

**AMENDMENT NO. 1 TO WORK ASSIGNMENT NO. 3
PURSUANT TO THE JUNE 23, 2015 AGREEMENT BETWEEN THE
CITY OF VENICE, FLORIDA AND FAWLEY BRYANT ARCHITECTS,
INC.**

WHEREAS, on June 23, 2015, the City of Venice, Florida (“OWNER”) and Fawley Bryant Architects, 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 and CONSULTANT agreed to extend the Agreement for an additional year on June 25, 2019; and

WHEREAS, the OWNER and CONSULTANT entered into Work Assignment No. 3 on November 18, 2015, authorizing the CONSULTANT to perform professional services concerning WTP Building Improvements (the “Work Assignment”); and

WHEREAS, the OWNER wishes to authorize the CONSULTANT to perform additional professional services concerning the WTP Building Improvements as more particularly described in the Scope of Services herein; and

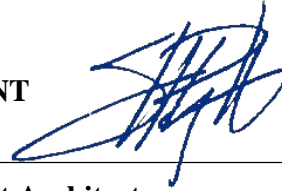
WHEREAS, the CONSULTANT wishes to perform such professional services,

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the June 23, 2015, Agreement, the Work Assignment, and this Amendment, the parties agree as follows:

1. General description of the project: The CONSULTANT shall continue to provide limited construction administration services for the exterior improvements to Buildings A, B, C and the High Service Pump (HSP) building.
2. Scope of services to be performed: CONSULTANT shall perform the additional services described in the Notice of Additional Services attached hereto as Attachment “A”.
3. Compensation to be paid: OWNER shall pay the CONSULTANT an additional not-to-exceed amount of twenty-eight thousand, eight hundred and 00/100 dollars **(\$28,800.00)** for a new total sum under the Work Assignment of three hundred fifty-four thousand, seven hundred thirty and 00/100 dollars **(\$354,730.00)** for performance of the professional services specified in the Work Assignment, as amended, as described in Attachment "A".
4. Time for completion. CONSULTANT shall complete the professional design services specified in the Work Assignment, as amended, by June 25, 2020, and will provide construction phase services in accordance with the construction schedule to be determined by OWNER.
5. The terms and conditions of the June 23, 2015, Agreement shall remain in full force and effect until the completion of this Work Assignment, as amended.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Work Assignment No. 3 on the _____ sixth (6th) _____ day of _____ January _____, 2020.

CONSULTANT



Fawley Bryant Architects

CITY OF VENICE, FLORIDA

By: _____

Ron Feinsod, Mayor

ATTEST:

City Clerk

ATTACHMENT A

WTP BUILDING IMPROVEMENTS

SCOPE OF SERVICES

GENERAL PROJECT SCOPE

The general scope of work will be limited to Buildings A, B, C and High Service Pump (HSP) at the Water Treatment Plant and includes the exterior remodeling of each building to the architectural Venetian themed Northern Renaissance design as generally described in the City of Venice Architectural Guidelines, 2014 Edition. This work will be pitched roof additions and facade detail treatments in the Venetian architectural theme. The specific scope of the exterior building remodeling will generally include:

Roof Additions: Provide sloped roofs with barrel tile over the existing flat roofs of each building. Upon structural analysis of the existing load bearing capacity of the existing buildings, and their ability to accommodate any additional load of these new roofs, these new roofs may require new columns and beam supports, and /or the new pitched roofs may be mansard types.

Roof Equipment: Roof vents, HVAC equipment and other items, when required, will be relocated

Building Facade Improvements: Facade improvements will generally be cosmetic finishes and details including stucco re-finishes, cornices, freezes, window and door trim additions and other design features in the Venetian theme. Existing windows and doors will remain.

Building Signage: Design main raised-panel sign identifying Utility Administration.

Building Appurtenances: Existing lighting, security devices, entrance keypad devices and miscellaneous conduits will be relocated and reworked where possible to clean up the facade.

Hurricane Upgrades: Protection of the buildings will be limited to providing a removable panel system to each existing wall openings that is integrated into the facade improvements.

SCOPE OF WORK

TASK 5- CONTINUED CONSTRUCTION ADMINISTRATION SERVICES

The CONSULTANT shall provide limited construction phase inspection during completion of the improvements. The OWNER will provide part time inspection services. The CONSULTANT's services shall focus on confirming that the completed work complies with the requirements of the contract documents and the integrity of the design concepts are reflected in the finished work, potential Change Order and IFCA preparation, and Monthly Pay Application review.

Task - 5.1 Construction Site Visits

The CONSULTANT shall conduct up to six, 2-hour site inspections (based on 6-month construction duration) during the remodeling to confirm the work appears to be proceeding in accordance with the design. Upon substantial completion of the work, the CONSULTANT shall conduct an on-site inspection with the Contractor and City to confirm suitability of the work and to develop a punch list. Upon completion of the work, the CONSULTANT shall conduct a final inspection to confirm all of the necessary work has been completed and appears to have been made in accordance with the design. The CONSULTANT shall submit a report following each site visit to document the results of each inspection.

Task 5.2 - Shop Drawings Review / Respond to RFIs

The contractor will prepare shop drawings for the selected equipment and other components of the work as specified in the contract documents. These shop-drawing submittals will be reviewed by the CONSULTANT for compliance with the design concept and contract requirements. The CONSULTANT shall provide review, comment and approval to the Contractor.

The CONSULTANT shall also receive and respond to contractor Requests for Information (RFI) or request for clarification of the contract documents or design intent. The CONSULTANT shall interpret the meaning of the contract documents and will provide required clarifications or explanations of the design intent and requirements.

All shop drawings and/or Requests for Information requiring the CONSULTANT's engineering subconsultant's review, shall be approved to proceed according to the attached FEE FOR SERVICE matrix.

ASSUMPTIONS

The following were assumed as excluded as part of this scope of work:

- The building survey drawings are based on visual inspection only and did not include any destructive testing to confirm conditions. And these drawings were limited to the exterior building shell and did not include drawing the interior floor plans.
- No mechanical equipment (HVAC or plumbing) design replacement is included. The scope of work excludes the building interior, modifications/changes to existing doors and windows, or other site improvements. No HVAC equipment will be replaced. Existing lighting devices and exposed conduit will be replaced or relocated as the design improvement require. The CONSULTANT shall coordinate the location of security devices with system vendor.
- No site surveys are included.
- The OWNER or other designated representative shall provide part time inspection.
- The CONSULTANT shall provide field reports, and other documents, using standard AIA formatted templates.

Owner's Allowance

This Work Assignment includes an Owner's Allowance of \$12,000.00 for engineering review as needed and 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.

Proposed Implementation Schedule

Below is the proposed implementation schedule through design for the remodeling at the City of Venice Water Treatment Plant. The Notice to Proceed shall be the date of approval of this work assignment by the OWNER. The following schedule assumes that OWNER reviews will be completed in two weeks.

Proposed Implementation Schedule	
Deliverable or Activity	Target Completion After Notice to Proceed
Extended Construction administration Service	6 months

Circumstances for Additional Construction Administration Services

The CONSULTANT hereby notifies the OWNER of the need, and requests the OWNER's authorization to perform the following additional Construction Administration Services:

1. Civil Engineering was not obtained by the City of Venice, causing underground utility lines to remain unknown to the architect, engineers and building contractor.
2. Construction delays: 102 days (prior)
 - a) Associated with obtaining the permit – 43 days
 - b) Critical path delays – 59 days
 - c) Ground-breaking of Building B in October with underground exploration, RFIs to remedy underground utility and foundation conflicts
3. Construction Administration began early in order to process the contractor's 20+ RFI's and 25+ submittals prior to the bid negotiation phase being closed out
4. Consistent and ongoing underground exploration to locate utilities and other unknown entities on each building prior to ground-breaking caused delays to process the following:
 - a) Scheduling around the 24/7 operational Water Treatment Plant trucks for windows of time to complete explorations
 - b) Scheduling with outside vendors such as ground penetrating x-ray and excavation companies beyond the original construction contract
 - c) Preparing findings for architect and structural engineer
 - d) Meetings and collaboration between the contractor, architect and structural engineer to create the best economical solutions to accommodate the project
5. 100% of the design contingency was utilized early in the process for numerous design changes due to the underground discoveries.
6. The construction phases of each building were delayed by existing conditions and redesigns due to the underground discoveries.
7. As of the creation of this contract:
 - a) The underground issues have been discovered for buildings A, C and HPS and their construction is nearing completion.
 - b) The ground breaking for Building B occurred in October, at the request of the City of Venice to delay to or toward the end of Hurricane season.
 - c) Building B's underground exploration and structural modification drawings are nearly complete enabling the builder to proceed with construction

Proposed Fee

The above scope of services will be completed for a not to exceed fee of \$28,800 including labor and expenses based on an hourly rate not to exceed basis, as detailed as described in the fee schedule below and in accordance with the As-Needed Professional Services Agreement. Invoicing will be prepared in accordance with the requirements of this agreement.

Additional Construction Administration Fee Schedule

1. Original contract's Construction Administration is scheduled to be complete:
 - November 2019
2. Additional Architectural construction Administration, Basic Services rate:
 - \$2,800.00 per month
3. Additional services start date:
 - December 2019
4. Current construction projection completion date:
 - May 2020 as provided by the contractor
5. Basic Architectural Construction Additional service contract duration
 - Up to 6 months
6. Additional Construction Administration Fees
 - Up to \$16,800.00 for Architectural Construction Administration tasks
 - Up to \$12,000.00 for Engineering and unforeseen tasks shall be on an as needed basis, accordingly to the following fees:
 - a) Structural Engineering Services
 - \$175 Review and response per RFI
 - \$575 Review and response per shop drawing
 - \$690 Design Changes including travel time
 - \$575 / Site Visit per person including travel time
 - b) Mechanical, Electrical, Plumbing, Fire Engineering Services
 - \$250 Review and response per RFI
 - \$250 Review and response per shop drawing
 - \$500 Design Changes including travel time
 - \$390 / Site Visit per person including travel time
7. If construction is able to be completed prior to this proposed completion date, the fee will be prorated to reflect this reduction
8. If the construction schedule is increased, the City of Venice may request a new additional service contract or extend this contract in writing.
9. All design changes, revisions, and details requiring additional drawings shall be approved by owner.