

CITY COUNCIL RESOLUTION NO. 2023-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER SIX TO THE CONTINUING CONTRACT WITH NORTH FLORIDA PROFESSIONAL SERVICES, INC., PROVIDING FOR ENGINEERING SERVICES RELATED TO THE REPAVING OF SW MONTGOMERY AVENUE; PROVIDING FOR PAYMENT FOR THE PROFESSIONAL SERVICES AT A COST NOT TO EXCEED \$56,000.00; 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 constructions 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 Six to its Continuing Contract with NFPS for engineering services related to the repaving of SW Montgomery Avenue, pursuant to the terms and conditions of Task Assignment Number Six, a copy of which is attached hereto and made a part of this resolution, and the Continuing Contract at a cost not-to-exceed fifty-six thousand dollars and zero cents (\$56,000.00).

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 Six 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 Six 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 Six 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 April 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 SIX 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 REPAVING OF SW MONTGOMERY AVENUE

THIS TASK ASSIGNMENT NUMBER SIX is made and entered into this _____ day of April 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 repaving of SW Montgomery Avenue, from Duval Avenue (US 90) to Baya Avenue, approximately 600 +/- two lane roadway, and the City desires to enter into this Task Assignment Number Six 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 Six.

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*, that was provided by Consultant and a copy of which is attached hereto and made a part of this Task Assignment Number Six.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant for its services a not-to-exceed fee of fifty-six thousand dollars and zero cents (\$56,000.00). 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 Six, 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 Six may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

**TASK ORDER
FOR SW MONTGOMERY AVENUE REPAVING**

Exhibit A

Survey

Horizontal Project Control – includes researching datum records and existing maps, collecting field data on existing monumentation and maintained limits, establishing horizontal control points that are referenced to state plane coordinates and establishing a baseline of survey.

Vertical Project Control – includes researching vertical datum records and benchmark information and establishing vertical control points that are referenced to NAVD datum.

Topography / DTM (3D) – includes the field survey work required to pick up existing topographical features and ground points. Also includes the file processing required to create proper topographic symbology and a digital terrain model of the existing ground surface.

Underground Utility locates – includes the analysis of existing information regarding existing utility facilities in the project area, coordination with locate services and field survey work to collect location information on designated lines and VVH holes.

R/W Data – includes researching existing maps and deeds, the field work to locate existing monumentation and fences and measurements to prepare parcel sketches.

QA/QC – includes continuous quality control checks by front-line supervisors and internal peer review by our senior PSM's.

Supervision – includes making assignments, directing daily activities, providing guidance to field crews and office staff.

Coordination – communication and action planning with owners, Design staff and stakeholders.

Geotechnical Analysis

Soil Borings - collect soil borings to check for unsuitable soils.

Roadside Analysis

Typical Section analysis and selection – includes the review of the existing lane and shoulder widths, front slopes, traffic data and functional classification of the roadway. Analysis of this data and an understanding of the projected future use will result in the creation of a proposed Design Speed and typical section for the project.

Pavement Design analysis and selection – includes the collection of traffic loading data (including projected traffic for the design service year) and modulus numbers for the subgrade soils. Using this information, a required structural number will be established and a pavement design will be prepared in accordance with the *FDOT Flexible Pavement Design Manual*. For the paving of low volume local roads, some of this information is not readily available and overlays will be established using engineering judgement and thickness of adjacent pavements.

TASK ORDER FOR SW MONTGOMERY AVENUE REPAVING

Evaluation of Critical Design Elements – includes an analysis of the design speed, lane widths, shoulder widths, bridge widths, horizontal alignment, superelevation, vertical alignment, grade, stopping sight distance, cross slope and clear recovery area. These design criteria for these elements will be established and met if feasible. When constraints prevent the criteria from being met, mitigation features will be utilized and exceptions prepared.

Evaluation of cross drains – includes the evaluation of existing surface water flow patterns and the need for cross drain structures.

Evaluation of side drains and ditches – includes the evaluation of existing surface water flow patterns and the need for side drain structures. Existing side drains will be evaluated for condition, horizontal clearance requirements, capacity, and safety treatments for the pipe ends. New side drains will be sized and added as required to maintain lateral flow.

Quantities / Cost Estimates – includes the calculation of quantities, the analysis of local market conditions in establishing realistic unit prices and an estimate of the total project construction cost. This estimate will be created at the concept stage and will be updated at Phase II plans and at final plans.

Field reviews – includes field reviews needed to collect information and to meet with utility representatives or local stakeholders.

Technical Meetings (City, FDOT, Reg. Agencies) – travel and time spent meeting with City staff, regulatory agencies, emergency responders and other stakeholders.

QA/QC – includes continuous quality control checks by front-line supervisors, internal peer review by our senior Engineers and constructability reviews by our senior CEI staff.

Supervision – includes making assignments, directing daily activities, providing guidance to designers and office staff.

Coordination – communication and action planning with owners, Design staff and stakeholders.

Roadway Plans Production

Key Sheet – preparation of the key sheet, in general conformance with the FDOT PPM, volume 2.

Typical Sections – preparation of typical sections, in general conformance with the FDOT PPM, volume 2.

Typical Section details – preparation of any required typical section details, in general conformance with the FDOT PPM, volume 2.

General Notes / Pay Item notes – preparation of the relevant notes and project specific pay instructions, in general conformance with the FDOT PPM, volume 2.

Plan/Profile sheets – preparation of the roadway plan sheets, in general conformance with the FDOT PPM, volume 2.

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Special details – preparation of any necessary special details that clarify instructions to the contractor, in general conformance with the FDOT PPM, volume 2.

Cross sections – preparation of roadway cross sections, in general conformance with the FDOT PPM, volume 2.

Temporary traffic control plans – preparation of the temporary traffic control plan for maintenance of traffic during construction, in general conformance with the FDOT PPM, volume 2.

Stormwater pollution prevention plans – preparation of a stormwater pollution prevention plan that follows the requirements of the Florida Erosion and Sediment Control Manual and in general conformance with the FDOT PPM, chapter 11.

QA/QC – includes continuous quality control checks by front-line supervisors, internal peer review by our senior Engineers and constructability reviews by our senior CEI staff.

Supervision – includes making assignments, directing daily activities, providing guidance to designers and office staff.

Utility Coordination

Identify Existing Utility Owners (UAOs) – includes calling in a Design Ticket to Sunshine 811 to establish utility owner contact information and to begin coordination of locating existing utilities.

Utility coordination / follow-up – includes discussion with utility owners regarding known conflicts and the resolution to those conflicts.

Supervision – includes making assignments, directing daily activities, providing guidance to designers and office staff.

Coordination – includes regular communication with UAO's and design staff to ensure that any known utility conflict is addressed.

Signing and Pavement Marking Analysis

Sign inventory and analysis – includes a field analysis of the need for signs on the project, based on current standards and proposed geometrics.

Quantities / Cost estimates – includes the calculation of quantities, the analysis of local market conditions in establishing realistic unit prices and an estimate of the total project construction cost. This estimate will be created at the concept stage and will be updated at Phase II plans and at final plans.

Supervision – includes making assignments, directing daily activities, providing guidance to designers and office staff.

Coordination – communication and action planning with owners, Design staff and stakeholders.

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Signing and Pavement Marking Plans Production

Key sheet – preparation of the key sheet, in general conformance with the FDOT PPM volume 2.

Summary of Pay Items – preparation of the key sheet, in general conformance with the FDOT PPM Volume 2.

General notes / Pay Item notes – preparation of the key sheet, in general conformance with the FDOT PPM Volume 2.

Plan sheets – preparation of the key sheet, in general conformance with the FDOT PPM Volume 2 and select FDOT Design Standards.

Special details – preparation of the key sheet, in general conformance with the FDOT PPM Volume 2 and select FDOT Design Standards.

QA/QC – includes continuous quality control checks by front-line supervisors, internal peer review by our senior Engineers and constructability reviews by our senior CEI staff.

Supervision – includes making assignments, directing daily activities, providing guidance to designers and office staff.

WHEN THE PROJECT CONSTRUCTION GETS FUNDED, THE FOLLOWING SERVICES WILL BE PROVIDED:

Bidding

Bid package preparation

Prepare Notice to Contractors and Project Advertisement

Pre-bid conference – IF REQUIRED

Receive/answer bidders questions

Prepare and issue written addenda

Review bids received

Award recommendation

Post Design Services

Provide support to CEI staff – includes being responsive to contractor questions and providing technical support during construction.

Prepare revisions as necessary – includes the preparation of any required plans revisions after the letting of the project.

Coordination - communication and action planning with owners, Design staff and stakeholders.