

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

**WORK ORDER NO.:** \_\_\_\_\_

**PURCHASE ORDER NO.:** \_\_\_\_\_

**PROJECT NAME:** Oakridge Avenue Drainage Improvements (M&A Project 8905-66-1)  
Amendment No. 1 – Walnut Street Drainage Improvements

**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 “Attachment A”, to that certain Agreement dated 21<sup>st</sup> day of April, 2021 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:

- The services defined within this Task Order are related to the larger Oakridge Avenue Drainage Improvements project. Deliverables and time of completion of tasks will be incorporated into that project scope.

**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 sum of Thirty-five Thousand DOLLARS (\$35,000.00). 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 \_\_\_\_\_, 2024, for the purposes stated herein.

MITTAUER & ASSOCIATES

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Joseph A. Mittauer, President

CITY OF GREEN COVE SPRINGS

\_\_\_\_\_  
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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**PROJECT NAME:** Oakridge Avenue Drainage Improvements  
Amendment No. 1 – Walnut Street Drainage Improvements  
(M&A Project 8905-66-1)

It has come to the City’s attention that drainage issues exist along Walnut Street between North Highland Avenue and Vermont Avenue. Poor drainage during rain events has been documented along the southern portions of the Walnut Street right of way towards Vermont Avenue. This area abuts the eastern limits of the original project scope and extends approximately one block east. To confirm existing drainage patterns and potential solutions, the area of review with associated surveying will include those limits enclosed as **Figure 1**.

The project’s original scope of work is modified as follows:

**ITEM A - ENGINEERING DESIGN SERVICES**

Expand the project limits to include the **Figure 1** area. It is anticipated the drainage modifications in this area will be addressed separately from the Oakridge basin improvements due to elevation changes. The improvements will be incorporated into the 30%, 60%, 90%, and Bid milestone submittals.

**ITEM B - TOPOGRAPHIC & BOUNDARY SURVEY**

A topographic and right-of-way boundary survey will be completed for the limits depicted in **Figure 1**.

**ITEM D - ENVIRONMENTAL SCIENCE**

The proposed improvements do not anticipate encroachment into wetland areas. Should this condition change, the Engineer will notify the City and coordinate additional services.

**ITEM F - PERMITTING**

The proposed improvements do not anticipate permitting requirements. Should this condition change, the Engineer will notify the City and coordinate additional services.

**CONDITIONS**

The following items are excluded from the Engineer’s scope of work:

- 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, as well as copies of boundary surveys, plat maps, aerial and/or tax maps that may be available to the Client.
- Should land acquisition or easements be required for this project, the Client shall provide all services that may be required such as property appraisals, legal surveys, easements, title searches, zoning changes, attorney fees, recording fees, or value engineering.

**EXCLUSIONS**

- Environmental or stormwater permitting for Amendment No. 1 area.
- Geotechnical and other subsurface investigations.
- Grant funding applications or Grant Administration.
- Bid Administration and Construction Administration
- Resident (part-time or full-time) observation services.

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

**SCHEDULE OF FEES**

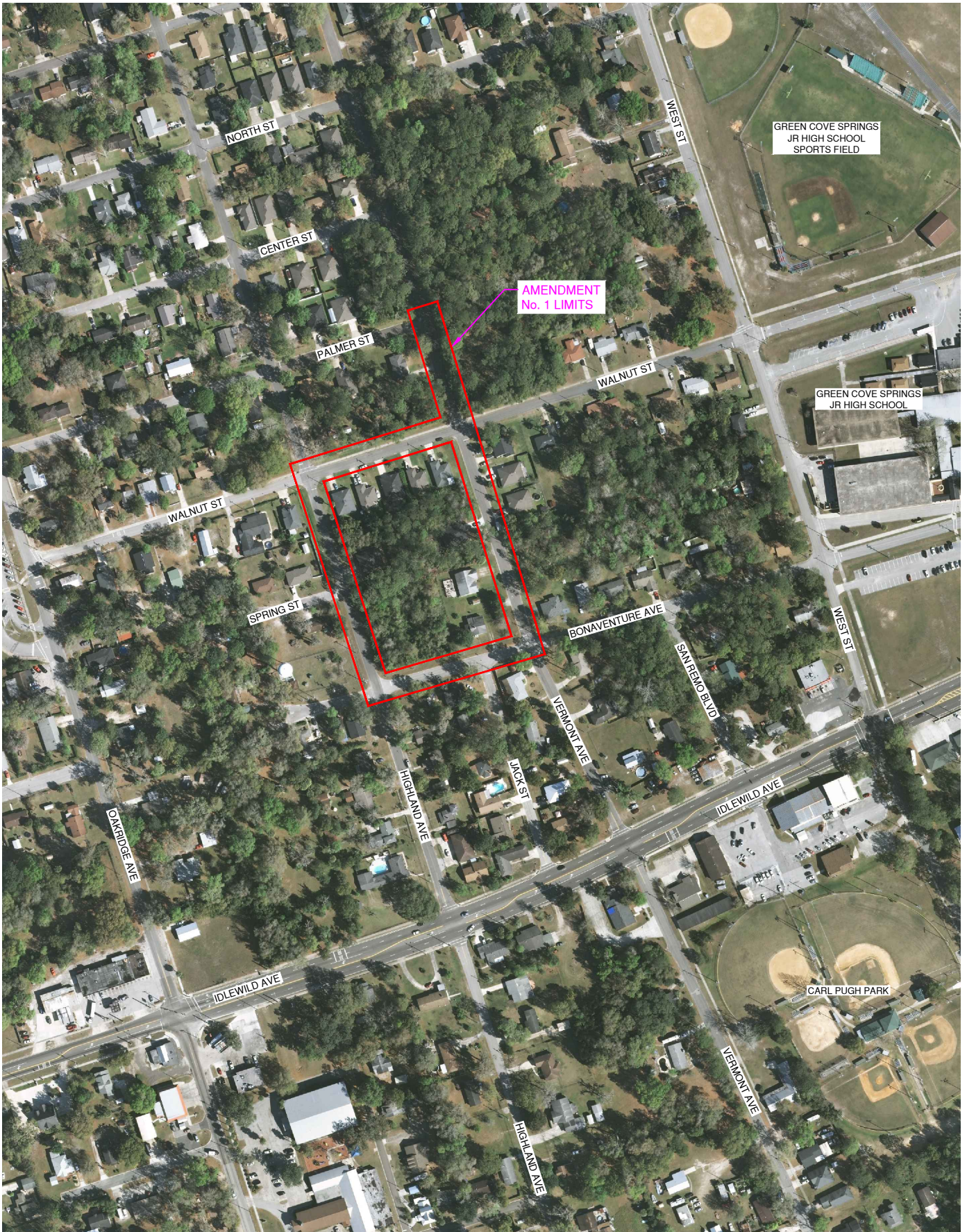
The following lump sum fees shall be added to the original contract values:

For Item A - Engineering Design Services	=	\$ 20,000
<u>For Item B - Topographic &amp; Boundary Survey</u>	=	<u>\$ 15,000</u>
<b>TOTAL</b>	=	<b>\$ 35,000</b>

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested.

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 it be required by law.





AMENDMENT  
No. 1 LIMITS

GREEN COVE SPRINGS  
JR HIGH SCHOOL  
SPORTS FIELD

GREEN COVE SPRINGS  
JR HIGH SCHOOL

CARL PUGH PARK



**MITTAUER**  
& ASSOCIATES, INC.  
CONSULTING ENGINEERS

580-1 WELLS ROAD, ORANGE PARK, FLORIDA 32073  
TEL. (904) 278-0030 FAX. (904) 278-0840 FLORIDA RY No. 6569

CITY OF GREEN COVE SPRINGS  
Oakridge Ave Drainage Improvements  
Amendment No. 1 Limits  
Clay County, Florida

EXHIBIT  
1

August 02, 2024  
Project No.  
8905-66-1