

AMENDMENT TO WORK ASSIGNMENT NO. 10 –CHANGE ORDER NO. 2
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, On March 28, 2017 City Council approved Change Order No. 1 authorizing CONSULTANT to perform additional design and construction services to support more detailed design of water service relocations on private lots.

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. Change Order No. 2 authorizes CONSULTANT to perform additional design and construction services to support the addition of ±1,800 LF of additional new water mains, abandoning additional existing water mains and new services to sixteen (16) private lots.
2. Scope of Services to be performed: CONSULTANT shall perform the services described in the Scope of Services attached hereto as Attachment “A-3”.
3. Compensation to be paid. OWNER shall pay the CONSULTANT the sum of Sixty Seven Thousand, Nine Hundred Ninety-Six dollars and no cents (\$67,996.00) for additional services outlined in Change Order No. 2. Change Order No. 2 will increase the current fixed fee amount of Two Hundred Sixty Thousand, Two Hundred Sixty-Five dollars and no cents (\$260,265.00) to Three Hundred Twenty Eight Thousand, Two Hundred Sixty One dollars and no cents (\$328,261.00).
4. Time for completion. CONSULTANT shall complete the professional design services specified in this work assignment within seventy five (75) 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. 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 Amendment to Work Assignment No. 10-
Change Order No. 2, on the ____ day of ____, 2017.

KING ENGINEERING ASSOCIATES, INC.

By:  _____

CITY OF VENICE, FLORIDA

By: _____

John Holic, Mayor

ATTEST:

City Clerk

ATTACHMENT A-3

KING ENGINEERING ASSOCIATES, INC. WORK ASSIGNMENT NO. 10 – CHANGE ORDER NO. 2

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

SCOPE OF SERVICES

Background

The City of Venice (OWNER) would like to add additional new water mains and service connections to the Water Main Replacement Program Phase 5 Project in order to address customer complaints regarding their water pressure. The additional work consists of:

- ±900 LF of new water main on Pensacola Road, from Nassau Street to Nokomis Avenue;
- ±900 LF of new water main on Nokomis Avenue, from Milan Avenue to the alley just south of Miami Avenue;
- New services on up to 16 private lots.

This work was previous scheduled to be completed as part of Phase 6 of the Program.

This Change Order 2 to Work Assignment 10 authorizes the CONSULTANT to provide design, permitting and construction services for the additional work for its inclusion into the Phase 5 project. Since Phase 5 will likely be awarded to a contractor before the design and permitting for the additional work is completed, it is anticipated that the additional work will be added to the Phase 5 construction contract via Change Order.

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 2 – Field Investigations

Task 2.5- Survey

CONSULTANT will perform topographic survey services extending from right-of-way line to right-of-way line on the streets with proposed new water mains. The survey along streets will record the following above ground features:

- Edge of pavement;
- Curbs, driveways and sidewalks;
- Power poles;
- Above ground utilities;
- Manhole rims, inverts and pipe sizes;
- Trees and their approximate driplines.

The survey will be tied to State Plane Coordinates and an arbitrary vertical datum. The survey effort does not include right-of-way surveys, however, readily available property corners along the fronts of the properties will be located for reference.

Task 2.6- Geotechnical Investigation

Through the use of a subconsultant, CONSULTANT will obtain a total of six (6) hand auger borings to a depth of 10 feet along the proposed water main routes. Results of the geotechnical testing will be summarized in a signed and sealed geotechnical report outlining:

- Boring location plan;
- Borings logs with soil stratification based on visual soil classification;
- Encountered soil and bedrock conditions;
- Summarized laboratory data;
- Groundwater levels observed during drilling;
- Geotechnical recommendations.

Task 2.7 – Subsurface Utility Engineering (SUE)

Through the use of a subconsultant, provide Level A SUE at six (6) locations to confirm potential utility conflicts. Electromagnetic induction, ground penetrating radar and vacuum excavation will be used to help identify/expose utilities. Once the utility has been identified/exposed, the depth, diameter and material type will be obtained.

Task 2.8 – Private Property Service Routes

Visit up to 16 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 fire services and 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.

Task 3- Property Owner Agreements

Task 3.23 – Additional Property Owner Agreements

CONSULTANT will hire a specialist to work with and obtain signed agreements up to 16 private property owners whose water services will be relocated. The specific tasks to be performed are:

- Review individual properties with aerials or plans that show existing water shut off valves (WSC).
- Confirm location of WSC and/or advise of correct location on properties where owners request on-site review.
- Confirm location of private property water line with property owner and advise of specific owner requests or concerns related to the location or construction of water line on private property.
- Confirm use of existing water service meter relocation agreement and letter with City Staff. Finalize Agreement and letter with revisions, if applicable.
- Prepare database of owners, based on aerials or plans using Property Appraiser (PA) data; print PA info sheet for owner file.
- Verify ownership on Clerk of Court website – print deed or ownership conveyance document for property.
- Review City Meter Location list for each property. Note existing water meter location, irrigation and reclaim meter and back flow preventer information as applicable.
- Prepare files for property owner information as applicable to project.
- Prepare letter and Agreement for each owner.
- Research phone number for each property owner, call owner, advise of project and offer method to receive Letter, Agreement and aerial or plan sheet copy: on site meeting, meeting at City Hall, e-mail or US Mail.
- Verify owner preference for contact for project: telephone numbers and e-mail addresses if owner responds verbally or by e-mail to attempts for discussion.
- Attempt minimum of one in person visit to home to hand deliver project information for owners with no available phone number. If unable to contact owner by site visit or phone, project information will be sent by US Mail. Letters sent by US Mail will include return envelope addressed to Right of Way Specialist.
- Respond to property owner calls and e-mails; site review property at owner's requests, coordinate on site meetings.
- Prepare e-mail, mark-up of aerial or plan sheet to document on-site meeting with property owner if applicable to design details and/or construction activity.
- Convey owner requests, comments and/or concerns.
- Follow-up as required with owner by phone, e-mail or site visit.

- Coordinate witnessing of Agreements with owner by referring to City Clerk's office staff or Warfield Avenue staff. Witness Agreements only when asked by property owner if no other witness available.
- Review existing Thank You letter from previous projects with City Staff and finalize.
- Prepare thank you letters for executed Agreements approximately every 30 days. Coordinate delivery of letters and agreements to City Manager and City clerk for execution. US Mail or e-mail owner thank you letter with copy of Agreement.
- Prepare list of fully executed original Agreements and deliver to City Clerk's office with original executed Agreements approximately every 30 days.
- On-going update of Spreadsheet in numerous formats. Provide PDF of spreadsheet throughout project. If requested, spreadsheet will be provided in excel at end of project.
- Review plan sets and update and/or revise spreadsheet(s), verify all owners with relocated meter have been contacted; advise as necessary based on review.
- Follow-up with non-responsive owners, send "second request" letter from City to Owners who are non-responsive. Coordinate timing of letter and finalization of letter.
- Identify owners, if any, and discuss recommendation for "third request" letter, sent certified mail, advising of owner responsibility to pay to connect to services if Agreement not received.
- Prepare binders of owner information - with individual spreadsheets with owner information and copy of owner executed agreement copy, owner contact info, correspondence and property information.

Respond to City Staff, property owner, Plumber, Contractor questions after acquisition of Agreement phase is complete, prior, during and after construction based on funds remaining in budget.

Task 4 –Design

Task 4.7 – Supplemental 100% Design Services

Task 4.7.1 – Engineering Evaluations

CONSULTANT will perform the following evaluations as part of the design of the project:

- 4.7.1.1 – HDD calculations to determine the feasibility of HDD and/or the required drill depths or special requirements.
- 4.7.1.2 – Determination of existing utilities along the proposed new water main alignments. CONSULTANT will call in a Florida One Call Design Ticket and send draft plans to the affected utilities to obtain the location of their existing facilities. This information will be combined with the visual observation of markings placed by utilities prior to the geotechnical field effort.
- 4.7.1.3 – CONSULTANT will coordinate data collected in the field with the City's private property service spreadsheet and information provided by the Property Owner

Agreement subconsultant to confirm the route for the service line on private property, the location of the required connection to the lot building/service and other special requests from the individual property owners.

Task 4.8 - Drawings

CONSULTANT will develop design drawings for use in developing a Change Order to the construction contract. Drawings sheets are anticipated to include:

- Overall Project Site Plan and Key Map
- Abandonment and Tie-In Shutdown Plan
- Overall Service Relocation Plan
- Proposed New Water Main Plan - Pensacola Road (3 panels)
- Proposed New Water Main Plan - Nokomis Avenue (3 panels)

Drawings will be developed in AutoCAD and will be similar in detail and approach and those developed for the Phase 5 project. Drawings will be half-size (11" x 17" sheets). Drawings for new water mains will be at 1"=30' scale, plan view only and will include abandonment of the existing mains, routes for new services on private properties, and private property meter and water service connection locations. Property lines will be shown based on the Sarasota County Property Appraiser's maps and, as such, will be approximate. Aerials will be Google aerials.

Drawings will be submitted for the City's review at the 50% and 100% completions levels. The main purpose of the 50% submittal will be to agree on the water main alignments. A meeting with the City will be held after the 50% submittal to review the City's comments.

Task 4.9 Opinion of Probable Construction Cost

CONSULTANT will develop an opinion of probable construction cost for the project at the 100% completion level for use in evaluating the Contractor's Change Order. The format of the opinion of probable construction cost will be based on the project Bid Form and Measurement and Payment criteria.

Task 5 – Permitting

Task 5.4 FDEP (Health Department) Permit

CONSULTANT will prepare an FDEP Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs for submittal to the Sarasota County Department of Health and will respond to questions necessary to obtain approval for the permit. Fees include the \$900 Permit processing fee. If possible, the existing permit for Phase 5 will be revised in lieu of obtaining a new permit.

Task 7 – Services During Construction

Task 7.1 – Additional Services During Construction

CONSULTANT will provide additional construction management and engineering services for construction of the new water main and relocation of the additional private property services including:

- Developing and reviewing the Contractor's Change Order and assisting the OWNER with its processing.
- Providing general coordination with the OWNER, the OWNER's Field Representative and the Contractor during construction.
- Preparing AutoCAD Record Drawings based on red-lined As-Built drawing markups and survey files provided by the Contractor.
- Developing ESRI GIS data files for the constructed project in accordance with Section 7 of the City of Venice Standard Details, General Notes and Testing Requirements Updated January 2017 and based on data provided by the Contractor.
- Reviewing of up to two (2) sets of pressure test and disinfection test results and preparing and submitting two (2) (one for each new water main) certification packages to the Department of Health.

Deliverables

- One PDF copy of the SUE field reports.
- One signed and sealed PDF of the Geotechnical Report.
- Binder of private property owner information - with individual spreadsheets with owner information and copy of owner executed agreement copy, owner contact info, correspondence and property information.
- Four (4) half-size, drawing sets of the 50% and 100% documents. The submittal will also be provided in PDF format by email or FTP site. One (1) copy will be in color.
- Four (4) half-size signed and sealed copies of the 100% drawings along with a CD containing the drawings in PDF and AutoCAD format, a Bid Form and the Engineer's Opinion of Probable Construction Cost in PDF format
- One PDF copy of the Health Department Permit application package.

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.

Fee Proposal			
Task	Description	Basis	Fee
1	Design Project Management	LS	\$3,340
2	Field Investigations	LS	\$4,860
3	Property Owner Agreements	T&M	\$8,400
4	Design	LS	\$23,396
5	Permitting	LS	\$2,004
7	Services During Construction	LS	\$10,996
	Owner's Allowance		\$15,000
	Total		\$67,996

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.

Project Schedule (Calendar Days from Date of Work Assignment)			
Task	Description	Start	Complete
1	Design Project Management	0	75
2	Field Investigations	0	30
3	Property Owner Agreements	0	90
4	Design	15	60
5	Permitting	45	75
7	Construction 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.

- 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."