

CITY COUNCIL RESOLUTION NO. 2021-189

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER SIX TO THE CONTINUING CONTRACT WITH MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION; PROVIDING FOR ENGINEERING SERVICES ASSOCIATED WITH THE REPLACEMENT OF THE SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM AT THE ST. MARGARET'S WASTE WATER TREATMENT FACILITY; PROVIDING FOR A COST NOT-TO-EXCEED \$67,400.00; 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 Six to its Continuing Contract with Mittauer & Associates for engineering services associated with the replacement of the supervisory control and data acquisition system (hereinafter the "SCADA System") at the City's St. Margaret's Waste Water Treatment Facility in accordance with the terms and conditions of Task Assignment Number Six, 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 Six 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 Six 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 Six 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 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 SIX 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 SIX 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 replacement of the supervisory control and data acquisition system (hereinafter the "SCADA System") at the City's St. Margaret's Waste Water Treatment Facility.

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

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 October 29, 2021, received by the City from the Consultant consisting of a total of four (4) 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 four (4) tasks identified in Exhibit A as each task is completed for a total projected cost not to exceed sixty-seven thousand four hundred dollars (\$67,400.00).

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 Six 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 Six 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

October 29, 2021

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

RE: Engineering Services Agreement
New SCADA for St. Margarets WWTF
City of Lake City, Florida
Mittauer & Associates, Inc. Project No. 8904-23-1

Dear Mayor and City Council:

We are pleased to present the following proposal for Engineering Services in conjunction with the incorporation of a new SCADA system at the St. Margarets WWTF (SMWWTF) located 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

ITEM A - ENGINEERING DESIGN

The existing SCADA infrastructure at the SMWWTF will be replaced in its entirety. Mittauer & Associates, Inc. and its subconsultant, Eng Engineering, Inc., will coordinate with City staff to develop the new SCADA architecture in regard to computers, servers and clients, inputs/outputs, physical locations, monitoring devices, and other necessary hardware. Tasks shall include the following:

1. Review Existing SCADA Facilities: Visit site to review existing SCADA architecture with related computers, servers and clients, physical locations, motor control centers, monitoring devices, inputs/outputs, etc. Determine which existing equipment, if any, will be reconnected to the new SCADA system.
2. Design Plan/Electrical Engineering: Coordinate with Client in regard to related computers, servers and clients, physical locations, motor control centers, monitoring devices, inputs/outputs, other hardware, etc. Use flow diagrams to develop process and instrumentation

diagrams. Design power to SCADA control panels and communication lines to new SCADA system. Develop new SCADA architecture that is capable of future expansion. Prepare plans and specifications for new SCADA architecture, as well as an opinion of probable project cost. Review with City staff and SCADA system vendor at the 60%, 90%, and 100% stages of completion. Inputs/outputs, setpoints, and alarms from the following process units will be incorporated into the new SCADA system architecture:

- a. Mechanical Screen
- b. Grit Removal System
- c. Influent Pump Station
- d. Ovivo Oculus Control Panel for Surface Aerators
- e. Clarifiers and Scum Pumps
- f. RAS Pumps and Flowmeters
- g. WAS Pumps and Flowmeters
- h. Chlorination System Storage Tank Levels, Setpoints, Residuals, and Feed Rates
- i. Effluent Pumps, Wetwell Level, and Flow Rates
- j. Digester Mixers, Blowers, Levels and Setpoints
- k. Centrifuge Control Panel and Sludge Transfer Pumps
- l. Generator and Automatic Transfer Switch

No offsite facilities will be monitored by the proposed SCADA system, but the proposed SCADA system will have the capability of incorporating offsite facilities in the future.

ITEM B - SERVICES DURING SCADA INSTALLATION

The Engineer shall provide standard Engineering Construction Administration Services, including attending a preconstruction conference; reviewing the SCADA vendors' material shop drawings; making periodic visits to the site to observe the progress of the various aspects of the SCADA vendor's work; reviewing and approval of the SCADA vendor's application for payment; processing change orders, if required; reviewing the SCADA vendor's completion documents and record drawings; and performing a final inspection of the work. Resident Observation to be performed by the City.

ITEM C - FACILITY START-UP SERVICES

The Engineer shall assist the Client in the start-up of the SCADA system to ensure it is functioning properly and in accordance with the design documents and to suggest adjustments/improvements to optimize operation.

ITEM D - RECORD DRAWINGS AND O&M MANUAL REVIEW

The Engineer shall prepare record drawings in accordance with City's requirements based on red-line drawings and surveyed information received from the SCADA vendor. Engineer shall review O&M manual prepared by the SCADA vendor for accuracy and completeness.

ITEMS FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER

The Client shall provide a current copy of all available record drawings for the site. The Client shall provide all regulatory agency permit application fees and related items. The Engineer's scope of services does not include employment of a Resident Project Representative (RPR), the preparation of landscape plans, traffic studies, retaining wall design, geotechnical investigations, off-site design, 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, subdivision platting, or value engineering.

SCHEDULE OF FEES

For Item A - Engineering Design, the Engineer shall be paid a lump sum fee of \$48,900.

For Item B - Services During SCADA Installation, the Engineer shall be paid \$9,400.

For Item C - Facility Start-Up Services, the Engineer shall be paid a lump sum fee of \$5,600.

For Item D - Record Drawings and O&M Manual Review, the Engineer shall be paid a lump sum fee of \$3,500.

TOTAL ENGINEERING FEE = \$67,400

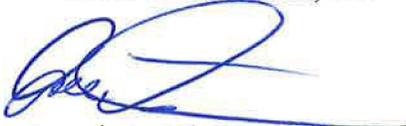
The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested and changes in project scope of work.

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.



Joseph A. Mittauer, P.E.
President

JAM/TPN/jpp/pj

Accepted by
City of Lake City, Florida

By: _____

Date: _____