

**CHANGE ORDER NO. 1 TO  
WORK ASSIGNMENT NO. 6 PURSUANT  
TO THE JULY 13, 2010 AGREEMENT  
BETWEEN THE  
CITY OF VENICE, FLORIDA AND ATKINS NORTH AMERICA, INC.  
(ATKINS)**

WHEREAS, on July 13, 2010, the City of Venice, Florida (“OWNER”) and Atkins (“CONSULTANT”), entered into an Agreement whereby the CONSULTANT would perform professional services for the OWNER pursuant to an executed Work Assignment; and

WHEREAS, On March 26, 2013 OWNER and CONSULTANT entered into Work Assignment No. 6 under which CONSULTANT is to perform design, permitting, construction administration and inspection services for the US 41 Bypass Utility Relocations project; and

WHEREAS, on July 9, 2015, the OWNER and CONSULTANT entered into a renewal of the Agreement; and

WHEREAS, the OWNER wishes to authorize the CONSULTANT to perform additional Construction Administration and Inspection services under Work Assignment No. 6; and

WHEREAS, the CONSULTANT wishes to perform such additional services,

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the July 13, 2010, Agreement, Work Assignment No. 6, and this Change Order No. 1, the parties agree as follows:

1. Scope of services to be performed. CONSULTANT shall perform the services described in the Scope of Services attached hereto as Attachment “A”.
2. Compensation to be paid. OWNER shall pay the CONSULTANT the sum of *Eighty-Seven Thousand Six Hundred Eighty dollars (\$87,680.00)* for additional services outlined in Change Order No. 1 . Change Order No. 1 will increase the current fee amount of Two Hundred Seventy-Nine Thousand Six Hundred Thirty-Two dollars (\$279,632.00) to Three Hundred Sixty-Seven Thousand Three Hundred Twelve dollars (\$367,312.00).
3. Time for completion. CONSULTANT shall complete the professional services specified in t his Change Order within three hundred sixty-five (365) days from the date of this Change Order.
4. The terms and conditions of the July 13, 2010 Agreement shall remain in full force and effect until the completion of Work Assignment No. 6 as modified pursuant to this Change Order No. 1.

IN WITNESS WHEREOF, the parties have executed this Change Order on the \_\_\_\_ day of  
\_\_\_\_, 2016.

CONSULTANT



---

CITY OF VENICE, FLORIDA

By: \_\_\_\_\_

ATTEST:

Mayor:

---

Attachment A  
SCOPE OF ADDITIONAL CONSTRUCTION SERVICES FOR  
CHANGE ORDER-1 FOR WORK ASSIGNMENT 6  
US 41 BYPASS UTILITY RELOCATIONS  
DESIGN, PERMITTING, AND CONSTRUCTION PHASE SERVICES

I. GENERAL DESCRIPTION OF THE ADDENDUM

This Change Order is for additional fees to provide services that are outside of the original scope of work. The construction duration for the utility replacements has exceeded the number of days provided in the original work assignment. Additionally, a plan change is required during construction to avoid a conflict not identified in the survey or during the design phase of the work assignment.

II. SCOPE OF SERVICES

CONSULTANT will provide the following professional engineering services:

TASK F: Additional Construction Phase Services

The scope of this addendum assumes that the utility construction will take no more than 75 non-consecutive days to construct. The CONSULTANT's personnel will utilize time only when the contractor or an agent of the contractor is on-site, or they are actively fulfilling a work effort specifically related to the project. Many facets that control the length of the project and necessary effort are outside of the control of the CONSULTANT. Hours shown in this work assignment are only estimates.

- A. Provide part-time construction management services to coordinate the activities of the parties involved in completing the project. These may include site visits; attending project meetings; reviewing records of activities and events relating to the project; documenting significant project changes; interpreting plans and specifications; making recommendations to City's Project Manager to resolve Construction disputes; and maintaining surveillance of Contractor activities. CONSULTANT will maintain a log and review construction related submittals (contractor schedules, RFIs, Shop Drawings, etc.). Those not meeting requirements will be rejected without further consideration and returned to the contractor for revision and re-submittal.

Specifically, these services will include:

- Attend Utility Coordination Meetings
- Attend Construction Progress Meetings
- Offer field value engineering
- Evaluate quality and quantity of Utility work as it progresses
- Provide estimate of installed quantities authorized for payment to FDOT

- Determine and document if deliverables from the contractor meet project requirements
  - Determine and document if materials used are in compliance with project documents
- B. Provide a site representative during utility construction, with limited supervision by the construction manager, to observe and document the work. In general CONSULTANT's personnel shall be qualified with demonstrated and adequate experience, training, and expertise in the specific discipline or area of work being observed. The site representative will be provided a digital camera, a laptop computer and email access.
- C. Site representative will monitor the Contractor's on-site construction operations and inspect materials entering into the work as required to assure that the project is completed in reasonable conformity with the plans, specifications, and other Construction Contract provisions. Upon discovery, deficiencies will immediately be brought to the attention of the contractor with follow up e-mails sent to the project manager and appropriate City staff. The site representative will accompany, when required, the City and visiting inspectors representing any governmental agency having jurisdiction over the project and make written record of the outcome of these inspections and report to the City.
- D. CONSULTANT's site representative will maintain a daily field observation report, open to inspection by the City at any time during regular working hours, and record site representative's and Contractor's hours on the job site, weather conditions, data relative to questions or extras or deductions, list of visitors, daily activities, number of labor force, Contractor's equipment, decisions, observations in general and specific terms as to the daily progress of construction, and detailed observations as relates to test procedures. Daily reports will be provided to the City on a weekly basis
- E. Prepare modified construction drawings to avoid utility conflicts with the existing concrete encasement located near station 1423+85. The modified drawings will include changes to the 16" force main, 16" raw water main, and 8" water main.

The above services are specific to the Utility portion of this roadway project and do not include services related to any construction not related to the design identified in this scope of work.

Unless specifically stated, this scope of work does not provide for design modifications to the approved plans and specifications, laboratory testing, on-site testing/monitoring, and/or professional surveying services.

### III. CITY RESPONSIBILITIES

The OWNER will be responsible for either assisting CONSULTANT with obtaining or providing CONSULTANT with all of the following if available:

- A. Available times for utility shutdowns.
- B. Location of known valves and utility appurtenances which impact utilities within the project area.

#### IV. GENERAL REQUIREMENTS & ASSUMPTIONS

- A. All design drawings/construction plans will be prepared with the use of Microstation software.
- B. All design documents and reports by the CONSULTANT will be signed and sealed by a licensed Professional Engineer in the State of Florida, as defined by State Statute Chapter 471.
- C. This scope of work does not include Hydraulic modeling. The City of Venice will provide all pipe sizes.
- D. This scope of work does not include services beyond 365 calendar days of this addendum.
- E. This scope of work assumes no more than 600 hours of utility inspection.

#### V. COMPENSATION TO BE PAID

Compensation for the tasks outlined above is based on the table below. The total compensation for Task F will be for the amount not to exceed \$87,680. Fees for this Task will be billed monthly and is based on the hourly rate schedule included in the Agreement.

Task	Task name	Fee Type	Original	Change Order 1	Total Contract
			Task Amount	Task Amount	Task Amount
<b>LUMP SUM</b>					
A	FDOT Coordination, Data Collection, Meetings	Lump Sum	\$39,584	\$0.00	\$39,584.00
B	Utility Relocation Design	Lump Sum	\$57,108	\$0.00	\$57,108.00
C	Permitting	Lump Sum	\$10,368	\$0.00	\$10,368.00
D	Bid Phase Services	Lump Sum	\$14,092	\$0.00	\$14,092.00
SUBTOTAL LUMP SUM			\$121,152	\$0.00	\$121,152.00
<b>TIME CHARGE</b>					
E	Construction Phase Services	Time Charge	\$136,930	\$0.00	\$136,930.00
F	Additional Construction Phase Services	Time Charge		\$87,680.00	\$87,680.00
SUBTOTAL TIME CHARGE			\$136,930	\$87,680.00	\$224,610.00
SUBTOTAL PERMIT ALLOWANCE			\$1,550	\$0.00	\$1,550.00
<b>* OWNERS ALLOWANCE</b>					
	Reclaimed Water Design	Lump Sum	\$0	\$0.00	\$15,750.00
	Additional Construction Phase Services	Time Charge	\$0	\$0.00	\$4,250.00
	Remaining Owner's Allowance	Lump Sum	\$20,000	\$0.00	\$0.00
SUBTOTAL OWNERS ALLOWANCE			\$20,000	\$0.00	\$20,000.00
<b>TOTAL AMOUNT NOT TO EXCEED</b>			<b>\$279,632</b>	<b>\$87,680</b>	<b>\$367,312</b>

\*Tasks performed using the Owner's Allowance are authorized in writing by the City.