

CITY COUNCIL RESOLUTION NO. 2022-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT ONE WITH PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES FOR THE REALIGNMENT OF TAXIWAY C AT THE LAKE CITY GATEWAY AIRPORT; PROVIDING FOR A TOTAL COST NOT-TO-EXCEED \$221,200.00; 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 One to its Continuing Contract with Passero for services related to the realignment of Taxiway C and the rehabilitation of the transient apron and taxilanes at the Lake City Gateway Airport at a total cost not to exceed ninety-two thousand two hundred dollars and zero cents (\$221,200.00), in accordance with the terms and conditions of Task Assignment One, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment One"), 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 One.

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 One 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 One 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 One 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 September 2022.

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 ONE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE REALIGNMENT OF TAXIWAY C AT THE LAKE CITY GATEWAY AIRPORT

THIS TASK ASSIGNMENT ONE is made and entered into this ____ day of _____ 2022, 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 (hereinafter 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 realignment of Taxiway C and the rehabilitation of the transient apron and taxilanes at the Lake City Gateway Airport and desires to enter into this Task Assignment One with Consultant for related services pursuant to the terms and conditions included herein and the Consultant's *Supplemental Agreement No. 21-21R* (hereinafter "Supplemental Agreement 22-23R"), 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 One.

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 two hundred twenty-two thousand two hundred dollars and zero cents (\$221,200.00).

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 One, including reasonable attorneys' fees.

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number One 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: _____
Bradley Wente
Vice President

City of Lake City



Lake City Gateway Airport (LCQ)

Taxiway C Realignment and Rehabilitate Transient Apron & Taxilanes

Grant Administration, Bid Phase, Construction
Administration and Resident Observation Services

By

Passero Associates, LLC

(Passero Project No. 20070044.023R)

Supplemental Agreement 22-23R

Supplemental Agreement 22-23R
Taxiway C Realignment and Rehabilitate Transient Apron & Taxilanes
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: Professional services for the Taxiway C Realignment and Rehabilitate Transient Apron & Taxilanes construction project involves programming, grant administration, bidding, construction administration and full-time construction observation and quality assurance material testing services.

Scope of Basic Services: Grant Administration & Project Management, Bid Phase, Construction Administration and Resident Observation. (See Attachment A: Scope of Services)

Scope of Special Services: Quality Assurance Material Testing

Client Manager/Project Coordinator: Mrs. Florence Straugh, Airport Manager

PA Program Manager: Mr. Brad Wentz, P.E

PA Project Manager: Mr. Stan Price, P.E.

<u>Basic Services Compensation and Method of Payment:</u>	Not-to-exceed	\$193,385.00
<u>Special Services Compensation and Method of Payment:</u>	Not-to-Exceed	\$27,815.00
<u>Total Project Cost:</u>	Not-to-Exceed:	\$221,200.00

Schedules and Meetings: See Attachment A – Scope of Work

1. Pre-Bid Meeting
2. Pre-Construction Meeting
3. Construction Progress Meeting
4. Substantial Completion Meeting
5. Final Walk-Through Meeting

Deliverables: See Attachment A – VI. Deliverables

"Consultant"

Passero Associates, LLC

BY: _____

Brad Wentz, P.E., Vice President
Typed Name, Title

ATTEST:
BY: _____

Angela Witt, Grants/Contracts Administrator
Name, Title

Date: _____

"Sponsor"

City of Lake City

BY:  _____

Stephen M. Witt, Mayor
Typed Name, Title

ATTEST:
BY:  _____

Audrey E. Sikes, City Clerk
Name, Title

Date: _____

Schedule A - Scope of Work

**Taxiway C Realignment and Transient Apron and Taxilane Rehabilitation
(Bidding, Construction Administration, Resident Project Representative and Quality Assurance
Material Testing)**

Lake City Gateway Airport (LCQ), Lake City, Florida

I. Project Description

Schedule A: The proposed project will consist of the removal and reconstruction of that portion of Taxiway C between Taxiway A and Runway 10-28 at Lake City Gateway Airport. Project elements include pavement and electrical demolition, earthwork excavation, embankment and grading, subbase and limerock base installation, P-401 bituminous paving, pavement marking, relocation and/or new airfield lighting and signage, topsoiling, turfing and overall site restoration.

Schedule B1 and C: The proposed project consists of rehabilitation of transient apron and taxilane pavement at Lake City Gateway Airport. Project elements consist of bituminous pavement milling and full depth pavement removal, P-401 bituminous overlay, new taxiway fillet construction, pavement marking, demolition and installation of aircraft tie down locations for approximately 28,000 square yards of apron and 6700 square yards of existing taxilanes, relocation and/or new airfield edge lighting and signage, removal and installation of new aircraft tie down anchors, topsoiling, turfing and overall site restoration.

Schedule B2: The proposed project consists of rehabilitation of taxilane pavement between existing T-hangars. Project elements consist of 7,725 square yards of bituminous pavement milling, FDOT 334 SP-12.5 bituminous overlay, and new pavement marking. [Note: Schedule B2 CA/RPR services are not included in this proposal. If Schedule B2 is awarded by the City, the Consultant shall negotiate a separate Work Authorization for the CA/RPR effort].

The estimated construction cost of Schedules A, B1, and C is \$1.9 million dollars. The construction contract time is 135 calendar days.

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following basic services to assist the City of Lake City (City) with the grant administration, project management, public advertisement and bidding, construction, and closeout phase of the Taxiway C Realignment and Transient Apron and Taxilane Rehabilitation project.

A. Grant Administration and Project Management Phase:

The Consultant shall assist the City with FAA and FDOT during the bid, award and construction phase. The Consultant shall prepare the required paperwork to secure funds for the Project. The specific services to be provided or furnished for this Phase are the following:

1. Consultant shall prepare the FAA grant application package and coordinate its execution by the City and submission to FAA.
2. Consultant shall coordinate the Engineer's opinion of probable costs for design and construction with existing input in the JACIP
3. Consultant shall sign, stamp, and upload the Engineer's certifications of plans and specifications to JACIP.
4. Consultant shall upload plans and specifications into JPM.
5. Consultant shall create "Non-Rule making Airport" (NRA) case on FAA OE/AAA site for FAA review of the project construction.

6. Consultant shall provide continued coordination so that Project schedules are met for each phase of work included in this contract. Phases of design are dependent upon timely document.

B. Bid Phase (This service was not included in Design Phase)

1. Consultant will assist the City prepare the legal advertisement of the project. The bid schedule and bid documents will be posted on the City's Procurement website. The Plan Rooms specified in the advertisement will be provided with electronic copies of these documents.
2. Questions from potential bidders will be directed to the City's Procurement department and answered by addendum.
3. Consultant and City will schedule and hold a pre-bid conference at least ten (10) days prior to the scheduled bid opening. The meeting's attendance log will be published on the City's procurement website.
4. Consultant shall prepare addenda, as required, based on Contractor questions, and requested clarifications. The addenda shall be issued to City Procurement department and published on City's procurement website.
5. Consultant will review the bids received for conformance with the contract documents. Consultant will review the contractor's personnel, equipment lists, and references to verify the contractor's qualifications and financial responsibility.
6. Consultant will prepare a bid tabulation for the City and make a recommendation of award or rejection of bids, as appropriate, to the City.
7. Consultant will prepare conformed copies of the construction Contract and Notice of Award form, and coordinate contractor execution of both documents.
8. 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 the City in distributing copies of the contracts to the contractor and FAA, as needed.
9. Consultant will coordinate the transmittal of the Notice to Proceed to the contractor, if requested by the City.

C. Construction Administration Phase

The Consultant will provide construction administration services for the construction duration plus pre-construction and project closeout to assist the City during the construction phase of the project. The following services shall be included:

1. Consultant shall assist the City in managing the technical and administrative components of the project.
2. Consultant shall provide consultation and advice to the City during construction, including the holding of a pre-construction conference, attendance at construction coordination meetings and other meetings required during construction. Prepare, review, and distribute minutes of these meetings, if applicable.
3. Consultant shall review contractor submittals, such as construction schedules and phasing schedules, shop drawings, product data, catalog cuts, and samples, for conformance with the construction contract requirements. Consultant shall maintain a submittals log.
4. Consultant shall review, with the City, alternative construction methods proposed by the contractor, as applicable.
5. Consultant shall review and process supplemental drawings and change orders necessary to properly execute the work within the intended scope and to accommodate changed field conditions.
6. Consultant shall interpret the technical requirements of the bid documents for the City.
7. Consultant shall review and furnish the City one reproducible set of the record drawings (to be completed by the contractor) for the completed project.
8. Consultant shall participate in the pre-final and final inspections of the completed project with City and Airport personnel, the FAA, and the contractor.

D. Resident Observation Phase

The Consultant will provide construction observation services eight (8) hours per day Monday through Friday for a 135-day construction contract time. Additionally, pre-construction (7+ calendar days) and project closeout (7+ calendar days) time is included to assist the city during the initial and closeout portion of the project. This Phase is field-based, and the Consultant shall provide construction observation support by an engineer, resident project representative or supporting professional staff. The following services shall be included:

1. Consultant shall provide full-time observation and monitoring. Full-time observation and monitoring are defined as one resident project representative during day-time work shifts, working 8 hours per day.
2. During critical work phases, such as during the paving operation or night-time work, the Consultant shall supplement full-time construction observation with additional staff to observe the work.
3. Consultant shall provide project updates to the City and airport staff, as requested throughout the life of the project.
4. Consultant shall report regularly to the City pertaining to the construction progress and, based on on-site observations, its compliance to the project plans and specifications.
5. Maintain a project record in accordance with the requirements of the FAA for aviation capital improvement projects.
6. Prepare and submit reports of construction activity observed as required by the City and FAA.
7. Prepare, review, and approve monthly and final payments to the contractor.
8. Coordinate all Quality Assurance testing.
9. Compile all testing results, reports and records required for project and grant closeout, as applicable.

III. Special Services – Quality Assurance Material Testing

- A. The Consultant shall conduct Quality Assurance (QA) material testing for earthwork, limerock base, and P-401 bituminous paving, subcontracting for outside field, laboratory and/or shop tests of construction materials, as required by the plans and specifications.

IV. Clarification of Responsibility

The Client acknowledges that the Contractor, in accordance with the Contract Documents, is solely responsible for the completion of the Project in a quality and timely manner. Passero Associates' (Consultant's) construction-phase work tasks for the Project are limited to those specified in this Scope of Work.

The Client acknowledges that at no time will Passero Associates' responsibilities include supervision or direction of the actual work by the Contractor or its employees, subcontractors, or suppliers.

The Client acknowledges that the Contractor is aware that neither the approval of contractor shop drawings nor the presence of Passero field representatives nor the observation of the work by Passero representatives shall excuse the Contractor in any way from defects discovered in the Work.

The Client acknowledges that the Contractor is responsible for project site safety. Passero staff will not control, direct or be responsible for construction means, methods, techniques, sequences (other

than specified in the Construction Phasing Plan) or procedures in connection with the Contractor's work.

V. Meetings, Presentations and Deliverables

Passero Associates will prepare for and attend the following meetings:

1. Pre-Bid Meeting
2. Pre-Construction Meeting
3. Construction Progress Meeting
4. Substantial Completion Meeting
5. Final Walk-Through Meeting

VI. Deliverables

1. Pre-Bid Meeting Presentation
2. Bid Addenda
3. Bid Tabulation and Recommendation of Award
4. Contractor Pay Application Assistance (and necessary support for DBE participation, certified payrolls, etc.)
5. Continuing project coordination, administration, and progress meetings.
6. Monthly project status updates (as requested).
7. Preparation and distribution of As-Built (Records) Drawings and Airport Layout Plan revisions.
8. Project Test Report and Grant Closeout Documents.

End of Scope of Services

Schedule B
Passero Associates, LLC
Consultant Services Fees and Costs

Airport: Lake City Gateway Airport
Project: Taxiway C Realignment; Taxilane and Transient Apron Rehabilitation
PA Project No: 20070044.023R

Prepared By: B. Wentz

Project Tasks:	Employee Classifications						Direct Salary Task Totals
	Principal / Partner	Sr. Project Manager	Project Engineer	Staff Engineer	Grants Adminstr.	Sr. Owner Rep.	
A Grant Administration and Project Management Phase							
A1 Grant Administration	4	4			24		\$ 1,276.00
A2 Prepare and Submit OE/AAA Airspace Case		2		4			\$ 320.00
A3 Project Management (Bidding to Final Closeout)		24			8		\$ 2,232.00
B BIDDING PHASE							
B1 Advertise and Plan Holder Coordination		1			24		\$ 661.00
B2 Prepare and Attend Pre-Bid Meeting		8		8			\$ 980.00
B3 Create and Publish Addendum		2		12	4		\$ 716.00
B4 Prepare Bid Tabulation & Attachments		2		6	2		\$ 443.00
B5 Recommendation of Award & NTP Letter		4		4	2		\$ 538.00
C CONSTRUCTION ADMINISTRATION							
C1 Weekly Progress Meeting (1/week = 19 each)				152			\$ 5,700.00
C2 Shop Drawing Review / RFI Response		4	12	16	8		\$ 1,837.00
C3 Alternative Construction Methods		2	4	8			\$ 705.00
C4 Clarifications/Supplemental Drawings		2	4	16	4		\$ 1,101.00
C5 Review Pay Application / Change Orders		4		24	4		\$ 1,336.00
C6 Final Walk-through Inspections				8			\$ 300.00
D RESIDENT OBSERVATION (FULL TIME)							
D1 Project Start up & Closeout (1 week total)						40	\$ 1,700.00
D2 Full Time (96 CD* @ 8 hrs/CD)						768	\$ 32,640.00
D3 Supp. Night time Work (22 CD* @ 8 hrs/CD)				176			\$ 6,600.00
* assumes 5 days/work week for duration of 135 day contract = 96 days							
Total Hours:	4	59	20	434	80	808	1,405
Hourly Rate (2022):	\$ 90.00	\$ 85.00	\$ 58.75	\$ 37.50	\$ 24.00	\$ 42.50	
Total Labor Cost:	\$ 360.00	\$ 5,015.00	\$ 1,175.00	\$ 16,275.00	\$ 1,920.00	\$ 34,340.00	\$ 59,085.00

Direct Non-salary Expenses:		Total Hours:	1,405
Travel: Number of Trips (19+96)	115	Total Direct Salary Costs:	\$ 59,085.00
Travel: Mileage per Round Trip (St Aug to Lake City)	200	Overhead (% of Direct Labor Costs):	164.50% \$ 97,194.83
Travel: Cost per Mile	\$ 0.59	Total Labor Cost:	\$ 156,279.83
Total Travel Costs:	\$ 13,455.00	Fixed Fee (% of Total Labor Costs):	15.0% \$ 23,441.97
Per Diem: Number of Days	0	Subtotal:	\$ 179,721.80
Per Diem Rate	\$ -	Total Direct Non-salary Expenses:	\$ 41,520.00
Total Per Diem Costs:	\$ -	Total (Labor, OH, Fixed Fee & Expenses):	\$ 221,241.80
Reproduction / Mailing	\$ 250.00	SAY:	\$ 221,200.00
Specialty Service - (Topo Survey Validation)	\$ -		
Specialty Service - (QA Material Testing)	\$ 27,815.00		
Miscellaneous Expenses	\$ -		
Total Direct Non-salary Expenses	\$ 41,520.00		