



# CITY OF NORTH PORT



## CONTRACT/AGREEMENT AMENDMENT FORM

**Amendment No.:** 1

**City's Contract No./ Agreement No.:** 2018-56

**Commission Meeting Date:** 10/13/2020

**Purchase Order No.:** 47876

**Project Name:** Water Transmission Main from Myakkahatchee Creek WTP to Ortiz Boulevard

**Originating Department/Division:** Utilities/Water

**Point of Contact/Project Manager:** Jennifer Fehrs, P.E.

**Contractor:** Kimley-Horn and Associates, Inc.

**Amendment required as a result of:**

**Changed/Unforeseen Conditions**

**Errors and Omissions**

**Change in Scope**

**Time Extension/Deletion**

**Change in Price (+/-)**

**Owner's Request**

**Please complete the following sections, and attach additional pages as necessary:**

**Explanation of Request (What is changing? Include effect on completion time):**

Additional consulting services are required for the construction phase of the Myakkahatchee Creek WTP to Ortiz Blvd. project, including: participation in one pre-construction meeting; submittal review which includes written responses to for up to forty-one Contractor submittals (shop drawings); response to up to three requests for information (RFIs); review and recommendations to NPU for up to four Change Orders; participation in up to three construction progress meetings, scheduling and administration of monthly construction coordination calls; up to three site visits for general observation and witness of hydrostatic testing for partial certifications;; substantial completion inspection including preparation of a draft punch-list; preparation and submission of forms and supporting documentation to request final certificate of completion for permits to ACOE, FDEP and FDEP/FDOH and review of redline markups of construction drawings and preparation of final record drawings.

**Reason for Amendment (Why is it changing?):**

The scope of services of Contract 2018-56 includes design, permitting, and bid phase services for the MCWTP to Ortiz Blvd Water Main Project but does not include the necessary construction phase services that are needed to complete the project. The project was originally planned as three-year construction project with three construction contracts. Construction phase services were to be procured for each phase of the project and thus were not included in the initial contract with the consultant. For logistical purposes, construction cost savings, and continuity of the project it was decided that the project would be constructed in a single phase and construction phase services are now needed.

**Attachments (list documents supporting change):**

- 1. Amendment No. 1 Scope and Fee Schedule

Please fill in the information below as applicable. You must double-click the chart to open in Excel before entering data.		
Account Number	Project Number	Amount
423-6061-533.63-00	U18WT2	56,040.00

CHANGE IN CONTRACT PRICE		CONTINGENCY FUNDS	
Please fill in the information below as applicable. <b>You must double-click the chart to open in Excel before entering data.</b>			
Original Contract Amount:	\$338,650.00	Use of Contingency Funds? (Yes or No)	No
Last Approved Amendment #	0	Original Contingency Amount:	\$0.00
Last Approved Change Order #	0		
Prior Approved Amount: Amendments	\$0.00	Approved Use of Contingency Amount:	\$0.00
Prior Approved Amount: Change Orders	\$0.00		
Current Contract Price:	\$338,650.00	This (Decrease)/Increase:	\$0.00
This Change Add/(Deduct):	\$56,040.00		
Total Contract Amount w/ this change (pending approval):	\$394,690.00	Contingency Balance w/ this change approved:	\$0.00

CHANGE IN CONTRACT TIME				
Please fill in the Initial & Final Dates of the Original Contract, and the Difference (days) for each subsequent amendment (the date will auto-fill for the amendment). Then fill in the corresponding Action and Basic Description. <b>You must double-click the chart to open in Excel before entering data.</b> There are extra rows hidden, and extra rows may be added if necessary.				
Initial Date	Final Date	Difference (days)*	Action	Basic Description
9/25/18	10/13/20	749 days	Original	Initial Execution
10/14/20	1/11/22	455 days	Amendment No. 1	Construction Phase Services
Total		1204 days		
* Calendar days (not working days)				

**RECOMMENDED:** Digitally signed by Gary J Nadeau  
Date: 2020.09.15 15:47:00-04'00'

By: \_\_\_\_\_  
Contractor Date

By: Jennifer Fehrs Digitally signed by Jennifer Fehrs  
Date: 2020.08.27 08:55:09 -04'00'  
City POC/Project Manager Date

**APPROVED:**

By: Richard Newkirk Digitally signed by Richard Newkirk  
Date: 2020.09.16 06:43:28 -04'00'  
Department Director Date

By: Ginny Duyn Digitally signed by Ginny Duyn  
Date: 2020.09.17 11:39:15 -04'00'  
Purchasing Date

By: \_\_\_\_\_  
Assistant City Manager Date

By: \_\_\_\_\_  
City Clerk Date

By: \_\_\_\_\_  
Budget Administrator Date

By: \_\_\_\_\_  
Finance Director Date

By: \_\_\_\_\_  
City Manager Date

By: \_\_\_\_\_  
City Attorney Date

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**THE CITY OF NORTH PORT**  
**MYAKKAHATCHEE CREEK WATER TREATMENT PLANT TO ORTIZ BOULEVARD**  
**WATER TRANSMISSION MAIN PROJECT**  
**CONTRACT AMENDMENT NO. 1**

**PROJECT DESCRIPTION**

In order to expand its transmission capacity, North Port Utilities (NPU) established a multi-year project to increase the size of the water main from Myakkahatchee Creek Water Treatment Plant (MCWTP) to Ortiz Boulevard. NPU constructed a 16-inch water main from the MCWTP south along North Port Boulevard to south of the bridge (back entrance of Winn Dixie). NPU also constructed a 16-inch water main from Eager Street to Grobe Street.

The Project 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. Kimley-Horn (Consultant) previously completed design engineering services for the total 9,200 LF of proposed 16-inch water main (City of North Port Agreement No. 2018-56). NPU has required the Consultant provide limited construction phase services for the aforementioned project. The Project construction is estimated to be completed within 13 months.

**SCOPE OF SERVICES**

This scope of services includes the following:

**TASK 1: CONSTRUCTION PHASE SERVICES**

- A. Pre-Construction Meeting - The Consultant will attend one (1) pre-construction conference with the Contractor and NPU staff prior to commencement of the work.
- B. Submittal Review - The Consultant will 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.

The Consultant will 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.

The Consultant will 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 will respond to requests for information from the Contractor. Requests for information shall be in writing and the Consultant will review and provide a written response to the RFIs. The Consultant will 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 will be responsible for preparing and issuing Change Orders initiated by the Contractor. The Consultant will 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 will 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 shall 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 will 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 - The Consultant will provide on-site construction observation services for the duration of the construction. The construction duration is anticipated to be 13 months, and the Consultant will 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 will be limited to spot checking, selective measurement, and similar methods of general observations of the work based on the Consultant's professional judgement. The following reason is included for visiting the site and are included in this scope of services.
  - 1. Hydrostatic Testing for Partial Certifications - The Consultant will 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 will 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.

The Consultant shall 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 Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- H. Certification - The Consultant will prepare the forms and compile the supporting documentation, provided by the Contractor, to request final certificate of completion for permits. The documents will be submitted for NPU review and signature prior to final submittal to the following regulatory agencies: ACOE, FDEP, and FDEP/FDOH. The Consultant will 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 will 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 will prepare an initial punch-list of items requiring completion or correction. The Consultant will 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 will 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 will review redline markups of the construction drawings maintained by the Contractor. The Consultant will 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 will submit a draft of the final record drawings to NPU prior to project close-out for review and comment. Draft final record drawings will consist of one (1) half size (11"x17") hard copy and one (1) electronic copy in PDF.
  - 2. The Consultant will incorporate comments from NPU into final record drawings. The Consultant will 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 will perform these services for the total lump sum fee of \$56,040, inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

AGREEMENT NO. 2018-56, CHANGE ORDER 1		
FEE SCHEDULE		
TASK	LUMP SUM SERVICES	FEE APPORTIONMENT
1	CONSTRUCTION PHASE SERVICES	\$56,040
<b>TOTAL FEE</b>		<b>\$56,040</b>

### NPU RESPONSIBILITIES

NPU will be responsible for the following:

- A. Assign a Project Manager who will serve as the primary point of contact for the Consultant during the Project. This Project Manager shall 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 NPU.
- E. NPU shall provide a full-time inspector dedicated to the Project. The inspector shall become fully familiar with contract documents both plans and specifications and shall inspect and ensure the Contractor bills the project in full conformance to the plans and specifications. Inspector shall keep separate redline construction drawings, documenting daily quantities and changes to plans. The inspector shall ensure the Contractor maintains accurate redline construction drawings throughout the entire construction duration. Inspector shall review the Contractor's final as-built drawings for approval prior to submittal to the Consultant for preparation of Record Drawings.

**EXHIBIT A – PROJECT SCHEDULE**

AGREEMENT NO. 2018-56, CHANGE ORDER 1		
PROJECT SCHEDULE		
<b>TASK</b>	<b>SERVICES</b>	<b>DURATION (CALENDAR DAYS)</b>
1	CONSTRUCTION PHASE SERVICES	455
<b>TOTAL DAYS</b>		455

**PROJECT WORK PLAN PERSON-HOUR ESTIMATE**

Project Name: CNP Myakkahatchee WM Construction Phase Services

Project Number: NA

Date Prepared: 8/25/2020

Estimated By: Madeline Kender

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)							Total
		Principal \$ 220.00	Senior Prof \$ 200.00	Prof \$ 170.00	Project Engineer \$ 140.00	Analyst \$ 120.00	Designer \$ 115.00	Support Staff \$ 70.00	
<b>1.0</b>	<b>CONSTRUCTION PHASE SERVICES</b>								
<b>A</b>	Pre-Construction Meeting			2.0	2.0				4.0
<b>B</b>	Submittal Review		4.0	22.0	65.0	62.0		41.0	194.0
<b>C</b>	Requests for Information (RFIs)		2.0	2.0	6.0	6.0			16.0
<b>D</b>	Change Orders		2.0	4.0	12.0	4.0			22.0
<b>E</b>	Construction Progress Meetings		4.0	5.0	9.0				18.0
<b>F</b>	Construction Coordination Calls		4.0	4.0	6.0				14.0
<b>G</b>	Site Visits			8.0	12.0				20.0
<b>H</b>	Certification		2.0	4.0	18.0	7.5		2.0	33.5
<b>I</b>	Substantial Completion		2.0	4.0	8.0	2.0			16.0
<b>J</b>	Final Completion		1.0	4.0	2.0	2.0			9.0
<b>K</b>	Record Drawings		1.0	4.0	8.0	0.0	60.0	4.0	77.0
	<b>Subtotal (Hours)</b>	<b>0.0</b>	<b>22.0</b>	<b>63.0</b>	<b>148.0</b>	<b>83.5</b>	<b>60.0</b>	<b>47.0</b>	<b>423.5</b>
	<b>Total (Hours)</b>	<b>0.0</b>	<b>22.0</b>	<b>63.0</b>	<b>148.0</b>	<b>83.5</b>	<b>60.0</b>	<b>47.0</b>	<b>423.5</b>
	<b>Total (Fees)</b>	<b>\$ -</b>	<b>\$ 4,400</b>	<b>\$ 10,710</b>	<b>\$ 20,720</b>	<b>\$ 10,020</b>	<b>\$ 6,900</b>	<b>\$ 3,290</b>	<b>\$ 56,040.00</b>