

RESOLUTION NO 2024 - 026
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER ONE PURSUANT TO THE CONTINUING CONTRACT WITH RS&H, INC., A FLORIDA CORPORATION; PROVIDING FOR PROFESSIONAL CONSTRUCTION, ENGINEERING, AND INSPECTION SERVICES ASSOCIATED WITH IMPROVEMENTS TO SOUTHWEST GRANDVIEW STREET; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID TASK ASSIGNMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID TASK ASSIGNMENT; AUTHORIZING THE CITY MANAGER WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE MINOR CHANGES TO THE SCOPE OF WORK OF THE TASK ASSIGNMENT PROVIDED SUCH CHANGES DO NOT INCREASE THE QUOTED PRICE IN THE TASK ASSIGNMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (“the “City”) and RS&H, Inc. (the “Vendor”) entered into that certain continuing contract as authorized by City Council Resolution No. 2023-118 (the “Continuing Contract”); and

WHEREAS, the Vendor shall provide construction, engineering, and inspection services (the “Services”) to make certain improvements to Southwest Grandview Street (the “Project”); and

WHEREAS, the Continuing Contract provides the Vendor shall provide services to the City only when requested and authorized in writing by the City; and

WHEREAS, each request from the City to the Vendor for services shall be for a specific project with the scope of the work defined by and embodied in a separate task assignment; and

WHEREAS, the City Council desires to enter into that certain task assignment pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project, in accordance with the terms and conditions of Task Assignment Number One (the “Agreement”), a copy of which is attached as an Exhibit hereto; and

WHEREAS, the City Council desires that the City Manager, with the consent of the City Attorney, be authorized to consent to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; and

WHEREAS, approving the Agreement pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City of Lake City, Florida:

1. Approving the Agreement pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of

Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. The City Manager, with the consent of the City Attorney, is authorized to agree to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of March, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF
THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**TASK ASSIGNMENT NUMBER ONE
TO THE
CONTINUING CONTRACT
BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND RS&H INC, A FLORIDA CORPORATION,
FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
PERTAINING TO SOUTHWEST GRANDVIEW STREET**

THIS TASK ASSIGNMENT NUMBER ONE made and entered into this ____ day of March 2024, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 ("City"), and RS&H, Inc., a Florida corporation ("Consultant").

RECITALS

- A. From time to time the City has need of construction, engineering, and inspection services (the "Services").
- B. City and Consultant entered into that certain Continuing Contract for Construction, Engineering and Inspection Services (the "Continuing Contract") pursuant to City Council Resolution No. 2023-118.
- C. The Continuing Contract provides:
 - i. Consultant shall provide the Services to City only when requested and authorized in writing by City;
 - ii. each request for the Services from City to Consultant shall be for a specific project;
 - iii. each request for the Services from City to Consultant shall specify the scope of the work to be performed by, and compensation to be paid to Consultant for each separate project; and
 - iv. each request for the Services from City to Consultant shall be defined by and embodied in a separate task assignment.
- D. City has need for Consultant to provide certain of the Services in furtherance of the City's Southwest Grandview Street project.
- E. City desires to enter into this Task Assignment Number One with Consultant for Consultant to provide the Services pursuant to the terms and conditions contained herein and the exhibits attached hereto.

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS:** The above recitals are all true and correct, and are incorporated herein as material terms hereof and made a part of this Task Assignment Number One.
2. **PROJECT:** City hereby engages Consultant and Consultant agrees to furnish to City the Services and other such work as set forth in the correspondence dated February 15, 2024, received by City from Consultant consisting of a total of one (1) page and attached hereto as Exhibit "A" and made a part of this Task Assignment.
3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant a fee for the tasks identified in Exhibit "A" as each task is completed for a total projected cost not to exceed forty thousand two hundred sixty-six dollars and ninety-two cents (\$40,266.92).
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 as material terms hereof. Should any conflict arise between the terms and conditions set forth herein and the Continuing Contract, the terms and conditions of the Continuing Contract shall prevail. Should any conflict arise between the terms and conditions set forth in the attached Exhibit "A" with either the Continuing Contract or this Task Assignment, the conflicts shall be construed in favor of the Continuing Contract first and then, if applicable, this Task Assignment.
5. **ATTORNEYS' FEES AND COSTS.** In the event of breach by either party of the Continuing Contract or any Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or any Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys' fees.
6. **ENTIRE AGREEMENT.** This Task Assignment, and the Continuing Contract, constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. This Task Assignment may only be amended, supplemented, modified, or

anceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number One shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number One as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By Stephen M. Witt, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF
THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

RS&H, INC. A FLORIDA CORPORATION

By Steve Brown, Department Director



9850 Lantern St
 Suite 5
 Jacksonville, FL 32225

904-256-2500
rsandh.com

RE: Task Assignment #1 for CEI services pertaining to GRANDVIEW STREET (FROM FAITH RD TO MCFARLANE AVE).

To whom it may concern,

Below are the associated rates and estimated cost and man hours for the above-referenced project.

Project (Construction Time - Days)	2024								Man				
	5-Apr	12-Apr	19-Apr	26-Apr	3-May	10-May	17-May	24-May	31-May	Hours			
Grandview Resurfacing	5.00	30.00	40.00	80.00	80.00	40.00	25.00			300			
RS&H											Totals	Hourly Rate	Labor
Jeff Sullivan - SPE	2.00	5.00	5.00	5.00	5.00	5.00	5.00			32.00	\$ 235.70	\$ 7,542.40	
Rory Highstone - PA	3.00	15.00	15.00	15.00	15.00	15.00	10.00			88.00	\$ 164.44	\$ 14,470.72	
Senior Inspector (Lead)		10.00	20.00	40.00	40.00	20.00	10.00			140.00	\$ 101.41	\$ 14,197.40	
Senior Inspector (Paving Support)				20.00	20.00					40.00	\$ 101.41	\$ 4,056.40	
												\$ -	
											Total Labor	\$ 40,266.92	

Please do not hesitate to call if there are any questions.

Sincerely,

Jeff Sullivan, PE
 Sr. Project Engineer, NE FL & Georgia Leader
 301-740-4483

EXHIBIT A
 TO TASK ASSIGNMENT 1