



CITY OF NORTH PORT



CHANGE ORDER/CONTRACT AMENDMENT FORM

Change Order/Amendment No.: 4

Date Submitted: May 11, 2017

City's Contract No.: 2011-08

Project Manager: S Pfundheller/D Applegate

Project Name: Butler Park Aquatic Center

Originating Department: General Services

Contractor: Kimely Horn and Associates, Inc.

Change required due to:

- | | | |
|--|---|---|
| <input type="checkbox"/> Changed/Unforeseen Conditions | <input type="checkbox"/> Errors and Omissions | <input checked="" type="checkbox"/> Change in Scope |
| <input type="checkbox"/> Time Extension/Deletion | <input type="checkbox"/> Change in Price | |

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

At the direction of the City, the Consultant presented a concept to the City Commission during a workshop on March 29, 2017 for a 50M competitive pool with bulkheads, lazy river, support buildings (bath house, office, concessions, and pool mechanical) with pool heaters, lighting, fencing, shade and concreted pool deck for staging and spectator seating. Additional features included a children's pool, water slides, or other spray features.

Reason for Change Order (Why is it changing?):

Based on current market conditions and public trends, the conclusions of the workshop were that the needs of the City had changed requiring a more balanced aquatic facility to serve multi-generational programming. Therefore, the City Commission directed City staff to work with the Consultant to develop a new concept and to present it at the Commission workshop on May 22, 2017.

Attachments (list documents supporting change):

2011-08 - Kimley Horn and Associates Agreement; Amendment #1; Amendment #2; Amendment #3

CHANGE IN CONTRACT PRICE				CHANGE IN CONTRACT TIME	
Original Contract Amount:	\$400,000			Original Contract Time (days):	
Previous Amendment/Change Orders:	# 1	to # 3		Approved Additions/Deductions of time:	
Approved Amount: Amendments/Change Orders	Amend CO	\$51,800		Current Contract Time: (y-t-d before this request)	
Current Contract Price:	\$451,800			This request: Add/(Deduct) contract time	730 days
This Change Add/(Deduct):	\$550,000			If approved: Total Contract Time (y-t-d with this request):	
Total Contract Amount w/this change (pending approval):	\$1,001,800			Contract Start Date:	5/22/17
				Original Completion Date:	
				Revised Completion Date:	5/22/19

CONTINGENCY FUNDS	
Use of Contingency Funds?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Original Contingency Amount:	
Approved Use of Contingency Amount:	
Increase/(Decrease):	
Contingency Balance:	


RECOMMENDED:

By: Contractor signed Attachment
Contractor Date

RECOMMENDED:

By:  5-11-17
City Project Manager Date

APPROVED:

By:  5/11/17
Department Director Date

APPROVED:

By: _____
Purchasing Manager Date

APPROVED:

By: _____
Finance Director Date

APPROVED:

By: _____
City Manager Date

APPROVED:

By: _____
City Clerk Date

APPROVED:

By: _____
City Attorney Date



May 22, 2017

Ms. Cheryl Greiner
Management Analyst
City of North Port, Florida
4970 City Hall Boulevard
North Port, FL 34286

Via Email: cgreiner@cityofnorthport.com

RE: *Butler Park Pool Additional Services - Amendment # 4*

Kimley-Horn and Associates, Inc. ("Consultant") is pleased to submit this amendment to the City of North Port, Florida ("City") for revisions and supplemental professional services as follows:

PROJECT UNDERSTANDING

The Consultant understands that the City intends to modify the design of the Butler Park Pool Construction Documents dated April 2012.

At the direction of the City, the Consultant presented a concept to the City Commission during a workshop on March 29, 2017 for a 50M Competitive Pool w/ Bulkheads, Lazy River, Support Buildings (Bath House, Office, Concessions, and Pool Mechanical) with Pool Heaters, Lighting, Fencing, Shade, and Concrete Pool Deck for Staging and Spectator Seating. Additional features included a Children's Pool, Water Slides, or other Spray Features.

Based on current market conditions and public trends, the conclusions of the workshop were that the needs of the City had changed requiring a more balanced aquatic facility to serve multi-generational programming.

Therefore, the City Commission directed City staff to work with the Consultant to develop a new concept and to present it at an additional workshop on May 22, 2017.

Based on City Commission approval of the revised concept on May 22, 2017, the City authorized the Consultant to modify the Butler Park Pool Construction Documents dated April 2012 as follows:

PROJECT SCHEDULE

May 22, 2017	Authorization to Proceed with Amendment #4
September 15, 2017	Submit 90-95% Modified Plans for Permit Review
November 15, 2017	95% Modified Plans and Permitting Complete
December 15, 2017	100% Modified Construction Documents Complete
January 15, 2018	Advertise for Bids
March 15, 2018	Award Contract
April 15, 2018	Begin Construction
March 15, 2019	Substantial Completion / Final Punch List
April 15, 2019	Punch List Complete / Staff Training and Start Up
May 15, 2019	Open to Public

SCOPE OF WORK**Task I – Modify Construction Documents**

Based upon the topographic survey and geo-technical report prepared for the Project, the Consultant will proceed with modifying the Construction Documents as set forth below:

- A) Preparation of final modified construction plans and specifications for the architecture, pools, MEP/HVAC, structural, and site development.
- B) Provide an opinion of probable cost based upon the 100% construction documents.

Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to

opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

- C) Provide modified final specifications and details on finishes equipment, lighting, outlets, pool water supply and waste, structural design, and site utilities.
- D) Meet with City representatives to present the 90-95% construction documents and incorporate any changes and comments determined by consensus at the meeting with City representatives
- E) Submit the modified construction plans and specifications for pool permitting review and incorporate any changes and comments determined by consensus during the pool permitting review.
- E) Finalize the 100% construction documents to reflect changes and comments determined by consensus at meeting with City representatives and during pool permitting review.

Items to be included in the modified construction documents set are:

- 1) Site development Plans (removal items, layout, grading, storm sewer and drainage tie-ins, water and gravity sanitary sewer tie-ins, lighting, power distribution, erosion control, paving, and details.)
- 2) Filtration Building Plans with floor plans, elevations, section, details, HVAC, plumbing, electrical, finishes, and structural).
- 3) Pool Plans with layout, details, pressure piping, return piping, filters, pumps, controls, details, and structural.
- 5) Project manual consisting of technical specifications and the City's front-end master contract documents.

Meetings: Three (3) Kimley-Horn, One (1) Architect, Three (3) Pool Engineer

Deliverables: Prints and PDF Copies As Required for City and Permit Review

Task 2 Bidding Phase Services

The Consultant will provide Bidding Phase Services as follows:

- A) Prepare the advertisement for bids and bid documents.
- B) Assistance with pre-qualification of pool contractors and general contractors.
- C) Answer questions from Bidders and prepare addenda as necessary.
- D) Assist the City as required in opening bids.
- E) Provide bid tabulations and Letter of Recommendation. (A summary of the bid analysis will be provided to the City for use in selection and award of the construction contract.)
- F) If necessary, assist the City in negotiations with the low bidder and/or modify and rebid the project one time if required due to bring the project within budget compliance.

Meetings: One (1) Kimley-Horn

Task 3 Construction Phase Services

The Consultant will provide Construction Phase Services for the project as requested by the City, as outlined below. Please note these services do not provide a full-time resident project representative:

- A) Provide site observation visits as requested by the City. Site observation visits shall be provided for the purpose of ascertaining for the City that the work is in general conformance with the contract documents and design intent.
 - 1. Should non-conforming or defective work be observed, the Consultant will endeavor to promptly inform the City's representative and Contractor conforming or remedial action is required.
 - 2. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work of its contractors will generally conform

to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

3. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The City agrees that each contract with any Contractor shall state that the Contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the City and the Consultant for all claims and liability arising out of job site accidents; and that the City and the Consultant shall be made additional insureds under the Contractor's general liability insurance policy.

- B) Conduct coordination meetings with contractors, inspection personnel, and City representatives to discuss strategy, problem areas, progress, and any required or requested coordination. Prepare a summary of these meetings and distribute them to both the City and the Contractor (maximum of twelve (12) meetings total to be conducted in conjunction with a site observation visit.)
- C) Review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and construction documents. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such 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.
- D) Provide written responses to requests for information or clarifications. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the City.
- E) Prepare and process change orders, if required. Consultant may recommend Change Orders to City, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

- F) Review monthly pay requests by the Contractor. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to City, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Project beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.
- G) Assist the City in conducting substantial completion and final completion observations. Consultant will, promptly after notice from Contractor that it considers the entire Project ready for its intended use, in company with City and Contractor, conduct a site visit to determine if the Project is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of City, Consultant considers the Work substantially complete, Consultant will notify City and Contractor.
- H) Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Project of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Project is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- I) Review of Contractor furnished As-Built / Record Drawing Plans.

**Meetings: Twelve (12) Kimley-Horn, Three (3) Pool Engineer,
One (1) MEP/HVAC Engineer, Three (3) Architect**

COMPENSATION

The Consultant will perform the above scope of work in the amount of \$550,000 lump sum as follows:

Task 1 – Modify Construction Documents	\$412,500
Kimley-Horn and Associates, Inc.	\$187,500
Counsilman-Hunsaker	\$112,500
Wannemacher-Jenson Architects	\$112,500
Task 2 – Bidding Phase Services	\$27,500
Task 3 – Construction Phase Services	<u>\$110,000</u>
Total Fees Task 1 – 3	\$550,000
 Total Additional Compensation for Amendment #4	 \$550,000

CLOSURE

If you concur with the foregoing, please print and execute two (2) copies of this agreement in the spaces provided below, retain one copy, and return the other copy to us. Fees and times stated in this agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me at (214) 420-5625 or mark.hatchel@kimley-horn.com should you have any questions or need any additional information.

Sincerely,



Mark C. Hatchel, PLA, ASLA
Vice President and Senior Project Manager



Eric Z. Smith
Assistant Secretary

By signing below, the City acknowledges and agrees to the additional services amount of \$550,000 lump sum as Amendment #4 and that the original terms and conditions of the original engineering services agreement signed by the City on June 13, 2011 are incorporated by reference.

Agreed to this _____ day of _____ 2017.

City of North Port, Florida

By: _____

Linda Yates - Mayor