

**AMENDMENT TO WORK ASSIGNMENT NO. 10 PURSUANT TO  
THE JULY 13, 2010 AGREEMENT BETWEEN THE  
CITY OF VENICE, FLORIDA AND KING ENGINEERING ASSOCIATES, INC.**

WHEREAS, on July 13, 2010, the City of Venice, Florida ("OWNER") and King Engineering Associates, Inc. ("CONSULTANT"), entered into an Agreement whereby the CONSULTANT would perform professional services for the OWNER pursuant to an executed Work Assignment; and

WHEREAS, on May 26, 2015, the OWNER and CONSULTANT entered into Work Assignment No. 10 under the Agreement regarding certain professional services related to the OWNER's "Water Main Replacement Program – Phase 5;" and

WHEREAS, the OWNER and CONSULTANT have identified certain terms and conditions of Work Assignment No. 10 that now require modification.

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

1. On May 26, 2015, City Council approved Work Assignment No. 10 with CONSULTANT to perform design, permitting, and construction administration for Phase 5 of the Water Main Replacement Program.
2. Change Order No. 1 authorizes CONSULTANT to perform additional design and construction services to support more detailed design of water service relocations on private lots.
3. Scope of Services to be performed: CONSULTANT shall perform the services described in the Scope of Services attached hereto as Attachment "A-2".
4. Compensation to be paid. OWNER shall pay the CONSULTANT the sum of Forty Thousand, Nine Hundred Ninety Two dollars and no cents (\$40,992.00) for additional services outlined in Change Order No. 1. Change Order No. 1 will increase the current fixed fee amount of Two Hundred Nineteen Thousand, Two Hundred Seventy Three dollars (\$219,273.00) to Two Hundred Sixty Thousand, Two Hundred Sixty Five dollars (\$260,265).
5. Time for completion. CONSULTANT shall complete the professional design services specified in this work assignment within 70 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.
6. The terms and conditions of the July 13, 2010, Agreement shall remain in full force and effect until this Work Assignment, as amended, is completed.

**IN WITNESS WHEREOF**, the parties have executed this Work Assignment on the \_\_\_\_ day of \_\_\_\_, 2017.

**KING ENGINEERING ASSOCIATES, INC.**

\_\_\_\_\_

**CITY OF VENICE, FLORIDA**

By: \_\_\_\_\_

**John Holic, Mayor**

## **ATTACHMENT A-2**

### **KING ENGINEERING ASSOCIATES, INC. WORK ASSIGNMENT NO. 10 – CHANGE ORDER NO. 1**

#### **CITY OF VENICE WATER MAIN REPLACEMENT PROGRAM – PHASE 5 ADDITIONAL DESIGN AND CONSTRUCTION SERVICES**

#### **SCOPE OF SERVICES**

##### **Task 1 – Design Project Management**

Consultant will provide the following services, extending throughout the duration of the project:

- Coordinate the activities and communications of the Consultant's staff and subconsultants with those of the OWNER.
- Develop and maintain the project design schedule.
- Develop monthly invoices and status reports.
- Meet with the OWNER one (1) time to review the project progress.
- Initiate and execute the Quality Control process.

##### **Task 4 –Design**

##### **Task 4.6 – Supplemental 100% Design Services**

To supplement the design, CONSULTANT will:

- 4.6.1 Visit each of the 148 properties where water service relocation will take place to verify the existing meter and water service connection locations, select a location for the new meter, and select a route for the new water service. This includes the relocation of four (4) fire services and the relocation of irrigation services. Existing meter, proposed meter, water service connection locations and restoration items will be recorded with hand drawn sketches. Lots with irrigation services will be identified using OWNER provided billing data. Proposed new meter locations and water service routes will be coordinated with information provided with Property Owner Agreements.
- 4.6.2 Update the 100% design drawings to show the locations recorded above and the route for the new water, irrigation and fire services on the private lots.
- 4.6.3 Update the bid form to reflect water service relocation with the following line items:
  - Water Service Pipe (LF Unit Price based on designed route for installation and material);
  - Private Property Restoration – Sod (LF Unit Price based on designed route and 18" trench width, will be identified in specs);

- Private Property Restoration – Others (Unit Price according to material - brick pavers, concrete, unavoidable obstacles based on designed route);
- Contractor/Property Owner Coordination – Based on 30 minutes per homeowner (methodology to be defined in specs).

4.6.4 Revise the specifications to describe the updated requirements and bid items associated with the water service and meter relocations on private property.

4.6.5 Incorporate the OWNER's comments on the revised 100% documents.

4.6.6 Furnish a final Engineer's Opinion of Probable Construction Cost based on the Bid Documents.

## Task 5 – Permitting

### Task 5.3 – Permit Renewals

Obtain renewals for the project's FDOT and Sarasota County Right-of-Way permits that have expired since design of the project was originally completed.

## Task 6 – Bid Phase Services

Task 6.2 – During the bidding phase of the Project, CONSULTANT will:

- 6.2.1 Prepare for, attend and conduct a Pre-Bid Conference to meet with prospective bidders and discuss the project.
- 6.2.2 Provide written clarifications and prepare Addenda responding to questions raised at the prebid meeting and sent in by bidders.

Review of the bids and development of a Recommendation of Award is included under the original Work Assignment.

## Deliverables

- Five (5) half-size drawing sets and technical specifications of the revised 100% documents. The submittal will also be provided in PDF format by email or FTP site.
- Five (5) half-size signed and sealed copies of the Bid Document drawings along with a CD containing the drawings in PDF and AutoCAD format, the technical specifications in PDF and Word format, the Bid Form and the final Engineer's Opinion of Probable Construction Cost in PDF format.

## Compensation

The proposal fee for the above scope of work will be charged as a Lump Sum and will be invoiced monthly based on percentage completion of each task. The following table shows the fee by task.

This Work Assignment includes an Owner's Allowance of \$15,000 for unforeseen tasks required to complete the project, which will be used only with the written approval of the OWNER. A scope description and fee breakdown will be provided to the OWNER for any proposed use of the Owner's Allowance.

<b>Fee Proposal</b>			
<b>Task</b>	<b>Description</b>	<b>Basis</b>	<b>Fee</b>
1	Design Project Management	LS	\$3,904
4	Design	LS	\$17,410
5	Permitting	LS	\$1,154
6	Bid Phase Services	LS	\$3,524
	Owner's Allowance		\$15,000
	<b>Total</b>		<b>\$40,992</b>

## Time of Completion

The project schedule is outlined below. The schedule provides time from start to completion of each task in calendar days from notice to proceed. The notice to proceed will be effective the date this Work Assignment is approved by the OWNER.

<b>Project Schedule</b> (Calendar Days from Date of Work Assignment)			
<b>Task</b>	<b>Description</b>	<b>Start</b>	<b>Complete</b>
1	Design Project Management	0	114
4	Design	0	70
5	Permitting	60	70
6	Bid Phase Services	Per OWNER Schedule	

## Assumptions

- Documents will be developed based on the Contractor hiring a licensed plumber for the water service work on private property.

- The OWNER will distribute the Bid Documents and Addenda and will prepare and execute final Agreements, Contract Documents and insurance/bonding documentation with the selected low bidder.
- Prior to submitting certifications to the Health Department, the OWNER's inspection firm will provide a letter, signed and sealed by a Florida Professional Engineer, stating "This letter is to certify that a person acting under my responsible charge observed construction of the substantially complete portion of this project, and based upon said observation, the substantially complete portion of this project has been completed in general accordance with the approved drawings and specifications and that any deviations were approved by the Engineer-of-Record."