conjunction with this Agreement. Failure by ENGINEER to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the CLIENT.

ENGINEER agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the CLIENT and securing its consent in writing. ENGINEER also agrees that it will not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the CLIENT.

INSURANCE

GENERAL LIABILITY. ENGINEER shall carry and keep in force during the period of this Professional Services Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$1,000,000 each occurrence, and property damage insurance of at least \$300,000 each occurrence, for the services to be rendered in accordance with this Professional Services Agreement, as well as the indemnity provided hereinabove.

AUTOMOBILE LIABILITY. ENGINEER shall also carry and keep in force during the period of this Professional Services Agreement automobile liability insurance policy or policies for all vehicles operated by ENGINEER in the performance of services hereunder with a company or companies authorized to do business in Florida, affording liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$1,000,000 each occurrence, and property damage insurance of at least \$1,000,000 each occurrence, for the services to be rendered in accordance with this Professional Services Agreement, as well as the indemnity provided hereinabove.

PROFESSIONAL LIABILITY. ENGINEER will have and maintain during the term of this Agreement, a professional liability insurance policy with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of Two Million Dollars (\$2,000,000.00) per claim.

ENGINEER shall maintain workers compensation insurance in force as required by Florida Law.

RIGHTS TO WORK PRODUCT

ENGINEER reserves the right to retain digital and paper copies of all work product produced as a result of this AGREEMENT. ENGINEER shall be free to use said work product as desired for any existing or future work. There is no timeframe nor limited amount of use of ENGINEER's right to use said work product. ENGINEER is under no existing nor future obligation to share future earnings that may derive in whole or in part from the work product that is created as a result of this AGREEMENT.



MISCELLANEOUS

The applicable standard of care will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

The ENGINEER and the CLIENT agree that the ENGINEER, its employees, and subconsultants are not agents of the CLIENT as a result of this Professional Services Agreement for any purposes.

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in either gender shall extend to and include the other gender.

ENGINEER is an independent contractor with respect-to-the services performed herein. Nothing contained herein shall be deemed to create the relationship of partner principal or joint venture between the Parties. ENGINEER has no right or authority, under this Agreement, to incur obligations of any kind in the name of or for the account of the CLIENT, nor to commit or bind the CLIENT to any contract or other obligations.

It is understood and agreed by the parties hereto that if any part, term or provision of this Professional Services Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Professional Services Agreement did not, contain the particular part, term or provision held to be invalid.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by the parties.

Failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modifications or waiver by either party of any provision shall be deemed to have been made unless made in writing.

This Professional Services Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Professional Services Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

EXHIBIT -- NOT FOR EXECUTION
CLIENT's Initials Date

EXHIBIT -- NOT FOR EXECUTION
PE's Initials Date

- END OF PROFESSIONAL SERVICES AGREEMENT -

