

**WORK ASSIGNMENT NO. 2016-ENG01 PURSUANT TO
THE JULY 13, 2010 AGREEMENT BETWEEN THE
CITY OF VENICE, FLORIDA, AND ATKINS NORTH AMERICA, INC.**

WHEREAS, on July 13, 2010, the City of Venice, Florida (“OWNER”) and Post, Buckley, Schuh & Jernigan, Inc. (“PBS&J”), entered into an Agreement whereby PBS&J would provide professional consulting services for the OWNER pursuant to an executed Work Assignment; and

WHEREAS, on April 1, 2011, PBS&J, became Atkins North America, Inc. (“CONSULTANT”) and assumed the obligations of PBS&J under the Agreement pursuant to Section 6.5.1 of the Agreement; and

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

WHEREAS, the OWNER wishes to authorize the CONSULTANT to perform professional services concerning **Intersection Improvements to Harbor Drive at Beach Road** as more particularly described in the Scope of Services herein; and

WHEREAS, the CONSULTANT wishes to perform such professional consulting 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. General description of the project - Provide professional engineering services for the design of intersection improvements at Harbor Drive and Beach Road to include adding a northbound right-turn lane, a traffic island, and provide a sidewalk connection on the northeast corner with the objective of improving traffic flow and safety for pedestrians, bicyclists, and vehicles.
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 fifty-eight thousand eighty-eight dollars (\$158,088.00)* for performance of the professional consulting services specified in this Work Assignment.
4. Time for completion. CONSULTANT shall complete the professional design services specified in this Work Assignment within *two hundred ten (210)* days from the date of this Work Assignment, and will provide the bidding and construction phase services in accordance with the construction schedule to be determined by OWNER.
5. Public Records. CONSULTANT agrees to comply with Florida’s public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the OWNER in order to perform the professional consulting services, upon the request of the OWNER’s Custodian of Public Records, by providing the OWNER with copies of or access to public records on the same terms and conditions that OWNER would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Work Assignment and following completion of the Work Assignment if the CONSULTANT does not transfer the records to the OWNER; and upon completion of the Work Assignment by transferring, at no cost, to OWNER

all public records in possession of CONSULTANT or by keeping and maintaining all public records required by the OWNER to perform the professional consulting services. If the CONSULTANT transfers all public records to the OWNER upon completion of the Work Assignment, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Work Assignment, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER, upon request from the OWNER's Custodian of Public Records, in a format that is compatible with the information technology systems of the OWNER.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS WORK ASSIGNMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

6. The terms and conditions of the July 13, 2010, Agreement shall remain in full force and effect until the completion of this Work Assignment.

IN WITNESS WHEREOF, the parties have executed this Work Assignment on the ___ day of July, 2016.

ATKINS NORTH AMERICA, INC.

By: _____

CITY OF VENICE, FLORIDA

By: _____

Mayor

ATTEST: _____

ATTACHMENT A - SCOPE OF SERVICES

Description of Services

Under Provisions of Agreement No. 2467.B, the City of Venice (OWNER) desires to retain Atkins North America, Inc. (CONSULTANT) to provide professional engineering and consulting services associated for intersection roadway improvements to Harbor Drive at Beach Road including:

- Final design and permitting
- Public involvement
- Utility coordination
- Bid document preparation support
- Limited construction phase services

The OWNER desires to improve the traffic flow at the intersection of Harbor Drive and Beach Road in the City of Venice. In the existing intersection configuration, there is a heavy traffic movement during events and other times for northbound to eastbound right-turns from Harbor Drive to Beach Road. The assignment shall include the design of providing a separate dedicated right-turn lane including a traffic island with the goal of improving the northbound to eastbound right-turns as well as improving traffic flow for the westbound to southbound left-turns from Beach Road. Atkins will prepare a design for the intersection improvements and prepare estimates of probable construction costs in coordination with OWNER staff. The CONSULTANT will also participate in the OWNER's public involvement program during the preliminary 15% design phase. Following the OWNER's review/approval of the 15% design plan, CONSULTANT will then prepare final design plans and permit documents for the intersection improvements during the final design phase.

Work Progress Outline

- I. Final Design, Plans Preparation and Permit Application Preparation
 - a. A northbound right-turn lane on Harbor Drive at Beach Rd with an increased radius return provided just south of the intersection will be provided. CONSULTANT will proceed with the final design of the proposed improvements.
 - b. A topographic design survey will be performed to provide a base map for the plans preparation.
 - c. A Geotechnical data collection and investigation will be performed.
 - d. CONSULTANT will prepare construction plans for review by the OWNER at the 15%, 60% and 90% phases and work with OWNER staff to resolve any comments. Upon resolution of any 90% comments, Final Plans (signed/sealed) will be provided to the OWNER for bidding purposes.
 - e. CONSULTANT will perform Utility Coordination with utility owners along the corridor to coordinate any required utility relocations.

- f. CONSULTANT will prepare an Environmental Resource Permit (ERP) modification application for the proposed improvements following the 60% review phase and will submit to SWFWMD prior to the 90% review phase.

II. Public Involvement and Board Discussion

- a. OWNER staff to perform discussion with the Board of the 15% design to gain direction to move forward with the remaining design phases.

III. Bid Assistance and Post-Design Services

- a. CONSULTANT will participate in the pre-bid meeting for the project, answer any questions requiring clarification for proper bidding, and will review the bid tabulations and provide a letter to the OWNER regarding a review of the bids.
- b. During the construction phase, CONSULTANT will provide post-design services which would include: attendance at the pre-construction meeting, review of shop drawings, responding to requests for information (RFI's), performing 4 site visits during construction and also providing the as-built certifications required by SWFWMD as part of the ERP permit modification.
- c. Services during construction do not include full-time resident CONSULTANT and inspection services.
- d. Services do not include any topographic survey services or testing services during construction.

SECTION 1 – APPLICABLE STANDARDS

All construction details and designs furnished by the CONSULTANT are to be prepared with English Units. The current editions, including updates, at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of CONSULTANT's work:

- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, Florida Department of Transportation (FDOT), 2013 (Florida Green Book).
- SWFWMD, Environmental Resource Permit Applicant's Handbook, effective October 1, 2013.
- Sarasota County Land Development Regulations.
- AASHTO Roadside Design Guide.
- FDOT Roadway Plan Preparation Manual.
- FDOT Roadway and Traffic Design Standards.
- FDOT Standard Specifications for Road and Bridge Construction.
- FDOT Flexible Pavement Design Manual
- FDOT Basis of Estimates Handbook.
- MUTCD

- FHWA Roundabouts: An Informational Guide (NCHRP Report 672)
- FDOT Drainage Manuals, Vol. 1-4.
- FDOT Structures Design Guidelines.
- Florida Administrative Code Chapter 14-20
- 2010 ADA Standards for Accessible Design.

Listing of the above reference materials and resources is not intended to solely establish design standards or criteria to be used on this project. Selection of appropriate standards and criteria for design of roadway elements is influenced by several factors including, but not limited to, traffic volume and composition, governmental policies, rules and regulations, desired levels of service, terrain features, roadside developments, existing conditions, environmental considerations, budgetary constraints, and other individual characteristics of the existing conditions. The OWNER may decide which design standards and criteria will be used based on an evaluation of these and other factors, as OWNER policy may require.

SECTION 2 – ELECTRONIC FILES

In addition to the number of copies at each submittal phase, the CONSULTANT shall provide electronic files of all drawings, reports, and specifications. Adobe format (PDF) documents will also be provided with all submittals. Final drawings will be in AutoCAD Format.

The OWNER is aware that differences may exist between the electronic files delivered and the hard-copy construction documents. In the event of a conflict between the signed and sealed construction documents prepared by the CONSULTANT and the electronic files, the signed and sealed hard-copy construction documents shall govern. Every effort will be made to match electronic files with signed and sealed hard copies. As part of the record documents, the CONSULTANT shall ensure paper and electronic versions match and are submitted to the OWNER.

SECTION 3 – BASIC PROFESSIONAL SERVICES

The tasks set forth in the Basic Services as listed in Section 3 of this Scope of Services are used to apportion the total man hours required to prepare the complete design and construction documents for this project across the various tasks.

Design Services

CONSULTANT will provide design drawings for the construction of the above project. Professional services shall include, but not be limited to:

- **Geotechnical Services (by a subconsultant)**
 - Determine existing soil characteristics for suitability under proposed roadway widening
 - Determine existing soil lime-rock bearing ratio (LBR) value for use for pavement

design

- Existing Pavement Evaluation
- Sampling of the existing pavement asphalt surface, base, and subbase material
- Determine permeability of soils at existing dry pond location

- **Roadway/Drainage Services**

- Develop construction details utilizing FDOT 2016-2017 Design Standards
- Assist the OWNER with the development of Construction Documents including constructions details and specifications in accordance with applicable current FDOT design criteria
- The construction details will include: typical sections and details for the proposed turn lane, general note sheet, drainage map, plan/profile sheets, cross-sections, intersection grading details, miscellaneous construction details (items not addressed in FDOT Design Standards), cross-sections, drainage pond detail sheet and typical section, miscellaneous drainage detail sheets, traffic control plan sheets and details, erosion control plan and signing and pavement marking sheets
- Prepare CONSULTANT's Estimate for Construction Cost (at 15%, 60%, 90%, Final) spreadsheet (in lieu of a Summary of Quantities Plan Sheet)
- Additional right-of-way, sketches, and descriptions if required are to be obtained by the OWNER as needed, and are not included in the CONSULTANT'S scope of work
- The project is anticipated to require an Environmental Resource Permit modification. This will include the proposed intersection reconfiguration and the potential modification to the existing dry pond on the southeast quadrant. Permit application fee would be responsibility of the OWNER.
- Reconfigure/modify the existing dry (effluent filtration system) pond to provide the required stormwater treatment/attenuation of runoff from the modified intersection. The design will evaluate/determine the outfall pipe/structure modifications required and will investigate the potential removal of the existing underdrain system and conversion to a percolation pond should soil and groundwater conditions allow

- **Landscape Architecture and Irrigation Design**

- Landscape and irrigation design will be provided for the area at the southeast radius return to provide for replacement of impacted trees at the intersection and to improve the aesthetics of the intersection. The plans will be prepared and included with the proposed roadway plans and submitted for review and comment. The proposed plant and tree types will be coordinated with input from the OWNER.

Upon receipt of the OWNER's notice to proceed, the CONSULTANT shall begin performance of the basic services. The various tasks to be performed are described in the following sections.

Task 3.1 – Project Administration and Management

- A. Meetings - The CONSULTANT shall attend (4) meetings with the OWNER for project review and coordination as requested. Project Kick Off, 15%, 60% and 90% Review Coordination Meetings with the OWNER.
- B. OWNER Coordination and Review - The CONSULTANT shall prepare and submit Construction Details for OWNER review for comments at each submittal phase. The OWNER will review the details and prepare comments on the CONSULTANT's design. The CONSULTANT shall provide responses to the OWNER's comments, via e-mail or letter, no later than fourteen (14) calendar days after receiving the comments.
- C. Project Scheduling and Progress Reports - The CONSULTANT shall prepare an overall project schedule. The schedule will be provided to the OWNER in electronic format and on paper in a readable scale within ten (10) days of the notice to proceed. The CONSULTANT shall provide the OWNER an updated schedule to reflect actual project progress and monthly project progress reports by email or letter to OWNER personnel on a monthly basis (or as invoiced).
- D. Utility Coordination - Any available record plan data provided to the CONSULTANT by the OWNER will be used. Any identified conflicts shall be indicated and brought to the attention of the utility agency owner (UAO) for resolution. The CONSULTANT will send out the 15%, 60% and 90% plans to the UAO's for utility coordination and will hold one (1) utility coordination meeting. Utility relocation may be required (utility relocation design to be performed by the individual UAO). The CONSULTANT will show proposed relocations (designed by others) on the plan-profile drawings. The preparation of separate Utility Adjustment Plans are not included in the scope of services.
- E. SWFWMD ERP Permit Application - Preparation of CONSULTANTing materials for a SWFWMD environmental resource permit modification will be included as part of this scope. The CONSULTANT shall prepare and submit, after the OWNER 60% review, an ERP Permit Modification Application package. The CONSULTANT will address any SWFWMD requests for additional information or clarification to the application package. It is not anticipated that any wetland impacts or other environmental issues (wildlife, contamination, historical, cultural, etc.) would be required and these are not an included service but could be added as ADDITIONAL SERVICES if requested by the OWNER.

Task 3.1 Deliverables:

- Project Schedule in a readable scale;
- Monthly project progress reports with proposed schedule for upcoming period;
- Minutes of each meeting distributed to each attendee and others as requested by the OWNER no later than seven (7) calendar days after the meeting;

- Written responses to OWNER comments at each design submittal stage via email or letter, no later than fourteen (14) calendar days after receiving the comments;
- SWFWMD ERP permit modification package (application fee by OWNER). This deliverable to occur following Task 3.3 (OWNER approval of 60%).

Task 3.2 – 15% Design Phase

The CONSULTANT shall provide details for proposed project.

The 15% design phase will include the following services:

- A. Data Collection - The CONSULTANT shall obtain available data pertinent to the project, including: digital aerial photograph (provided by the OWNER), roadway drawings, driveway drawings, sidewalk drawings, drainage maps, tax maps, subdivision plat maps, bench mark information, section corner reports, and utility as-built drawings. All information available at OWNER offices shall be at no cost to CONSULTANT. However, it is the CONSULTANT's responsibility to coordinate and collect data from each agency, as required.

The OWNER will provide 24-hour traffic counter traffic data. The CONSULTANT will then perform existing traffic data counts (turning movement counts) for the intersection during the AM and PM peak traffic hours. A Level of Service analysis will be performed as part of this scope. See item 3.2E for the specific Traffic Services included.

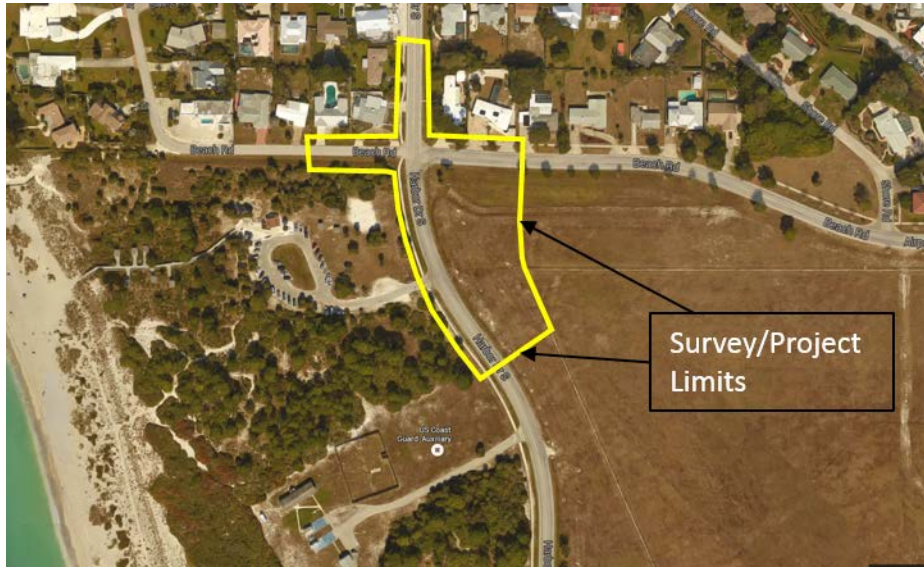
During the design process, the project may require coordination with various OWNER Departments and other governmental agencies. When CONSULTANTing decisions, information, or other support services are available from the various OWNER Departments, it shall be the CONSULTANT's responsibility to request, through the OWNER Project Manager, the support required from the appropriate OWNER Department. The CONSULTANT is responsible for any follow up required in regard to the status of the information requested.

- B. Field Reviews - The CONSULTANT shall conduct a visual reconnaissance of the project site in order to identify typical, key, and anomalous site features. It is anticipated that two people from the CONSULTANT's firm will conduct the reviews in no more than one day.
- C. Geotechnical Analysis (Geotechnical Engineer Subconsultant) - Soil and groundwater conditions will be evaluated along the roadway alignment. Five-foot deep hand auger borings will be performed at 100-foot intervals in the grassed right-of-way. A total of four (4) five-foot deep borings are proposed. A laboratory testing program consisting of classification tests will also be performed. Additionally, pavement cores will be performed along Harbor Drive to determine asphalt and base thickness. The cores will be performed in areas such that the pavement crack depths can be measured. A total of two (2) pavement cores are proposed. Two (2) LBR samples will be obtained in areas of proposed widening. For the stormwater pond, two double-ring infiltrometer (DRI) tests (along with five-foot deep auger borings) will be performed in the bottom of the existing pond area at a depth of one (1) foot below existing grade.

A geotechnical report will be produced after the completion of all of the field work and final design information has been provided by the project designers. The report will include detailed information about the project and will be developed for use by the project designers to develop the final design of the improvements. The report will include a brief review of the field and laboratory test procedures used and the results obtained, field and laboratory test data, material suitability/usage recommendations, recommendations for milling depth and pavement resurfacing/replacement, and geotechnical design information for the project.

- D. Pavement Design - Includes the preparation of a pavement design in accordance with the FDOT Flexible Pavement Design Manual based upon results of the geotechnical investigation and based upon available traffic data consisting of average daily traffic (ADT), percent of trucks, and D factor (information is available from FDOT Online Traffic Data). The pavement structure proposed will utilize a structural number (SN) at least as great as the existing pavement structure. The pavement design will be shown on the 60% phase construction plans.
- E. Design Survey - The CONSULTANT will perform the following:
- a. Establish relative vertical and horizontal control, referenced to NGS benchmarks for project coordinates. (Florida State Planes West NAD83 and NAVD 88)
 - b. Perform topographic survey of the project limits as outlined in Figure 1, including surface features, above ground utilities, fences, driveways, ditches, and other elevation information (no sub-surface utilities will be located).
 - c. Locate any sewer and drainage structures within the project area detailing structure inverts, pipe material, and size.
 - d. Recover and locate property and right-of-way evidence within project limits North of Beach Drive. Right-of-way information South of Beach Drive will be based on a combination of current GIS maps, recorded plats, and other such data gathered from Sarasota County public records.
 - e. Set two (2) onsite benchmarks to aid contractor in construction.
 - f. Produce a digital CAD drawing of survey data in AutoCAD Civil 3D.
 - g. This work is a design survey and not a boundary survey, right-of-way survey, or any other kind of survey beyond what was listed item a thru f.
 - h. The limits of the Design Survey (see Figure 1 below) are approximately 300 feet to the east, 500 feet to the south, and 200 feet to the north and west of said intersection. In the southeast quadrant of Beach Road and Harbor Drive, the limits will extend to the fence on the northwest corner of the OWNER of Venice Airport. These limits are depicted graphically below.

Figure 1 – Survey Project Limits



- F. Environmental - It is assumed no wetland delineation will be required and that no other environmental services will be required for this project. It is also assumed that there are no Threatened and Endangered (T&E) Species in the project area that would require investigation.
- G. Traffic Services - The services would include the use of 24 hour traffic counts from the OWNER will be used to determine the peak AM and peak PM hours, and CONSULTANT will then perform turning movement counts (TMC) for two (2) hours in the AM and two (2) hours in the PM during the peak hours. An intersection level of service will be evaluated for the existing condition and the two proposed conditions and the results will be summarized in a memo as part of the 15% Design Phase.
- F. 15% Plan Graphic - Includes the preparation of a preliminary plan including: plan view plan showing the proposed intersection improvements on an aerial-based plan sheet (at a scale to show on 1 sheet). The proposed lanes, preliminary striping, proposed sidewalk and cross-walk will be shown. The landscaping will not be included with this submittal but will be submitted beginning with the 60% Design Phase.
- G. 15% Design Phase (15%) Construction Cost Estimate - The CONSULTANT shall prepare a preliminary estimate of construction costs (on a planning level accuracy) using FDOT planning office averages.
- H. Public Involvement - The CONSULTANT will assist the OWNER with a limited public involvement program. It is anticipated that one (1) meeting will be held. The meeting will be a City Council meeting and the CONSULTANT will provide support to OWNER staff by preparing the 15% plan information on an aerial base and adding annotations if required for presentation purposes. The CONSULTANT will attend the City Council meeting to provide support to address questions.

Task 3.2 Deliverables:

- Three (3) copies of the Geotechnical Report;
- A PDF copy of the Traffic Analysis Memo.
- Three hard-copy (3) sets of 15% Design Phase plan graphic (PDF to accompany);
- Written responses to OWNER comments no later than fourteen (14) calendar days from receiving the comments.

Task 3.2 Schedule:

- The Geotechnical Report, Traffic Analysis Memo and 15% Design Plan are anticipated to be prepared and submitted for OWNER review in 35 calendar days from the written Notice-to-Proceed.

Task 3.3 – 60% Design Phase

The CONSULTANT shall provide details for proposed project.

The 60% Design Phase (60%) construction details submittal package shall include:

- A. 60% Plans - Includes the preparation of preliminary construction plans including: typical sections and details, general note sheet, drainage map, plan/profile sheets, cross-sections, intersection grading details, cross-sections, drainage pond detail sheet and typical section, miscellaneous drainage detail sheets, traffic control plan concept, erosion control plans, signing and pavement marking sheets and preliminary landscape plans.
- B. 60% Design Phase (60%) Construction Cost Estimate - The CONSULTANT shall submit on company letterhead an opinion of probable construction costs. As part of the estimate, the CONSULTANT shall attach to the letter a detailed listing showing each bid item, with a bid number, a bid item description, unit of measurement, and an estimated unit price on a MS Excel Bid Form spreadsheet.

Task 3.3 Deliverables:

- Three hard-copy (3) sets of 60% Design Phase construction plans (PDF to accompany);
- 60% Construction Cost Estimate with pay items (PDF to accompany);
- Written responses to OWNER comments no later than fourteen (14) calendar days from receiving the comments.

Task 3.3 Schedule:

- The 60% Design Phase is anticipated to be completed in 42 calendar days from the written approval by the OWNER of the 15% Design.

Task 3.4 – 90% Design Phase

The 90% Design Phase construction details shall include modifications or revisions to the 60% Design Phase construction details as a result of OWNER review and comment during the 60% Design Phase plans submittal. The 90% Design Phase submittal package shall include:

- A. 90% Construction Plans - The CONSULTANT shall prepare and submit modifications or revisions to all construction details based on OWNER review of the 60% Design Phase details as well as any SWFWMD comments relative to the ERP permit application. The plans will essentially reflect the final design for the project.
- B. Quantity Take-Offs - The CONSULTANT shall prepare final quantity take-off calculations for all items required to construct the proposed improvements with revisions from OWNER comments during the 90% Design Phase submittal. The CONSULTANT shall avoid the use of lump sum pay items as much as possible.

Task 3.4 Deliverables:

- Three (3) sets of 90% Design Phase construction details, a single pdf version of the details loaded into Primavera Contract Manager, and one (1) AutoCAD electronic file format furnished to the OWNER;
- Final Quantity Take-off list submitted to the OWNER on an MS Excel Bid Form spreadsheet.

Task 3.4 Schedule:

- The anticipated schedule for completing the 90% Construction Plans is 28 calendar days from the written OWNER approval of the 60% Design Phase.

Task 3.5 – Final Design Phase

The Final Design Phase construction details shall include modifications or revisions to 90% Design Phase construction details as a result of OWNER review and comment during the 90% Design Phase plans submittal. The Final Design Phase plans submittal package shall include:

- A. Final Design Phase Construction Details - The CONSULTANT shall prepare and submit modifications or revisions to all construction details based on OWNER review of the 90% Design Phase details.
- B. Quantity Take-Offs - The CONSULTANT shall update the quantity take-off calculations for all items required to construct the proposed improvements with revisions from OWNER comments during the 90% Design submittal. The CONSULTANT shall avoid the use of lump sum pay items as much as possible.
- C. Specification Package - It is assumed that the OWNER will prepare the specification package and the CONSULTANT will provide technical review support and complete any technical specification needed that is not addressed in the standard specifications or project specifications.

Task 3.5 Deliverables:

- Three (3) sets of signed and sealed Final Design Phase construction details, a single pdf version of the details, and one (1) AutoCAD electronic file format furnished to the OWNER;
- Final Quantity Take-off list submitted to the OWNER on an MS Excel Bid Form spreadsheet.

Task 3.5 Schedule:

- The anticipated schedule for completing the Final Design Phase is 28 calendar days from the written OWNER approval of the 90% Design Phase.

Task 3.6 – Bid Phase Services

Provide Bidding Phase Services which include but are not limited to:

- Attendance and participation at a pre-bid meeting.
- Provide written responses to contractor's technical questions and prepare project design addenda or revisions as needed.
- Evaluating the bids and bid tabulations for qualified bidders.

Task 3.6 Deliverables:

- To be determined as needed.

Task 3.7 – Construction Phase Services

Provide Construction Phase Services which include:

- Prepare certification for the SWFWMD ERP permit based on the Contractor's As-Built/Record Drawings.
- Review and approve shop drawings and material lists (5 submittals were estimated to be required).
- Answer any design questions during the construction phase related to the project and make site visits as requested by the OWNER (3 RFI's and 4 site visits were estimated and included).
- Construction Engineering and Inspection (CEI) will be performed by OWNER forces and these services are not included in this scope of work.
- No testing services during construction are included in this scope of work.

Task 3.7 Deliverables:

- To be determined as needed.

Task 3.8 – Project Contingencies

Additional Engineering Services may be required for unforeseen work. The specific scope of work is unknown and would be determined should the need arise. Such additional services could include the following:

- right-of-way use permitting
- site development permitting
- utility relocation design, plans preparation and permitting
- permitting related to FAA/Airport
- wetland delineation/permitting for wetland impacts
- environmental services (wetlands, T&E Species Surveys, contamination, cultural resource assessments, noise studies, air studies, etc.)
- landscape design
- lighting design
- additional design alternatives other than the 2 in the scope
- right-of-way surveys and legal description preparation
- right-of-way acquisition/appraisals
- CEI
- construction materials testing

Task 3.8 Deliverables:

- To be determined as needed.

END SCOPE OF SERVICE

SUMMARY OF PROFESSIONAL SERVICES FEE

**Intersection Improvements to Harbor Drive at Beach Road
City of Venice, FL**

Task/Element	Lump Sum Fee
Design Topographic Survey	\$17,500.00
Geotechnical Investigation (Subconsultant)	\$6,985.00
Traffic Analysis	\$9,030.00
Roadway/Drainage Design and Plans Preparation	\$78,396.00
Utility Coordination	\$6,632.00
Permitting (SWFWMD ERP modification)	\$5,033.00
Landscape Architecture/Irrigation Design and Plans Preparation	\$9,741.00
Bidding and Construction Phase Services	\$13,547.00
Subtotal =	\$146,864.00
Contingency (Not-to-Exceed)	\$10,000.00
Direct Expenses (estimate)	\$1,224.00
Total Fee (Lump Sum) =	\$158,088.00

AGREEMENT

THIS AGREEMENT, made this 13th day of July 2010, by and between the CITY OF VENICE, FLORIDA, a Municipal Corporation (hereinafter called "OWNER") and Post, Buckley, Schuh, & Jernigan's, Inc. a Florida Corporation, (hereinafter called "CONSULTANT") with an office located in Sarasota, Florida.

WHEREAS, the OWNER has advertised for professional consulting services which will consist of water, wastewater, reuse, storm water, transportation, structural & such other engineering planning services deemed necessary by OWNER.

WHEREAS, pursuant to Section 287.055 Florida Statutes, and the applicable procedures of the OWNER, the OWNER selected the CONSULTANT to provide said professional engineering services.

WHEREAS, the CONSULTANT is willing and able to perform such professional services for the OWNER within the basic terms and conditions hereinafter set forth.

WHEREAS, the purpose of this AGREEMENT is not to authorize a specific project but to set forth certain terms and conditions which may be incorporated into subsequent "Work Assignments" for specific projects or services when required; and

NOW THEREFORE in consideration of the premises and mutual covenants herein contained, it is hereby agreed that the CONSULTANT shall serve as the OWNER's professional engineering representative for those assignments to which this agreement applies, and will give consultation and advice to the OWNER during the performance of his services on the terms and conditions hereinafter set forth.

OWNER shall, from time to time at its sole discretion, authorize CONSULTANT in writing to provide professional services under the terms of this AGREEMENT. Said authorization will be referred to herein as "Work Assignment". Work Assignments will, by mutual agreement, set forth (1) the scope of services, (2) the deliverables (3) the time of performance, (4) method and amount of compensation, and (5) the provisions of Sections 1 and 2 of this AGREEMENT which are applicable. The provisions in Sections 3 thru 6 of this AGREEMENT will apply to each and every Work Assignment unless otherwise agreed to in writing.

SECTION 1 BASIC SERVICES OF THE CONSULTANT

1.1 General

1.1.1 Pursuant to a Work Assignment CONSULTANT shall perform professional services in connection with a project, which may include but is not limited to customary infrastructure, engineering services, infrastructure engineering planning, infrastructure, engineering design, and infrastructure engineering master planning up-dates. Said services are customarily rendered in phases as set forth in this section.

1.2 Study and Report Phase

During the Study and Report Phase, CONSULTANT shall at OWNER's request as set forth in a Work Assignment:

1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.3, and act as OWNER's representative in connection with any such services.

1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4 Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.5 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth CONSULTANT's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.2.6 Furnish five (5) copies of the Report and present and review it in person with OWNER.

1.3 Preliminary Design Phase

During the Preliminary Design Phase, CONSULTANT shall at OWNER's request as set forth in a Work Assignment:

1.3.1 In consultation with OWNER and on the basis of the accepted Report, determine the extent of the Project.

1.3.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4 Furnish five (5) copies of the above preliminary design documents and present and review them in person with OWNER.

1.4 Final Design Phase

During the Final Design Phase, CONSULTANT shall at OWNER's request as set forth in a Work Assignment:

1.4.1 On the basis of the accepted preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.4.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.4 Prepare for review and approval by OWNER, and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5 Conduct and certify Quality Assurance and Quality Control review of all design documents.

1.4.6 Furnish five (5) copies of the above documents and present and review them in person with OWNER.

1.5 Bidding or Negotiating Phase

During the Bidding or Negotiating Phase, CONSULTANT shall at OWNER's request as set forth in a Work Assignment:

1.5.1 Assist OWNER in obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services.

1.5.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contract is allowed by the bidding documents.

1.5.4 Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.6 Construction Phase

During the Construction Phase, CONSULTANT may:

1.6.1 Consult with and advise OWNER and act as his representative as provided in Articles 1 thru 17, inclusive of the EJCDC Standard General Conditions of the Construction Contract, as edited by CONSULTANT; certain Supplementary Conditions; and Forms of Insurance Certificates and Endorsements, all of which have been prepared pursuant to paragraph 1.4.4 of this AGREEMENT. The EJCDC Standard General Conditions are those prepared by the Engineers Joint Contract Documents Committee and issued and published jointly by the National Society of Professional Engineers, American Consulting Engineers Council, American Society of Civil Engineers, and the Construction Specifications Institute. The extent and limitations of the duties, responsibilities, and authority of CONSULTANT as set forth in the above specified documents shall not be modified, except by a Work Assignment. All of OWNER's instructions to Contractor(s) will be issued thru CONSULTANT who will have authority to act on behalf of OWNER to the extent provided in the above-described documents.

1.6.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). CONSULTANT's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but CONSULTANT shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, CONSULTANT shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and shall disapprove or reject work failing to conform to the Contract Documents.

1.6.3 Review (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); consider and advise OWNER regarding the compliance of substitute materials and equipment proposed by Contractor(s) to specifications; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents. CONSULTANT shall not recommend materials that do not conform to specifications.

1.6.4 Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.6.5 Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of CONSULTANT's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment CONSULTANT will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by CONSULTANT to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto or that CONSULTANT has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6 Conduct a walk through review to determine if the Project is substantially complete and a final walk through review to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that

CONSULTANT may recommend, in writing, final payment to each Contractor and shall give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions, therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.6.5.

1.6.7 CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s), or subcontractor(s), agents or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s) work; however, nothing contained in paragraphs 1.6.1 through 1.6.7, inclusive, shall be construed to release CONSULTANT from liability for failure to properly perform duties undertaken by him in the Contract Documents.

END OF SECTION 1

SECTION 2 ADDITIONAL SERVICES OF CONSULTANT

2.1 General

If requested by OWNER and agreed to in a Work Assignment CONSULTANT will furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. These services may include but are not necessarily limited to, the following:

2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project or any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Permits, operational protocols, rate studies, master plans.

2.1.4 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.1.5 Providing renderings or models for OWNER's use.

2.1.6 Preparing documents for alternate bids requested by OWNER for Contractor(s), work, which is not executed, or documents for out-of-sequence work.

2.1.7 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.8 Furnishing the services of special consultants for other than Basic Services (which include, but are not limited to customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); such as consultants for interior design, furniture, furnishings, communications, acoustics, and landscaping; and providing data or

services of the types described in paragraph 3.3 when OWNER authorizes CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3 .

2.1.9 Services resulting from the award of more than one separate prime contract for construction, materials, equipment or services for the Project and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.10 Providing any type of property surveys or field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.11 Services in connection with change orders to reflect changes required by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered; services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby; services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages; and services in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.

2.1.12 Services during out-of-town travel required of CONSULTANT other than visits to the site as required by Section 1.

2.1.13 Preparing for OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and which CONSULTANT considered significant.

2.1.14 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than thirty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by any Contractor(s).

2.1.15 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.16 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.17 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, public hearing or other legal or administrative proceeding involving the Project.

2.1.18 Assistance in the preparation of ordinances.

2.1.19 Assistance in the preparation of agreements between the OWNER and others (including, but not limited to, other units of government, developers, districts and authorities and special legislative acts.)

2.1.20 Special studies, reports, investigations or analyses (such as soils investigations, hydrogeological studies, water quality analyses, infiltration and inflow studies), briefings documents, executive summaries.

2.1.21 Additional services in connection with the project, including services normally furnished by OWNER and services not otherwise provided for in this AGREEMENT.

2.2 Resident Services During Construction

2.2.1 If requested by OWNER and agreed to in a Work Assignment, a Resident Project Representative will be furnished and will act as directed by CONSULTANT in order to assist CONSULTANT in observing performance of the work of Contractor(s). Such services will be paid for by OWNER as indicated in the Work Assignment.

2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be as set forth in the Work Assignment.

2.2.3 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such Resident Project Representative will not make CONSULTANT responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor'(s) failure to perform their work in accordance with the Contract Documents.

2.2.4 If OWNER designates another person to represent OWNER at the Project site who is not CONSULTANT's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of CONSULTANT under this AGREEMENT will be set forth in an exhibit that is to be identified, attached to and made a part of the Work Assignment before such services begin.

END OF SECTION 2

SECTION 3 OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2 Assist CONSULTANT by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services (except to the extent provided otherwise in the Work Assignment to accomplish such work), data prepared by or services of others, including without limitation borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which CONSULTANT may use and rely upon in performing his services.

3.4 Provide field control surveys and establish reference points and base lines (except to the extent provided otherwise in the Work Assignment to accomplish such work) to enable Contractor(s) to proceed with the layout of the work.

3.5 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.

3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8 Designate, in writing, a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT if that representative is to be other than the City Manager or his authorized representative. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions

with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.

3.9 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of Contractor(s).

3.10 Furnish, or direct CONSULTANT to provide, necessary Additional Services as stipulated in Section 2 of this AGREEMENT or other services as required.

3.11 Bear all costs incident to compliance with the requirements of this Section 3.

END OF SECTION 3

SECTION 4 PERIOD OF SERVICE

4.1 Term of Agreement

This AGREEMENT shall continue in full force for a period of three (3) years from the date of signing by the OWNER. It may be renewed in one or two-year increments by written notice from the OWNER up to a maximum of six years, or until terminated in accordance with SECTION 6.

4.2 Work Assignment

Each Work Assignment shall specify the Period of Service agreed to by OWNER and CONSULTANT for services to be rendered under said Work Assignment.

4.3 Orderly and Continuous Progress

The provisions of this Agreement and each Work Assignment (unless stated otherwise) anticipate the orderly and continuous progress of the Project(s). If specific dates or specific periods of time for performance are exceeded through no fault of CONSULTANT, all rates, measures, and amounts of compensation shall be subject to equitable adjustment.

END OF SECTION 4

SECTION 5 PAYMENTS TO CONSULTANT

5.1 Methods of Compensation

Within each Work Assignment the OWNER and CONSULTANT may agree on, but not be limited to, one of the following methods of compensation. If a different method of compensation is to be used, the Work Assignment will set forth the basis for such compensation.

5.1.1 Hourly Rates Method

OWNER shall pay CONSULTANT for services rendered an amount based on CONSULTANT's current Hourly Rate for services rendered by principals and employees assigned to the Project. CONSULTANT's Hour Rate Schedule shall be submitted annually for each calendar year and is subject to approval by OWNER. In addition to the charges for labor, OWNER will pay for Direct Project Expenses, and Special Consultants. CONSULTANT will invoice OWNER monthly.

5.1.2 Lump Sum Method

For services rendered the OWNER shall pay the CONSULTANT a lump sum fee including or excluding Direct Project Expenses and Special Consultants as mutually agreed upon and set forth in the Work Assignment. CONSULTANT will invoice OWNER monthly based upon CONSULTANT's estimate of the portion of the total services actually completed at the time of billing, and attach a full narrative to the invoice for work performed.

5.2 Special Consultants

For services and direct project expenses of Special Consultants employed by the CONSULTANT to render Additional Services, the OWNER will be invoiced the amount billed to CONSULTANT thereof times a factor of 1.00, unless otherwise set forth in the Work Assignment. Special Consultants include, but are not limited to: aerial photogrammetrists; surveyors; laboratory testing; soils investigations, testing, and geotechnical engineering; and other services of a similar nature.

5.3 Direct Project Expenses

Direct Project Expenses means the actual expenses incurred in connection with the Project for: Transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar project-related items; and other expenses of a similar nature. Owner will be invoiced the amount of actual expenses billed to CONSULTANT times a factor of 1.00, unless otherwise set forth in the Work Assignment. OWNER will not be charged for travel expenses between CONSULTANT's offices and Venice.

5.4 Computer Services

Costs for computer services, such as microcomputer equipment and software for word processing, computer-aided drafting, and spreadsheets will not be considered Direct Project Expenses and will not be invoiced. CONSULTANT shall provide all electronic documents, reports, executive summaries, etc., in such format(s) that are compatible with OWNER's existing computer software.

5.5 Payments by Owner

Monthly invoices shall be paid by OWNER within thirty (30) days of its receipt thereof unless, within such thirty (30) day period, OWNER notifies CONSULTANT in writing of its objection to the amount of such invoices, together with OWNER's determination of the proper amount of such invoice. Such invoices shall be accompanied by CONSULTANT's written description of work accomplished as described in the invoice. Such notice shall be accompanied by OWNER's payment of any undisputed portion of such monthly invoices. If OWNER shall give such notice to CONSULTANT within such thirty (30) day period, such dispute over the proper amount of such invoice statement shall be resolved, and after final resolution of such dispute, OWNER shall promptly pay CONSULTANT the amount so determined, less any amounts previously paid by OWNER with respect to such monthly invoice. In the event it is determined that the OWNER has overpaid such monthly invoice, CONSULTANT shall promptly refund to OWNER the amount of such overpayment.

5.6 Late Payment

If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's invoice therefore, the CONSULTANT may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until he has been paid in full all amounts due him for services and expenses. Any portion of an invoice that is disputed by the OWNER in accordance with paragraph 5.5 shall not be considered due for the purposes of this paragraph until the matter is resolved in accordance with the procedure provided herein.

5.7 Overtime

Overtime premium will be paid by the OWNER only if authorized in advance for work to be performed to meet a particular deadline for which there is insufficient time to accomplish the task during normal hours, through no fault of the CONSULTANT. If overtime premium is authorized by OWNER, it shall be defined as standard hourly rates or salary and wages times 1.5 for all those overtime hours worked.

5.8 Taxes

Owner shall pay all applicable sales taxes or provide to CONSULTANT the appropriate tax exemption number.

5.9 Truth-in-Negotiation Certification

In accordance with Florida Statutes 287.055(5)(a), for any professional service authorized by a Work Assignment pursuant to this contract in which the fee is over \$150,000, CONSULTANT hereby certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of said Work Assignment. The original contract price set forth in said Work Assignment and any additions thereto shall be adjusted to exclude any significant sums by which the OWNER determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within (one) 1 year following the end of the Work Assignment.

END OF SECTION 5

SECTION 6 GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon fourteen days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Either party may terminate without cause upon thirty days written notice. In the event all or any portion of the work prepared or partially prepared by CONSULTANT is suspended, abandoned, or terminated, the OWNER shall pay CONSULTANT for the work performed on an hourly basis not to exceed any maximum contract amount specified herein.

6.2 Reuse of Documents

All documents including Drawings and Specifications prepared by CONSULTANT pursuant to this Agreement shall become property of the OWNER.

6.3 Deliverables. Public Records

Each "Work Assignment" shall describe the number and type of Deliverables, which are to be provided by CONSULTANT to OWNER. Said Deliverables shall become a Public Record upon receipt by OWNER and OWNER shall be the custodian thereof in accordance with Florida Statutes Chapter 119, (Public Records Law).

6.4 Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes, computer data files, and calculations, generated or obtained by CONSULTANT as a result of services rendered on behalf of OWNER pursuant to this Agreement, shall be the property of the OWNER.

6.5 Successors and Assigns

6.5.1 OWNER and CONSULTANT each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.5.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.5.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent

consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

6.5.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.

6.6 Waiver

The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstances shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

6.7 Governing Law

This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

6.8 Severability of Illegal Provisions

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

6.9 Section Headings

The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

6.10 Right of Third Parties

Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

6.11 Merger Clause

This instrument constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This agreement can only be modified in a writing signed by the parties hereto and their duly authorized agents.

6.12 Notices

All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to CITY OF VENICE:

City Manager
City of Venice
401 West Venice Avenue
Venice, Florida 34285
Phone: 941-486-2626
Fax: 941-496-2790

If to CONSULTANT:

Charles Putman, PE
Post, Buckley, Schuh, & Jernigan's, Inc.
101 Arthur Anderson Parkway
Suite 260
Sarasota, FL 34232
Tel: 941-378-0272
Fax: 941-371-7297

Either party may change its address for purpose of this paragraph by written notice to the other party given in accordance with the requirements of this paragraph.

6.13 Remedies: Attorneys' Fees and Costs.

If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court

costs (including without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

6.14 Jurisdiction and Venue

The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Sarasota County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Sarasota County or the United States District Court, Middle District of Florida, Tampa Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

6.15 Force Majeure

Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which Services may be continued.

6.16 Prohibition Against Contingent Fees.

In accordance with Florida Statutes, 287.055(6)(a), the CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the OWNER shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

6.17 Arbitration

The parties agree that no action shall be brought hereunder in any court unless the parties have first considered using arbitration to resolve the dispute. Arbitration may be used by mutual agreement of the parties. Such arbitration may be initiated and conducted in accordance with the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, in effect at the time of such arbitration. The arbitration shall be conducted by three arbitrators selected pursuant to said rules (provided that one such arbitrator shall be chosen by OWNER, one such arbitrator shall be chosen by CONSULTANT, and a third such arbitrator shall be chosen by the arbitrators chosen by the OWNER and CONSULTANT). The award of the arbitrator may be confirmed by a court of competent jurisdiction, and judgment or decree on the award may be entered pursuant to the provisions of the aforesaid Florida Arbitration Code. Punitive damages will be excluded from any arbitration judgment.

6.18 Liability and Limitation of Liability

6.18.1 Before performing any contract work, CONSULTANT shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent":VII. No changes are to be made to these specifications without prior written specific approval by the City's Risk Management Office.

6.18.2 **WORKERS COMPENSATION: CONSULTANT** will provide Workers Compensation Insurance, on behalf of all employees who are to provide a service under this contract, as required under Florida Laws, Chapter 440, **AND** Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 employee per disease.

6.18.3 **COMMERCIAL GENERAL LIABILITY** - including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this contract.

6.18.4 **AUTOMOBILE LIABILITY** including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this contract

6.18.5 **PROFESSIONAL LIABILITY** - with limits of not less than \$1,000,000 for professional services rendered in accordance with this contract. CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the CONSULTANT shall use their best efforts to ensure that there is no change

of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the CONSULTANT shall notify the City's Administrative Services Department within thirty (30) days of the change.

6.18.6 **POLICY FORM**

6.18.6.1 All policies, required by this contract, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by the City's Administrative Services Director, are to be written on an occurrence basis, shall name the City of Venice, its Council Members, Officers, Agents (defined as Agents in a written agreement with the CITY), Employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Worker Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Council Members, Officers, Agents (defined as Agents in a written agreement with the CITY), Employees or Volunteers.

6.18.6.2 Insurance requirements itemized in this contract, and required of the CONSULTANT, shall be provided by or in behalf of all subcontractors to cover their operations performed under this contract. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

6.18.6.3 Each insurance policy required by this contract shall:

6.18.6.3.1 Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

6.18.6.3.2 Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City's Administrative Service Department.

6.18.6.4 The City of Venice shall retain the right to review, at any time, coverage, form, and amount of insurance.

6.18.6.5 The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this contract.

6.18.6.6 The CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.

6.18.6.7 Claims made policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Administrative Service Department. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as

an option, the CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.

6.18.6.8 Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's proposal/contract number and description of work, are to be furnished to the City's Risk Management Office (401 West Venice Avenue, Venice, FL 34285) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Administrative Service Department before the CONSULTANT will be allowed to commence or continue work.

6.18.6.9 Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the CONSULTANT'S insurance company and the City Administrative Service Department as soon as practicable after notice to the insured.

6.18.7 **Indemnity**

The CONSULTANT shall indemnify and hold harmless the CITY, it's Officers and Employees, from liabilities, damages, losses and costs including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

6.19 **Construction Cost Estimating**

Any opinion of the Construction Cost prepared by CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the OWNER. Since CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the OWNER.

6.20 **Construction Job Site Conditions**

The OWNER agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. In the performance of its professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar localities.

6.21 **Licenses**

CONSULTANT shall procure and keep in force during the term of this AGREEMENT all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for CONSULTANT to render its services hereunder. CONSULTANT shall require all specialty consultants to comply with the provisions of this paragraph.

6.22 CONSULTANT Not Agent of OWNER

The CONSULTANT is not authorized to act as the OWNER's agent hereunder and shall have no authority, express or implied, to act for or bind the OWNER hereunder, either in CONSULTANT's relations with specialty consultants, or in any other manner whatsoever except as elsewhere provided for herein. CONSULTANT is not an "Agency" acting on behalf of OWNER as defined in Florida Statutes 119.011.

6.23 Amendment

The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by writing making specific reference to this agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

6.24 Accounting Records

For each project authorized by OWNER, CONSULTANT will maintain accounting records which will include timecards, job cost records, invoices, and such other data necessary to identify project costs. Said records will be made available to OWNER's authorized financial personnel for inspection at CONSULTANT's office upon request.

6.25 Specific Consideration

CONSULTANT agrees to pay OWNER, or credit the OWNER against compensation due hereunder, the sum of ten dollars (\$10.00) as specific consideration for the indemnifications specified in this Agreement.

6.26 Validity Severability and Reformation

The validity, interpretation, construction and effect of this AGREEMENT shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

6.27 **Headings**

The headings of the sections of this AGREEMENT are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

6.28 **Entire Agreement**

This AGREEMENT including the exhibits hereto constitutes the entire agreement between the parties.

END OF SECTION 6

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, this AGREEMENT has been fully executed on behalf of the CONSULTANT by its duly authorized officers, and the OWNER has caused the same to be duly executed in its name and in its behalf by its Mayor and City Clerk, effective as of the date hereinabove written.

Post, Buckley, Schuh & Jernigan, Inc

WITNESS

- CONSULTANT

Carol Jotham
Boya Bal

Charles Putman
Charles Putman, PE.
Vice President

ATTEST

CITY OF VENICE - OWNER

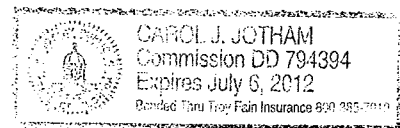
Lori Stelzer
Lori Stelzer, CITY CLERK

Ed Martin
Ed Martin, MAYOR

Approved By City Council

Date: 7/13/2010

Carol J. Jotham
CAROL J. Jotham



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**CITY OF VENICE
ENGINEER OF RECORD
RFQ# 2904-09**

HOURLY RATE SCHEDULE FOR

FBSJ

CLASSIFICATION	RATE
Division Manager	\$240.00
Chief/Principal Engineer	\$220.00
Senior Project Manager	\$176.00
Project Manager	\$145.00
Senior Environmental Scientist	\$117.00
Environmental Scientist	\$87.00
Scientist	\$60.00
Environmental Engineer	\$90.00
Design Engineer	\$111.00
Geotechnical Engineer	\$115.00
Archaeologist	\$95.00
GIS Analyst w/Equipment & Software	\$100.00
2-Man Survey Crew w/Equipment & Mat'l	\$123.00
CADD Drafter w/Equipment & Software	\$97.00

The above hourly rates include day-to-day direct expenses incurred for advancement of the work including working copies, reproductions, shipping; local travel, communications and computer charges. Engineer's costs for copies of multiple plan sets and/or specifications will be reimbursed at the actual cost for reproduction vendors. Travel at the written request of City to be reimbursed in accordance with the limitations provided in Florida Statute 112.061, excluding travel in Sarasota, Manatee and Charlotte Counties.

Per Diem	\$28.00 per day
Hotel Accommodations	Actual Cost
Mileage	\$.50 per mile

Hourly billing rates for personnel classifications not listed shall be negotiated as the need arises.

Costs for Professional Associates (whose expertise is required to complete the project) shall be charged at actual costs plus an administrative charge of ten percent (10%).

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

2467: B

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
03/04/10

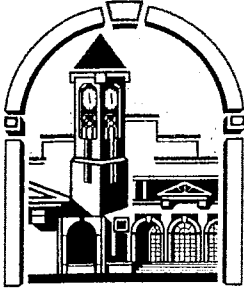
NAME OF INSURED: Post, Buckley, Schuh & Jernigan, Inc.
d/b/a PBS&J

Additional Insured on the General Liability & Auto Liability on a Primary & Non-Contributory basis, including completed operations "Where Required by Contract" (GL ONLY). General Liability Aggregate limit applies per Project Blanket Additional Insured Lessor/Loss Payee on the Auto Liability. Waiver of Subrogation on the General Liability Auto Liability, and Workers Compensation "Where Required by Contract". Umbrella follows form to the Additional Insureds on the General Liability.

NOTICE OF CANCELLATION WORDING:

SHOULD ANY OF THE DESCRIBED POLICIES ON THE CERTIFICATE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30, 60 OR 90 DAYS WRITTEN NOTICE "WHERE REQUIRED BY CONTRACT" EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM TO THE CERTIFICATE HOLDER NAMED ON THE ATTACHED CERTIFICATE.

2467. B



CITY OF VENICE
401 W. Venice Avenue Venice, FL 34285

(941) 486-2626 Fax (941) 480-3031
Suncom: 516-4382

"City on the Gulf"

May 1, 2013

Used to be PBS+J

Atkins
PO Box 409357
Atlanta GA 30384-9357

Subject: Contract Extension for: "Engineer of Record"

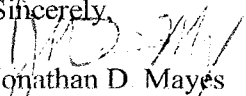
On July 13, 2013, The City of Venice and Atkins will complete the contract for the "Engineer of Record".

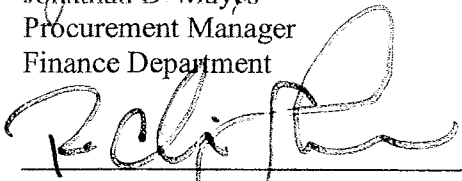
The purpose of this letter is to propose an extension of this contract under the same terms and conditions as the original contract awarded by Venice City Council on July 13, 2010. The renewal period shall be to July 13, 2015. It is also agreed that either party may terminate without cause upon thirty days written notice.

If this renewal is acceptable to your company, please acknowledge by signing and returning this letter to me via mail.

Please also include a current copy of your insurance requirements, as outlined in the original bid: RFQ# 2904-09.

Sincerely,


Jonathan D. Mayes
Procurement Manager
Finance Department



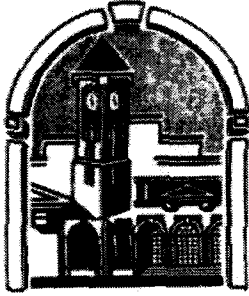
Agreed and Accepted By:
Signature Name and Title

R. CHRISTOPHER SHAREK

Printed Name and Title

MAY 14, 2013

Date



"City on the Gull"

CITY OF VENICE

401 W. Venice Avenue Venice, FL. 34285

Procurement- Finance Department
(941) 486-2626 Fax (941) 486-2790

June 3, 2015

Atkins North America, Inc.
PO Box 409357
Atlanta, GA 30384-9357

Subject: Contract Extension for "Engineer of Record"

On July 13, 2015, the City of Venice and Atkins North America, Inc. will complete the contract for the "Engineer of Record".


The purpose of this letter is to propose a final extension of this contract under the same terms and conditions as the original contract awarded by Venice City Council on July 13, 2010. This final renewal period shall be to July 13, 2016. It is also agreed that either party may terminate without cause upon thirty days written notice.

If this renewal is acceptable to your company, please acknowledge by signing and returning this letter to me via regular mail.

Please also include a current copy of your insurance requirements, as outlined in the original bid: RFQ# 2904-09.

Sincerely,

Jonathan D. Mayes
Procurement- Finance Department


Agreed and Accepted By: *SE SECTOR MANAGER*
Signature Name and Title

Craig Sucich, Southeast Sector Manager, Aviation Services
Printed Name and Title

7/9/15
Date



Atkins North America, Inc.
101 Arthur Andersen Parkway, Suite 260
Sarasota, Florida 34232

Telephone: +1.941.378.0272
Fax: +1.941.371.7297

www.atkinsglobal.com/northamerica

April 7, 2011

Mr. D. Keith Raney
Procurement Specialist
City of Venice
401 W. Venice Avenue
Venice, FL 34285

RE: RFQ #2904-09 Engineer of Record
Name Change

Dear Mr. Raney:

On April 1, 2011, PBS&J officially became Atkins North America, Inc. as a result of an acquisition that took place in 2010. The Federal Tax ID number (W9 attached), banking information, insurance coverage, and company management, however, will remain unchanged.

Please be assured that this name change will result in no changes of personnel assigned to the contracts, nor will it result in any decrease in services to the City of Venice.

We highly value our relationship with the City and will continue to provide the kind of service that the Client expects and deserves. Please let me know if you have any questions or concerns.

Please let us know of any additional information you may need.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles P. Putman". The signature is fluid and stylized, with a large loop at the end.

Charles P. (Pete) Putman, P.E.
Vice President

Attachment



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2016

Page 1 of 2

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C.NO./EXT):	877-945-7378	FAX (A/C.NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Atkins North America, Inc. 2001 NW 107th Avenue Miami, FL 33172-2507	INSURER A:	Greenwich Insurance Company	22322-001
	INSURER B:	QBE Insurance Corporation	39217-001
	INSURER C:	XL Specialty Insurance Company	37885-001
	INSURER D:	Underwriter's at Lloyds	15792-001
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 24277741

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL NSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CGG740901605	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		Y	CAH740901705	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CCU3977184	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	CWG740901505	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Professional Liability-Claims Made			B080111209P16	4/1/2016	4/1/2017	\$1,000,000 Each Claim & \$1,000,000 Annual Aggregate 11/11/1961 Retrodate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ #2904-09, Engineer of Record. Job #P100010299.

Greenwich Insurance Company Best Rating: A XV
QBE Insurance Corporation Best Rating: A XIV
XL Specialty Insurance Company Best Rating: A XV
Underwriters at Lloyd's AM Best Rating: A XV

Professional Liability policy written on claims-made basis.

CERTIFICATE HOLDER**CANCELLATION**

City of Venice Attn: D. Keith Raney 401 W. Venice Avenue Venice, FL 34285	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New York, Inc.		NAMED INSURED Atkins North America, Inc. 2001 NW 107th Avenue Miami, FL 33172-2507	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

There are no Deductibles or Self-Insured Retentions on the General Liability, Automobile Liability, Workers Compensation and Umbrella coverages.

City of Venice, its Council Members, Officers, Agents, Employees and Volunteers are Additional Insureds on the General Liability including Completed Operations (GL ONLY) and Automobile Liability, if required by contract, with respect to the operations of the insured on the above listed project. Severability of Interest is included on the General Liability and Automobile Liability.

Waiver of Subrogation on the General Liability and Automobile Liability in favor of the Additional Insureds.

POLICY NUMBER: CGG740901605

COMMERCIAL GENERAL LIABILITY
CG 02 2410 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable *to* this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common

Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.



POLICY NUMBER: CAH740901705

XIC4051007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes In Conditions

The number of days required for notice of cancellation by us for any reason other than nonpayment of premium, as provided in either paragraph 2. of the CANCELLATION Common Policy condition or as amended by an applicable state cancellation endorsement, is extended to the number of days shown in the Schedule below:

SCHEDULE

Number of Days' Notice: 90

All other terms and conditions of this policy remain unchanged.

_____ 

(Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY_ PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice:90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in PART SIX "" CONDITIONS, D. Cancelation of the Workers' Compensation and Employers' Liability Insurance Policy or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)


Endorsement Effective April 1, 2016

Policy No. CWG740901505

Endorsement No.

Insured ATKINS NORTH AMERICA, INC.

Insurance Company: XL Specialty Insurance Company

Countersigned by _____  _____

Company

CONTRACT ENDORSEMENT

INSURED: WS Atkins Plc
and as more fully defined in the contract

PERIOD: 1 April 2015 to 31 March 2017

TYPE: Insurance of
UK PI Generic Primary

UNIQUE MARKET REFERENCE: B080111209P16

ENDORSEMENT REFERENCE: 0002

EFFECTIVE DATE: 1 April 2016 local standard time at the address of the Insured.

It is hereby noted and agreed that with effect from the effective date above the following General Condition is added to the policy:

"If INSURERS cancel this policy prior to its expiry date by notice to the INSURED for any reason, INSURERS will send written notice of cancellation to the persons or organizations listed in the schedule to be created and maintained by the INSURED (the "Cancellation Notice Schedule") at least 30 days prior to the cancellation date applicable to the policy. This notice will be in addition to any notice to the INSURED.

The INSURED will provide an updated copy of the Cancellation Notice Schedule to Insurers on a monthly basis.

The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Cancellation Notice Schedule in the event of a pending cancellation of coverage. INSURERS have no legal obligation of any kind to any such person(s) or organization(s). Any failure to provide advance notice of cancellation to the person(s) or organization(s) named in the Cancellation Notice Schedule will impose no obligation or liability of any kind upon INSURERS, will not extend any policy cancellation date and will not negate any cancellation of the policy.

INSURERS are not responsible for verifying any information in any Cancellation Notice Schedule, nor are INSURERS responsible for any incorrect information that the INSURED may use."

All other terms and conditions remain unaltered.