

## **RESOLUTION NO 2024 - 041**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER TWELVE PURSUANT TO THE CONTINUING CONTRACT WITH MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION; PROVIDING FOR PROFESSIONAL CONSTRUCTION, ENGINEERING, AND INSPECTION SERVICES TO EVALUATE THE AERATION SYSTEM FAILURE OF THE SAINT MARGARETS SLUDGE DIGESTER AND CAUSES THEREOF; PROVIDING FOR A PROPOSED COST OF \$5,000.00; 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 Mittauer & Associates, Inc. (the “Vendor”) entered into that certain continuing contract as authorized by City Council Resolution No. 2019-022 (the “Continuing Contract”); and

**WHEREAS**, the Vendor shall provide construction, engineering, and inspection services (the “Services”) to evaluate the aeration system for the Saint Margarets sludge digester to determine the cause of recent system failures so that corrective action may be taken (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 Twelve (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 May, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

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Stephen M. Witt, Mayor

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

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**TASK ASSIGNMENT NUMBER TWELVE  
TO THE  
CONTINUING CONTRACT  
BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND MITTAUER & ASSOCIATES, INC, A FLORIDA  
CORPORATION,  
FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
PERTAINING TO SAINT MARGARETS AERATION SYSTEM FAILURE**

**THIS TASK ASSIGNMENT NUMBER TWELVE** made and entered into this \_\_\_\_ day of May 2024, 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 Construction, Engineering and Inspection services as authorized by City Council 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 Construction, Engineering, and Inspection services for the aeration system failure of Saint Margarets sludge digester.

D. The City desires to enter into this Task Assignment Number Twelve with the Consultant for the aforementioned services pursuant to the terms and conditions contained herein and the attachment 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 Twelve.

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 May 7, 2024, received by the City from the 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 five thousand dollars (\$5,000.00).

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. Should any conflict arise between the terms and conditions set forth in the attached exhibit 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 canceled by a duly executed written instrument.

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

Approved as to form and legality:

ATTEST:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Clay Martin  
City Attorney

**MITTAUER & ASSOCIATES, INC**

By: \_\_\_\_\_  
Its : \_\_\_\_\_



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

**35** Years  
1989-2024  
ENGINEERING  
EXCELLENCE

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

May 7, 2024

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

RE: Engineering Services Agreement  
Evaluation of Digester Jet Aspiration System  
City of Lake City, Florida  
Mittauer & Associates, Inc. Project No. 8904-12-1

Dear Mayor and City Council:

We are pleased to present the following proposal for Engineering Services in conjunction with the evaluation of the digester jet aspiration system at the St. Margarets WWTF in Lake City, Florida. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Lake City, the Client, for the fees stipulated hereafter.

#### **SCOPE OF SERVICES**

The Engineer shall evaluate the City's digester jet aspiration system to determine the causes for multiple pump failures and recommend corrective action. The Engineer shall prepare a letter report summarizing his findings and recommendations.

#### **CONDITIONS AND EXCLUSIONS**

The Client shall provide copies of all available Client records as may be required for the Engineer to complete these services. The Engineer's scope of services does not include design related or permitting related services.

**PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN  
INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD  
INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

### SCHEDULE OF FEES

Client shall pay the Engineer on an hourly not-to-exceed basis of \$5,000 for services rendered.

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for changes in the project scope of work.

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: \_\_\_\_\_  
The Honorable Stephen Witt, Mayor

Date: \_\_\_\_\_