

CITY COUNCIL RESOLUTION NO. 2021-176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER FIVE TO THE CONTINUING CONTRACT WITH MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION; PROVIDING FOR ENGINEERING SERVICES ASSOCIATED WITH THE PERMIT APPLICATION RENEWAL FOR THE KICKLIGHTER WASTEWATER TREATMENT FACILITY; PROVIDING FOR A COST NOT-TO-EXCEED \$18,592.00; AND PROVIDING FOR AN EFFECTIVE DATE.

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 for 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 Five to its Continuing Contract with Mittauer & Associates for engineering services associated with the permit application renewal to be delivered to the Florida Department of Environmental Protection for the City’s Kicklighter Wastewater Treatment Facility in accordance with the terms and conditions of Task Assignment Number Five, 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 is hereby authorized to enter into Task Assignment Number Five 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 Five 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 Five 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.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of December 2021.

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

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

THIS TASK ASSIGNMENT NUMBER FIVE made and entered into this ____ day of December 2021, 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 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 professional engineering services associated with the permit renewal application to be delivered to the Florida Department of Environmental Protection (hereinafter the "FDEP") for the Kicklighter Wastewater Treatment Facility and desires to enter into this Task Assignment Number Five 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 Five.

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 15, 2021, received by the City from the Consultant consisting of a total of two (2) pages 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 each of the five (5) tasks identified in the attached exhibit dated November 15, 2021, received by the City from the Consultant, as each task is completed for a total projected cost not to exceed eighteen thousand five hundred ninety-two dollars and zero cents (\$18,592.00).

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 Five shall be binding upon and shall inure to the benefit of City and Consultant, their successors, and assigns.

[Remainder of page left blank intentionally. Signature page to follow.]

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

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

MITTAUER & ASSOCIATES, INC.

By: _____
Joseph A. Mittauer,
President & Secretary



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

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

November 15, 2021

VIA EMAIL

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

RE: Engineering Services Agreement
Kicklighter WWTF Permit Renewal 2022
City of Lake City, Florida
Mittauer & Associates, Inc. Project No. 8904-24-1

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 Kicklighter WWTF, which is due at FDEP no later than January 31, 2022. 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	\$1,800
Item No. 2 - Data Compilation and Evaluation	\$2,448
Item No. 3 - FDEP Application Forms	\$956
Item No. 4 - O&M Performance Report	\$7,440
Item No. 5 - Capacity Analysis Report	\$5,948
TOTAL ENGINEERING FEE	\$18,592

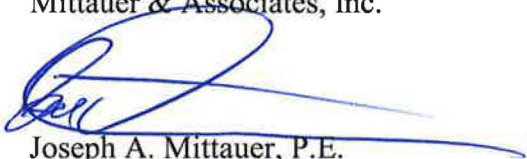
The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested and changes in project scope of work. Items not included within this proposal include, but are not limited to: Agricultural Use Plan, Effluent Analysis Report, or Administrative Orders. 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 or VAT taxes, should they 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

Accepted by
City of Lake City, Florida

By: _____

Date: _____