

## **PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between *Mittauer and Associates, Inc.* whose address is *580-1 Wells Road, Orange Park, Florida, 32073*, hereinafter called the "CONSULTANT" and the City of Green Cove Springs, a political subdivision of Florida, by and through its City Council, hereinafter referred to as "CITY", whose address is *City of Green Cove Springs, 321 Walnut Street, Green Cove Springs, Florida 32043*.

### **WITNESSETH:**

**WHEREAS**, the CITY has identified the need to retain professional engineers for consulting purposes to assist City personnel; and

**WHEREAS**, the CITY desires to engage consulting engineering firms to provide general consulting and engineering services on a continuing Agreement basis for projects with construction costs of \$4,000,000 or less, study activity fees of \$500,000 or less, and work of a specified nature, as may be required; and

**WHEREAS**, the CITY issued a *Request for Qualifications (RFQ) No. LC 2020-21*; and

**WHEREAS**, the CITY received three (3) replies from consultants in response to the RFQ; and

**WHEREAS**, the City Council accepted staff's recommendation to award contracts to (2) two of the three responsive firms; and

**WHEREAS**, the CONSULTANT is competent and qualified to furnish professional engineering services to the CITY and desires to provide professional services according to the terms and conditions stated herein; and

**WHEREAS**, the CITY has followed the selection and negotiation process in accordance with the Consultant's Competitive Negotiation Act (CCNA), Chapter 287.055, Florida Statutes.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, the CITY and the CONSULTANT agree as follows:

1. **SERVICES** – The CITY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described, but not limited to those in the RFQ No. LC 2020-21, "the Scope of Services" from the RFQ is attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the CITY to place any orders for work.

2. **TERM** – The Term of this Agreement will commence upon the date of City Council approval as first written above and will be effective for one (1) year with an option to renew for four (4) successive one (1) year periods, subject to the mutual consent of the CITY and the CONSULTANT, unless otherwise amended or terminated as provided herein. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

3. **AUTHORIZATION FOR SERVICES**

a. Authorization for performance of professional services by the CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by the CITY. Acceptance of the Work Order shall be evidenced by CONSULTANT'S execution of the Work Order. Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The CITY shall have the right to either increase or decrease the services to be provided by the CONSULTANT as outlined in the Work Order, at any time and for any reason, upon written notice to the CONSULTANT in the form prescribed in Section 25. In the event that an addition to the Work Order is negotiated, the CONSULTANT shall be fully compensated. In the event that a reduction to the Work Order is requested, the CONSULTANT shall be fully compensated for work performed thus far. All modifications to a Work Order must be reduced to writing and signed by both the CITY and the CONSULTANT. The CITY makes no covenant or promise as to the number of available projects or that any project will be assigned to the CONSULTANT by the CITY during the life of this Agreement. The CITY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so.

b. City Department Directors are authorized to initiate Work Orders and serve as Project Managers; however, the City Manager or Designee shall sign and approve Work Orders and amendments and modifications to Work Orders on behalf of the CITY, in accordance with the adopted Purchasing Policies and Procedures of the City of Green Cove Springs.

4. **TIME FOR COMPLETION** – The services to be rendered by the CONSULTANT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the CITY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

5. **COMPENSATION** – The CITY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Lump Sum Basis," or on an "Hourly Rate Basis." If a Work Order is issued under an "Hourly Rate Basis", then CONSULTANT shall be compensated in accordance with the "Rate Schedule" attached as Exhibit "B". If a Work Order is issued under a "Lump Sum Basis", then the applicable Work Order Lump Sum Fee amount shall include any and all reimbursable expenses.

6. **REIMBURSABLE EXPENSES** – If a Work Order is issued on an "Hourly Rate Basis", then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order and to conditions, restrictions and limitations of Section 112.061, Florida Statutes. Reimbursable expenses may include actual expenditures made by the CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

- a. Expenses of transportation, when traveling in connection with the Project, based on Sections 112.061 (7) and (8), Florida Statutes, or their successor; actual cost of long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.
  - 1. Actual expense of reproductions, postage and handling of drawings and specifications.
  - 2. If authorized in writing in advance by the CITY, the cost of other expenditures made by the CONSULTANT in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the CITY.

7. **PAYMENT AND BILLING**

- a. As a condition precedent for any payment, the CONSULTANT shall submit monthly, an invoice to the CITY requesting payment for services properly rendered and expenses due. The CONSULTANT'S invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to an Hourly Rate Basis and the person's position rendering such service. The CONSULTANT'S invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the CITY may require. Each invoice shall bear the signature of the CONSULTANT, which signature shall constitute the CONSULTANT'S representation to the CITY that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided are for a public purpose, that all obligations of the CONSULTANT covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the CONSULTANT that payment of any portion thereof should be withheld. Submission of the CONSULTANT's invoice for final payment will be clearly marked Final Invoice and shall further constitute the CONSULTANT'S representation to the CITY that, upon receipt by the CONSULTANT of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the services provided, will be paid in full.
- b. If the Scope of Services to be performed by a Work Order is clearly defined in advance of the work effort, the Work Order shall, at the sole discretion of the CITY, be issued on a "Lump Sum Basis." Upon the CONSULTANT'S acceptance of the Work Order, the CONSULTANT shall perform all work required by the Work Order, but in no event, shall the CONSULTANT be paid more than the negotiated "Lump Sum Fee" amount stated therein.

- c. If the Scope of Services to be performed by a Work Order is not clearly defined, the Work Order may, at the sole discretion of the CITY, be issued on an "Hourly Rate Basis" and contain a "Not-to Exceed" amount. Upon the CONSULTANT'S acceptance of the Work Order, the CONSULTANT shall perform all work required by the Work Order, but in no event, shall the CONSULTANT be paid more than the "Not-to-Exceed" amount stated therein.
- d. If the Scope of Services to be performed by a Work Order is not clearly defined, the Work Order may, at the sole discretion of the CITY, be issued on an "Hourly Rate Basis" and contain a "Limitation of Funds" amount. Upon the CONSULTANT'S acceptance of the Work Order, the CONSULTANT shall perform all work required by the Work Order, but in no event, shall the CONSULTANT be authorized to exceed that amount without the prior written approval of the CITY. Said 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 any Work Order that equals or exceeds eighty percent (80%) of the "Limitation of Funds" amount.
- e. For Work Orders issued on a "Lump Sum Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event, shall the invoice amount exceed a percentage of the "Lump Sum Fee" amount equal to a percentage of the total services actually completed.
- f. For Work Orders issued on an "Hourly Rate Basis" with a "Not-to-Exceed" amount, the CONSULTANT may invoice the amount due for actual work hours performed, but in no event, shall the invoice amount exceed a percentage of the "Not-to-Exceed" amount equal to a percentage of the total services actually completed.
- g. For Work Orders issued on an "Hourly Rate Basis" with a "Limitation of Funds" amount, the CONSULTANT may invoice the amount due for services actually performed and completed.
- h. Each Work Order, whether issued on a "Lump Sum Basis" or an "Hourly Rate Basis" with a "Not-to-Exceed" amount shall be treated separately.
- i. The CITY shall make payments to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Purchase Order Number, and all other information required by this Agreement.
- j. Invoices shall be reviewed and approved by the Project Manager prior to payment. The original invoice shall be sent to:

City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, Florida 32043  
Attn: Scott Schultz

8. **GENERAL TERMS OF PAYMENT AND BILLING**

- a. Payments for all sums properly invoiced shall be made upon satisfactory completion of work required hereunder. Upon final acceptance of the work by the CITY, the CONSULTANT may invoice the CITY for the full amount of compensation provided for under the terms of this Agreement, less any amount already paid by the CITY. The CITY shall pay the CONSULTANT within thirty (30) days from receipt of a correct invoice.
- b. The CITY may perform or have performed an audit of the records of the CONSULTANT either within one (1) year following project completion and final payment for services covered under this Agreement, or at any time during the project term. This audit would be performed at a time mutually agreeable to the CONSULTANT and the CITY either subsequent to the close of the final fiscal period in which the last work is performed or during the term of this Agreement. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in Subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as provided by Subsection (a) of this Section.
- c. The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONSULTANT'S office at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for audit or inspection as provided for in Subsection (b) of this Section or as required by Chapter 119, Florida Statutes, and schedules established by the Bureau or Archives and Record Management for the State of Florida, whichever shall be greater.
- d. In the event any audit or inspection conducted after final payment, but within the period provided in Subsection (c) of this Section reveals any overpayment by the CITY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the CITY within thirty (30) days written notice by the CITY, in the form prescribed in Section 25.

9. **RESPONSIBILITIES OF THE CONSULTANT**

- a. The CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

- b. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement. The CONSULTANT shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

10. **OWNERSHIP OF DOCUMENTS**

- a. The CITY shall have the unlimited rights, for the benefit of the City, in all original drawings, designs, specifications, notes and other consultant's work produced in the performance of this Agreement, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work. All documents, including drawings and specifications prepared by the CONSULTANT pursuant to this Agreement shall be instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by the CITY or any others for any other project. Reuse for another project without written verification or adoption by the CONSULTANT for specific purpose intended will be at the CITY's risk. Any such verification or adaptation, if required by the CITY will entitle the CONSULTANT to further compensation at rates to be agreed by the CITY and the CONSULTANT. The original set and one additional copy of plans and specifications shall be delivered to and become the property of the CITY upon completion of the work by the CONSULTANT.

11. **TERMINATION**

- a. The CITY may by giving written notice to the CONSULTANT, in the form prescribed in Section 25, terminate this Agreement or any Work Order issued hereunder, in whole or in part, immediately, for cause, due to the failure of the CONSULTANT to fulfill its Agreement obligations. The CITY shall be the sole judge of non-performance. Further, either the CITY or the CONSULTANT may terminate this Agreement for convenience, with a thirty (30) day written notice, in the form prescribed in Section 25. The City Manager is authorized to terminate this Agreement on behalf of the CITY as directed by the City Council. Upon receipt of such written notice, the CONSULTANT shall:
  - (1) Immediately discontinue all services affected unless the notice directs otherwise, and
  - (2) Promptly deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

- b. If the termination is for the convenience of the CITY, the CONSULTANT shall be paid compensation for services performed to the date of termination within thirty (30) days after delivery of such work and upon receipt of an invoice. If this Agreement calls for the payment based on a "Lump Sum Basis", the CITY shall pay the CONSULTANT no more than a percentage of the "Lump Sum Basis" amount equivalent to the percentage of the completion of work, as determined solely and conclusively, contemplated by this Agreement.
  - c. If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the CITY may take over the work and ensure its completion by either other Agreements or in a manner that is in the best interest of the CITY to do so. In such case, the CONSULTANT shall be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONSULTANT; provided, however, that the CONSULTANT shall be responsible and liable for the actions of its subconsultants, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the CITY in its sovereign or contractual capacity, fires, floods, pandemic, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONSULTANT.
  - d. If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the CITY. In such event, adjustment in the Agreement price shall be made as provided in Subsection (b) of this Section.
  - e. If funds to finance this Agreement become unavailable, the CITY may terminate the Agreement with no less than twenty-four (24) hours written notice to the CONSULTANT in the form prescribed in Section 25. The CITY will be the final authority as to the availability of funds. The CITY will pay the CONSULTANT for all work completed prior to any notice of termination.
  - f. The rights and remedies of the CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.
12. **AGREEMENT AND WORK ORDER IN CONFLICT** – Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.
13. **NO CONTINGENT FEES** – The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14. **CONFLICT OF INTEREST**

- a. The CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the CITY.
- b. The CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any City employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.
- c. In the event that the CONSULTANT causes or in any way promotes or encourages a City officer, employee, or agent to violate Chapter 112, Florida Statutes, the CITY shall have the right to terminate this Agreement pursuant to Section 11.

15. **ASSIGNMENT** – This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

16. **INDEMNIFICATION** – The CONSULTANT agrees to indemnify and hold harmless the CITY, and its officers and employees, from claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or of the CITY beyond the waiver provided in Section 768.28, Florida Statutes.

17. **INSURANCE** – The CONSULTANT will, for the life of this Agreement, maintain insurance in the types and amounts detailed in RFQ LC 2020-21. The CONSULTANT will provide the CITY with Certificates of Insurance that demonstrate coverage in at least the types and amount required herein and that the CITY shall be notified in writing at least thirty (30) days before any such insurance is cancelled. The CONSULTANT shall certify that all subconsultants comply with the same insurance requirements.

- a. Obligations – Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.



18. **MODIFICATIONS, AMENDMENTS OR ALTERATIONS** – No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
19. **INDEPENDENT CONSULTANT** – It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.
20. **EMPLOYEE STATUS** – Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY'S officers and employees either by operation of law or by the CITY.
21. **SERVICES NOT PROVIDED FOR** – The CITY shall honor no claim for services furnished by the CONSULTANT not specifically provided for herein.
22. **PUBLIC RECORDS LAW** – Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

CONSULTANT, or provider of services hereunder, shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the CONSULTANT in conjunction with this Contract. Specifically, the CONSULTANT must:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services being performed by the CONSULTANT.
- (2) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer at no cost to the City for all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The CONSULTANT shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the City a copy of the CONSULTANT's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the City. The City's contact regarding all public records requests is Erin West, City Clerk, e-mail [ewest@greencovesprings.com](mailto:ewest@greencovesprings.com).

THIS ARTICLE WILL BE DEEMED TO APPLY TO ALL SERVICE CONTRACTS UNLESS THE CONSULTANT CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.

23. **COMPLIANCE WITH LAWS AND REGULATIONS** – In providing all services pursuant to this Agreement, the CONSULTANT shall exercise usual and customary professional care in its efforts to abide by all statutes, laws, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Engineer shall secure all licenses or permits required by law or regulations, and shall comply with all ordinances, laws, orders, rules and regulations pertaining to its work hereunder. Any violation of said statutes, laws, ordinances, rules, or regulations shall entitle the CITY to terminate this Agreement immediately, for cause, upon written notice in the form prescribed in Section 25 to the CONSULTANT.
24. **CIRCULAR TWO C.F.R. 200.326 AND C.F.R. 200, APPENDIX II**  
Terms found in 2 C.F.R. 200.326 and 2 C. F. R. Part 200, Appendix II, Required Contract Clauses, are included as part of this agreement by reference.
25. **NOTICE** – Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice to-wit:

**FOR CITY:**

Mike Null, Assistant City Manager  
City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, Florida 32043

**FOR CONSULTANT:**

Joseph Mittauer, P.E.  
Mittauer & Associates, Inc.  
580-1 Wells Road  
Orange Park, FL 32073

26. **SUCCESSORS AND ASSIGNS** – The CITY and CONSULTANT each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
27. **THIRD PARTY BENEFICIARIES** – This Agreement does not create any relationship with, or any rights in favor of, any third party.
28. **NON-WAIVER** – The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
29. **GOVERNING LAW AND VENUE** – This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Clay County.
30. **ATTACHMENTS** – All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
31. **AMENDMENTS** – The parties may amend this Agreement only by mutual written agreement of the parties with the same formality and of equal dignity herewith.
32. **CAPTIONS AND SECTION HEADINGS** – Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
33. **CONSTRUCTION** – This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
34. **COLLUSION** – By signing this Agreement, the CONSULTANT declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, CONSULTANTS or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
35. **RIGHTS AT LAW RETAINED** – The rights and remedies of the CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.
36. **ENTIRE AGREEMENT** – This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date first written above by the CITY.

**CITY OF GREEN COVE SPRINGS**

**Mittauer and Associates, Inc.**

By: \_\_\_\_\_  
B. Van Royal, Mayor

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

By: \_\_\_\_\_  
Steve Kennedy, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Erin West, City Clerk

**APPROVED AS TO FORM AND CONTENT:**

By: \_\_\_\_\_  
L. J. Arnold, III, City Attorney

One (1) Exhibits:

- Exhibit "A" – Scope of Services RFQ No. LC 2020-21
- Exhibit "B" – Schedule of Rates

## EXHIBIT "A"

### PROJECT DESCRIPTION:

The City of Green Cove Springs seeks proposals for Engineering Services for Water, Wastewater, Drainage, Stormwater, Parks and Roadways. The City seeks to engage as many as six (6) responsive firms for Continuing Services Contracts.

### SCOPE OF SERVICES

The City of Green Cove Springs has an established Capital Improvement Program. The consultant(s) selected will function as the City's Engineering Consultant(s) and perform related engineering services, general consulting services, and construction inspection services. General consulting services will normally be paid for on a General Task Order not to exceed a specified amount. Project Engineering and Construction Inspection Services will normally be requested and paid for on a Task Oder specific to each project.

The Capital Improvement Program will change each budget year and may change more frequently. The City does not commit to use the selected consultant(s) on any or all of these projects. Consultants may be selected specifically for individual projects based on the grant requirements or the desires of the City.

The selected firm(s) should be headquartered in or have a Florida regional office within 75 miles of Green Cove Springs. The successful firm(s) must be capable of being at the project site within two hours in the event of a local emergency. Time charged for projects should exclude time spent traveling to and from the firm's office and to or from Green Cove Springs.

#### **1. Water/Wastewater**

The City provides water and irrigation services to residents, businesses and industries within its service area from two water treatment plants. The potable water supply facilities consist of five groundwater supply wells, two treatment plants, four ground storage tanks, three elevated storage tanks and associated distribution piping.

Wastewater treatment is provided from two wastewater treatment plants with nutrient discharge permit limitations, two master pump stations, several collection system pump stations and associated collector sewers and force mains.

Reclaimed water is provided to the Magnolia Point Golf Course for irrigation from the Harbor Road wastewater facility. Evaluation of further expansion of the reclaimed water system is under way.

We will expect our consultant(s) to assist in planning, permitting and design for system maintenance and expansion, master planning and concurrency planning of our water, wastewater and reclaimed water systems. They will also be expected to assist in identifying financing sources and options as may be needed on various projects.

#### **2. Drainage, Stormwater and Roadway/Parks**

The City is broken up into three main sections: Magnolia Point, Core City and Reynolds Park. Each of these areas is approximately two (2) square miles in area. Magnolia Point and Reynolds both have privately owned and maintained streets and drainage systems. The City maintains the streets and drainage within the Core City and Magnolia West subdivision, which is west of Magnolia Point and detached from the Core City. The City maintains approximately 25 miles of

paved roads and one (1) mile of unpaved roads. The City maintains a stormwater system comprised of approximately 25 drainage basins with most outfalls discharging directly into Governor's Creek or the St. Johns River. The City is responsible to the state's NPDES stormwater program under its Phase II MS4 NPDES permit. The City is also responsible under the Lower St. Johns River TMDL Basin Management Action Plan (BMAP) for nutrient loading into the River.

Much of the City's streets and drainage infrastructure was constructed in the 1920s and is in constant need of repair. The City also maintains three passive recreation parks, all City rights-of-way, the State right-of-way within the City Limits (landscaping and cleaning only), a City pier on the St. Johns River, and a 136-acre nature preserve which has been acquired through the assistance of the Florida Conservation Trust's Florida Forever Program. The City is heavily dependent upon grants for most of its major capital projects.

The Contract to be entered into will be for various projects as needed.

In addition to the City's stormwater management program, various drainage and roadway related projects are constantly being identified. These projects may involve water quality, water quantity, erosion, etc. and generally come as a result of an aging infrastructure or lack thereof. The successful firm will be required to have the ability to take these projects from initial identification through the completion of construction. Work will consist of ongoing drainage engineering services for projects under the City's purview including but not limited to:

**I. Drainage planning, permitting, design, and construction phase services for:**

- Water quality enhancement facilities
- Storm drain improvements and rehabilitation
- Flood, stream erosion stabilization and stream restoration related channel improvements
- Hydrologic and hydraulic modeling
- FEMA flood insurance rate map revision/update assistance
- Studies and evaluation of water quality improvements, stream erosion stabilization and flood hazard mitigation projects
- Environmental assessment of proposed drainage projects
- GIS-based water quality enhancement, database, flood plain, and/or erosion studies

**II. Stormwater & Drainage Services Support to include but not be limited to:**

- Creating City master plan
- Stormwater management needs assessment
- Stormwater financing mechanism evaluation and implementation
- Stormwater facility inventory and characterization
- GIS-based pollutant load modeling
- Stormwater retrofit design
- Drainage system design
- Design standard development
- Plans preparation
- RFP document development
- Regulatory permitting
- Survey support
- Geotechnical support
- Grant assistance
- Computer modeling—hydrodynamic-ground/surface water, water quality statistical and analysis
- Stakeholder coordination and support

**II. National Pollutant Discharge Elimination System (NPDES) Support:**

- Permit tracking
- Permit renewal/modification
- Compliance assistance
- Ordinance evaluation/modification assistance

**IV. Total Maximum Daily Loads Support**

- Stakeholder coordination and support
- Non-point source loading calculations
- Water quality and biological assessments
- Nutrient balance
- BMP optimization
- Water quality monitoring

**V. Roadway Services**

Transportation

- Urban roadway planning and design
- Rural roadway planning and design
- Intersection planning and design
  - Conduct and analyze signal warrant analysis
  - Conduct and analyze roundabout justification studies
  - Structural design for traffic signals
  - Conduct, review and analyze transportation and traffic studies
  - Conduct transportation networks analysis
  - Assist in transportation network concurrency management
  - Roadway Segment Analysis

It shall be understood that the professional services to be provided will consist of various water, wastewater, reclaimed water, drainage, drainage related projects, civil and roadway, and that each project must be authorized separately. Prior to the authorization of any project, the engineer will prepare a detailed scope of work, consulting fee, and project schedule for the City's consideration.

This procurement shall be conducted in accordance with the City of Green Cove Springs' Purchasing Policies and Florida Statutes 287.

EXHIBIT "B"



**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

SCHEDULE OF HOURLY RATES

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal .....	\$210
Senior Project Director .....	\$184
Senior Project Manager .....	\$164
Project Manager .....	\$140
Senior Engineer .....	\$110
Project Engineer .....	\$90
Senior Engineering Designer .....	\$130
Senior Survey Technician .....	\$110
Engineering Designer .....	\$94
CAD or Survey Technician .....	\$70
Project Assistant .....	\$88
Resident Field Representative - (part time) .....	\$90
Resident Field Representative - (full time) .....	\$80
Administrative Assistant .....	\$60
Secretary .....	\$46
2-man Topo Survey Crew .....	\$168

All rates are subject to periodic adjustment for personnel and administrative cost changes, effective January 1, 2021.