

CITY COUNCIL RESOLUTION NO. 2021-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER FOUR TO THE CONTINUING CONTRACT WITH MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES ASSOCIATED WITH THE REHABILITATION OF THE ST. MARGARET'S WASTE WATER TREATMENT FACILITY, AT A COST NOT-TO-EXCEED \$168,136.00.

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 Four to its Continuing Contract with Mittauer & Associates for engineering services associated with the rehabilitation of the City's St. Margaret's Waste Water Treatment Facility in accordance with the terms and conditions of Task Assignment Number Four, 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 Council is hereby authorized to enter into Task Assignment Number Four 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 Four 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 Four 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 April 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

EXHIBIT A

TASK ASSIGNMENT NUMBER FOUR 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 FOUR made and entered into this ____ day of April 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 rehabilitation of the St. Margarets Waste Water Treatment Facility and desires to enter into this Task Assignment Number Four 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 Four.

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 16, 2021, received by the City from the Consultant consisting of a total of five (5) pages and attached hereto as Exhibit A and made a part of this Task Assignment.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant for its services a not-to-exceed total fee of one hundred sixty-eight thousand one hundred thirty-six dollars (\$168,136.00) for the following work:

- A. Civil Engineering Design (\$72,320.00); and
- B. Permit Applications (\$6,512.00); and
- C. Topographic and Equipment Survey (\$8,448.00); and
- D. Construction Bidding Services (\$11,032.00); and
- E. Construction Administration (\$56,240.00); and
- F. Facility Start-Up Services (\$4,800.00); and
- G. Record Drawings and O&M Manual (\$8,784.00); and

The Consultant shall submit invoices monthly to the City and the City agrees to pay said invoices pursuant to the Local Government Prompt Payment Act. However, in no event shall Consultant be entitled to payment in excess of

the aforementioned amounts.

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 Four 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 Four 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

March 16, 2021

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

RE: Engineering Services Agreement
SMWWTF Rehabilitation
City of Lake City, Florida
Mittauer & Associates, Inc. Project No. 8904-20-1

Dear Mayor and City Council:

We are pleased to present the following proposal for Engineering Services in conjunction with the rehabilitation of the St. Margarets WWTF 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 Engineer shall prepare plans and technical specifications (as required) for the following WWTF improvements as approved by the City and identified in the report titled 'St. Margarets WWTF Assessment' dated February 2020:

1. Clarifier Flow Splitter: Hydraulic inadequacies will be addressed through proper weir sizing and elevation adjustments. The inside of the steel structure will receive a high quality coating system. Bypassing of the Clarifier Flow Splitter will be provided during construction.
2. Aerobic Digester: The handrail located on top of the structure will be completed to eliminate potential hazardous situations. The aerobic digester rehabilitation will include a comprehensive regimen of concrete tankage and walkway repair. The RAS/WAS pump building will be repainted and coated. The roof will also be replaced.
3. Mechanical Screening: A second Climber Screen will be installed in the parallel channel which currently contains the manual bypass bar rack. The existing Climber Screen will be completely refurbished, excluding its control panel. A new manual bar rack will be installed in the grit

chamber bypass channel, which will allow temporary bypassing of the mechanical screens as well as the grit removal unit for maintenance. Coating of the platform system structure will be completed. Horizontal concrete surfaces and existing process piping will be cleaned and recoated.

4. Chlorine Contact Chamber: The capability for compartment draining will be incorporated. The two existing slide gates will be replaced with slide gates that utilize modern seating materials that are resistant to binding. The tank will receive a crack repair regimen that will target and seal current cracks. The lower platform and supports will be replaced with appropriately sized I-bar grating and aluminum support structure. The elevation difference between the two platforms will also be addressed.
5. Effluent Pumping Station: The existing effluent pumps will be replaced with similar pumps. Their associated isolation valves, check valves, and pressure gauges will also be replaced. A concrete crack repair regimen will be put in place. The concrete sidewalk adjacent to the electrical building will be removed and replaced. The elevation difference between the pump pad and adjacent sidewalk will be corrected as part of the concrete repair work. The existing pump VFD's will not be replaced as part of this scope.
6. Drain Valves: New valves will be installed in the existing drain lines from the Aeration Tanks, in the drain lines from Clarifier Nos. 1 and 2, and in the outlet pipes from Aerobic Digester Nos. 1 and 2. The existing valves will be removed and insertion valves will be installed in the existing piping.
7. Painting of Tanks, Buildings, and Piping: The existing coating systems on the concrete tankage, building exteriors, and aboveground process piping will be removed via pressure washing/sandblasting and re-coated with a quality industrial coating system.
8. In-Plant Reuse Piping: The existing cast iron and galvanized in-plant reuse piping will be replaced with new PVC pipe. The existing piping would be abandoned in place. The new PVC pipe will be installed along with new hose assemblies. Existing above-ground in-plant reuse piping serving tanks/structures will not be replaced but will be connected to with the new PVC piping.
9. Demolition of Abandoned Concrete Structures: The old plant influent structure, the old lift station wetwell, and the old grit removal tank will be demolished and removed.

Engineer shall conduct design reviews with the City at the 60% and 100% stages of completion.

ITEM B - PERMIT APPLICATIONS

The Engineer shall prepare a Florida Department of Environmental Protection “Wastewater Permit Application Form 1 General Information”, a “Wastewater Permit Application Form 2A for Domestic Wastewater Facilities”, all required supporting documentation, and shall respond to all typical reasonable requests for additional information concerning the proposed permit application.

ITEM C - TOPOGRAPHIC AND EQUIPMENT SURVEY

The Engineer shall obtain on-site, above-ground field topographic survey information at the immediate area of improvements as necessary for the preparation of construction drawings and preparation of the permit applications. As it relates to subsurface utilities, the Engineer shall perform a Quality Level C Investigation in accordance with ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. Survey pricing assumes record drawings for all existing WWTF facilities are available.

ITEM D - CONSTRUCTION BIDDING SERVICES

The Engineer shall prepare bid documents for bid solicitation, review bids, and recommend an award based on the Engineer’s review. Engineering Design component Nos. 8 and 9 will be included as additive alternatives in the bid documents.

ITEM E - CONSTRUCTION ADMINISTRATION

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

ITEM F - FACILITY START-UP SERVICES

The Engineer shall assist the Client in the start-up of the various design components to ensure they are functioning properly and in accordance with the design documents and to suggest adjustments/improvements to optimize operation.

ITEM G - RECORD DRAWINGS AND O&M MANUAL

The Engineer shall prepare record drawings in accordance with City’s requirements based on red-line drawings and surveyed information received from the Contractor. Engineer shall also prepare updates to the facility’s existing O&M Manual meeting FDEP requirements for the newly installed equipment (i.e., screen, flow splitter, effluent pumps, drain valves).

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 \$72,320.

For Item B - Permit Applications, the Engineer shall be paid a lump sum fee of \$6,512.

For Item C - Topographic and Equipment Survey, the Engineer shall be paid a lump sum fee of \$8,448.

For Item D - Construction Bidding Services, the Engineer shall be paid \$11,032.

For Item E - Construction Administration, the Engineer shall be paid a lump sum fee of \$56,240, assuming that the project is constructed by a single contractor.

For Item F - Facility Start-Up Services, the Engineer shall be paid a lump sum fee of \$4,800.

For Item G - Record Drawings and O&M Manual, the Engineer shall be paid a lump sum fee of \$8,784.

TOTAL ENGINEERING FEE = \$168,136

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.

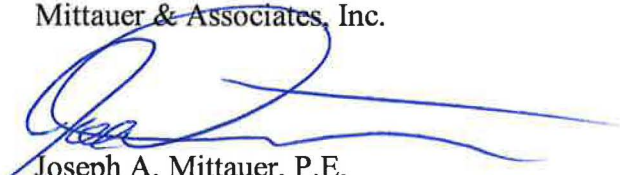
Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer 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.

City of Lake City, Florida
Engineering Services Agreement
March 16, 2021
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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: _____