

CITY COUNCIL RESOLUTION NO. 2023-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT TWO WITH PASSERO ASSOCIATES, LLC, FOR THE PROFESSIONAL ENGINEERING DESIGN SERVICES, BIDDING ASSISTANCE, AND ONE SITE INSPECTION FOR REMOVAL OF TREE OBSTRUCTION DEBRIS AT THE APPROACH OF RUNWAY 28 AT THE LAKE CITY GATEWAY AIRPORT; PROVIDING FOR A TOTAL COST NOT-TO-EXCEED \$10,930.00; 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. 2022-091 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 Two to its Continuing Contract with Passero for services related to the professional engineering design services, bidding assistance, and one (1) site inspection for the removal of tree obstruction debris at the approach of Runway 28 at the Lake City Gateway Airport for a total cost not to exceed ten thousand, nine hundred thirty dollars and zero cents (\$10,930.00), in accordance with the terms and conditions of Task Assignment Two, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Two"), 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 Two.

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 Two 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 Two 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 Two 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 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 TWO TO THE CONTINUING CONTRACT
BETWEEN THE CITY OF LAKE CITY, FLORIDA AND PASSERO
ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED
TO THE PROFESSIONAL ENGINEERING DESIGN SERVICES,
BIDDING ASSISTANCE, AND ONE SITE INSPECTION FOR
REMOVAL OF TREE OBSTRUCTION DEBRIS AT THE APPROACH
OF RUNWAY 28 AT THE LAKE CITY GATEWAY AIRPORT**

THIS TASK ASSIGNMENT TWO is made and entered into this ____ day of _____ 2023, 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 22, 2022, for professional consulting services as authorized by City Council Resolution No. 2022-091 (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 professional engineering design services, bidding assistance, and one (1) site inspection for the removal of tree obstruction debris at the approach of Runway 28 at the Lake City Gateway Airport, and desires to enter into this Task Assignment Two with Consultant for related services pursuant to the terms and conditions included herein and the Consultant's *Supplemental Agreement 23-25 Obstacle Removal Lake City Gateway Airport, Lake City, Florida* (hereinafter "Supplemental Agreement 23-25"), 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 Two.

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 ten thousand, nine hundred thirty dollars and zero cents (\$10,930.00).

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 Two, including reasonable attorneys' fees.

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

7. **PARTIES BOUND.** This Task Assignment Number Two 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.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Two 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

ATTEST:

PASSERO ASSOCIATES, LLC

By: _____
Angela Witt,
Contracts Administrator

By: _____
Bradley Wente
Vice President

Supplemental Agreement 23-25
Obstacle Removal
Lake City Gateway Airport, 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 22, 2022, 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, 3524 East US Highway 90, Lake City, Florida, 32055

Project Description: During the April 2022 Airport Inspection, several trees were identified as unsafe obstructions located in the approach of Runway 28. The trees have since been removed, however, the remaining piled vegetation must either be removed or mulched into small pieces. Once the mulching is completed, grass seeds will be spread to establish a manageable ground cover. Passero Associates will provide Professional Engineering Design services, bidding assistance and one (1) site inspection for removal of tree obstruction debris at the approach end of Runway 28.

Scope of Basic Services: Professional Civil Engineering Services, Bidding Assistance and Site Inspection (Attachment A-1: Scope of Work).

Scope of Special Services: None

City Manager: Mr. Paul Dyal

City Project Coordinator: Mr. Dee Johnson, Interim Assistant City Manager

PA Program Manager: Mr. Bradley Wentz

PA Project Manager: Ms. Leona Lewis

Basic Services Compensation: Not-to-Exceed: \$ 10,930.00

Special Services Compensation: NA

Total Project Cost (See Attachment A-1: Schedule B): Not-to-Exceed: \$ 10,930.00

Schedule: See Attachment A-1

Meetings: NA

Deliverables: See Attachment A-1

"Client" - City of Lake City

By: _____

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

ATTEST:

BY: _____

Name, (Title)

Date: _____

"Consultant" - Passero Associates, LLC

By: _____

Bradley Wentz, Vice President
Typed Name, (Title)

ATTEST:

BY: _____

Angela Witt, Grant and Contracts
Name, (Title)

Date: _____

Attachment A-1: Obstacle Removal
Lake City Gateway Airport, Lake City, Florida

I. Project Description

During the April 2022 Airport Inspection, several trees were identified as unsafe obstructions located in the approach of Runway 28. The trees have since been removed, however, the remaining piled vegetation must either be removed or mulched into small pieces. Once mulching is complete, grass seeds will be spread to establish a manageable ground cover. Passero Associates will provide Professional Engineering design services bidding assistance, and one (1) site inspection for removal of tree obstruction debris at the approach end of Runway 28.

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following basic services to assist the City of Lake City (City):

A. Joint Automated Capital Improvement Program (JACIP) and FAA Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) Assistance

The Consultant shall assist the City in the update to the Airport JACIP in the following areas:

1. Update the JPM with Engineer's certifications of plans and specifications.
2. Upload plans and specifications into JPM.
3. Assist City in uploading signed task orders and third-party agreements.
4. Create "Non-Rule making Airport" (NRA) case on FAA OE/AAA site for FAA review of the project construction.

B. Design & Bid Documents Phase:

1. Prepare and finalize the plans for the on-airport obstruction (tree) debris removal/mulching and seeding. This includes one (1) site inspection for data collection.
2. Prepare final construction plan, supplemental documents such as access and phasing plans, etc.
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 bid / contract agreements and technical specifications.
6. Submit advance final documents to the City and to the FDOT for review and comment.
7. Reproduce copies of the bid documents which include plans, specifications, access and phasing plans, etc., as needed. These documents will be supplied directly to the City for advertisement.

C. Bid Phase:

The services included under this Phase shall generally consist of:

1. Consultant will assist the City with the legal advertisement of the project.
2. Questions from potential bidders will be directed to Consultant and answered by addendum (if required).

3. Consultant will review the bids received for conformance with the contract documents. Consultant will review the contractor's personnel, equipment lists (as applicable), and references to verify the contractor's qualifications and financial responsibility.
4. Consultant will prepare bid tabulation for the City.
5. Consultant shall make a recommendation of award or rejection of bids, as appropriate, to the City.
6. Consultant will prepare conformed copies of the construction Contract and Notice of Award form, and coordinate execution of both documents.
7. Consultant will review the contractor-executed documents with the City prior to execution by the City. After the contracts have been executed by the City, the Consultant will assist in distributing copies of the contracts to the contractor, FDOT, and FAA, as needed.
8. Consultant will coordinate the transmittal of the Notice to Proceed to the contractor.

D. Construction Phase:

The services included under this Phase shall generally consist of:

1. Consultant will conduct one (1) punch list site inspection at construction completion.

III. Exclusions

Except as provided in Section II, this project does not include any other form of services. This project does not include the following:

- ◇ Permitting, including water management district environmental resource permits.
- ◇ Environmental Assessment or review
- ◇ Land acquisition services
- ◇ Owner negotiation services (to remove trees) [this service performed by City staff]
- ◇ Wetland delineation.
- ◇ Preparation of additional related Design, Construction Plans, and Specifications.
- ◇ Other special services that may be desired or requested (such as environmental studies, traffic study or other special studies, etc.).

Additional Services that may be required during the life of the project, shall be performed, as agreed upon by the City and Consultant, and as approved, in writing, by the City prior to such services being rendered or performed.

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 shall have the right to rely on this data and Passero is not responsible for data that is not provided for in the course of this Agreement.

End of Scope of Services