

**FIRST AMENDMENT TO AGREEMENT NO. 2018-56 FOR PROFESSIONAL ENGINEERING SERVICES
FOR WATER TRANSMISSION MAIN FROM MYAKKAHATCHEE CREEK WATER TREATMENT PLANT
TO ORTIZ BOULEVARD**

THIS FIRST AMENDMENT (the "Amended Agreement") to Agreement No.: 2018-56 for Professional Engineering Services for Water Transmission Main from Myakkahtatchee Creek Water Treatment Plant to Ortiz Boulevard is made and entered into by and between the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina Corporation registered to conduct business in the State of Florida, located at 1777 Main Street, Suite 200, Sarasota, Florida 34236, hereinafter referred to as "CONSULTANT."

WHEREAS, on September 25, 2018, the parties entered into Agreement No. 2018-56 for Professional Engineering Services for Water Transmission Main from Myakkahtatchee Creek Water Treatment Plant to Ortiz Boulevard (the "Original Agreement"); and

WHEREAS, in order to expand the transmission capacity of North Port Utilities ("NPU"), the CITY established a multi-year project to increase the size of the water main from Myakkahtatchee Creek Water Treatment Plant ("MCWTP") to Ortiz Boulevard; and

WHEREAS, the CITY constructed a 16-inch water main from the MCWTP south along North Port Boulevard to south of the bridge (back entrance of Winn Dixie), and a 16-inch water main from Eager Street to Grobe Street; and

WHEREAS, this Amended Agreement includes the remaining portions of the 16-inch water main multi-year project which consists of approximately 6,200 linear feet ("LF") from the bridge on North Port Boulevard to Eager Street, and approximately 3,000 LF from Grobe Street to Ortiz Boulevard; and

WHEREAS, CONSULTANT has completed design engineering services for the total 9,200 LF of proposed 16-inch water main under the Original Agreement; and has provided limited construction phase services for the services provided under this Amended Agreement; and

WHEREAS, the parties mutually desire to amend the Original Agreement to include construction phase services required to complete the MCWTP to Ortiz Boulevard water main project; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Amended Agreement, all of which are incorporated by reference as if set forth fully herein. The effect of this Amended Agreement is to the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.

- B. This Amended Agreement is effective as of the date the last party signs it as identified below (the "Effective Date"), and shall continue through completion of the project or as otherwise provided in the Original Agreement.

2. ORIGINAL AGREEMENT SECTION 1 – CONSULTANT’S SERVICES

Section 1 of the Original Agreement is amended in its entirety as follows:

- A. CONSULTANT agrees to diligently and timely perform services for the CITY relating to Professional Engineering Services as identified in the Request for Proposal No. 2018-56 and CONSULTANT’S proposal submitted June 11, 2018. The parties agree that Consultant has performed Tasks 1 through 9 in the original Scope of Services identified in Exhibit A to the Original Agreement.
- B. The amended scope of services is described in the Amended Exhibit A, with detailed tasks and associated fees described in the Amended Exhibit B, and a proposed schedule and timeframes in the Amended Exhibit C, all of which are attached hereto and incorporated as if set forth fully herein.
- C. Following the Effective Date of this Amended Agreement, the CONSULTANT will commence work on the project within a mutually agreed upon time following CONSULTANT’S receipt of a written Notice to Proceed from the CITY’S Purchasing office.
- D. The Project construction is estimated to be completed within 13 months of the Effective Date of this Amended Agreement.

3. ORIGINAL AGREEMENT SECTION 2.A.1. – COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES

Section 2.A.1. of the Original Agreement is amended in its entirety as follows:

The parties agree that the CITY has compensated CONSULTANT for all services performed to date under the Original Agreement. The CITY shall pay CONSULTANT additional compensation for its services as provided in the Amended Exhibit B. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Amended Agreement.

4. NEW SECTION 23 – NONDISCRIMINATION

Section 23 is hereby added to this Amended Agreement and reads as follows:

The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The CONSULTANT shall not administer this Amended Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual’s race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

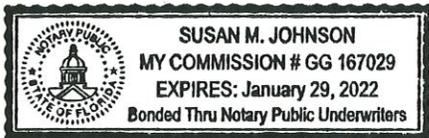
IN WITNESS WHEREOF, the parties executed this Amendment as of the date last identified below.

CONSULTANT, KIMLEY-HORN AND ASSOCIATES, INC.

By: *Gary J. Nadeau*
Gary J. Nadeau
Vice President

STATE OF Florida
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 15th day of Sept, 2020, by *Gary J. Nadeau*.



Susan M. Johnson
Notary Public - State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____

Approved by the City of North Port City Commission on the ____ day of _____ 2020.

CITY OF NORTH PORT, FLORIDA

By: _____
Peter D. Lear, CPA, CGMA, City Manager

ATTEST

Heather Taylor, CMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton
City Attorney

AMENDED EXHIBIT A – SCOPE OF SERVICES

SCOPE OF SERVICES

This scope of services includes the tasks further described herein:

TASK 1: CONSTRUCTION PHASE SERVICES

- A. Pre-Construction Meeting - The Consultant must attend one (1) pre-construction conference with the Contractor and NPU staff prior to commencement of the work.
- B. Submittal Review –
 - 1. The Consultant must review and provide written response to Shop Drawings and other data which the Contractor is required to submit for conformance with the NPU standards and information provided in the Contract Documents. The Consultant’s review shall be for general conformity to the Contract Documents and shall not relieve the Contractor of any of their contractual responsibilities.
 - 2. The Consultant must determine the acceptability, subject to NPU approval, of material substitutions proposed by the Contractor and provide a written recommendation to NPU. The Consultant’s review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
 - 3. The Consultant must review a submittal/resubmittal a maximum of one (1) time. This scope of services includes up to 41 submittals.
- C. Requests for Information (RFIs) - The Consultant must respond to requests for information from the Contractor. Requests for information must be in writing and the Consultant must review and provide a written response to the RFIs. The Consultant must provide a draft RFI response to NPU prior to issuing a written response to the Contractor. NPU is responsible for authorizing variations from the Contract Documents. This scope of services includes up to three (3) RFIs.
- D. Change Orders - NPU is responsible for preparing and issuing Change Orders initiated by the Contractor. The Consultant must review and make recommendations to NPU related to the Change Orders. The Consultant is not responsible for reviewing Requests for Proposals or Field Orders submitted by NPU, for tracking Change Orders, or for issuing responses to Change Orders. This scope of services includes up to four (4) Change Orders.
- E. Construction Progress Meetings - The Consultant must attend construction progress meetings as needed for the project’s construction duration. The scheduled progress meetings will be administered by NPU, with the Contractor and Consultant. Consultant must prepare the meeting agenda, record minutes, and distribute copies of the minutes after the meeting. This scope of services includes up to three (3) progress meetings.
- F. Construction Coordination Calls - The Consultant must schedule and administer construction coordination calls between the Consultant and NPU each month for the project’s construction duration. This scope of services includes up to three (3) coordination calls.

G. Site Visits –

1. The Consultant must provide on-site construction observation services for the duration of the construction project. The construction duration is anticipated to be 13 months, and the Consultant must visit the site a maximum of three (3) times to observe the construction progress for various reasons. Such observations will not be exhaustive or extend to every aspect of the Contractor's work. Observations are limited to spot checking, selective measurement, and similar methods of general observations of the work based on the Consultant's professional judgement.
 2. The following reason is included for visiting the site and is included in this scope of services. Hydrostatic Testing for Partial Certifications - The Consultant must attend and witness hydrostatic pressure tests performed by the Contractor for compliance with permit conditions and additional requirements detailed in the Contract Documents. The Consultant must generate a hydrostatic pressure test report for each test witnessed and provide copies to NPU. This scope of services includes up to three (3) Partial Certifications.
 3. The Consultant must not, during such visits or as a result of the observation of the Contractor's work in progress, supervise, direct or have control over the Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to construction furnishings or work performance. The Consultant does not guarantee the performance of any Contractor nor assumes responsibility for any Contractors failure to furnish and perform its work in accordance with the Contract Documents.
- H. Certification - The Consultant must prepare the forms and compile the supporting documentation provided by the Contractor to request final certificate of completion for permits. The documents must be submitted to NPU for review and signature prior to final submittal to the following regulatory agencies: ACOE, FDEP, and FDEP/FDOH. The Consultant must prepare up to three (3) Partial Certifications for approval by FDEP/FDOH.
- I. Substantial Completion – After receiving notice from the Contractor indicating the Work is ready for its intended use, the Consultant must participate in a site visit for the substantial completion inspection with NPU Inspector and the Contractor to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory installation and operation of the work items except for those identified in the final punch list, based on Contract Documents. The Consultant must prepare an initial punch-list of items requiring completion or correction. The Consultant must submit a draft punch-list to NPU for approval prior to issuing to the Contractor. This scope of services includes one (1) site-visit and punch-list.
- J. Final Completion - After acceptable completion of the final walk-through by NPU's Inspector, the Consultant must provide NPU with a written notice that the Work is generally in accordance with the Contract Documents to the best of the Consultant's knowledge and belief based on the extent of the services and information provided to the Consultant. This scope of services includes one (1) written notice of acceptable completion following the Inspector's final walk-through.
- K. Record Drawings - Consultant must review redline markups of the construction drawings maintained by the Contractor. The Consultant must prepare final record drawings and incorporate

the Contractor's redlined as-built data into the plan view of the proposed construction drawings. Profile adjustments will not be included as part of the record drawing preparations.

1. The Consultant must submit a draft of the final record drawings to NPU prior to project close-out for review and comment. Draft final record drawings must consist of one (1) half size (11"x17") hard copy and one (1) electronic copy in PDF.
2. The Consultant must incorporate comments from NPU into final record drawings. The Consultant must submit final record drawings to NPU, consisting of one (1) full size (22"x34") hard copy, one (1) half size (11"x17") hard copy, and one (1) electronic copy on a thumb drive in AutoCAD 2018 and PDF.

METHOD OF COMPENSATION

The Consultant must perform these services for the total lump sum fee of **\$56,040.00**, inclusive of expenses. Invoices must be billed on a percent complete basis per task.

CITY RESPONSIBILITIES

The City is responsible for the following:

- A. The City will assign a Project Manager to serve as the primary point of contact for the Consultant during the Project. This Project Manager must have complete authority to transmit instructions, receive information, interpret and define NPUs policies and decisions with respect to materials, equipment, elements and system pertinent to the systems covered in this Agreement.
- B. Distribute Contract Documents.
- C. Furnish and make available all provisions for the Consultant to enter upon public or private property as required for the Consultant to perform services under this Agreement.
- D. Permit fees will be paid by the City.
- E. The City must provide a full-time inspector dedicated to the Project. The inspector must become fully familiar with the Agreement documents, both plans and specifications, and must inspect and ensure the Contractor bills the project in full conformance to the plans and specifications. Inspector must keep separate redline construction drawings, documenting daily quantities and changes to plans. The inspector must ensure the Contractor maintains accurate redline construction drawings throughout the entire construction duration. Inspector must review the Contractor's final as-built drawings for approval prior to submittal to the Consultant for preparation of Record Drawings.

AMENDED EXHIBIT B – FEE SCHEDULE

FIRST AMENDMENT TO AGREEMENT NO. 2018-56		
FEE SCHEDULE		
TASK	LUMP SUM SERVICES	FEE APPORTIONMENT
1	CONSTRUCTION PHASE SERVICES	\$56,040
TOTAL FEE		\$56,040

AMENDED EXHIBIT C – PROJECT SCHEDULE

FIRST AMENDMENT TO AGREEMENT NO. 2018-56		
PROJECT SCHEDULE		
TASK	SERVICES	DURATION (CALENDAR DAYS)
1	CONSTRUCTION PHASE SERVICES	455
	TOTAL DAYS	455