

**CITY COUNCIL RESOLUTION NO. 2023-057**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER EIGHT TO THE CONTINUING CONTRACT WITH NORTH FLORIDA PROFESSIONAL SERVICES, INC., PROVIDING FOR ENGINEERING SERVICES RELATED TO THE WATERMAIN EXTENSION ON SE MAGNOLIA LOOP; PROVIDING FOR PAYMENT FOR THE PROFESSIONAL SERVICES AT A COST NOT TO EXCEED \$3,570.00; AND PROVIDING AN EFFECTIVE DATE.**

**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. 2021-183 with respect to certain studies, planning, design, and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport (hereinafter the “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 Eight to its Continuing Contract with NFPS for engineering services related to the watermain extension on SE Magnolia Loop, pursuant to the terms and conditions of Task Assignment Number Eight, a copy of which is attached hereto and made a part of this resolution, and the Continuing Contract at a cost not-to-exceed three thousand five hundred seventy dollars and zero cents (\$3,570.00).

**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 Eight 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 Eight 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 Eight 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 May 2023.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**TASK ASSIGNMENT NUMBER EIGHT 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 WATERMAIN EXTENSION ON SE MAGNOLIA LOOP**

THIS TASK ASSIGNMENT NUMBER EIGHT is made and entered into this \_\_\_\_\_ day of May 2023, 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. 2021-183 (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 related to the watermain extension on SE Magnolia Loop, and the City desires to enter into this Task Assignment Number Eight 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 Eight.

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 *Engineering Proposal for Watermain Extension on SE Magnolia Loop*, that was provided by Consultant and a copy of which is attached hereto and made a part of this Task Assignment Number Eight.

3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant for its services a not-to-exceed fee of three thousand five hundred seventy dollars and zero cents (\$3,570.00). 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. Should any term or condition of the documents referenced herein conflict with a term or condition of the Continuing Contract the term or condition of the Continuing Contract shall prevail and be binding.

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 Eight, 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. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachment hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number Eight may only be

amended, supplemented, modified, or canceled by a duly executed written instrument.

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

*[Remainder of this page intentionally left blank. Signature page to follow.]*

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Task Assignment Number Eight 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: \_\_\_\_\_  
Thomas J. Kennon, III,  
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](http://www.nfps.net)

April 27, 2023

Brian Scott, Director of Distribution/Collections  
City of Lake City  
692 SW Saint Margarets Street  
Lake City, FL 32025  
[scottb@lcfia.com](mailto:scottb@lcfia.com)

**SUBJECT: Engineering Proposal for Watermain Extension on SE Magnolia Loop**

Dear Brian,

North Florida Professional Services, Inc. (NFPS) would like to thank you for allowing us the opportunity to provide you with a proposal for professional engineering services for the proposed watermain extension on SE Magnolia Loop. The project scope includes preparing construction plans to extend the existing 6" watermain along SE Magnolia Loop approximately 800 LF to SE Sycamore Terrace and the permit application. An itemized breakdown of our proposed engineering services is provided below.

**SCOPE OF SERVICES**

Design:

NFPS will develop schematic utility construction plans compliant with the current City of Lake City Utility Standards utilizing the information provided by the Owner. Plans to include:

1. General notes/ details
2. Plan view of watermain extension with connections

Permitting:

NFPS will develop the following permit applications and necessary supporting documentation, as well as represent the Owner with communications and/or attend necessary meetings with permitting agencies.

1. Florida Department of Environmental Protection (FDEP) watermain extension permit application and review process

Construction Administration:

1. Review record drawings and as-built surveys provided by Owner
2. Certify testing results provided by the Owner

Deliverables:

1. Signed/ Sealed Construction Plans

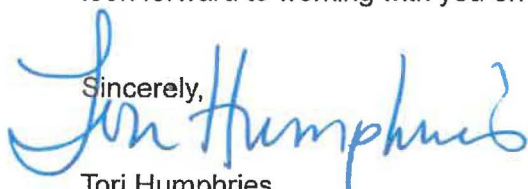
Assumptions and Exclusions:

- It is assumed the City of Lake City will perform all required construction.
- It is assumed the City of Lake City has qualified staff to perform the construction, monitor the construction progress and perform the required testing.
- Any and all permit fees are not included.
- NFPS does not guarantee permit approvals.

- Bid documents and specifications are not included.
- Any item not listed is excluded.

NFPS proposes to provide the above-listed services for a lump sum fee of \$3,570. We are prepared to begin the above-listed services as soon as May 8, 2023 and will commence with all accepted services upon execution of a written Agreement. This proposal will expire on August 3, 2023.

If you need to discuss the proposal further, please contact me at your earliest convenience. We look forward to working with you on this exciting project.

Sincerely,  


Tori Humphries  
Project Manager

\_\_\_\_\_  
*Owner's Signature of approval*

\_\_\_\_\_  
*Date*