

**Pineda Causeway Water Transmission Mains
Services During Construction
City Project No. 30315
Amendment #8
June 21, 2021**

Owner: City of Melbourne
JPA Member: City of Cocoa
Consultant: Reiss Engineering, Inc. (REI), a CHA Company

I. INTRODUCTION

The City of Melbourne's and the City Cocoa's Pineda Causeway Water Transmission Mains project will include the construction of two (2) water transmission mains across the Indian River, Merritt Island, and the Banana River near the Pineda Causeway.

In January 2017, Reiss Engineering, Inc. (REI), a CHA Company, was selected to design Melbourne's water transmission main along the Pineda Causeway. In May of 2018, the City of Melbourne entered into an inter-locality Joint Purchasing Agreement (JPA) with the City of Cocoa to include a second water transmission main as part of the project. For the purposes of this scope of services, the City of Melbourne and the City of Cocoa will be referred to as Owners.

REI is currently completing 100% design efforts for the Pineda Causeway WTM project which are estimated to be completed in September 2020.

The Owners have requested that REI provide support services during construction of the projects. This Scope of Services includes services during construction associated with the two (2) Pineda Causeway Water Transmission Mains and connection piping. REI has prepared this scope of services to include construction phase services for the construction of the water transmission mains and connection piping in accordance with the associated FDEP, USACE, FDOT, FEC Railroad, and Brevard County permits and the construction Contract Documents, and for REI, the Engineer of Record, to certify the construction to permitting agencies and sign and seal Record Drawings.

This Scope of Services includes the following tasks which are described in detail below:

II. SCOPE OF SERVICES

TASK 1 – CONSTRUCTION PHASE SERVICES

The duration of construction phase services is based on a 72-week construction contract for the Pineda Causeway Water Transmission Mains. Engineer will perform the following tasks to assist the Owners during construction of Pineda Causeway Water Transmission Mains to ensure that the project was completed in general conformance with the approved construction documents. Engineer will perform the following services:

- **Construction Administration** – Perform general project coordination and management activities, attend internal meetings, coordinate REI and sub-consultant staffing for individual tasks, perform administrative activities, and coordinate activities and communications with Melbourne and Cocoa City staff. Prepare and submit invoices for this assignment. Status reports will be prepared and submitted on a monthly basis to advise and highlight the overall progress of the tasks, as well as identify activities which are completed, on-going, or pending.
- **Conform Contract Documents** – Conform the contract documents prior to construction. A conformed set of documents with addendum information incorporated will be provided.
- **Preconstruction Conference** – Prepare Agenda and attend the Owners' preconstruction conference with the Contractor. The Engineer will prepare and submit meeting summary within 5 business days of the progress meeting.
- **Design Clarification Responses** – Provide technical interpretation of the drawings, specifications, and Contract Documents, and evaluate requested deviation from the approved design or specification, and issue field orders as necessary.
- **Submittal Review** – Review shop drawings and other data that the Contractor is required to submit. These shall be reviewed for general conformance with the design concept of the projects and general compliance with the information given in the Contract Documents. Up to eighty (80) submittals are anticipated (including re-submittals).
- **RFI Responses** – Review and respond to requests for information (RFI) from the Contractor. Up to one hundred (100) RFIs are anticipated.
- **Change Orders** – Review and respond to proposed changes to the project.
- **Pay Request Review** – Review, recommend, and submit to the City of Melbourne and the City of Cocoa for payment the monthly pay request from the Contractor.
- **Construction Oversight/EOR Site Visits/Progress Meetings.** – Provide up to 80 hrs/month of construction oversight for 65 weeks reviewing daily drilling logs, schedules, and conformance with quality control procedures. On-site overview will include meetings with the RPR and the Contractor Superintendent to discuss drilling data, weekly schedules, material deliveries, maintenance of traffic, permit compliance, and potential issues. EOR make fifteen (15) periodic site visits to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. Coordinate, conduct, and summarize progress meetings held during the fifteen (15) periodic site visits.
- **Record Drawings** – Prepare record drawings by transcribing information provided by the Contractor. Engineer will revise original design drawings of the project and submit to the Owners within 30 working days of the final completion date, one set of drawings and an electronic file (AutoCAD) of the record drawing using information supplied by the Contractor(s), onsite representative personnel, supplier, the Owners' personnel, and other sources. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings. Record drawings will incorporate piping survey information collected during construction and a final survey of valves and ARVs after construction is complete.

- ***Certificates of Completion*** – Prepare certificates of completion of construction to all permitting agencies for approval.
- ***Project Close-out*** – Make final review of construction to determine if work was completed in general conformance of the Contract Documents. Assist in negotiating the final payment for construction.

TASK 2 – RESIDENT PROJECT REPRESENTATIVE

Engineer will provide resident construction representative (RPR) services for up to 65 weeks during the construction phase of the Project to assist the Owners in observing the progress and quality of the Work.

Engineer shall perform the following:

- ***General Activities*** – Through RPR's observations of the Contractor's Work, Engineer shall endeavor to provide further protection for the Owners against defects and deficiencies in the Work. However, Engineer shall not as a result of such observations of the Contractor's Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident to the Work or any contractor's work in progress, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. RPR will also attend monthly progress meetings as scheduled.
- ***Permit Compliance*** – Through RPR's observations, Engineer shall provide monthly updates regarding compliance with permits.
- ***Construction Activity Documentation*** – RPR shall document ongoing construction activity by keeping daily construction logs of daily activities.
- ***Materials Inspections and Log*** – RPR shall inspect and keep a log for materials delivered to the site suitable for SRF compliance.

TASK 3 – STATE REVOLVING FUND COMPLIANCE

The following services required for State Revolving Fund (SRF) compliance will be provided for this Project as defined below.

- ***SRF Schedule Compliance and Communication Management*** – Monitor Contractor's construction schedule. Construction schedule (starting and completion dates) shall be kept as per FDEP SRF approval. Advise FDEP SRF Project Manager in writing of any delays and/or completion date changes. Request FDEP SRF approval for any deviation from original approval. If any point during the progress of the work, REI is of the opinion that Contract Work will not be completed on time, the Contractor will be advised in writing

with facts supporting REI's opinion. The Owners and government/funding agencies will be sent copies of this correspondence.

- ***SRF Compliance Assistance*** – Provide State Revolving Fund (SRF) compliance assistance which includes the Davis Bacon Act compliance site interviews, coordination once per quarter for up to 65 weeks, contractor payroll review, and task documentation for up to 65 weeks. These services include the following.
 - Provide compliance support for the SRF Loan for the Project.
 - Provide a monthly transmittal letter listing the SRF compliance documents submitted by the Contractor and the original documents.
 - Provide monthly submittal of weekly payroll and fringe benefit documents.
 - Labor interviews of selected Contractor and Subcontractor staff.
 - Confirming conformance with American Iron and Steel requirements.

III. COMPENSATION

For the professional services set forth in this Scope document, the Owners shall compensate Reiss Engineering, Inc. a lump sum fee for Tasks 1 through 3 on a percent completed basis as shown below.

Task	Melbourne Cost	Cocoa Cost	Total
1. CONSTRUCTION PHASE SERVICES	\$ 473,483	\$ 473,483	\$ 946,966
2. RESIDENT PROJECT REPRESENTATIVE	\$ 335,000	\$ 335,000	\$ 670,000
3. STATE REVOLVING FUND COMPLIANCE	\$ 73,016		\$ 73,016
Total Cost	\$ 881,499	\$ 808,483	\$1,689,982

IV. SCHEDULE

The schedule for the services during construction efforts for this project is defined as 72 weeks from notice to proceed to final completion.

V. OWNERS RESPONSIBILITIES

The Owners will be responsible for the following:

1. Participating in technical reviews, meetings, workshops, and policy decisions as required.

VI. ADDITIONAL SERVICES

The following are examples of some specific additional services that may be required but are not included within this Scope of Services.

1. Easement acquisition services or construction staging area coordination.

2. Contractor selection or additional contract administration services.
3. Construction phase related services that result from a delay in completing construction by the Contractor.
4. Additional copies of the construction documents to the Owners in excess of those specified herein or additional expenses (if authorized by the Owners)
5. Resident Project Representative (RPR) services or periodic site visits in excess of times specified herein.
6. SRF compliance services in excess of times specified herein.
7. Construction surveying/staking.
8. Re-design or re-permitting efforts (including associated permitting fees).
9. Services during construction past the assumed construction duration or in excess

These and other services can be provided, if desired by the Owners, under separate Scope of Service(s) or by an amendment to this Scope of Services.

VII. ACCEPTANCE

This amendment shall become part of the Agreement upon execution of both parties.

CITY OF MELBOURNE, FLORIDA
Acting by and through its City Council

REISS ENGINEERING, INC.

By: _____
Shannon M. Lewis, City Manager

By:  _____
C. Robert Reiss, Ph.D., P.E., President

Date: _____

Date: 6/28/2021