

**WORK ASSIGNMENT NO. 2016-02 PURSUANT TO
THE JUNE 28, 2016 AGREEMENT BETWEEN THE
CITY OF VENICE, FLORIDA AND KIMLEY-HORN AND ASSOCIATES, INC**

WHEREAS, on June 28, 2016, the City of Venice, Florida (“OWNER”) and **Kimley-Horn and Associates, Inc.** (“CONSULTANT”), entered into an Agreement whereby the CONSULTANT would perform professional services for the OWNER pursuant to an executed Work Assignment; and

WHEREAS, the OWNER wishes to authorize the CONSULTANT to perform construction observation services for three (3) projects; **EWRf Reaeration Blower Replacement, the RO WTP Clearwell Interior Improvements and Fairways of Capri and Seaboard Avenue Water Main Extensions** as more particularly described in the Scope of Services herein; and

WHEREAS, the CONSULTANT wishes to perform such construction observations services,

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the June 28, 2016, Agreement and this Work Assignment, the parties agree as follows:

1. General description of the project: CONSULTANT will provide construction observation services for three (3) projects; EWRf Reaeration Blower Replacement, the RO WTP Clearwell Interior Improvements and Fairways of Capri and Seaboard Avenue Water Main Extensions. The observation services for these projects will include the following; daily reports and construction documentation, photographic records, Contractor, OWNER and Engineer of Record (EOR) coordination, construction progress meetings, substantial and final completion inspections, review of as-built field drawings, and review of pay applications and Owner’s Allowance with contractor.
2. Scope of services to be performed: CONSULTANT shall perform the services described in the Scope of Services attached hereto as Attachment “A”.
3. Compensation to be paid: OWNER shall pay the CONSULTANT the sum of **One Hundred Forty-Five Thousand Seven Hundred Dollars** (\$145,700) for performance of the professional services specified in this work assignment.
4. Time for completion: CONSULTANT shall complete the construction observation throughout the duration of the contracts. The EWRf Reaeration Blower Replacement duration is **195** days, the RO WTP Clear Well Interior Improvements duration is **240** days and Fairways of Capri and Seaboard Avenue Water Main Extensions duration is **168** days. These durations will begin from the date of the Notice to Proceed issued to the contractor for the specific project.
5. The terms and conditions of the June 28, 2016 Agreement shall remain in full force and effect until the completion of this Work Assignment; and

IN WITNESS, WHEREOF, the parties have executed this Work Assignment on the ____ day of _____, 20__.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF VENICE, FLORIDA

By: _____
John Holic, Mayor

ATTEST:

ATTACHMENT "A"

Scope of Services

Construction Observation Services for EWRF Reaeration Blower Replacement, RO WTP Clearwell Interior Improvements and Fairways of Capri and Seaboard Avenue Water Main Replacements

1.0 Background

OWNER has requested CONSULTANT to provide construction observation services for four (4) projects; EWRF Reaeration Blower Replacement, the RO WTP Clearwell Interior Improvements and Fairways of Capri and Seaboard Avenue Water Main Extensions. These projects have been designed by others whom will provide Engineer of Record (EOR) services. CONSULTANT will be limited to providing only construction observation services for the specified projects.

2.0 Brief Description

This requested Work Assignment will include construction observation services including, daily reports and construction documentation, photographic records, coordination with the Owner, EOR and Contractor, construction progress meetings, substantial and final completion inspections, review of as-built field drawings and review of pay applications with Contractor, for the above listed projects.

3.0 Detailed Scope of Work

3.1 Part Time Construction Observation – Inspector will coordinate with the OWNER and conduct part-time (20 hours/week) on-site observations of infrastructure construction activities (including overnight tie-ins) for each project to confirm that the work is completed in accordance with the Contract Documents. Inspector will inform an on-site representative of the construction contractor of any concerns related to conformance with the Contract Documents (a concern or an Issue) as an attempt to resolve any concern or issue on-site. If the concern or issue is not immediately resolved in the field, the Inspector will inform the OWNER about the concern or issue within eight (8) business hours, but not more than one (1) business day after the discovery of any concern or issue. Inspector will maintain a separate Issue Resolution Log documenting any issue or concern that is conveyed to the OWNER, including any written directive resolving the issue or concern.

3.2 Daily Report and Construction Documentation – Inspector will prepare a daily report recording activities and details related to the work on a form approved in advance by the OWNER. Information will be recorded in the daily report for each day inspection services are performed. The daily report entries will record construction crew (labor) details, equipment used, materials used, compliance testing and inspection performed, site conditions, and location of the work. In addition to the construction details, the daily report will contain information related to: time and hours on the job site, weather conditions, quantities installed and a list of visitors. The daily

report, photograph files and other construction documentation will be provided to the OWNER daily.

3.3 Photographic Record – Inspector will provide a comprehensive digital photographic record related to the projects. Digital photos will be taken each day that inspection services are performed. The digital files will be submitted weekly to the OWNER.

3.4 Construction Progress Meetings – Inspector will attend one (1) meeting per month for each project. The scheduled progress meetings will be chaired by others, with the construction contractor and the EOR to review project status and identify issues that may affect the projects.

3.5 Substantial and Final Completion Inspections – Inspector will attend substantial completion inspections with the OWNER and EOR. During the substantial completion inspection, the Inspector will prepare a punch list of items requiring completion or correction to the satisfaction of the Contract Documents. The Inspector be responsible for maintaining the punch-list and issuing updates to the punch-list on a weekly basis. The Inspector will participate in the final walk-through to ensure that the punch-list items are completed to the satisfaction of the OWNER. Upon the request of the construction contractor and concurrence of the OWNER, the Inspector will conduct final completion inspections of portions of the project, as they are finished to determine if construction has been completed in accordance with the Contract Documents and the construction contractor has fulfilled all obligations therein.

3.6 Application for Payment Review – Coordinate with the OWNER and/or EOR and review the construction contractor's monthly applications for payment and accompanying data and recommend approval of payments due to the construction contractor. Verify that the construction quantities in the applications for payment accurately reflect the progress of the work and that the payment is for work constructed in accordance with the Contract Documents.

3.7 As-Constructed Field Drawings – Inspector will maintain red pencil “mark-up” notations and sketches on construction plans that reflect the actual details of constructed facilities. These field drawings will be used by the OWNER and/or EOR to validate the “As Built” documentation provided by the construction contractor.

4.0 Project Assumptions

4.1 CONSULTANT will provide construction observation only services, no contract administration or management. The Inspector will be onsite for testing of pipelines and startup procedures.

4.2 The Inspector should have good communications skills, being able to cross communicate with the OWNER, EOR and contractor.

4.3 The Inspector should be flexible and able to cover 1 or more projects in a week and potentially in a day.

4.4 The Inspector will not undertake any responsibilities of the Contractor or subcontractors and the Inspector will not issue direction to the Contractor or subcontractor pertaining to construction means, methods or sequencing of activities.

4.5 Site safety and the safety of personnel performing construction activities is the responsibility of the prime contractor.

4.6 Since the actual construction periods for these projects are estimates only, this work will be performed in coordination with the OWNER. The hours assigned to each task is based upon the anticipated construction schedule provided by the OWNER for each project.

5.0 Compensation

The CONSULTANT shall be reimbursed for Time and Materials based on the established hourly rates for this Work Assignment. The established Fee Proposal is limited to the scope of services described above. Invoices shall be due and payable monthly and will include a summary of the number of hours spent on each task. The budget associated with each task item will not be exceeded without the OWNER's written approval. This Work Assignment includes an Owner's Allowance of \$15,000 for unforeseen tasks required to complete the project, which will be used only with the written approval of the OWNER.

FEE PROPOSAL			
Task	Description	Basis	Fee
1	EWRF Reaeration Blower Replacement	T&M	\$ 44,600
2	RO WTP Clearwell Interior Improvements	T&M	\$ 51,700
3	Fairways of Capri and Seaboard Avenue Water Main Extensions	T&M	\$ 34,400
4	Owners Allowance	T&M	\$ 15,000
		TOTAL	\$145,700