

CITY COUNCIL RESOLUTION NO. 2022-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT WITH H & H LIQUID SLUDGE DISPOSAL, INC.; PROVIDING FOR A PRICE INCREASE TO \$64.00 PER WET TON; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 18, 2020, the City of Lake City, Florida (hereinafter the "City") and H & H Liquid Sludge Disposal, Inc. (hereinafter "H & H"), entered into a *Contract Between City of Lake City, Florida and H & H Liquid Sludge Disposal, Inc. for the Collection, Transportation and Disposal of Wastewater Sludge* (hereinafter referred to as the "Contract") pursuant to City Council Resolution No. 2020-050; and

WHEREAS, H & H has requested an increase in pricing from \$33.75 per wet ton to \$64.00 per wet ton citing the current economic conditions including, but not limited to, the approximate 138% increase in fuel costs since the inception of the Contract; and

WHEREAS, the City administration and H & H have determined that an amendment to the Contract that affords an increase in compensation due to the unstable economy and fuel market, is necessary; and

WHEREAS, the City Council finds it to be in the best interests of the City to amend the Contract by executing *Amendment One to the Contract Between City of Lake City, Florida and H & H Liquid Sludge Dipsoal, Inc., for the Collection, Transportation and Disposal of Wastewater Sludge* (hereinafter the "Amendment"), a copy of which is attached hereto as "Exhibit A".

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

Section 1. The above recitals are adopted and hereby incorporated by reference.

Section 2. The City is hereby authorized to execute and enter into the Amendment to the Contract.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Amendment 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 Amendment 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 H & H shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council on this _____ day of June 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

EXHIBIT A

AMENDMENT ONE TO THE CONTRACT BETWEEN CITY OF LAKE CITY, FLORIDA AND H & H LIQUID SLUDGE DISPOSAL, INC., FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTEWATER SLUDGE

This Amendment One is made and entered into this ____ day of June 2022 by and between the City of Lake City, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "City") and H & H Liquid Sludge Disposal, Inc., (hereinafter referred to as "Contractor").

WHEREAS, on May 18, 2020, the City and Contractor entered into the *Contract Between City of Lake City, Florida and H & H Liquid Sludge Disposal, Inc. for the Collection, Transportation and Disposal of Wastewater Sludge* (hereinafter referred to as the "Contract"); and

WHEREAS, the Contractor has cited variations in the project and based on said variations, the Contractor seeks an amendment to the Contract, specifically, an increase to sixty-four dollars and zero cents (\$64.00) per wet ton in compensation for services rendered to the City effective July 1, 2022; and

WHEREAS, as authorized by Section 15 of the Contract, the City desires to have the Contractor proceed with the Bid Alternate.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.
2. Section 5., shall be amended to reflect the pricing increase as follows (additions are underlined and deletions are ~~stricken~~):

5. **Compensation and Method of Payment:** Compensation and Method of Payment: City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amount shown in Contractor's Bid which is a ~~\$33.75~~ 64.00 per wet ton effective July 1, 2022. Monthly payments shall be made to Contractor upon receipt of Contractor's monthly invoice which shall be submitted no later than thirty (30) days from the date of services performed. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in furtherance of this Contract.

3. Except as otherwise herein provided, the terms, conditions, and covenants included in the May 18, 2020 Contract shall remain in full force and effect.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

ATTEST:

**H & H LIQUID SLUDGE DISPOSAL,
INC.**

By: _____
Katie Matthews,
Secretary

By: _____
Steve Hacht,
President