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**AGENDA**  
**CITY OF LAKE CITY**  
**City Council Regular Session**  
**February 3, 2014**  
**7:00 P.M. at City Hall**

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**PLEDGE OF ALLEGIANCE**

**INVOCATION** - Mayor Stephen Witt

1. **ROLL CALL**

2. **PROCLAMATIONS/PRESENTATION**

Target Representative, Mr. Brian Husebo, to present a national award to the Lake City Fire and Police Department for the "Best National Night Out" event held on October 31, 2013.

3. **MINUTES**

None

4. **APPROVAL OF AGENDA**

5. **APPROVAL OF CONSENT AGENDA**

None

6. **PERSONS WISHING TO ADDRESS COUNCIL**

Mr. Nick Patel and Mr. Harvey Campbell, TDC-Southside Sports Complex Contribution

***Open First Public Hearing for Fiscal Year 2013 Community Development Block Grant Program***

Powerpoint presentation-Ms. Martha Orthoefer, Senior Planner, North Central Florida Regional Planning Council followed by any comments or questions from the public.

***Close Public Hearing***

7. **PERSONS WISHING TO APPEAR THAT ARE NOT ON THE AGENDA**

8. **OLD BUSINESS**

None

9. **NEW BUSINESS**

A. RESOLUTIONS:

1. City Council Resolution No. 2014-005, if adopted, will declare certain property owned by the City to be surplus to its needs; and will authorize the City to sell such property at public auction pursuant to and in accordance with the provisions and requirements of Section 2-183 of the City Code.
2. City Council Resolution No. 2014-006, if adopted, will declare certain property owned by the City to be obsolete, non-serviceable or beyond economic repair and has no sale or salvage value; and will authorize the City to remove such property from the fixed assets.
3. City Council Resolution No. 2014-007, if adopted, will authorize the City to enter into Basic Contract for the provision of professional services with Tetra Tech, Inc., a Florida corporation, for engineering and consulting services.
4. City Council Resolution No. 2014-008, if adopted, will authorize the City to enter into Basic Contract for the provision of professional services with Jones Edmunds & Associates, Inc., a Florida corporation, for engineering and consulting services; and will terminate the Basic Contract previously entered into and authorized by City Council Resolution No. 2012-004.
5. City Council Resolution No. 2014-009, if adopted, will authorize the City to enter into Basic Contract for the provision of professional services with Hatch Mott MacDonald, LLC. a Florida limited liability company, for engineering and consulting services.

10. DEPARTMENTAL ADMINISTRATION

None

11. COMMENTS BY COUNCIL MEMBERS

12. ADJOURNMENT

9 A 1

**CITY COUNCIL RESOLUTION NO. 2014-005**

**A RESOLUTION DECLARING CERTAIN PROPERTY OWNED BY THE CITY TO BE SURPLUS TO ITS NEEDS; AND AUTHORIZING THE CITY TO SELL SUCH PROPERTY AT A PUBLIC AUCTION PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS AND REQUIREMENTS OF SECTION 2-183 OF THE CITY CODE.**

**WHEREAS**, the City Manager of the City of Lake City, Florida (“City”) has received from various departments of the City a detailed list of items of property described on Exhibit “A” attached hereto (the “Property”) which are no longer used by such department; and

**WHEREAS**, the City Manager has determined that no other department of the City has any use for the Property; and

**WHEREAS**, the City Manager submits to the City Council the Property listed on Exhibit A attached hereto and requests the City Council find such Property to be surplus to the needs of the City and authorize the Property to be disposed of as provided for herein; and

**WHEREAS**, the City Council finds that the Property is surplus to the needs of the City and that the value of the Property is greater than \$6,000.00 and should be sold only to the highest responsible bidder or bidders following proper publication of notice pursuant to Section 2-183 of the City Code or advertised on electronic medium during the time of publication of notice.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, as follows:**

**Section 1.** The above recitals are true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The Property described on Exhibit "A" is hereby declared surplus to the City's needs and following proper notice of publication shall be sold to the highest bidder or bidders, including GovDeals.com bidders.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**Mayor-Councilman**

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
**HERBERT F. DARBY**  
City Attorney

1/27/2014

FIXED ASSETS

ASSET #	G/L ACCT	DEPT.	DESCRIPTION	Vin/Serial Number	DATE PURCHASED	PURCHASE PRICE	ACCUMULATED DEPRECIATION
4036	166.45	120-521	2005 Chevrolet Impala	2G1WF55K459298851	2/28/2005	16,437.00	16,437.00
4036-1	166.45	120-521	Sirob Light and Mount		2/28/2005	1,472.00	1,472.00
2880	166.45	120-521	1997 Crown Victoria Ford	2FALP73W6VX159833	2/24/1997	19,303.00	19,303.00
2569	166.2	150-572	Generator 20ES & OT125 ATS	D950575497	8/14/1995	11,147.00	11,147.00
4037	166.45	120-521	2005 Chevrolet Impala	2G1WF55K459298123	2/28/2005	16,437.00	16,437.00
4037-1	166.45	120-521	Sirob Light and Mount		2/28/2005	1,472.00	1,472.00
2371	166.2	150-572	Trophy Case		7/27/1993	975.00	975.00
4063	166.45	120-521	2000 Ford Crown Victoria	2FAFP71W4YX163335	8/15/2005	5,500.00	5,500.00
N/A		120-521	1999 Ford Crown Victoria veh #173	2FAFP71W4XX162331	12/5/2006	3,601.00	n/a

RESOLUTION 2014-005 REQUEST TO SELL ON GOVDEALS

EXHIBIT "A"

9 A 2

**CITY COUNCIL RESOLUTION 2014-006**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, DECLARING CERTAIN PROPERTY OWNED BY THE CITY TO BE OBSOLETE, NON-SERVICEABLE OR BEYOND ECONOMIC REPAIR AND HAS NO SALE OR SALVAGE VALUE; AND AUTHORIZING THE CITY TO REMOVE SUCH PROPERTY FROM THE FIXED ASSETS.**

**WHEREAS**, various departments of the City of Lake City, Florida ("City") have submitted to the City Manager Fixed Asset Disposition Requests detailing list of items of property which are no longer used by such department and which have become obsolete and worn out or the continued use of which is uneconomical, inefficient and which serves no useful function; and

**WHEREAS**, the City Manager has determined that such property described on Exhibit A attached hereto, is obsolete, non-serviceable, beyond economic repair or has exhausted its useful life and no longer meets the needs of the City ("Disposed Property") and should be destroyed and all of such items removed from the Fixed Asset records of the City.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, as follows**

**Section 1.** The above recitals are true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The Disposed Property described on Exhibit "A" is hereby declared obsolete, non-serviceable, or beyond economic repair and has no sale or salvage value and all of such items shall be destroyed and removed from the Fixed Asset records of the City.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
AUDREY E. SIKES  
City Clerk

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney



EXHIBIT "A"

ATTACHED TO CITY COUNCIL RESOLUTION NO. 2014-006

DISPOSALS

Asset #	G/L Acct	Description	Vin/Serial Number	Acq Date	Cost
4175	166.2 112-513	Dell Lap Top	BOVNS81	12/21/2005	<u>\$2,948.510</u>

9A3

**CITY COUNCIL RESOLUTION NO. 2014-007**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO BASIC CONTRACT FOR THE PROVISION OF PROFESSIONAL SERVICES WITH TETRA TECH, INC., A FLORIDA CORPORATION, FOR ENGINEERING AND CONSULTING SERVICES.**

**WHEREAS**, the City of Lake City, Florida ("City") desires to engage the services of Tetra Tech, Inc. ("Tetra Tech") to provide the City with engineering and consulting services for City projects in accordance with the terms and conditions of a basic contract, copy of which is attached hereto as Exhibit "A" (the "Basic Contract"); and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recital is true and accurate and is hereby incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to enter into the Basic Contract with Tetra Tech for engineering and consulting services.

**Section 3.** The City Manager and City attorney are authorized to make such reasonable changes and modifications to the Basic Contract 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 the Basic Contract 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. Execution by the Mayor and Tetra Tech shall

be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

**BASIC CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, 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 TETRA TECH, INC., a Florida corporation, whose mailing address is 201 East Pine Street, Suite 1000, Orlando, Florida 32801 (herein referred to as "Consultant")

**RECITALS**

1. City desires to engage architects, engineers, surveyors and consultants to provide it with professional services 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 ("Airport"), City recreational facilities, City Hall, City safety facilities and streets, (herein collectively the "City Projects").

2. The City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (the "Act").

3. Pursuant to and in accordance with the provisions of the Act, the City has selected the Consultant to provide it with engineering and consultant services, when and as needed, and when and as requested by City, for any of the City Projects, and

desire to enter into this contract (the "Basic Contract" or "Contract") to establish procedures and provide for general terms and conditions whereby and under which such services shall be rendered and performed.

4. It is the intent of the parties that the Consultant shall perform services with respect to City Projects only when requested to and authorized in writing by City, and that each request for such 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 to be negotiated between City and Consultant and be defined by and embodied in a separate supplemental agreement (herein "Task Assignment") under the Basic Contract with each separate Task Assignment to be sequentially numbered beginning with Task Assignment Number One. Each Task Assignment shall include and shall incorporate in it all of the general provisions of the Basic Contract, together with such other terms and provisions as may be mutually agreed upon by the parties as to each Task Assignment.

5. The Basic Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform professional services to City when and as needed, but is subject to being terminated as provided for in this agreement.

6. Notwithstanding the date of the execution of this Basic Contract, it is agreed by City and Consultant that the effective date is February 3, 2014.

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 Basic Contract.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) **"CITY"** means the City Council of the City of Lake City, Florida, and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) **"CONSULTANT"** means the individual or firm offering professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and/or work of sub-consultant and sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all Task Assignments thereto.

(c) **"PROFESSIONAL SERVICES"** means all of the services, work, materials, and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and sub-contractors the Consultant may engage to provide, perform and complete the services required pursuant to

the covenants, terms and provisions of this Contract and any and all Task Assignments thereto.

(d) "**SUB-CONSULTANT**" means any individual or firm offering professional services which is engaged by the Consultant or sub-consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Contract and any and all Task Assignments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant or any sub-sub-consultant.

(e) "**PARTIES**" means the signatories to this Contract.

3. **Engagement of Consultant**: City hereby engages Consultant to provide City with such consulting and engineering services with respect to any City Project, which, from time to time, City may request Consultant to perform.

4. **Consulting Services**: Consultant agrees to and shall render and perform such consulting and engineering services in accordance with the terms and conditions of this Basic Contract and all Task Assignments, when and as requested by City.

5. **Request for Specific Services**: Consultant shall perform no services to the City until specifically requested to do so by City. Each request for services to be rendered and performed by Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid

to Consultant for such separate project to be negotiated and agreed upon between City and Consultant and defined by and embodied in a separate Task Assignment to the Basic Contract. Each Task Assignment covering each separate project shall include all of the general provisions of this Basic Contract, together with such other terms and provisions mutually agreed upon by and between City and Consultant.

6. **Term of Contract:** This Basic Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform services to City when and as needed and requested by City, and shall be for a term of five (5) years unless sooner terminated as permitted and authorized herein.

7. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Consultant for its services within forty-five (45) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Consultant shall resolve any such dispute in a timely manner so that the proper amount of the invoice can then



be promptly paid.

8. **Insurance:** Consultant agrees to and shall procure and maintain insurance during the term of this Basic Contract as follows:

(a) Comprehensive general liability insurance covering as insured the Consultant and City with limits of liability of not less than \$1,000,000.00 for bodily injury or death to any person or persons and for property damage;

(b) Worker's compensation insurance for the benefit of the employees of Consultant, as required by the laws of the State of Florida;

(c) Professional liability insurance for "errors and omissions" covering as insured the Consultant with not less than \$1,000,000.00 limit of liability.

Before commencing any work under this Basic Contract, or any Task Assignment, Consultant shall furnish to City a certificate or certificates in form satisfactory to City showing that Consultant has complied with the requirements of insurance under this paragraph. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City and, as to insurance other than workers compensation and professional liability insurance, shall name City as an additional insured for City's vicarious liability resulting from the conduct of Consultant and other employed or utilized by Consultant in the performance of the services.

9. **Indemnity:** Consultant shall indemnify, and hold harmless the City and its officers, agents, and employees from and against all suits, actions, claims, damages,

costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Consultant or its agents, employees, or sub-contractors.

The Consultant is not required hereunder to indemnify and hold harmless City, its officers, agents, or employees, or any of them, from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Basic Contract.

Notwithstanding any other provisions of this Basic Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

10. **Liability:** The Consultant shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Consultant, or by any sub-consultant and/or sub-contractor engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Assignments thereto, and for any and all damages, losses, and expenses to the City caused by the Consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Assignments thereto. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and

professional consultation services, and attorney fees arising out of the Consultant's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-consultants and/or sub-contractors engaged by the Consultant during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Assignments thereto.

11. **Licenses**: The Consultant agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by Consultant pursuant to this Contract and any and all Task Assignments thereto.

12. **Personnel**: The Consultant agrees that when the services to be provided and performed under this Contract, or any Supplement Agreement thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that Consultant will employ and retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Assignments thereto.

13. **Timely Accomplishment of Services**: The timely and expeditious accomplishment and completion by the Consultant of all professional services provided pursuant to this Contract and any and all Supplement Agreements thereto or changes thereto, is of the essence. The Consultant agrees to employ, engage, retain, and/or

assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Assignments and changes thereto, will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout. In the event of a delay resulting from a cause not within the Consultant's control, the Consultant's time for performance shall be extended for a period equal to the delay.

14. **Standards of Professional Service**: The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Assignments or changes thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by Consultant for the City, and by any sub-consultant and/or sub-contractor engaged by the Consultant.

15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Basic Contract**: It is the intent and understanding of the parties to this Basic Contract and all Task Assignments, that each and every provision of law required to be inserted in this Basic Contract and all Task Assignments shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Basic Contract shall, upon application of either party, be amended

by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination**: The obligation to provide services under this Basic Contract or any Task Assignment hereunder may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant shall be paid on a prorated basis for services performed and which can be used in the project to the date on which the notice of termination is received by Consultant. Notwithstanding anything herein to the contrary in this Basic Contract or any Task Assignment thereto to the contrary, City shall have the absolute right and without cause to terminate this Basic Contract or any Task Assignment by giving Consultant thirty (30) days notice of such termination. Upon any such termination, Consultant shall be paid on a pro rata basis for all services performed to the date of such termination which are useable on any project, plus other necessary, unavoidable and reasonable expenses incurred by the Consultant as a result of such termination (such as canceling orders for equipment, material, or services).

17. **Independent Contractor**: It is understood and agreed that Consultant is an independent contractor with no express or implied authority to act for or to obligate the City, except as specifically provided for in this Basis Contract.

18. **Documents**: Original project documents prepared by Consultant under this Basic Contract and all Task Assignments are, and shall remain, the property of City,

and shall be delivered to City upon final completion or termination of the project covered by any specific Task Assignment. Original project documents shall include, but not be limited to, original mylar drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes and planning reports.

All documents including drawings and technical specifications prepared by Consultant pursuant to this Basic Contract and any specific Task Assignment are instruments of service in respect of the project and City shall have the right to use and reuse all such documents and to furnish others to use or reuse such documents on extensions of the project or any other project without the consent of Consultant. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at city's sole risk and without liability or legal exposure to Consultant.

**19. Approval of Plans and Documents by City Not Deemed Release:**

Approval of City of any plans, drawing, documents, specifications, or work prepared or provided by Consultant under this Basic Contract and any specific Task Assignment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; not shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings, and specifications or other documents prepared by Consultant, its employees, agents, sub-contractors or engineers.

20. **Notices**: All notices, requests, or demands herein provided to be given or made, or which may be given or made by either party to the other, shall be given or made only in writing and shall be deemed to have been duly given: (1) when delivered personally at the address set forth below, or to any agent of the party to whom notice is being given; or (ii) or on the date delivered when set via Overnight Mail, properly addressed and postage prepaid or by certified mail, return receipt requested. The proper address to which notices, requests, or demands may be given or made by either party shall be the address set forth below or to such other address or to such other person as any party shall designate. Such address may be changed by written notice given to the other party.

If intended for City to:

City Manager  
City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055  
1-386-752-2031

If intended for Consultant to:

Tetra Tech, Inc.  
201 East Pine Street, Suite 1000  
Orlando, Florida 32801

21. **Effective and Binding**: This Basic Contract and any specific Task Assignment shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

22. **Approval by Governmental Agencies:** With respect to certain City Projects, this Basic Contract and any and all Task Assignments thereto may be subject to the prior review and approval by the Federal Aviation Administration ("FAA"), Florida Department of Transportation ("FDOT"), Suwannee River Water Management District ("SRWMD"), Florida Department of Environmental Protection ("FDEP"), and other governmental regulatory agency, if appropriate, or if required by any federal or state laws, rules, or regulations. Each Task Assignment shall include and provide any and all provisions and requirements necessary to comply with FAA, FDOT, SRWMD, FDEP, and any other state or federal agency, laws, rules and regulations.

23. **Controlling Law:** This Basic Contract and all Task Assignments thereto is to be governed by the laws of the State of Florida. It is further agreed and understood that in the event of any dispute between the City and Consultant arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Basic Contract or any Task Assignment thereto, Columbia County, Florida, shall be the proper venue for filing any lawsuit with respect to any such disputes.

24. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the Basic Contract or any Task Assignment, the defaulting party shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Basic Contract or any Task Assignment, including reasonable attorneys' fees.

25. **Grant Funds:** It is anticipated that City may, from time to time, be awarded grants from various sources to pay or partially pay for consulting fees for certain City



Projects, as well as providing funds for the cost of any specific City Project. Consultant agrees to and shall abide by and be subject to all requirements, including limitations of its compensation, which may be imposed under any such grant awarded to City.

26. **Non-Exclusive Contract**: The parties hereto agree that this Basic Contract is non-exclusive and City has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if City and Consultant are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.

27. **Successors and Assigns**: Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Basic Contract or any specific Task Assignment without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder. Nothing under this Basic Contract shall be construed to give any rights or benefits in this Basic Contract to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to the Basic Contract will be for the

sole and exclusive benefit of City and Consultant and not for the benefit of any other party. It is understood and agreed that city shall have the absolute right, at the end of the term of this Basic Contract to employ other consulting firms after the termination of the Basic Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

28. **Special Provisions**: It is further mutually agreed by the parties hereto that Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Basic Contract, after Notice to Proceed has been given by City to commence services on any City Project identified in any Task Assignment.

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Basic Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Basic Contract.

Consultant shall also be specifically bound by and comply with the provisions of Section 119.0701, Florida Statutes, adopted and created by the Florida Legislature effective July 1, 2013, relating to public records.

29. **Entire Agreement**: This Basic Contract constitutes the entire agreement between City and Consultant and supercedes all prior written or oral understandings.

This Basic Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

30. **Parties Bound:** This Basic Contract shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

31. **Effective Date:** Notwithstanding the date of the execution of this Basic Contract, it is agreed by City and Consultant that the effective date is February 3, 2014.

IN WITNESS WHEREOF, the parties hereto have made and executed this Basic Contract as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print/type name)

By: \_\_\_\_\_  
STEPHEN M. WITT  
Mayor

\_\_\_\_\_  
\_\_\_\_\_  
(Print/type name)  
Witnesses as to City

ATTEST: \_\_\_\_\_  
AUDREY E. SIKES  
City Clerk

(SEAL)  
"CITY"

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print/type name)

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print/type name)  
Witnesses as to Consultant

TETRA TECH, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"CONSULTANT"

(Corporate Seal)

9 A 4

**CITY COUNCIL RESOLUTION NO. 2014-008**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO BASIC CONTRACT FOR THE PROVISION OF PROFESSIONAL SERVICES WITH JONES EDMUNDS & ASSOCIATES, INC., A FLORIDA CORPORATION, FOR ENGINEERING AND CONSULTING SERVICES; AND TERMINATING THE BASIC CONTRACT PREVIOUSLY ENTERED INTO AND AUTHORIZED BY CITY COUNCIL RESOLUTION 2012-004.**

**WHEREAS**, the City of Lake City, Florida ("City") desires to engage the services of Jones Edmunds & Associates, Inc., a Florida corporation ("Jones Edmunds") to provide the City with engineering and consulting services for City projects in accordance with the terms and conditions of a basic contract, copy of which is attached hereto as Exhibit "A" (the "Basic Contract"); and

**WHEREAS**, the City desires to terminate the previous basic contract authorized by City Council Resolution No 2012-004.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are true and accurate and are hereby incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to enter into the Basic Contract with Jones Edmunds for engineering and consulting services.

**Section 3.** The City Manager and City attorney are authorized to make such reasonable changes and modifications to the Basic Contract 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 the Basic Contract 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. Execution by the Mayor and Jones Edmunds shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**Section 4.** The previous basic contract authorized by City Council Resolution No. 2012-004 is hereby terminated.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

**BASIC CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, 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 JONES EDMUNDS & ASSOCIATES, INC., a Florida corporation, whose mailing address is 730 Northeast Waldo Road, Building A, Gainesville, Florida 32641 (herein referred to as "Consultant")

**RECITALS**

1. City desires to engage architects, engineers, surveyors and consultants to provide it with professional services 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 ("Airport"), City recreational facilities, City Hall, City safety facilities and streets, (herein collectively the "City Projects").

2. The City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (the "Act").

3. Pursuant to and in accordance with the provisions of the Act, the City has selected the Consultant to provide it with engineering and consultant services, when

and as needed, and when and as requested by City, for any of the City Projects, and desire to enter into this contract (the "Basic Contract" or "Contract") to establish procedures and provide for general terms and conditions whereby and under which such services shall be rendered and performed.

4. It is the intent of the parties that the Consultant shall perform services with respect to City Projects only when requested to and authorized in writing by City, and that each request for such 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 to be negotiated between City and Consultant and be defined by and embodied in a separate supplemental agreement (herein "Task Assignment") under the Basic Contract with each separate Task Assignment to be sequentially numbered beginning with Task Assignment Number One. Each Task Assignment shall include and shall incorporate in it all of the general provisions of the Basic Contract, together with such other terms and provisions as may be mutually agreed upon by the parties as to each Task Assignment.

5. The Basic Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform professional services to City when and as needed, but is subject to being terminated as provided for in this agreement.

6. Notwithstanding the date of the execution of this Basic Contract, it is agreed by City and Consultant that the effective date is February 3, 2014.



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 Basic Contract.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) **"CITY"** means the City Council of the City of Lake City, Florida, and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) **"CONSULTANT"** means the individual or firm offering professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and/or work of sub-consultant and sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all Task Assignments thereto.

(c) **"PROFESSIONAL SERVICES"** means all of the services, work, materials, and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and sub-contractors the Consultant

may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Contract and any and all Task Assignments thereto.

(d) "**SUB-CONSULTANT**" means any individual or firm offering professional services which is engaged by the Consultant or sub-consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Contract and any and all Task Assignments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant or any sub-sub-consultant.

(e) "**PARTIES**" means the signatories to this Contract.

3. **Engagement of Consultant**: City hereby engages Consultant to provide City with such consulting and engineering services with respect to any City Project, which, from time to time, City may request Consultant to perform.

4. **Consulting Services**: Consultant agrees to and shall render and perform such consulting and engineering services in accordance with the terms and conditions of this Basic Contract and all Task Assignments, when and as requested by City.

5. **Request for Specific Services**: Consultant shall perform no services to the City until specifically requested to do so by City. Each request for services to be rendered and performed by Consultant shall be in writing and shall be a separate

project with the scope of work requested to be performed and compensation to be paid to Consultant for such separate project to be negotiated and agreed upon between City and Consultant and defined by and embodied in a separate Task Assignment to the Basic Contract. Each Task Assignment covering each separate project shall include all of the general provisions of this Basic Contract, together with such other terms and provisions mutually agreed upon by and between City and Consultant.

6. **Term of Contract:** This Basic Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform services to City when and as needed and requested by City, and shall be for a term of five (5) years unless sooner terminated as permitted and authorized herein.

7. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Consultant for its services within forty-five (45) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Consultant shall resolve

any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid.

8. **Insurance**: Consultant agrees to and shall procure and maintain insurance during the term of this Basic Contract as follows:

(a) Comprehensive general liability insurance covering as insured the Consultant and City with limits of liability of not less than \$1,000,000.00 for bodily injury or death to any person or persons and for property damage;

(b) Worker's compensation insurance for the benefit of the employees of Consultant, as required by the laws of the State of Florida;

(c) Professional liability insurance for "errors and omissions" covering as insured the Consultant with not less than \$1,000,000.00 limit of liability.

Before commencing any work under this Basic Contract, or any Task Assignment, Consultant shall furnish to City a certificate or certificates in form satisfactory to City showing that Consultant has complied with the requirements of insurance under this paragraph. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City and, as to insurance other than workers compensation and professional liability insurance, shall name City as an additional insured for City's vicarious liability resulting from the conduct of Consultant and other employed or utilized by Consultant in the performance of the services.

9. **Indemnity**: Consultant shall indemnify, and hold harmless the City and its

officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Consultant or its agents, employees, or sub-contractors.

The Consultant is not required hereunder to indemnify and hold harmless City, its officers, agents, or employees, or any of them, from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Basic Contract.

Notwithstanding any other provisions of this Basic Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

10. **Liability**: The Consultant shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Consultant, or by any sub-consultant and/or sub-contractor engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Assignments thereto, and for any and all damages, losses, and expenses to the City caused by the Consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Assignments thereto. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits,

judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Consultant's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-consultants and/or sub-contractors engaged by the Consultant during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Assignments thereto.

11. **Licenses**: The Consultant agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by Consultant pursuant to this Contract and any and all Task Assignments thereto.

12. **Personnel**: The Consultant agrees that when the services to be provided and performed under this Contract, or any Supplement Agreement thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that Consultant will employ and retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Assignments thereto.

13. **Timely Accomplishment of Services**: The timely and expeditious accomplishment and completion by the Consultant of all professional services provided pursuant to this Contract and any and all Supplement Agreements thereto or changes

thereto, is of the essence. The Consultant agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Assignments and changes thereto, will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout. In the event of a delay resulting from a cause not within the Consultant's control, the Consultant's time for performance shall be extended for a period equal to the delay.

14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Assignments or changes thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by Consultant for the City, and by any sub-consultant and/or sub-contractor engaged by the Consultant.

15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Basic Contract:** It is the intent and understanding of the parties to this Basic Contract and all Task Assignments, that each and every provision of law required to be inserted in this Basic Contract and all Task Assignments shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or

substance, then this Basic Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination**: The obligation to provide services under this Basic Contract or any Task Assignment hereunder may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant shall be paid on a prorated basis for services performed and which can be used in the project to the date on which the notice of termination is received by Consultant. Notwithstanding anything herein to the contrary in this Basic Contract or any Task Assignment thereto to the contrary, City shall have the absolute right and without cause to terminate this Basic Contract or any Task Assignment by giving Consultant thirty (30) days notice of such termination. Upon any such termination, Consultant shall be paid on a pro rata basis for all services performed to the date of such termination which are useable on any project, plus other necessary, unavoidable and reasonable expenses incurred by the Consultant as a result of such termination (such as canceling orders for equipment, material, or services).

17. **Independent Contractor**: It is understood and agreed that Consultant is an independent contractor with no express or implied authority to act for or to obligate the City, except as specifically provided for in this Basis Contract.

18. **Documents**: Original project documents prepared by Consultant under this



Basic Contract and all Task Assignments are, and shall remain, the property of City, and shall be delivered to City upon final completion or termination of the project covered by any specific Task Assignment. Original project documents shall include, but not be limited to, original mylar drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes and planning reports.

All documents including drawings and technical specifications prepared by Consultant pursuant to this Basic Contract and any specific Task Assignment are instruments of service in respect of the project and City shall have the right to use and reuse all such documents and to furnish others to use or reuse such documents on extensions of the project or any other project without the consent of Consultant. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at city's sole risk and without liability or legal exposure to Consultant.

**19. Approval of Plans and Documents by City Not Deemed Release:**

Approval of City of any plans, drawing, documents, specifications, or work prepared or provided by Consultant under this Basic Contract and any specific Task Assignment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; not shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings, and specifications or other documents prepared by Consultant, its

employees, agents, sub-contractors or engineers.

20. **Notices:** All notices, requests, or demands herein provided to be given or made, or which may be given or made by either party to the other, shall be given or made only in writing and shall be deemed to have been duly given: (1) when delivered personally at the address set forth below, or to any agent of the party to whom notice is being given; or (ii) or on the date delivered when set via Overnight Mail, properly addressed and postage prepaid or by certified mail, return receipt requested. The proper address to which notices, requests, or demands may be given or made by either party shall be the address set forth below or to such other address or to such other person as any party shall designate. Such address may be changed by written notice given to the other party.

If intended for City to:

City Manager  
City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055  
1-386-752-2031

If intended for Consultant to:

Jones Edmunds & Associates, Inc.  
730 Northeast Waldo Road, Building A  
Gainesville, Florida 32641

21. **Effective and Binding:** This Basic Contract and any specific Task Assignment shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the

adoption of an official resolution.

22. **Approval by Governmental Agencies:** With respect to certain City Projects, this Basic Contract and any and all Task Assignments thereto may be subject to the prior review and approval by the Federal Aviation Administration ("FAA"), Florida Department of Transportation ("FDOT"), Suwannee River Water Management District ("SRWMD"), Florida Department of Environmental Protection ("FDEP"), and other governmental regulatory agency, if appropriate, or if required by any federal or state laws, rules, or regulations. Each Task Assignment shall include and provide any and all provisions and requirements necessary to comply with FAA, FDOT, SRWMD, FDEP, and any other state or federal agency, laws, rules and regulations.

23. **Controlling Law:** This Basic Contract and all Task Assignments thereto is to be governed by the laws of the State of Florida. It is further agreed and understood that in the event of any dispute between the City and Consultant arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Basic Contract or any Task Assignment thereto, Columbia County, Florida, shall be the proper venue for filing any lawsuit with respect to any such disputes.

24. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the Basic Contract or any Task Assignment, the defaulting party shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Basic Contract or any Task Assignment, including reasonable attorneys' fees.

25. **Grant Funds:** It is anticipated that City may, from time to time, be awarded

grants from various sources to pay or partially pay for consulting fees for certain City Projects, as well as providing funds for the cost of any specific City Project. Consultant agrees to and shall abide by and be subject to all requirements, including limitations of its compensation, which may be imposed under any such grant awarded to City.

26. **Non-Exclusive Contract**: The parties hereto agree that this Basic Contract is non-exclusive and City has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if City and Consultant are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.

27. **Successors and Assigns**: Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Basic Contract or any specific Task Assignment without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder. Nothing under this Basic Contract shall be construed to give any rights or benefits in this Basic Contract to anyone other than City and Consultant, and

all duties and responsibilities undertaken pursuant to the Basic Contract will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party. It is understood and agreed that city shall have the absolute right, at the end of the term of this Basic Contract to employ other consulting firms after the termination of the Basic Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

28. **Special Provisions:** It is further mutually agreed by the parties hereto that Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Basic Contract, after Notice to Proceed has been given by City to commence services on any City Project identified in any Task Assignment.

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Basic Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Basic Contract.

Consultant shall also be specifically bound by and comply with the provisions of Section 119.0701, Florida Statutes, adopted and created by the Florida Legislature effective July 1, 2013, relating to public records.

29. **Entire Agreement:** This Basic Contract constitutes the entire agreement between City and Consultant and supercedes all prior written or oral understandings.

including terminating the prior Basic Contract. This Basic Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

30. **Parties Bound:** This Basic Contract shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

31. **Effective Date:** Notwithstanding the date of the execution of this Basic Contract, it is agreed by City and Consultant that the effective date is February 3, 2014.

IN WITNESS WHEREOF, the parties hereto have made and executed this Basic Contract as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print/type name)

By: \_\_\_\_\_  
STEPHEN M. WITT  
Mayor

\_\_\_\_\_  
(Print/type name)  
Witnesses as to City

ATTEST: \_\_\_\_\_  
AUDREY E. SIKES  
City Clerk

(SEAL)  
"CITY"

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print/type name)

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print/type name)  
Witnesses as to Consultant

JONES EDMUNDS & ASSOCIATES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"CONSULTANT"

(Corporate Seal)

**CITY COUNCIL RESOLUTION NO. 2014-009**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO BASIC CONTRACT FOR THE PROVISION OF PROFESSIONAL SERVICES WITH HATCH MOTT MacDONALD FLORIDA, LLC., A FLORIDA LIMITED LIABILITY COMPANY, FOR ENGINEERING AND CONSULTING SERVICES.**

**WHEREAS**, the City of Lake City, Florida ("City") desires to engage the services of Hatch Mott MacDonald Florida, LLC. ("Hatch Mott") to provide the City with engineering and consulting services for City projects in accordance with the terms and conditions of a basic contract, copy of which is attached hereto as Exhibit "A" (the "Basic Contract"); and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recital is true and accurate and is hereby incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to enter into the Basic Contract with Hatch Mott for engineering and consulting services.

**Section 3.** The City Manager and City attorney are authorized to make such reasonable changes and modifications to the Basic Contract 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 the Basic Contract 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. Execution by the Mayor and Hatch Mott shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

**BASIC CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, 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 HATCH MOTT MacDONALD FLORIDA, LLC, a Florida limited liability company, whose mailing address is 5111 North 12<sup>th</sup> Avenue, Pensacola, Florida 32504 (herein referred to as "Consultant")

**RECITALS**

1. City desires to engage architects, engineers, surveyors and consultants to provide it with professional services 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 ("Airport"), City recreational facilities, City Hall, City safety facilities and streets, (herein collectively the "City Projects").

2. The City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (the "Act").

3. Pursuant to and in accordance with the provisions of the Act, the City has selected the Consultant to provide it with engineering and consultant services, when

and as needed, and when and as requested by City, for any of the City Projects, and desire to enter into this contract (the "Basic Contract" or "Contract") to establish procedures and provide for general terms and conditions whereby and under which such services shall be rendered and performed.

4. It is the intent of the parties that the Consultant shall perform services with respect to City Projects only when requested to and authorized in writing by City, and that each request for such 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 to be negotiated between City and Consultant and be defined by and embodied in a separate supplemental agreement (herein "Task Assignment") under the Basic Contract with each separate Task Assignment to be sequentially numbered beginning with Task Assignment Number One. Each Task Assignment shall include and shall incorporate in it all of the general provisions of the Basic Contract, together with such other terms and provisions as may be mutually agreed upon by the parties as to each Task Assignment.

5. The Basic Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform professional services to City when and as needed, but is subject to being terminated as provided for in this agreement.

6. Notwithstanding the date of the execution of this Basic Contract, it is agreed by City and Consultant that the effective date is February 3, 2014.

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 Basic Contract.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) **"CITY"** means the City Council of the City of Lake City, Florida, and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) **"CONSULTANT"** means the individual or firm offering professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and/or work of sub-consultant and sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all Task Assignments thereto.

(c) **"PROFESSIONAL SERVICES"** means all of the services, work, materials, and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and sub-contractors the Consultant

may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Contract and any and all Task Assignments thereto.

(d) "**SUB-CONSULTANT**" means any individual or firm offering professional services which is engaged by the Consultant or sub-consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Contract and any and all Task Assignments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant or any sub-sub-consultant.

(e) "**PARTIES**" means the signatories to this Contract.

3. **Engagement of Consultant**: City hereby engages Consultant to provide City with such consulting and engineering services with respect to any City Project, which, from time to time, City may request Consultant to perform.

4. **Consulting Services**: Consultant agrees to and shall render and perform such consulting and engineering services in accordance with the terms and conditions of this Basic Contract and all Task Assignments, when and as requested by City.

5. **Request for Specific Services**: Consultant shall perform no services to the City until specifically requested to do so by City. Each request for services to be rendered and performed by Consultant shall be in writing and shall be a separate

project with the scope of work requested to be performed and compensation to be paid to Consultant for such separate project to be negotiated and agreed upon between City and Consultant and defined by and embodied in a separate Task Assignment to the Basic Contract. Each Task Assignment covering each separate project shall include all of the general provisions of this Basic Contract, together with such other terms and provisions mutually agreed upon by and between City and Consultant.

6. **Term of Contract:** This Basic Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform services to City when and as needed and requested by City, and shall be for a term of five (5) years unless sooner terminated as permitted and authorized herein.

7. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Consultant for its services within forty-five (45) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Consultant shall resolve

any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid.

8. **Insurance:** Consultant agrees to and shall procure and maintain insurance during the term of this Basic Contract as follows:

(a) Comprehensive general liability insurance covering as insured the Consultant and City with limits of liability of not less than \$1,000,000.00 for bodily injury or death to any person or persons and for property damage;

(b) Worker's compensation insurance for the benefit of the employees of Consultant, as required by the laws of the State of Florida;

(c) Professional liability insurance for "errors and omissions" covering as insured the Consultant with not less than \$1,000,000.00 limit of liability.

Before commencing any work under this Basic Contract, or any Task Assignment, Consultant shall furnish to City a certificate or certificates in form satisfactory to City showing that Consultant has complied with the requirements of insurance under this paragraph. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City and, as to insurance other than workers compensation and professional liability insurance, shall name City as an additional insured for City's vicarious liability resulting from the conduct of Consultant and other employed or utilized by Consultant in the performance of the services.

9. **Indemnity:** Consultant shall indemnify, and hold harmless the City and its

officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Consultant or its agents, employees, or sub-contractors. The Consultant is not required hereunder to indemnify and hold harmless City, its officers, agents, or employees, or any of them, from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Basic Contract.

Notwithstanding any other provisions of this Basic Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

10. **Liability**: The Consultant shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Consultant, or by any sub-consultant and/or sub-contractor engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Assignments thereto, and for any and all damages, losses, and expenses to the City caused by the Consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Assignments thereto. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits,



judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Consultant's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-consultants and/or sub-contractors engaged by the Consultant during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Assignments thereto.

11. **Licenses**: The Consultant agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by Consultant pursuant to this Contract and any and all Task Assignments thereto.

12. **Personnel**: The Consultant agrees that when the services to be provided and performed under this Contract, or any Supplement Agreement thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that Consultant will employ and retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Assignments thereto.

13. **Timely Accomplishment of Services**: The timely and expeditious accomplishment and completion by the Consultant of all professional services provided pursuant to this Contract and any and all Supplement Agreements thereto or changes

thereto, is of the essence. The Consultant agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Assignments and changes thereto, will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout. In the event of a delay resulting from a cause not within the Consultant's control, the Consultant's time for performance shall be extended for a period equal to the delay.

14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Assignments or changes thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by Consultant for the City, and by any sub-consultant and/or sub-contractor engaged by the Consultant.

15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Basic Contract:** It is the intent and understanding of the parties to this Basic Contract and all Task Assignments, that each and every provision of law required to be inserted in this Basic Contract and all Task Assignments shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or

substance, then this Basic Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination**: The obligation to provide services under this Basic Contract or any Task Assignment hereunder may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant shall be paid on a prorated basis for services performed and which can be used in the project to the date on which the notice of termination is received by Consultant. Notwithstanding anything herein to the contrary in this Basic Contract or any Task Assignment thereto to the contrary, City shall have the absolute right and without cause to terminate this Basic Contract or any Task Assignment by giving Consultant thirty (30) days notice of such termination. Upon any such termination, Consultant shall be paid on a pro rata basis for all services performed to the date of such termination which are useable on any project, plus other necessary, unavoidable and reasonable expenses incurred by the Consultant as a result of such termination (such as canceling orders for equipment, material, or services).

17. **Independent Contractor**: It is understood and agreed that Consultant is an independent contractor with no express or implied authority to act for or to obligate the City, except as specifically provided for in this Basis Contract.

18. **Documents**: Original project documents prepared by Consultant under this

Basic Contract and all Task Assignments are, and shall remain, the property of City, and shall be delivered to City upon final completion or termination of the project covered by any specific Task Assignment. Original project documents shall include, but not be limited to, original mylar drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes and planning reports.

All documents including drawings and technical specifications prepared by Consultant pursuant to this Basic Contract and any specific Task Assignment are instruments of service in respect of the project and City shall have the right to use and reuse all such documents and to furnish others to use or reuse such documents on extensions of the project or any other project without the consent of Consultant. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at city's sole risk and without liability or legal exposure to Consultant.

**19. Approval of Plans and Documents by City Not Deemed Release:**

Approval of City of any plans, drawing, documents, specifications, or work prepared or provided by Consultant under this Basic Contract and any specific Task Assignment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; not shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings, and specifications or other documents prepared by Consultant, its

employees, agents, sub-contractors or engineers.

20. **Notices:** All notices, requests, or demands herein provided to be given or made, or which may be given or made by either party to the other, shall be given or made only in writing and shall be deemed to have been duly given: (1) when delivered personally at the address set forth below, or to any agent of the party to whom notice is being given; or (ii) or on the date delivered when set via Overnight Mail, properly addressed and postage prepaid or by certified mail, return receipt requested. The proper address to which notices, requests, or demands may be given or made by either party shall be the address set forth below or to such other address or to such other person as any party shall designate. Such address may be changed by written notice given to the other party.

If intended for City to:

City Manager  
City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055  
1-386-752-2031

If intended for Consultant to:

Tetra Tech, Inc.  
201 East Pine Street, Suite 1000  
Orlando, Florida 32801

21. **Effective and Binding:** This Basic Contract and any specific Task Assignment shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the

adoption of an official resolution.

22. **Approval by Governmental Agencies:** With respect to certain City Projects, this Basic Contract and any and all Task Assignments thereto may be subject to the prior review and approval by the Federal Aviation Administration ("FAA"), Florida Department of Transportation ("FDOT"), Suwannee River Water Management District ("SRWMD"), Florida Department of Environmental Protection ("FDEP"), and other governmental regulatory agency, if appropriate, or if required by any federal or state laws, rules, or regulations. Each Task Assignment shall include and provide any and all provisions and requirements necessary to comply with FAA, FDOT, SRWMD, FDEP, and any other state or federal agency, laws, rules and regulations.

23. **Controlling Law:** This Basic Contract and all Task Assignments thereto is to be governed by the laws of the State of Florida. It is further agreed and understood that in the event of any dispute between the City and Consultant arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Basic Contract or any Task Assignment thereto, Columbia County, Florida, shall be the proper venue for filing any lawsuit with respect to any such disputes.

24. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the Basic Contract or any Task Assignment, the defaulting party shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Basic Contract or any Task Assignment, including reasonable attorneys' fees.

25. **Grant Funds:** It is anticipated that City may, from time to time, be awarded

grants from various sources to pay or partially pay for consulting fees for certain City Projects, as well as providing funds for the cost of any specific City Project. Consultant agrees to and shall abide by and be subject to all requirements, including limitations of its compensation, which may be imposed under any such grant awarded to City.

26. **Non-Exclusive Contract**: The parties hereto agree that this Basic Contract is non-exclusive and City has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if City and Consultant are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.

27. **Successors and Assigns**: Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Basic Contract or any specific Task Assignment without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder. Nothing under this Basic Contract shall be construed to give any rights or benefits in this Basic Contract to anyone other than City and Consultant, and

all duties and responsibilities undertaken pursuant to the Basic Contract will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party. It is understood and agreed that city shall have the absolute right, at the end of the term of this Basic Contract to employ other consulting firms after the termination of the Basic Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

28. **Special Provisions**: It is further mutually agreed by the parties hereto that Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Basic Contract, after Notice to Proceed has been given by City to commence services on any City Project identified in any Task Assignment.

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Basic Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Basic Contract.

Consultant shall also be specifically bound by and comply with the provisions of Section 119.0701, Florida Statutes, adopted and created by the Florida Legislature effective July 1, 2013, relating to public records.

29. **Entire Agreement**: This Basic Contract constitutes the entire agreement between City and Consultant and supercedes all prior written or oral understandings.



This Basic Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

30. **Parties Bound:** This Basic Contract shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

31. **Effective Date:** Notwithstanding the date of the execution of this Basic Contract, it is agreed by City and Consultant that the effective date is February 3, 2014.

IN WITNESS WHEREOF, the parties hereto have made and executed this Basic Contract as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print/type name)

By: \_\_\_\_\_  
STEPHEN M. WITT  
Mayor

\_\_\_\_\_  
(Print/type name)  
Witnesses as to City

ATTEST: \_\_\_\_\_  
AUDREY E. SIKES  
City Clerk

(SEAL)  
"CITY"

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

Signed, sealed and delivered  
in the presence of:

HATCH MOTT MacDONALD, LLC.

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print/type name)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print/type name)  
Witnesses as to Consultant

"CONSULTANT"

(Corporate Seal)