

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

WORK ORDER NO.: _____

PURCHASE ORDER NO.: _____

PROJECT NAME: CR 209 South Utility Extensions
M&A Project 8905-57-1

CITY: CITY OF GREEN COVE SPRINGS, a political subdivision of the State of Florida

PROJECT MANAGER: Jason R. Shepler, P.E. (Vice President of Environmental Services)

CONSULTANT: Mittauer & Associates, Inc.

CONSULTANT'S ADDRESS: 580-1 Wells Road | Orange Park, Florida 32073

Execution of the Work Order by the CITY shall serve as authorization for the CONSULTANT to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "B", to that certain Agreement dated 2nd day of August, 2016 with associated amendments between the CITY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS (Check all that apply):

- DRAWINGS/PLANS/SPECIFICATIONS
- DETAILED SERVICES AND TASKS FOR PROJECT OR STUDY
- SPECIAL CONDITIONS
- _____

The CONSULTANT shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon receipt of a Purchase Order by the CONSULTANT. The CONSULTANT shall provide the following deliverables at denoted times:

- Topographic surveying activities (90 days from notice to proceed)
- 30% Submittal (60 days from topographic survey completion)
- 90% Submittal (30 days from delivery of CITY comments)
- 100% Submittal (15 days from delivery of CITY comments)

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

- "Lump Sum Basis"
- "Hourly Rate Basis" with a "Not-to-Exceed" amount
- "Hourly Rate Basis" with a "Limitation of Funds" amount

(b) If the compensation is based on a "Lump Sum Basis," then the CONSULTANT shall perform all work required by this Work Order for the following amounts per the attached Scope of Services:

• ITEM A: Basic Engineering Services – Design Phase	=	\$25,000.00
• ITEM B: Topographic Surveying	=	\$ 9,500.00
• ITEM C: Permitting Services	=	\$ 5,000.00
• ITEM D: Construction Admin (Eng.)	=	\$10,000.00
• <u>ITEM E: Meetings</u>	=	included above
TOTAL		= \$49,500.00

[See Attachment A for basis of fees utilizing piggy-back construction contract]

In no event shall the CONSULTANT be paid more than the "Lump Sum Fee" Amount.

(c) If the compensation is based on an "Hourly Rate Basis" with a "Not-to-Exceed" Amount, then the CONSULTANT shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The CONSULTANT'S compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on an "Hourly Rate Basis" with a "Limitation of Funds" Amount, then the CONSULTANT is not authorized to exceed the "Limitation of Funds" amount of _____ DOLLARS (\$_____) without prior written approval of the CITY. Such approval, if given by the CITY, shall indicate a new "Limitation of Funds" amount. The CONSULTANT shall advise the CITY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the "Limitation of Funds" amount. The CITY shall compensate the CONSULTANT for the actual work performed under this Work Order.


The CITY shall make payment to the CONSULTANT in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the CONSULTANT that this Work Order, until executed by the CITY, does not authorize the performance of any services by the CONSULTANT and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 2021, for the purposes stated herein.

MITTAUER & ASSOCIATES, INC.


Witness _____
JASON R. SHEPLER

By: 
Joseph A. Mittauer, President

CITY OF GREEN COVE SPRINGS, FLORIDA

Witness

By: _____
Steve Kennedy, City Manager

Date: _____

Encl.: ATTACHMENT A – SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
ATTACHMENT A - SCOPE OF SERVICES

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The proposed scope of work includes surveying, design, permitting, and construction-phase services to construct approximately 4,200 lineal feet of 4" force main and 12" water main extensions identified by the City along CR 209 South. The construction cost is estimated at \$379,000.

The following services are provided based on a 'piggy-back' contract for construction of the improvements. Therefore, traditional bidding services are not required and the construction drawings will be tailored to the project requirements in concert with the awarded contractor.

The design services do include development of drawings that will include plan and profile drawings and associated details for the Florida Department of Transportation (FDOT) right of way crossing.

A. BASIC ENGINEERING SERVICES - DESIGN PHASE

1. Preparation of plans and specifications for the construction of 12" water main and 4" force main installed by directional drilling methods utilizing Fusible PVC to extend utilities along CR 209 (South) westerly right-of-way line within a 15' wide utility easement. The pipeline will generally extend from the Roller Die facility (south end) to the Hammer & Steel facility (north end). One crossing under CR 209 will be required at the Hammer & Steel facility.
2. Completion of this task includes up to two design review meetings with the CITY to discuss the project and related deliverables.
3. All drawings will be prepared in AutoCAD.
4. Deliverables for ITEM A include the following:
 - 60% Submittal - Four (4) sets of each printable set including: 12"x18" plans, 24"x36" plans, and plans in pdf format.
 - 90% Submittal - Four (4) sets of each printable set including: 12"x18" plans, 24"x36" plans, plans in pdf format, DRAFT contract documents with technical specifications.

- 100%/Bid Submittal - Four (4) sets of each printable set including: 12"x18" plans, 24"x36" plans, plans in pdf format, contract documents with technical specifications.
- Preparation and distribution of meeting minutes and response to review comments, as applicable during design production.

B. TOPOGRAPHIC SURVEYING

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 B Investigation, in accordance with ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.

The Engineer shall also establish the right-of-way limits as indicated by available public records and available field monuments.

C. PERMITTING SERVICES

The Engineer shall prepare the following regulatory permit applications:

1. Florida Department of Environmental Protection (FDEP) Application for a Public Drinking Water Facility Construction Permit;
2. Florida Department of Transportation (FDOT) Utility Permit Application; and
3. Clay County Right-of-way Permit.

D. ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES

Provide standard Engineering Construction Administration Services including:

- coordination with CITY to prepare construction contract documents; attending a preconstruction conference; reviewing the Contractor's material shop drawings as it relates to the CITY's utility relocations; 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 as it relates to the CITY's utility work; processing change orders, if required; reviewing the Contractor's completion documents and record drawings; and performing a final inspection of the work. The Engineer has budgeted one (1) monthly meeting visit for a total of three (3) months.

E. MEETINGS

The Engineer shall attend/facilitate the following meetings during completion of the work:

- a. One Clay County Pre-Application Meeting
- b. Two CITY Meetings

F. DELIVERABLES

The Engineer shall provide the following for each deliverable:

- a. Plan submittals as defined in Section A.
- b. Topographic survey documents. Electronic document in 'dwg' and 'pdf' format.

EXCLUSIONS

The CITY shall provide copies of all available CITY records as may be required for the Engineer to complete these services such as record drawings of the CITY's utilities.

Site analyses do not include Phase 1 site assessments, Phase 2 site assessments, title opinions, title search, etc.

The CITY shall provide all regulatory agency permit application fees and related items.

The Engineer's scope of services does not include the preparation of traffic studies, fire flow test, zoning related tasks, or value engineering.

Geotechnical work is not included nor resident observation services.