

**AMENDMENT NO. 1 TO
AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE
CITY OF VENICE, FLORIDA AND
CDM SMITH, INC.**

WHEREAS, on June 12, 2018, the CITY and the CONSULTANT entered into an Agreement for Consultant Services for Construction Engineering Inspection/Management Services (CEI) for the **Downtown Road Corridor Improvement Project**; and

WHEREAS, the CITY wishes to authorize the CONSULTANT additional time for completion of the project due to a revision to the project schedule and an addition to the scope of services to be performed by the CONSULTANT; and

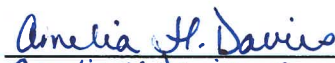
WHEREAS, CONSULTANT wishes to perform such additional services.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the June 12, 2018, Agreement for Consultant Services, the parties agree as follows:

1. Scope of services to be performed has been amended to add the additional scope of services to continue CEI services for the Nokomis Avenue portion of the project as set forth in Exhibit "A."
2. Compensation to be paid. As a result of this Amendment, total compensation increases by **one hundred seventy-nine thousand four hundred six and 24/100's dollars (\$179,406.24)** that will be paid to the CONSULTANT for the additional services specified in Exhibit "A."
3. Project completion date for this Work Assignment has been extended to August 30, 2019, to allow for completion of the additional scope.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Agreement for Consultant Service on the ____ day of ____, 2019.

CDM SMITH, INC.



Amelia H. Davies, Associate

CITY OF VENICE, FLORIDA

By: _____

John Holic, Mayor

ATTEST:

City Clerk

EXHIBIT A SCOPE OF SERVICES

INTRODUCTION

The City of Venice contracted Consultant to perform Construction Engineering Inspection and Funding Compliance Management for the construction of the Downtown Roadway Corridor Improvement Project in the historical downtown district of the City of Venice in Sarasota County, Florida in June 2018. Consultant contract anticipates contract close-out assistance through August 2019 for final close-out of the project.

The scope of the Downtown Roadway Corridor Improvement Project includes complete infrastructure improvements within the downtown roadway corridors of the City of Venice. The roadway corridors including the following:

- Tampa Avenue W. – from Harbor Drive N. to N Tamiami Trail (US 41 Business)
- W. Venice Avenue - from Harbor Drive N. to N Tamiami Trail (US 41 Business)
- Miami Avenue W. - from Harbor Drive S. to N Tamiami Trail (US 41 Business)
- Nassau Street S. and N. – from Miami Avenue W. to Tampa Avenue W.
- Nokomis Avenue S. and N. – from Miami Avenue W. to Tampa Ave. W.

The infrastructure improvements include the following: roadway reconstruction, roadway pavement reclamation, storm inlets and piping, extensive landscaping, irrigation, hardscaping including pavers, concrete sidewalks, curbs, signing/pavement markings, in- pavement lighting system and conduit/pull-boxes for future lighting replacement. Work also includes traffic control, erosion control, utility coordination, survey layout and some water main relocation deflections. The project is being funded by the City of Venice bond funds, One Cent Sales Tax, Stormwater Enterprise Funds and federal/state funds administered through the FDOT LAP and Economic Development Transportation Project Fund (EDTF) Program for off-system specific appropriations.

All construction work must be verified to comply with the Plans & Specifications and other requirements that are outlined in the bid documents for “ITB Number 3084-18 Downtown Road Corridor Improvements Re-Bid” which is available on DemandStar or by request. The selected consultant shall verify the final version including all addendums for the Construction Contract and Grant terms including all addendums.

PROJECT DESCRIPTION

The selected consultant will perform management and oversight of the project and will provide administration, monitoring, reporting and ensure all performance and/or technical specifications for construction are being followed in accordance with the FDOT Construction Project Administration Manual:

(<http://www.dot.state.fl.us/construction/Manuals/cpam/CPAMManual.shtm>). The project is not on a State Highway System, however, it is state and federally funded.

All forms referenced below can be found at <http://www.dot.state.fl.us/proceduraldocuments/>

The Firm will be performing all of the tasks as the representative for the "Local Agency" in the grant agreements including serving as Resident Compliance Specialist and Contract Administrator. Any reference to "Local Agency" will be performed by the CEI consultant. A summary is provided below, however, careful review of the grant agreements, FDOT requirements and Contractor bid, plans and specifications must be conducted by the CEI consultant fully define scope of work. CEI shall provide assurances to the City that the Contractor and all tiers of subcontractors are in compliance with all FDOT LAP and FDOT EDTF requirements.

Construction Administration Requirements for Local Agencies (LAP Program)

These requirements apply to Local Agencies operating under Local Agency Certification who choose to administer construction contracts. On the State Highway System, construction will be administered in accordance with the FDOT Construction Project Administration Manual. Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Off the State Highway system, the Local Agency is encouraged to use these same standards. Federal aid projects are subject to EEO Compliance Reviews by FDOT. Consultant shall be responsible for monitoring, tracking and verifying that required construction administration is completed.

Requirements during Construction:

1. Fully evaluate all grant requirements to verify that all compliance requirements are met. Through the course of the project, all items that are required to be uploaded to LAPit or maintained for future compliance verification or audit shall be provided to the City Engineer.
2. Coordinate with the Engineer of Record (EOR) regarding the review and approval of shop drawings and substitution requests for substantial conformance with the design concept plans.
3. Obtain copies of all subcontractor agreements to verify that FHA1273 is referenced and included as an attachment to the contract.
4. Pre-Activity Meetings - It may be desirable to hold separate conferences for some specialized items of construction including contract and EEO compliance verification.
5. Meeting Minutes - Minutes of the meeting shall be made and copies transmitted to the District Local Agency Programs Administrator and each agency, organization, and firm that has involvement or interest in the project.
6. Design Review - The Consultant serving as Local Agency shall review construction plans and permits.

7. Consultant shall develop a Communication Plan that includes a 24 hour call and e-mail notification system to address resident and business concerns. The consultant shall conduct door to door notification to businesses that will be directly impacted on a routine basis and provide weekly updates of proposed activities to the City Engineer, City PIO and Venice MainStreet. Routine updates of work and any lane closures or detours shall be notified to the appropriate City staff and emergency responders.
8. Consultant serving as the Local Agency shall provide services to monitor the contractor's on- site construction operations and observe materials entering into the project work site as required to ensure the quality of workmanship and materials is such that the project will be completed in substantial conformity with the plans, specifications and other construction contract provisions. The Consultant serving as the Local Agency shall keep detailed records of the Contractor's daily operations and significant events that affect the work and submit to the City. Document significant changes to the project or field conditions including verifying that FDOT and City approval have been received prior to any changes to scope of work; assist in the interpretation of the plans, specifications and construction contract provisions; make recommendations to the City to resolve disputes, which arise in relation to the construction contract. In general, construction observations services by the Consultant shall be in accordance with the Florida Department of Transportation's Construction Manual (CPAM). Field inspectors shall be on- site at all times when work is being performed unless arrangements have been made for City staff to monitor activities or inspection services is deemed not necessary due to the limited scope of work as approved in writing by the City. This project will have portions that will operate 7 days per week, 24 hours per day that will need to be closely coordinated with the Contractor and City.
9. Maintain Project Diary - The Consultant serving as Local Agency is responsible for maintaining a project diary throughout the life of the construction project including the daily inspections and oversight of the project. The diary refers to all documents that present a recorded collection of events, data, occurrences, instructions, situations, circumstances and work performed each day during a construction project. Project Diary includes, Daily Report of Construction (FDOT Form No. 700-010-13), Engineer's Weekly Summary (FDOT Form No. 700-010-14), and a Work Plan Controlling Item of Work (FDOT Form No. 700-010-15).
10. Conduct Progress Meeting - The Consultant serving as Local Agency shall conduct weekly or bi-weekly construction meetings with the Contractor, City and utility companies to discuss in detail the requirements and responsibilities for such items as Contractor's responsibilities for shop drawing submittals, construction schedule, subcontractor schedules, maintenance of traffic, safety, grant compliance, etc. The Consultant shall prepare minutes of the meetings and a list of attendees. Meetings may be held at City Hall due to the close proximity to the site. Minutes of the meetings shall be transmitted to the City, Contractor and any other interested parties.

11. Monitor DBE Requirements - The Consultant must monitor the contractor to ensure that it submits reports online. Each month the Contractor must report actual payments to all DBE subcontractors and suppliers. Reports shall be made through Equal Opportunity Reporting System (EOR): <https://www3.dot.state.fl.us/EqualOpportunityCompliance> and FHWA. The Consultant is responsible for monitoring EEO and FHA requirements including verifying Davis-Bacon Wage Decision and providing the necessary verification documentation and assurances to the City for compliance including all audit requests.
12. Monitor Contract Wage Requirements - The Consultant serving as Local Agency shall review and approve weekly certified payrolls for completeness and accuracy from the Contractor and all tier subconsultants including assurances of compliance. Approved certified payrolls and any non-compliance notification shall be provided to the City via e-mail designated "Confidential" on a weekly basis.
13. Monitor EEO Requirements - The Consultant serving as Local Agency must monitor the contractor's performance to make sure they comply with its EEO policy. To accomplish this, the Consultant serving as Local Agency must designate an EEO Officer. The EEO Officer must conduct employee interviews (FOOT Form No. 700-010-63) with the contractor, maintain records and reports concerning the contractor's performance, and ensure that the local agency, itself, complies with its EEO policy. The Consultant serving as Local Agency should use the Equal Opportunity Contract Compliance Procedure (275-020-002-f) to monitor the contractor's performance. The consultant shall provide assurances to the City that the contractor and subcontractor are in compliance.
14. Material Approval- The source for each type of material must be approved by the Consultant serving as Local Agency before the delivery is started. The source of material is pre-approved if it is on the current FOOT "Qualified Products List" (QPL) available at <http://www2.dot.state.fl.us/SpecificationsEstimates/ProductEvaluation/QPL/QPLIndex.aspx>. The QPL is published as an assurance that certain products and materials have a basic approval subject to additional testing of individual lots, batches or shipments to construction projects. All Manufacturer Certificates that need to meet Buy America and American Iron and Steel shall be reviewed and approved by CEI and provided to the City. The City has indicated that shop drawing review by the EOR may be initiated by the Contractor upon Notice of Intent to Award to allow additional time to prepare for construction start on April 15, 2018. Any shop drawings approved prior to execution of the CEI contract will be provided for inclusion in the overall project records documentation.
15. Document Delivery of Materials - Consultant serving as acting as Local Agency will collect all delivery tickets for asphalt concrete, Portland cement concrete, pipe or other batched or truck weighed material must be used to document the delivery of the material. These receipted tickets become a part of the final records. Delivery tickets shall

be coordinated to pay application to verify quantities are consistent and provided to the City Engineer with the reviewed pay applications.

16. Acceptance Testing - Consultant serving as Local Agency staff or a private testing facility employed by the Consultant serving as Local Agency shall perform acceptance sampling and testing on the job site. The Consultant serving as Local Agency should use these results to determine compliance with contract documents.
17. Acceptance Testing of Structural Products - When structural products or components such as precast concrete bridge beams, piles or drainage products or structural steel components such as bridge beams, sign structures, lighting structures, and traffic signal structures are fabricated in a plant remote from the immediate site of the project then acceptance sampling, testing and inspection must be performed in the plant by the Consultant serving as Local Agency staff (Local Agency's CEI included), another Local Agency, or a private testing facility employed by the agency.
18. Independent Assurance Testing - The Consultant serving as Local Agency shall perform independent assurance sampling and testing to check the reliability of the results obtained in acceptance sampling and testing. A prompt comparison of acceptance test results with independent assurance test results must be made by the Consultant serving as Local Agency. This comparison must be documented in the project records. If the comparison indicates a problem, either with the materials or with the testing methods, action must be taken immediately to resolve the problem.
19. Document Progress Payments - The Consultant serving as Local Agency Project Engineer must document the quantities shown on each monthly estimate to ensure payments are based on accurate measurements of work performed so that the contractor can be fairly compensated and so that public funds will not be expended on work that has not been done. Contractors have been notified that billing must be consistent with the Bid Schedule provided in the RFP #3076- 18 to allow funding sources to be tracked. Consultant shall verify the final Bid Schedule after all construction addendums have been issued to be used in tracking progress payments.
20. Affidavits - Before any payment can be made, the Consultant serving as Local Agency must ensure that the contractor submits monthly a Certification Disbursement of Previous Periodic Payment to Subcontractors (FDOT Form No. 700-010-38).
21. Document Changes and Extra Work - Whenever a change in the contract is required, the Consultant serving as Local Agency shall prepare a Supplemental Agreement and submit it to the approving authority for approval. The submittal shall include an explanation in sufficient detail so that everyone involved will understand the need for the change. A detailed justification of the cost associated with the change shall be included with the explanation. The format of FDOT Form No. 700-010-45 is recommended.

22. Semifinal Inspection - The Consultant serving as Local Agency Project Engineer along with City Staff and EOR will conduct a semifinal inspection within seven days after notice from the Contractor of presumptive completion of the entire project. If, at the semifinal inspection, all construction provided for and contemplated by the contract is found completed to the Project Engineer's satisfaction, such inspection shall constitute the final inspection. If, however, at any semifinal inspection any work is found unsatisfactory, in whole or in part, the Project Engineer shall give the Contractor the necessary instructions as to replacement of material and re-performance of work necessary for final completion. Upon satisfactory replacement of material and re-performance of such work, another inspection shall be made, which shall constitute the final inspection if the required material is found to have been replaced and the work completed satisfactorily.
23. Final Inspection/ Final Acceptance - Whenever all materials have been furnished, all work has been performed, and all punch list items have been satisfactorily addressed, the Consultant serving as Local Agency Project Engineer shall conduct the final inspection. When, upon completion of the final construction inspection, the work is found to be completed satisfactorily, the Local Agency Project Engineer shall give the Contractor written notice of final acceptance. The Consultant serving as Local Agency should complete the form, Final Inspection and Acceptance of Federal aid Project, (FDOT Form No. 525-010-42) for the City to send this form to the District Local Agency Program Administrator. When the Consultant serving as Local Agency submits its final invoice to FDOT, it should indicate that the project is complete.

Post Construction Requirements:

1. Final Estimate - The Consultant serving as Local Agency Project Engineer will prepare a final estimate showing the value of the work. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable after final acceptance of the work.
2. Final Records - The Consultant serving as Local Agency Project Engineer must document the work performed on the contract. Documentation consists of field books, inspector's record of field tests, Local Agency Project Engineer's and inspector's diaries, all invoices, weigh bills, truck measurements, quantity tickets, receiving reports, field office ledgers, mass diagrams, cross- sections, computer listings, and work profiles. Final Records shall be provided in both electronic and hard copy format.
3. Material Certification - The City will send a copy of the material certification to the District Local Agency Program Administrator before the construction final invoice on the Local Agency Program Agreement will be paid. The CEI will review final installed material list in accordance with American Iron and Steel and Buy America provisions and provide assurance documentation to the City.

EXHIBIT "A"
Continuing CEI Services

Personnel+ Classifications	A39:S74A39:S75A39: Billing Rate	P 1	C 2	C 3	C 4	C 5	C 6	C 7	C 8	C 9	T 10	Total Staff-Months	Straight Time Staff Hours	Overtime Staff Hours	Total Staff Hours	Total Costs	Premium OT @ 10%	Total Compensation
	With Expense	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19							
Sr. Project Engineer	\$211.55		0.10	0.10	0.10							0.30	49.5		49.5	\$10,471.73		\$10,471.73
Project Engineer (PE)	\$147.21		0.75	0.75	0.75							2.25	371.3		371.3	\$54,651.71		\$54,651.71
QC Manager (LET)	\$150.88			0.10	0.10							0.20	33.0		33.0	\$4,979.04		\$4,979.04
CPM Scheduler	\$144.93											0.00	-		-	\$0.00		\$0.00
Assistant PA (APA)	\$113.53											0.00	-		-	\$0.00		\$0.00
Contract Support Specialist (CSS)	\$97.23											0.00	-		-	\$0.00		\$0.00
Assistant CSS (ACSS)	\$66.57		0.50	0.50	0.50							1.50	247.5		247.5	\$16,476.08		\$16,476.08
Sr. Inspector A	\$79.60	0.50	0.50	1.00	0.50							2.50	412.5	41.3	453.8	\$36,118.50	\$582.04	\$36,700.54
Sr. Inspector B	\$95.39											0.00	-	-	-	\$0.00	\$0.00	\$0.00
Inspector A	\$73.22	1.00										1.00	165.0	16.5	181.5	\$13,289.43	\$214.17	\$13,503.60
Inspector B (LET)	\$67.94	1.00		0.25								1.25	206.3	20.6	226.9	\$15,413.89	\$242.34	\$15,656.23
Inspector Aide	\$48.68											0.00	-	-	-	\$0.00	\$0.00	\$0.00
Sr. Public Information Officer	\$174.62											0.00	-		-	\$0.00		\$0.00
Public Information Officer	\$92.82		0.25	0.25								0.50	82.5		82.5	\$7,657.65		\$7,657.65
Total Staff Months / Hours		2.50	2.1	3.0	1.95	-	-	-	-	-	-	9.50	1,567.5	78.4	1,645.9	\$159,058.03	\$1,038.55	\$160,096.58

Legend P = Preconstruction D=Design C = Construction T = Post Construction

Lab Testing		\$3,000.00
Contingency	10%	\$16,309.66

Assumptions:

1	Based on 60 additional days added to the contract.
2	Manhours do not consider any rain days, holidays or any days the contractor may go beyond Contract Time.
3	10% factor for overtime for inspectors. The project may require extensive OT.
4	The lower of FDOT 75% rates or the direct rates are used.
5	PIO time for Jennifer estimated at 10 hours per week.
6	Using an assistant at only 20 hours per week for CSS/RCS.
7	Removed the assistant PA position, which will put more burden on our Sr. Inspector.
8	Only showing 40 for 1 paving Inspector and 1 Sr. Inspector. If Contractor uses more crews with day/night work, more staff may be needed.
9	Time and Materials Contract, so only bill for actual hours worked and costs.
10	Estimated materials Lab fees shown above .
11	Project field office provided by City
12	Overhead and expenses per latest FDOT Audits

Total \$179,406.24