

CITY COUNCIL RESOLUTION NO. 2020-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING TASK ASSIGNMENT NUMBER TWO TO THE CONTINUING CONTRACT WITH MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION, FOR PREPARATION OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMIT APPLICATION RENEWAL FOR ST. MARGARETS WASTE WATER TREATMENT FACILITY AT A TOTAL COST NOT-TO-EXCEED \$15,724.00.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with Mittauer & Associates, Inc. (hereinafter “Mittauer & Associates”), as authorized by City Council Resolution No. 2019-022 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, City recreational facilities, City Hall, City safety facilities and streets (herein collectively the “City Projects”); and

WHEREAS, the Continuing Contract provides that Mittauer & Associates shall perform services to the City only when requested and authorized in writing by the City, and that each request for services shall be for a specific project with the scope of the work to be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City Council desires to enter into Task Assignment Number Two to its Continuing Contract with Mittauer & Associates for preparation of the Florida Department of Environmental Protection (hereinafter “FDEP”) Permit Application Renewal for the City’s St. Margarets Waste Water Treatment Facility in accordance with the terms and conditions of Task Assignment Number Two, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution and the Continuing Contract.

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

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

Section 2. The City Council is hereby authorized to enter into Task Assignment Number Two with Mittauer & Associates for the professional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Two as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Two in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Mittauer & Associates shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of November, 2020.

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

TASK ASSIGNMENT NUMBER TWO TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION, FOR PROFESSIONAL ENGINEERING SERVICES

THIS TASK ASSIGNMENT NUMBER TWO made and entered into this ____ day of November, 2020, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter the "City"), and Mittauer & Associates, Inc., a Florida corporation (hereinafter the "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional consulting services as authorized by City Resolution No. 2019-022.

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City is in need of professional services for preparation of the Florida Department of Environmental Protection (hereinafter "FDEP) Permit application renewal for the St. Margarets Waste Water Treatment Plant and desires to enter into this Task Assignment Number Two with the Consultant for such services pursuant to the terms and conditions contained herein and

Exhibit A, attached hereto.

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

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Two.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in the correspondence dated November 5, 2020, received by the City from Consultant consisting of a total of two (2) pages and attached hereto as Exhibit A and made a part of this Task Assignment. The Consultant agrees to provide the services and a final renewal application to FDEP no later than January 19, 2021.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant for its services a not-to-exceed total fee of fifteen thousand and seven hundred and sixty-four dollars (\$15,764.00) for the following work:

A. Site Visit (\$1,740.00); and

B. Data Compilation and Evaluation (\$2,384.00); and

C. FDEP Application Forms (\$928.00); and

D. Operations and Maintenance Performance Report (\$7,104.00); and

E. Updated Capacity Analysis Report (\$3,608.00).

The Consultant shall submit invoices monthly to the City and the City agrees to pay said invoices pursuant to the Local Government Prompt Payment

Act. However, in no event shall Consultant be entitled to payment in excess of the aforementioned amounts.

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 and shall be complied with by Consultant. Should any conflict arise between the terms and conditions set forth herein and the Continuing Contract, the terms and conditions of the Continuing Contract shall be controlling.

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 Number Two may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number Two 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 Two as of the day and year first above written.

Signed, sealed and delivered in the presence of:

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

Signed, sealed and delivered in the presence of:

MITTAUER & ASSOCIATES, INC.

Witness

By: _____
Joseph A. Mittauer, President

(Print/type name)

Witness

(Print/type name)



MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

EXHIBIT A

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

November 5, 2020

VIA EMAIL

Mayor and City Council
City of Lake City
205 N. Marion Avenue
Lake City, FL 32055

RE: Engineering Services Agreement
SMWWTF Permit Renewal 2021
City of Lake City, Florida
Mittauer & Associates, Inc. Project No. 8904-18-1

Dear Mayor and City Council:

We are pleased to present the following proposal for Engineering Services to prepare the FDEP Permit Application Renewal for the City of Lake City's St. Margarets WWTF, which is due at FDEP no later than January 19, 2021. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide engineering services as described in the Scope of Services to the City of Lake City, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

1. Conduct site visit.
2. Compile and evaluate data from Monthly Operating Reports and site visit.
3. Prepare FDEP Permit Application forms for execution by the City.
4. Prepare Operation and Maintenance Performance Report.
5. Prepare Updated Capacity Analysis Report.

ITEMS FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER

The Client shall provide the following items in a timely fashion and at no expense to the Engineer:

1. Copies of monthly operating reports, previous correspondence with FDEP, and related data. If additional information is required, the Engineer will submit a request specifying what materials are needed to complete the necessary documentation for FDEP.
2. All required laboratory sampling and analysis.
3. All permit processing fees charged by regulatory agencies.

SCHEDULE OF FEES

The Engineer shall be paid the following lump sum amounts for the various items of the Scope of Services:

Item No. 1 - Site Visit	\$1,740
Item No. 2 - Data Compilation and Evaluation	\$2,384
Item No. 3 - FDEP Application Forms	\$928
Item No. 4 - O&M Performance Report	\$7,104
Item No. 5 - Updated Capacity Analysis Report	\$3,608
TOTAL ENGINEERING FEE	\$15,764

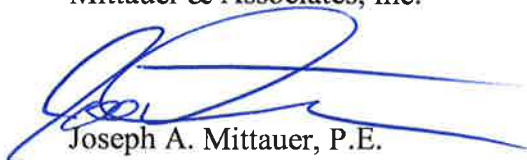
The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested and changes in project scope of work. Items not included within this proposal include, but are not limited to: Agricultural Use Plan and Effluent Analysis Report. We do not anticipate these items will be required for the permit renewal.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, should it be required by law.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely,
Mittauer & Associates, Inc.



Joseph A. Mittauer, P.E.
President

JAM/TPN/pj

Accepted by
City of Lake City, Florida

By: _____

Date: _____