#### **AMENDMENT NO. 2**

# TO WORK ASSIGNMENT NO. 2022-03ENG PURSUANT TO THE MARCH 7, 2022, AGREEMENT BETWEEN THE CITY OF VENICE, FLORIDA, AND DMK ASSOCIATES, INC.

WHEREAS, on March 7, 2022, the City of Venice, Florida ("CITY") and *DMK Associates, Inc.* ("CONSULTANT"), entered into an Agreement whereby the CONSULTANT would perform professional services for the CITY pursuant to an executed Work Assignment; and

WHEREAS, on June 1, 2022, the CITY and the CONSULTANT entered into Work Assignment No. 2022-03ENG under which the CONSULTANT is to perform professional services concerning the **Phase 1 design of the Bayshore Drive sidewalk. Phase 1 is located between Tarpon Street and Bayshore Circle** (the "Work Assignment"); and

WHEREAS, the CITY and the CONSULTANT now wishes to amend the Work Assignment as specified herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the March 7, 2022, Agreement, the Work Assignment, and this Amendment, the parties agree as follows:

- 1. General description of project. CONSULTANT will provide engineering and technical services for the sidewalk design along Bayshore Drive between Tarpon Street and Bayshore Circle.
- 2. Scope of Services. CONSULTANT shall perform the services described in the Work Assignment with the revisions summarized in the Scope of Services attached hereto as Attachment "A".
- 3. Compensation to be paid. CITY shall increase the total work assignment paid to the CONSULTANT by *Thiry Four Thousand Seven Hundred Twenty Dollars and Zero Cents* (\$34,720.00) for an updated total not to exceed sum of *One Hundred Twenty-Three Thousand Nine Hundred Twenty Dollars and Zero Cents* (\$123,920.00) for performance of the professional services specified in this Work Assignment Amendment.
- 4. Time for completion. The time for completion of performance of the work outlined in the Work Assignment and this Amendment is to be extended from April 25, 2025, to September 30, 2026.

IN WITNESS WHERE	LOF, the parties ha	ave executed this Amendment No. 2 to work Assignment No.
2022-03ENG on the	day of	, 2025.
		CONSULTANT
		DMK Associates, Inc.
ATTEST:		CITY OF VENICE, FLORIDA
		By:
City Clark		Mayor

## ATTACHMENT A Scope of Services

## WA NO. 2022-03ENG – BAYSHORE DRIVE SIDEWALK AMENDMENT #2 – BAYSHORE DRIVE THROUGH LAGUNA DRIVE ALTERNATIVE STUDY

#### SCOPE OF WORK

As part of a previous work order, DMK Associates, Inc. (DMK) provided engineering assistance for the Phase 1 design of the Bayshore Drive sidewalk. Phase 1 is located between Tarpon Street and Bayshore Circle. During the preliminary design phase, the City of Venice opted to include additional work to perform an Alternative Study along the Bayshore Drive corridor which also includes the entire length of LaGuna Drive. This study is to get input from the residents for safety improvements along the corridor.

The additional work will include preparing and attending two community workshops, preparing additional exhibits for the entire corridor, preparing an Alternatives Report including a desktop analysis of the entire length of Bayshore Drive and LaGuna Drive, assistance to the City of Venice for a resident survey and presenting the information to the City of Venice Council meeting.

No Final Design and Permitting tasks are included in this amendment. In addition, no additional survey is included in this amendment.

#### TASK 1 – ALTERNATIVE STUDY

DMK will prepare additional aerial image exhibits for the entire Bayshore Drive and Laguna Drive Corridor that will be used for the community workshops. DMK will work with the City of Venice to set up and attend a community meeting to talk about pedestrian safety issues along this corridor and to gather community input on how best to improve the safety of pedestrians along the corridor. Following this meeting, DMK will investigate the various ideas presented at the meeting and prepare a Summary Report of the information gathered. After review by the City of Venice, the Summary Report will be revised. DMK will then work with the City of Venice to prepare and send out a resident survey including the best option(s) for the corridor to get the residents' opinions. A second community workshop will then be scheduled to discuss the safety improvement options and to present the results of the resident survey. DMK will prepare a preliminary estimated construction cost for the selected option for the entire corridor. Following the second community meeting, the results will then be presented to the City of Venice Council.

It is anticipated that this task will be completed in 180 days following Notice to Proceed.

DMK ASSOCIATES, INC.						
AMENDMENT 1 - COST SUMMARY BY TASK						
Task Task 1: Alternative	Staff	Hours	Price per Hour	Total		
Study						
	Principal	4	\$240	\$ 960		
	Sr. Project Manager	146	\$200	\$29,200		
	Sr. Cad Technician	38	\$120	\$ 4,560		
	Total Task 1			\$34,720		
	Total Man-Hours	188				
	Total Labor Cost			\$34,720		
			Original Contract Amount:	\$89,240.00		
			Invoiced thru 12/31/24:	\$22,718.80		
			Total Invoiced:	\$22,718.80		
			Remaining Agreement Balance:	\$66,521.20		
			Required Amendment Addition:	\$34,720.00		
Amendment 1 was never finalized, so the additional fees for Amendment 1 are not included in this total.			Total Revised Agreement, Not to Exceed:	\$123,920.00		

#### ATTACHMENT B

## CONSULTANT'S HOURLY RATES DMK ASSOCIATES, INC.

	Hourly Fee			
FEE SCHEDULE				
Principal/Expert Testimony	\$240.00			
Sr. Project Manager	\$200.00			
Project Manager	\$180.00			
Project Engineer/Sr. Surveyor	\$160.00			
Design Engineer/Surveyor	\$140.00			
Engineer/Designer	\$130.00			
Sr. CAD Technician IV	\$120.00			
CAD Technician III	\$ 95.00			
CAD Technician II	\$ 90.00			
CAD Technician I	\$ 85.00			
Sr. Inspector	\$140.00			
Sr. Party Chief/ Inspector/Field Tech	\$ 105.00			
Sr. Instrument Man/Inspector 3/Field Tech 3	\$ 70.00			
Instrument Man/Inspector/Field Tech	\$ 60.00			
Rodman	\$ 40.00			
Administrative V	\$ 75.00			
Administrative IV	\$ 70.00			
Administrative III	\$ 60.00			
Administrative II	\$ 55.00			
Administrative I	\$ 50.00			
1 Man Crew	\$150.00			
2 Man Crew	\$165.00			
3 Man Crew	\$220.00			
4 Man Crew (Traffic)	\$ 250.00			

### FEE SCHEDULE

Delivery	\$ 50.00
Expenses other than field & office supplies	Cost + 10%
Barrier Island Surcharge	\$120.00 flat rate
Motor Boat (in addition to Survey Crew)	\$ 175.00 per day
ATV (in addition to Survey Crew)	\$ 150.00 per day
Depth Finder (in addition to Boat and Survey Crew)	\$ 30.00 per hou
GPS Equipment (in addition to Survey Crew)	\$30.00 per hou
Concrete Monuments	\$ 40.00 / each
Photo Copies:  "A" copies – 8 ½" x  11""B" copies – 11" x  17"  "C" copies – 18" x 24"  "D" copies – 24" x 36"	\$ .25 each \$ 1.25 each \$ 3.00 each \$ 5.00 each
Certification (sign/seal)	\$ 10.00 each
Retrieval Fee (over 30 days)	\$ 50.00 each
Digital File (per disk)	\$ 50.00 each
Mileage	\$ 0.80 per mile