

CITY COUNCIL RESOLUTION NO. 2020-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING TASK ASSIGNMENT NUMBER SEVENTEEN TO THE CONTINUING CONTRACT WITH NORTH FLORIDA PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES RELATED TO THE REDESIGNING OF A DRAINAGE DITCH NEAR NORTHEAST JACKSON AVENUE FOR A PRICE NOT-TO-EXCEED \$8,100.00.

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. 2016-075 with respect to certain studies, planning, design, and constructions of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport (hereinafter “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 Seventeen to its Continuing Contract with NFPS for engineering services related to the redesigning of a drainage ditch located near NE Jackson Avenue pursuant to 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 Number Seventeen”), and the Continuing Contract.

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 Seventeen 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 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 Number 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 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 2020.

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 NUMBER SEVENTEEN 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 REDESIGNING OF
A DRAINAGE DITCH**

THIS TASK ASSIGNMENT NUMBER SEVENTEEN is made and entered into this ____ day of December, 2020, 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. 2016-075 (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 to assist it with the redesigning of a drainage ditch located near NE Jackson Avenue and desires to enter into this Task Assignment Number Seventeen 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 Seventeen.

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 Ditch Lining Plans and Permits*, received from Consultant consisting of a total of two (2) pages and referencing "NE Jackson Ave", a copy of which is attached hereto and made a part of this Task Assignment Number Seventeen.

3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant for its services a not-to-exceed fee of \$8,100.00, in addition to any applicable permit application fees. 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 and shall be complied with by Consultant.

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 Seventeen, 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. This Task Assignment Number 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.

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

**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
DITCH LINING PLANS & PERMITTING**

This agreement made this 27th day of October 2020 by and between 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 desires to reshape and line an existing drainage ditch near NE Jackson Ave, just east of Richardson Community Center baseball field. North Florida Professional Services will provide necessary survey, design, construction plans, and permitting to so do, herein after referred to as the PROJECT.

Scope

The CONSULTANT intends to provide the professional engineering services listed in Exhibit A Scope of Services. Permitting efforts are limited to acquiring an exemption. If SRWMD requires permitting beyond exemption, additional fees will be required to provide additional survey, design, and documents necessary.

Fee

The CONSULTANT shall perform the professional engineering services listed in Exhibit A for this PROJECT for a lump sum fee of Eight Thousand One Hundred dollars (\$8,100.00). This lump sum fee shall be invoiced no more than once monthly on a percentage completed basis. This is in accordance with the Master Contract between CITY and CONSULTANT.

Agreement

This Task Order constitutes a Project Agreement for the PROJECT. The CONSULTANT will perform the scope of work as described herein above for the completion of the PROJECT.

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

Attest:

CITY OF LAKE CITY (FL)

City Clerk

Authorized City Representative

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



NFPS



PO BOX 3823
LAKE CITY, FL 32056



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EXHIBIT A

SCOPE OF SERVICES DITCH LINING PLANS & PERMITTING

1. Survey existing ditches and areas immediately surrounding ditch, a SRWMD requirement when applying for permitting.
2. Provide engineering analysis of ditch.
3. Provide signed and sealed drawings for construction and permitting purposes. Plans will be limited with the expectation that all construction will be done by City staff. Specifications are not included as part of this TWO but can be provided for an additional fee.
4. Submit application for Exemption Letter from SRWMD.
5. Provide limited assistance during construction on questions regarding permitting/design.