

CITY COUNCIL RESOLUTION NO. 2023-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER TEN TO THE CONTINUING CONTRACT WITH MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION; PROVIDING FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE EVALUATION OF MODIFYING THE KICKLIGHTER WATER RECLAMATION FACILITY TO PRODUCE ADVANCED WASTE TREATMENT QUALITY EFFLUENT AND PUBLIC ACCESS REUSE; PROVIDING FOR A COST NOT-TO-EXCEED \$48,000.00; 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 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 Ten to its Continuing Contract with Mittauer & Associates for professional engineering services associated with the evaluation of modifying the Kicklighter Water Reclamation Facility (hereinafter “KLWRF”) to produce advanced waste treatment (hereinafter “AWT”) quality effluent and public access reuse (hereinafter “PAR”), all in accordance with the terms and conditions of Task Assignment Number Ten, a copy of which is attached hereto 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 hereby authorizes Task Assignment Number Ten with Mittauer & Associates for professional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Ten 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 Ten 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. This resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of May 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**TASK ASSIGNMENT NUMBER TEN 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 TEN made and entered into this ____ day of May 2023, 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 evaluation of modifying the Kicklighter Water Reclamation Facility (hereinafter "KLWRF") to produce advanced waste treatment (hereinafter "AWT") quality effluent and public access reuse (hereinafter "PAR").

D. The City desires to enter into this Task Assignment Number Ten 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 Ten.

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 March 23, 2023, received by the City from the Consultant consisting of a total of three (3) 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 the tasks identified in Exhibit A as each task is completed for a total projected cost not to exceed forty-eight thousand dollars and zero cents (\$48,000.00).

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Ten 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: _____
Thomas J. Kennon, III,
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

March 23, 2023

Mayor and City Council
City of Lake City
205 N. Marion Ave.
Lake City, FL 32055-3918

RE: Engineering Services Agreement
Kicklighter WRF Evaluation for Advanced Waste Treatment
City of Lake City, Florida
Mittauer & Associates, Inc. Project No. 8904-27-1

Dear Mayor and City Council:

We are pleased to present the following proposal for Engineering Services in conjunction with the evaluation of modifying the Kicklighter Water Reclamation Facility (KLWRF) to produce advanced waste treatment (AWT) quality effluent and public access reuse (PAR). 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 existing KLWRF to determine an efficient, cost-effective solution to treat reclaimed water to a 3.0 mg/l total nitrogen (TN) limit and a 1.0 mg/l total phosphorus (TP) limit on an annual average basis (pursuant to FDEP Administrative Order [AO] 242 NE) and to be able to produce an effluent suitable for public access reuse. The existing WRF has limited TN and TP removal capability.

Four alternative solutions will be evaluated to provide the City with a recommended solution. The evaluation process will consider capital costs, operation and maintenance costs, construction feasibility, complexity of operation, effluent disposal requirements, etc. The alternative solutions will also consider future system expansion and potential consolidation of the City's wastewater treatment needs to be solely located at the Kicklighter WRF site.

The four alternative solutions to be evaluated are as follows:

1. Modification to the existing Biological Treatment Units to incorporate integral anoxic and anaerobic tankage.
2. Construction of denitrification filters.
3. Construction of a new 3.0 MGD 5-stage Carrousel Biological Treatment Unit.
4. Construction of a wetland treatment system at the Kicklighter WRF site.

The Engineer shall prepare a report summarizing the findings, recommendations, and opinions of cost for achieving AWT at the KLWRF site. Ten (10) copies of the report will be furnished to the City.

The Engineer shall coordinate with FDEP to provide updates to the City's Plan of Action to comply with Administrative Order AO 227 NE.

ITEMS FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER

The Client shall provide the Engineer with the following information from the KLWRF and the various effluent disposal sites and facilities prior to the Engineer being issued Notice to Proceed: all available record drawings, any relevant reports or studies, and all related sampling results.

The Engineer's scope of services does not include topographic surveying, design, the preparation of plans and specifications, permitting, bidding and award services, construction administration services, resident observation, zoning related tasks, wetlands surveys, flood plain permitting and/or flood plain mitigation, tree surveys, and boundary or easement related surveys.

TIME OF PERFORMANCE

The final report will be prepared and presented to the Client on or before July 28, 2023, assuming Notice to Proceed is issued no later than April 21, 2023.

SCHEDULE OF FEES

Client shall pay the Engineer a lump sum fee of \$48,000 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.

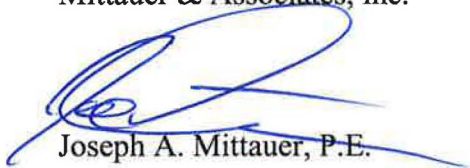
Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer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

City of Lake City, Florida
Engineering Services Agreement
March 23, 2023
Page 3

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/JPP/pj

Accepted by
City of Lake City, Florida

By: _____
Stephen M. Witt, Mayor

Date: _____