

**AMENDMENT NO. 2 TO
WORK ASSIGNMENT NO. 14-01
PURSUANT TO THE JULY 13, 2010 AGREEMENT BETWEEN THE
CITY OF VENICE, FLORIDA AND KING ENGINEERING ASSOCIATES, INC**

WHEREAS, on July 13, 2010, the City of Venice, Florida (“OWNER”) and King Engineering 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, on August 12, 2014, the OWNER and CONSULTANT entered into Work Assignment 14-01 for professional services concerning the Harbor Drive/North Pier and Venice Theater Parking Lot Design Projects; and

WHEREAS, on August 26, 2014, the OWNER and CONSULTANT entered into a First Amendment of the Agreement to perform additional professional services concerning the Harbor Drive/North Pier and Venice Theater Parking Lot Design Projects including the design and permitting of Area #3; and

WHEREAS, on June 15, 2015, the OWNER and CONSULTANT entered into a renewal of the Agreement extending the terms of the Agreement to July 13, 2016; and

WHEREAS, the OWNER now wishes to authorize the CONSULTANT to perform additional professional services concerning the **Harbor Drive/North Pier and Venice Theater Parking Lot Design Projects** for lighting design, wetland permitting and an archaeological assessment as more particularly described in the Scope of Services herein; and

WHEREAS, the CONSULTANT wishes to perform such professional services,

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the July 13, 2010, Agreement and this Work Assignment, the parties agree as follows:

1. This Amendment No. 2 authorizes the CONSULTANT to provide continuing services through October 31, 2016.
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 Thirty-one Thousand One Hundred Seventy-Five Dollars and 00/100 (\$31,175.00) for performance of the professional services specified in this Amendment attached hereto as Attachment “B”. Amendment No. 2 will increase the current fixed fee amount of Eighty-one Thousand Seven Hundred Ninety-Five Dollars (\$81,795.00) to One Hundred Twelve Thousand Nine Hundred Seventy Dollars (112,970.00).
4. Time for completion. CONSULTANT shall complete the professional design services specified in this amended work assignment within ninety (90) calendar days (pending

ACOE review time) from the date of this Amendment No. 2, and will provide construction certification as-builts within two (2) weeks of construction completion

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Work Assignment 14-01 on the ___ day of _____, 2016.

**KING ENGINEERING
ASSOCIATES, INC.**



ATTEST:

CITY OF VENICE, FLORIDA

By: _____

Mayor



SCOPE OF SERVICES

ATTACHMENT "A"

Project:

Work Assignment No. 14-01 AMENDMENT No. 2

**ATTACHMENT “A” – SCOPE OF SERVICES
FOR
HARBOR DR/NORTH PIER & VENICE THEATER PARKING LOT DESIGN
AMENDMENT NO. 2 TO WORK ASSIGNMENT NO. 14-01**

GENERAL

King Engineering Associates, Inc. (**CONSULTANT**) proposes to provide additional services to the City of Venice (**OWNER**) for the design and permitting of the proposed North Pier area parking lot identified as Parking Lot #3.

Parking lot #3 is located on the North Pier outparcel adjacent to Harbor Drive. The **CONSULTANT** initially prepared design plans for parking lot that require modifications and additions including parking lot lighting plans. During the design process, the Department of Environmental Protection identified that the existing permit could not be modified and that a new Environmental Resource Permit would be necessary for construction of the parking lot.

The following additional services will be provided.

1.0 DESIGN PLANS

CONSULTANT will provide additional design phase services in accordance with the currently adopted regulations and standards for the City of Venice. The equipment and materials specified will be compatible with the **OWNER’s** preferred vendor supplies when applicable.

1.1 DESIGN PLANS

The **CONSULTANT** will modify the design plans to incorporate maintenance of the existing stormwater pond and revise the layout to minimize tree impacts. The **CONSULTANT** shall coordinate with Owner’s Fire Plans Inspector and modify the parking layout and access to accommodate fire trucks.

1.2 PARKING LOT LIGHTING

The **CONSULTANT** shall provide parking site lighting design plans in accordance with the City’s turtle protection ordinance. A photometric lighting shall be provided using LED fixtures that comply with Florida Fish and Conservation Commission requirements. The analysis shall be submitted to DEP for review and approval. Services shall include site review by an electrical engineer to determine existing conditions as a basis for the electrical service, development of electrical plan details, and the preparation of lighting plans and details. The **CONSULTANT** will coordinate with the maintaining agency t

1.3 PERMITTING

The **CONSULTANT** shall obtain a copy of the existing DEP permits for the site and review the site related conditions.

The **CONSULTANT** shall identify parking lot site material alternatives that would limit or eliminate modifications to the existing SWFWMD Environmental Resource Permit.

1.3.1 DEP Pre-Application Meeting

The **CONSULTANT** shall schedule and attend a pre-application meeting with DEP to review design criteria and identify permitting conditions and requirements.

1.3.2 Environmental Resource Permit

The **CONSULTANT** shall prepare permit applications, technical data and supporting documentation for the permit. The **CONSULTANT** shall acquire all state and federal permits for the proposed project.

The **CONSULTANT** shall prepare application forms, narratives, calculations, exhibits, permit drawings, etc. necessary for the permit application submittals. The **CONSULTANT** shall submit the completed draft permit applications to the **OWNER** for review and signature after receiving and incorporating comments from the 60% design.

1.3.3 Cultural Resource Assessment Survey (CRAS)

The **CONSULTANT** will conduct a Cultural Resource Assessment Survey and prepare a report meeting all state and federal requirements. Upon the **OWNER's** approval, the CRAS will be submitted to the permitting agencies.

1.3.4 Wetland Delineation

The **CONSULTANT's** ecological scientists will conduct a survey of the site and flag the limits of wetlands and surface waters within the and immediately adjacent to the project area. The scientists will accompany agency personnel for a field review of the flagged areas.

1.3.5 Jurisdictional Wetland Survey

Once flagged, the **CONSULTANT** will survey the wetland and surface water limits as established in the field by the ecological scientist. A survey drawing of the jurisdictional limits will be prepared for incorporation with the site plan with an aerial overlay.

1.3.6 Application for Corps Approved Jurisdictional Determination

Following delineation and survey of the wetland/surface water limits associated with the project site, **CONSULTANT** will file a request for Approved Jurisdictional Determination with Corps, including information in support of the classification of onsite wetlands as either "connected/jurisdictional" or "isolated/non-jurisdictional". The application package will include completed forms, narrative of site conditions in support of the proposed Corps jurisdiction, aerial and site plan with jurisdictional area overlay. Based on the outcome of the Corps jurisdictional determination review, and under assumption that the Corps concurs that the onsite isolated wetland is non-jurisdictional and project does not involve impacts to Corps jurisdictional wetlands, **CONSULTANT** will request a "no permit required" letter from Corps.

(Note – in the event that the Corps does not concur with the assertion that the isolated wetland is non-jurisdictional, and therefore that a Corps permit will be required, any additional coordination or permitting that may be required will be considered as additional services to be defined at a later date and subject to a contract amendment. Similarly, in the event that the Corps requests information specific to the onsite presence of listed species, additional coordination to address this issue, potentially including coordination with the City, County and/or USFWS that may be required, will also be considered as additional services subject to Client approval of the contract amendment.)

1.4 SPECIFICATIONS

The **CONSULTANT** will amend the specifications to include supplemental items such as lighting elements

1.5 COST ESTIMATE

The **CONSULTANT** revise the cost estimate to include additional items.

2.0 POST DESIGN SERVICES

The **CONSULTANT** shall provide additional post design services for Site #3 in accordance with the post design services requirements of the initial work order. Additional services include certification of the as-builts and certification of the lighting fixtures for FWC as required for the DEP permit.

ATTACHMENT "B" - MANHOUR FEE PROPOSAL
Harbor Dr/North Pier & Venice Theater Parking Lot Design
Work Assignment No. 14-01 AMENDMENT NO. 2

Firm Name: King Engineering Assoc., Inc.
 Prepared By: J.Seals
 Date: 04/11/16

SUMMARY FEE SHEET																
ACTIVITY	Manager \$160.00		Project Manager/SR Environmental Scientist \$125.00		Sr Project Engineer \$90.00		Designer/Environmental Scientist \$85.00		2-Person Survey Crew \$105.00		Clerical \$45.00		Manhrs By Activity	Subtotal Activity Fee	Subconsultant Fee	Total Activity Fee
	Man- Hours	Fees	Man- Hours	Fees	Man- Hours	Fees	Man- Hours	Fees	Man- Hours	Fees	Man- Hours	Fees				
I. DESIGN PHASE SERVICES																
I.1 Design Plans																\$6,345.00
Field Review	4	\$640.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$640.00		
Tabulation of Quantities		\$0.00	2	\$250.00		\$0.00	4	\$340.00		\$0.00		\$0.00	6	\$590.00		
General Notes/Pay Item Notes		\$0.00	1	\$125.00		\$0.00	2	\$170.00		\$0.00		\$0.00	3	\$295.00		
Site grading/paving/demol/geometry design site	2	\$320.00	6	\$750.00	6	\$540.00		\$0.00		\$0.00		\$0.00	14	\$1,610.00		
Plan Sheets		\$0.00	1	\$125.00	4	\$360.00	6	\$510.00		\$0.00		\$0.00	11	\$995.00		
Driveway Plan w/ Cross section		\$0.00	1	\$125.00	3	\$270.00	8	\$680.00		\$0.00		\$0.00	12	\$1,075.00		
QA/QC	4	\$640.00	4	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00	8	\$1,140.00		
I.2 Parking Lot Lighting																\$5,790.00
Field Review		\$0.00	4	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$500.00		
Photometric Analysis (per FWC and City requirements)		\$0.00	4	\$500.00	6	\$540.00		\$0.00		\$0.00		\$0.00	10	\$1,040.00		
Lighting Plans and Detail Sheet/Qty	1	\$160.00	6	\$750.00		\$0.00	12	\$1,020.00		\$0.00		\$0.00	19	\$1,930.00		
Electrical Distribution Design	2	\$320.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$320.00	\$2,000.00	
I.3 Permitting																\$16,475.00
I.3.1 DEP Pre-app Meeting(s)	4	\$640.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$640.00		
I.3.2 Environmental Resource Permit	2	\$320.00	6	\$750.00	20	\$1,800.00		\$0.00		\$0.00	2	\$90.00	30	\$2,960.00		
I.3.3 Cultural Resource Assessment Survey		\$0.00	2	\$250.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$250.00	\$1,850.00	
I.3.4 Wetland Delineation		\$0.00	16	\$2,000.00		\$0.00	5	\$425.00		\$0.00		\$0.00	21	\$2,425.00		
I.3.5 Juristic Wetland Survey		\$0.00	4	\$500.00		\$0.00		\$0.00	32	\$3,360.00	1	\$45.00	37	\$3,905.00		
I.3.6 Application for Corps Approval JD	2	\$320.00	16	\$2,000.00	8	\$720.00	16	\$1,360.00		\$0.00	1	\$45.00	43	\$4,445.00		
I.4 Specificaions	1	\$160.00	2	\$250.00	2	\$180.00		\$0.00		\$0.00		\$0.00	5	\$590.00		\$590.00
I.5 Cost Estimate		\$0.00	3	\$375.00		\$0.00	2	\$170.00		\$0.00		\$0.00	5	\$545.00		\$545.00
2. POST DESIGN SERVICES																\$1,430.00
Additional Shop Dwg/RFI's/Record Drawings/Meetings	2	\$320.00	6	\$750.00	4	\$360.00		\$0.00		\$0.00		\$0.00	12	\$1,430.00		
AMENDMENT NO. 2 TOTALS	24	3,840.00	84	10,500.00	53	4,770.00	55	4,675.00	32	3,360.00	4	180.00	252	27,325.00	\$3,850.00	\$31,175.00

CURRENT FIXED FEE AMOUNT = \$81,795.00

NEW FEE AMOUNT = \$112,970.00