

**WORK ASSIGNMENT NO. 2017-02 PURSUANT TO
THE NOVEMBER 30, 2016 AGREEMENT BETWEEN THE
CITY OF VENICE, FLORIDA AND
ATKINS NORTH AMERICA, INC.**

WHEREAS, on November 30, 2016, the City of Venice, Florida ("OWNER") and **Atkins North America, Inc.** ("CONSULTANT"), entered into an Agreement whereby the CONSULTANT would perform professional services for the OWNER pursuant to an executed Work Assignment; and

WHEREAS, the OWNER wishes to authorize the CONSULTANT to perform professional services concerning ***the Nokomis Avenue & Downtown District Stormwater Improvements*** as more particularly described in the Scope of Services herein; and

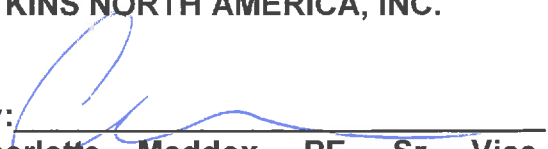
WHEREAS, the CONSULTANT wishes to perform such professional services,

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the November 30, 2016, Agreement and this Work Assignment, the parties agree as follows:

1. General description of the Project. CONSULTANT will provide Professional Engineering Services for Preliminary Design, Final Design and Permitting for the Nokomis Avenue & Downtown District Stormwater Improvements..
2. Scope of services to be performed. CONSULTANT shall perform the services described in the Scope of Services attached hereto as Attachment "A".
3. Compensation to be paid. OWNER shall pay the CONSULTANT the sum of One Hundred Forty-Five Thousand Eight Hundred and Nine (\$145,809) Dollars for performance of the professional services specified in this Work Assignment.
4. Time for completion. CONSULTANT shall complete the professional services specified in this Work Assignment within 278 calendar days from the date of written approval of this Work Assignment (assumes 14 day review periods by the OWNER). The terms and conditions of the November 30, 2016, 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 ____, 2017.

ATKINS NORTH AMERICA, INC.

By: 
Charlotte Maddox, PE, Sr. Vice-
President

CITY OF VENICE, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

ATTACHMENT A

SCOPE OF SERVICES ENGINEERING/PROFESSIONAL CIVIL ENGINEERING CONSULTING SERVICES AGREEMENT NO. (RFQ #3032-16) WORK ASSIGNMENT NO. 2017-02 Nokomis Avenue & Downtown District Stormwater Preliminary and Final Design and Permitting February 17, 2017

Background – The City of Venice (OWNER), within the downtown area near W Venice Ave, US 41 and Nokomis Ave, experiences frequent flooding conditions regularly during rain events. The flooding impacts existing streets and is depicted on the Federal Emergency Management Agency (FEMA) flood insurance rate map (map # 12115C0327F) dated November 4, 2016. It is believed that the existing stormwater system outfall along Nokomis Ave is undersized and along W Venice Ave is deteriorated. The desire of the City is to replace the stormwater infrastructure to alleviate the flooding conditions. In this Work Order, CONSULTANT will develop preliminary design, prepare final design construction plans and permitting documents. The professional engineering and consulting services for this project include:

- Preliminary Design
- Final Design and Permitting
- Utility Coordination
- Limited Post-Design Services (during construction phase)

Work Progress Outline

- I. Preliminary Design, Final Design, Plans Preparation and Permit Application Preparation
 - a. CONSULTANT will develop preliminary design alternatives for stormwater improvements within the project limits (see attachment B) and evaluate and make a recommendation for use in Final Design. After approval by the OWNER of the recommended alternative, CONSULTANT will proceed with the final design of the proposed improvements.
 - b. A topographic design survey (Autocad format) will be provided by the OWNER to provide a suitable base map and for development of a 3-dimensional ground surface by CONSULTANT for the plans preparation.
 - c. A Geotechnical data collection and investigation will be performed and provided by the OWNER.
 - d. CONSULTANT will prepare construction plans for review by the OWNER at the 60%, 90% and 100% phases and work with OWNER staff to resolve any comments. Upon resolution of any 100% comments, Final Plans (signed/sealed) will be provided to the OWNER for bidding purposes. The CONSULTANT will coordinate the preparation of these stormwater outfall improvements with the proposed downtown roadway corridor improvements project. It is assumed that these stormwater and roadway improvements projects would be designed and constructed simultaneously in order to properly and cost-effectively coordinate the design, plans preparation and construction phasing as one overall project.

- e. CONSULTANT will perform Utility Coordination with utility owners along the corridor to coordinate any required utility relocations. The utility owners would be responsible for preparing relocation design plans (if required).
- f. CONSULTANT will prepare an Environmental Resource Permit (ERP) application (if required) for the proposed stormwater improvements following the 60% review phase.

II. Post-Design Services

- a. During the construction phase, CONSULTANT will provide limited post-design services which would include: performing 1 site visit during construction and also providing the as-built certification required by SWFWMD as part of the ERP permitting requirement.
- b. Services during construction do not include full-time resident CONSULTANT and inspection services.
- c. 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.
- FDOT Design Standards
- FDOT Plans Preparation Manual
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Basis of Estimates Manual
- FHWA Manual on Uniform Traffic Control Devices (MUTCD)
- FDOT Drainage Manual
- FDOT Drainage Design Guide
- FDOT Structures Design Guidelines
- 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 staff hours required to prepare the complete design and construction documents for this project across the various tasks.

Task 3.1 - Project Administration and Management

- A. **Project Management** – CONSULTANT will assign a Project Manager to manage the technical tasks, communicate, and coordinate with the City staff and others. Atkins's Project Manager will be responsible for overall client satisfaction in all aspects of this Work Order including the schedule, deliverables, and quality control.
- B. **Contract Management/Coordination** – CONSULTANT will coordinate with the OWNER's Project Manager on a bi-weekly basis to provide updates on progress.
- C. **Meetings** - The CONSULTANT shall attend (3) meetings with the OWNER for project review and coordination. Preliminary Design, 60% and 90% Review Coordination Meetings with the OWNER.
- D. **Public Involvement** – It is not anticipated that the CONSULTANT would provide these services for this project.
- E. **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.
- F. **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).
- G. **Utility Coordination** - Any available record plan data provided to the CONSULTANT by the OWNER or the utility agency owners (UAO) 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 Preliminary Design, 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 separate utility adjustment sheets. These services do not include performing survey locating or subsurface utility engineering (SUE). These services could be added as ADDITIONAL SERVICES if

requested by the OWNER.

- H. **SWFWMD ERP Permit Application** - Preparation of materials for a SWFWMD environmental resource permit will be included as part of this scope. The CONSULTANT shall prepare and submit, after the OWNER 60% review, an ERP Permit Application package. The CONSULTANT will address reasonable SWFWMD requests for additional information (RFAI) or clarification to the application package (we have assumed 2 RFAI's would be required). It is not anticipated that any wetland impacts or other environmental issues (wildlife, contamination, historical, cultural, water quality studies, 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 - Project Management and Permitting 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 application package (application fee by OWNER). This deliverable to occur following OWNER approval of 60%.

Task 3.2 - Preliminary Design Services

CONSULTANT will provide preliminary design analysis to develop a recommended alternative for the final design and construction of the above project. Professional services shall include:

- A. **Data Review:** CONSULTANT will collect and review existing data pertaining to the existing stormwater collection and conveyance system within the project area. This includes the review of City utility atlas sheets, GIS-based topographic data, as-built construction plans, permits, and surveys (including the most recent survey conducted within the project area). As a part of this task, CONSULTANT will also conduct a limited field investigation (site visit) of the existing drainage systems within the drainage/project study area (within the limits of the project – see attachment B). These investigations will be conducted with the goal of verifying, augmenting, and/or updating the information collected as part of the 2011 Island of Venice watershed model, record drawings, and other sources.
- B. **Hydrologic and Hydraulic Calculations:** CONSULTANT will update the existing conditions ICPR modeling prepared as part of the 2011 Island of Venice watershed model in the immediate project vicinity to reflect current conditions. The following are specific updates that will be made to the ICPR model;
- a. Update the ICPR model to reflect the existing survey data recently completed by the OWNER.
 - b. Update the model in the immediate project vicinity where there has been new development
 - c. Update the model to reflect any changes based on the field investigation
 - d. Update the model based on any other available information obtained that is not reflected in the immediate project vicinity.
 - e. Hydrologic and hydraulic calculations for the proposed storm water conveyance will be made using appropriate engineering methodology/ tools. These calculations will support an assessment of existing and proposed flooding level of

service and sizing of proposed storm water conveyance features. Up to three design storms will be considered in determining the flooding level of service.

- C. **Preliminary Assessment of Utility Conflicts:** CONSULTANT will perform a preliminary assessment of possible utility conflicts with the proposed storm water pipes or structures. This assessment will be based on the data obtained from the water, wastewater, reclaimed water, and storm water atlas maps of the City.
- D. **Preliminary Design Alternatives:** CONSULTANT will develop and evaluate two alternative preliminary design alternatives to improve flooding conditions within the W Venice Ave and Nokomis Ave area consisting of upsizing the Nokomis Ave N outfall system between Pensacola Rd and the Venetian Waterway for the with the objective of optimizing the performance in terms of design efficiency, constructability, and cost effectiveness. Each alternative will be evaluated for flood protection level of service improvements and include an engineer's opinion of probable cost at the 30% design level.
- E. **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.
- F. **Summary Memorandum of Design Alternatives (SMODA):** CONSULTANT will develop a brief memorandum that details the tasks performed under this Work Order and the results and recommendations for the final design of the proposed improvements. The report will include a conceptual drawing depicting the proposed layout of the stormwater improvements. The memo will recommend a project design based on a comparison of the various proposed alternative concepts.

Task 3.2 Deliverables - A draft version of the Summary Memorandum of Design Alternatives will be submitted to the OWNER for their review and input. This task includes one meeting with the OWNER to present the Summary Memorandum.

Task 3.2 Schedule- The following schedule is proposed:

- a) A draft SMODA would be completed in six (6) work weeks (42 calendar days) from the written Notice-to-Proceed from the OWNER.
- b) Should the OWNER have any comments on the draft SMODA, a final version would be prepared and completed in two (2) work weeks (14 calendar days) from the receipt of any comments.

Task 3.3 - Final Design and Permitting Services

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

- **Drainage Design Services**
 - Develop construction details utilizing FDOT 2017-2018 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 drainage improvements, general note sheet, drainage map, plan/profile sheets,

cross-sections, miscellaneous construction details (items not addressed in FDOT Design Standards), cross-sections, miscellaneous drainage detail sheets, erosion control plan, utility adjustment sheets.

- Quantity Take-Offs - The CONSULTANT shall prepare preliminary quantities at 60% and takeoffs at 90%. Any updates would be included at 100%. Quantities and pay items will be modified in accordance with the plans development phase and include revisions from OWNER comments during the plans review phases. The CONSULTANT shall avoid the use of lump sum pay items as much as possible.
- Prepare CONSULTANT's Estimate for Construction Cost (at 60%, 90%, and 100%) 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. Permit application fee would be responsibility of the OWNER.

Task 3.3A – 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, miscellaneous drainage detail sheets, erosion control plans and preliminary utility adjustment sheets.
- B. **60% Design Phase 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 3.3A 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 3.3A Schedule:

- The 60% Design Phase is anticipated to be completed in 60 calendar days from the written approval by the OWNER of the Final Summary Memo of Design Alternatives.

Utility Coordination Meeting – The 60% Design Phase construction plans will be sent to utility agency owners (UAO). A utility coordination meeting will be established, through coordination with the OWNER on the date, location and potential UAO's. The CONSULTANT will hold a utility coordination meeting for the purposes of identifying potential conflicts and possible resolution by the UAO's. The CONSULTANT will prepare meeting minutes and within fourteen (14) calendar days distribute to the OWNER and UAO's. The UAO's will be responsible for designing their potential relocations and for providing to the CONSULTANT their plans for any necessary relocations. The CONSULTANT will then prepare Utility Adjustment Sheets identifying the disposition of planned adjustments by the UAO's and will coordinate with the UAO's. These Utility Adjustment Sheets will be included in the 100% Construction Plans submittal.

Task 3.3B – 90% Design Phase

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

- A. **90% Design Phase Construction Details** - The CONSULTANT shall prepare and submit modifications or revisions to all construction details based on OWNER review of the 60% Design Phase details.
- B. **Quantity Take-Offs** - The CONSULTANT shall prepare quantity take-off calculations for all items required to construct the proposed improvements with revisions from OWNER comments during the 60% Design submittal. The CONSULTANT shall avoid the use of lump sum pay items as much as possible.

- C. **90% Construction Cost Estimate** - The CONSULTANT shall prepare and submit on company letterhead an opinion of probable construction costs updated based upon the accompanying Final Design plans.
- D. **Specification Package** - It is assumed that the OWNER will prepare the specification package and the CONSULTANT will provide technical review support and complete any Draft technical specification needed that is not addressed in the standard FDOT specifications or project specifications.

Task 3.3C Deliverables:

- Three (3) sets of 90% Design Phase construction details (if hard-copies are required), a single pdf version of the details.
- 90% Construction Cost Estimate
- 90% Quantity Take-off list submitted to the OWNER on an MS Excel Bid Form spreadsheet.
- Draft Technical Special Provisions (if required)

Task 3.3C Schedule:

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

Task 3.3D – 100% Design Phase

The 100% 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 100% Design Phase plans submittal package shall include:

- E. **100% Design Phase Construction Details** - The CONSULTANT shall prepare and submit modifications or revisions to all construction details based on OWNER review of the 100% Design Phase details.
- F. **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 60% Design submittal. The CONSULTANT shall avoid the use of lump sum pay items as much as possible.
- G. **100% Construction Cost Estimate** - The CONSULTANT shall prepare and submit on company letterhead an opinion of probable construction costs updated based upon the accompanying Final Design plans.
- H. **Specification Package** - It is assumed that the OWNER will prepare the specification package and the CONSULTANT will provide technical review support and complete any Final technical specification needed that is not addressed in the standard FDOT specifications or project specifications.

Task 3.3D Deliverables:

- Three (3) sets of 100% Design Phase construction details, a single pdf version of the details, and one (1) AutoCAD electronic file format furnished to the OWNER; A final signed/sealed version of the 100% Design plans will be provided when requested by the OWNER.
- 100% Construction Cost Estimate
- 100% Quantity Take-off list submitted to the OWNER on an MS Excel Bid Form spreadsheet.
- Technical Special Provisions (if required)

Task 3.3D Schedule:

- The anticipated schedule for completing the 100% Design Phase is 60 calendar days from the written OWNER approval of the 90% Design Phase.

Task 3.4 – Post-Design Services (during Construction Phase)

Provide Post-Design Services which include:

- A. Perform one (1) site visit for the purposes of reviewing the completed work and for preparing certification for the SWFWMD ERP permit based on the Contractor's As-Built/Record Drawings and the field review.
- B. Construction Engineering and Inspection (CEI) will be performed by OWNER forces and these services are not included in this scope of work.
- C. No testing services during construction are included in this scope of work.

Task 3.4 Deliverables:

- To be determined as needed.

Additional Services – Project Contingencies

Additional 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
- FDOT permitting
- Grant or other funding reporting
- wetland delineation/permitting for wetland impacts
- environmental services (wetlands, T&E Species Surveys, contamination, cultural resource assessments, noise studies, air studies, etc.)
- Additional design alternatives other than improvements along Nokomis Avenue
- right-of-way surveys and legal description preparation
- right-of-way acquisition/appraisals
- CEI
- construction materials testing

END SCOPE OF SERVICE

Compensation

For the services in this work assignment, a Lump Sum Fee is proposed for these professional services. Payment terms and conditions will be in accordance with the Agreement dated November 30, 2016.

SUMMARY OF PROFESSIONAL SERVICES FEE			
<p style="text-align: center;">Final Design & Permitting City of Venice - Nokomis Avenue Downtown Stormwater Outfall Improvements</p>			
Task #	Task/Element		Fee Estimate
3.1	Project Administration and Management		\$27,737
3.2	Preliminary Design		\$26,920
3.3	Final Design & Permitting		\$88,547
3.4	Post-Design Services		\$1,880
		Subtotal	\$145,084
	Direct Expenses		\$725
	Total Fee (Lump Sum) =		\$145,809

NOKOMIS AVENUE & DOWNTOWN DISTRICT STORMWATER IMPROVEMENTS