

CITY COUNCIL RESOLUTION NO. 2024-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER ELEVEN TO THE CONTINUING CONTRACT WITH MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION; PROVIDING FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH PROJECT NO. 8904-12-1 AND UPDATING THE CITY'S SPILL PREVENTION, CONTROL, AND COUNTERMEASURE PLAN TO COMPLY WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND FEDERAL ENVIRONMENTAL PROTECTION AGENCY (FEPA) REQUIREMENTS; PROVIDING FOR A PROPOSED COST OF \$6,500.00 AND COMPLETED BY THE FEBRUARY 19, 2024 DEADLINE.

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 Eleven to its Continuing Contract with Mittauer & Associates for professional engineering services in conjunction with updating the City's Spill Prevention, Control, and Countermeasure (SPCC) Plan for compliance with FDEP and FEPA requirements for the City's Saint Margarets Wastewater Reclamation Facility (SMWRF)., all in accordance with the terms and conditions of Task Assignment Number Eleven, 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 Eleven 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 Eleven 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 Eleven 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 February 2024.

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 ELEVEN 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 ELEVEN made and entered into this ____ day of February 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 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 emergency professional engineering services associated with the updating of the City's Spill Prevention, Control, and Countermeasure (SPCC) Plan for compliance with FDEP and EPA requirements for the City's Saint Margarets Wastewater Reclamation Facility (SMWRF).

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

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 February ___, 2024, 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 six thousand five hundred dollars and zero cents (\$6,500.00)

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 Eleven 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 Eleven 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

February 2, 2024

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

RE: Engineering Services Agreement
2024 SPCC Plan Update - SMWRF
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 updating the City's Spill Prevention, Control, and Countermeasure (SPCC) Plan for compliance with FDEP and EPA requirements for the City's Saint Margarets Wastewater Reclamation Facility (SMWRF). The SPCC Plan will follow the requirements specified in Title 40, Code of Federal Regulations, Part 112 (40 CFR 112). 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, Florida, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

1. Conduct one (1) site visit for inspection of all aboveground bulk oil and chemical storage containers at the SMWRF pursuant to EPA requirements for completion of an SPCC Plan.
2. Compile and evaluate data from the City and site visit.
3. Prepare an updated SPCC Plan for certification by the Engineer and City.
4. Coordinate with FDEP for acceptance of the SPCC Plan and respond to any requests for additional information (RAI).

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 Client shall provide all regulatory agency permit application fees and related items required by the agencies, which may include soil borings, percolation tests, groundwater testing, soil sampling, and/or other geotechnical information. Should land acquisition or easements be required for this project, the Client shall provide services that may be required, such as property appraisals, legal surveys, easements, title searches, zoning changes, attorney fees, and recording fees.

The Engineer's scope of services does not include advertising cost, the preparation of landscape plans, traffic studies, retaining wall design, structural design of possible site signage, off-site design (except as noted), fire pump design, fire flow testing, zoning related tasks, wetlands surveys, wetlands permitting and/or wetland mitigation, flood plain permitting and/or flood plain mitigation, tree surveys, boundary or easement surveys, topographic surveys, subdivision platting, LEED Consultation/Design or value engineering.

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

SCHEDULE OF FEES

The Engineer shall be paid a lump sum fee for the various items of the Scope of Services in the amount of **\$6,500**.

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.

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, federal sales tax, or value added tax (VAT), 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 sixty (60) days, it shall become null and void.

Sincerely,
Mittauer & Associates, Inc.

Accepted by
City of Lake City, Florida



Joseph A. Mittauer, P.E.
President

By: _____

Date: _____

JAM/JPP/TPN/pj

Exhibit