

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

WORK ORDER NO.: _____

PURCHASE ORDER NO.: _____

PROJECT NAME: DEP SRF Harbor Road WWTF Expansion, Phase 2
M&A Project 8905-56-1 (Bidding & Construction Administration)

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 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:

- Services to be provided concurrent with Phase 2 construction activities.

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 Six Hundred Ninety-Six Thousand and Five Hundred DOLLARS (\$696,500.00). 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.

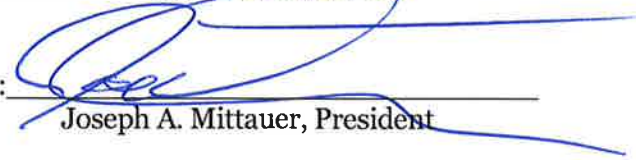
It is expressly understood by the CONSULTANT that this Work Order, until executed by the CITY, does not authorize the performance of any services by the CONSULTANT and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform 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 _____, 2020, for the purposes stated herein.

MITTAUER & ASSOCIATES, INC.



Witness

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 scope of services includes the following components:

ITEM A - ADMINISTRATION SERVICES

The Engineer shall prepare an FDEP Grant/Loan Application for the Construction Phase. The Engineer shall also complete the Engineer's Certification of Disbursement Release and coordinate other documentation needs to coincide with the Contractor's monthly pay request applications and assist the Client's reimbursement process. Other administrative services associated with the FDEP grant will be performed by the Client, the Client's Attorney or the Client's Accounting Firm.

ITEM B - CONSTRUCTION BIDDING SERVICES

The Engineer shall assist the Client in advertising the project for construction bids, based upon award to a single contractor, by preparing an invitation to bid, selling bid documents to prospective bidders, maintaining a record of prospective bidders to whom Bidding Documents have been issued, issuing addenda as appropriate to clarify, correct or change the bid documents, and preparing a tabulation of bids.

ITEM C - CONSTRUCTION ADMINISTRATION

The Engineer shall provide standard Engineering Construction Administration Services including the preparation of construction contract documents; 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.

ITEM D – SRF MONITORING REQUIREMENTS (DAVIS-BACON AND AMERICAN-IRON-STEEL MONITORING)

The Engineer will coordinate with the selected contractor(s) to review and comment on weekly payrolls to ensure they meet or exceed minimum Davis-Bacon wage requirements, and conduct up to three random site interviews to confirm employee payment amounts. The Engineer will build a file of the materials for record-keeping by the Client and review by the FDEP SRF Personnel.

The Engineer will coordinate with the selected contractor(s) to review and comment on shop drawings and/or other submittals for compliance with the FDEP SRF American Iron and Steel (AIS) requirements. The Engineer will build a file of the approved AIS materials for record-keeping by the Client and review by the FDEP SRF Personnel.

ITEM E - RESIDENT PROJECT REPRESENTATIVE SERVICES

The Engineer shall provide the services of a Resident Project Representative (RPR) at the site up to five (5) days per week in order to provide a more continuous observation of the Contractor's work. The construction contract duration is anticipated to extend for up to 20 continuous months.

ITEM F - START- UP SERVICES & OPERATION/MAINTENANCE MANUAL

The Engineer shall provide start-up services on the project including field time by the Engineer and assisting the Client's employees during the transition to the new facilities.

The Engineer will incorporate selected manufacturer's information and update the Client's operation and maintenance manual for the new system components.