

**AMENDMENT NUMBER 4 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 4 DATED July 7, 2016 to the agreement between City of New Port Richey, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated December 30, 2014 ("the Agreement") concerning Frances Avenue Park Restroom (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CONSULTANT:

THE CITY OF NEW PORT RICHEY

KIMLEY-HORN AND ASSOCIATES, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: VICE PRESIDENT / ASST SECRETARY

Date: \_\_\_\_\_

Date: 7/7/2016

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Consultant shall perform the following Additional Services:

**Project Understanding**

The City of New Port Richey is currently proposing a new restroom building at Frances Park. The following assumptions have been made within this proposal:

- In addition to the new building, the client is proposing to provide a code compliant sidewalk to the restroom.
- The following scope assumes the proposed restroom will be within the existing restroom footprint.
- It is assumed that the proposed restroom will have the same or less fixtures than the existing, therefore, existing water and sewer servicing the existing restroom building are assumed to be of adequate size for the proposed restroom.
- Physical evaluation of existing utilities are not included in this scope.
- Construction Admin will be performed by city staff.
- The electrical power feed shall be left in place.

Based on the above information, we have prepared the following Scope of Services:

**Scope of Services**

**TASK 1 – TEAM MEETINGS AND COORDINATION**

This task consists of the following meetings and coordination efforts:

- Kimley-Horn will coordinate with the Architect and City to develop the site layout. This task consists of one (1) one hour in-person meeting with the City and Architect to discuss site layout;
- As part of this task Kimley-Horn will coordinate with the surveyor and review the boundary and topographic survey. Kimley-Horn will use this survey as the base for proposed improvements;

**TASK 3 – SITE CONSTRUCTION DOCUMENTS**

This task consists of effort by Kimley-Horn to prepare the following Civil Construction Plans in accordance with the City of New Port Richey Land Development Code and City Regulations based on Architectural Backgrounds provided.

- Cover Sheet;
- General Notes;
- Demolition Plan;
- Site Plan/Utility Plan, and Details;
- Grading and Drainage Plan;
- Code minimum Landscape and Irrigation Design and Details (limited to areas being disturbed)

**TASK 4 – PERMITTING**

This task consists of the preparation and submission of permit applications with supporting documentation and coordination, as required for the Client’s contractor to commence land development construction activities. The following list of permits is anticipated in order for the Client’s contractor to commence land development construction activities:

- City of New Port Richey Site Plan Review
- Southwest Florida Water Management District (Exemption, if permit is needed an amendment to this contract for additional services will be needed)

Responding to requests for additional information beyond what is normal and customary, and responding to permitting issues beyond our control are outside of this scope of services and will be provided, as needed, as an Additional Service only after prior written authorization by Owner. Efforts to respond to issues raised during the permitting process, which cannot currently be anticipated, shall be considered Additional Services.

**TASK 5 – CONSTRUCTION PHASE SERVICES**

Kimley-Horn will provide the following limited construction phase services:

- Assist in Bid Phase Services (estimated 8 hours)

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- Shop Drawings and Samples. Kimley-Horn 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 (estimated 8 hours).
- Review of 'as-built' documents as required by City and SWFWMD, submitted by Contractor, and assist with obtaining final inspections and Certifications of Completion, as required for approval of the project (estimated 8 hours).
- Submit Certifications of Completion as required to appropriate agencies (estimated 10 hours including site visit).

If the Consultant provides construction phase services, 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 shall be for the purpose of endeavoring to provide the Client 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 their work in accordance with the contract documents.

#### **TASK 6 – ARCHITECTURAL SUBCONSULTANT SERVICES**

This task consists of the subconsultant fee for Architectural Services for the Restroom building by Wannemacher Jensen Architects, Inc.

##### SCOPE OF RESTROOM BUILDING

Plan is for restrooms only (3 stalls per sex +/- 700sf), no picnic shelter at this time

- The new restrooms can be built directly over the existing site
- No Mech. Ventilation
- Wall mount porcelain toilets
- No hot H2O
- Ceiling like Sims

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- No Mirrors
- Expanded chase for storage
- No tile
- Min. lighting (dawn to dusk operations)

Site work minimal, utilities in place, no extensions, ADA access minimal. Construction Admin services by the City, A&E to certify only.

#### BASIC ARCHITECTURAL AND ENGINEERING SERVICES FOR RESTROOM BUILDING

Basic Services for schematic design, design development, construction documents, bidding assistance, permitting assistance, and construction administration include all of the following trade services:

1. Architectural Services
2. Heating, Ventilating and Air-Conditioning (HVAC) Engineering
3. Plumbing Engineering
4. Electrical Engineering
5. Fire Protection Engineering
6. Structural Engineering

#### CONSTRUCTION DOCUMENTS

1. Prepare detailed drawings and technical specifications to illustrate all aspects of the proposed design.
2. Coordinate work with all design team consultants.
3. One meeting with the Owner and KH to review the plans.
4. Meetings with all Design Team subconsultants.
5. Update drawings and backgrounds for all Design Team subconsultants.
6. Technical Specifications in book format.
7. One meeting with the City's Design Team to review the plans if required.

#### ASSISTANCE WITH PERMIT REVIEW

1. Prepare signed and sealed documents for permit submittal.
2. Respond to all permit review comments and facilitate the building permit for construction. We assume that the Contractor will apply for and pull the Permit.

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3. We assume that all permit application and review fees will be paid directly by the Owner or Contractor, including those required by the City, SWFWMD, right-of-way, etc.

#### ASSISTANCE WITH BIDDING

1. Assist the City and/or Construction Manager, Bid Addenda, and bid documents as required.
2. Respond to questions by the City and/or Contractor and bidding sub-Contractor's.
3. The City will handle distribution of Bid Documents.
4. Electronic copies of the base plan files will be provided to the City on CD. The Contractor(s) and sub-contractors shall agree not to modify, change or reuse the computer files without the knowledge or written consent of the Design Professional. Because of liability issues, only .pdf files will be provided for bidding.

#### CONSTRUCTION ADMINISTRATION

We will provide limited construction oversight to ensure the project is built according to plans and specifications and assist the Construction Manager when conflicts or clarifications are needed.

1. Attendance at final walk-through.

#### **TASK 7 – SURVEY SUBCONSULTANT**

This task consists of the subconsultant fee for W.C. Sherrill and Company, LLC Surveying, Mapping, Consulting to perform the following:

The survey will be on the FCS (Florida Coordinate System ) for ease of location and the topographic information will be provided on a 50' grid with additional elevations to accurately reflect the topography of the land with contours at 1 foot intervals. Elevations will be based on the North American Vertical Datum of 1988 (N.A.V.D.). Tree Location Survey to include location, identification and size (diameter at breast height) of all jurisdictional trees within the project limits that are five (5) inches in diameter or greater. Also the locating of all above ground occupation/improvements within the identified project area.

#### **Schedule**

Kimley-Horn and Associates, Inc. shall provide our services as expeditiously as possible to meet the schedule developed by the design team for the various elements of the project.

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**Fee and Expenses**

Kimley-Horn will perform the services in Tasks 1 – 7 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Team Meetings/Coordination	\$ 2,000
Task 3 Site Construction Documents	\$ 5,500
Task 4 Permitting	\$ 1,700
Task 5 Construction Phase	\$ 6,000
Task 6 Architectural Subconsultant Services	\$ 18,500
Task 7 Survey Subconsultant	\$ 3,150
Total Lump Sum Fee	\$36,850

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.