

**AMENDMENT NUMBER 16 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

AMENDMENT NUMBER 16 DATED November 7, 2019 to the agreement between City of New Port Richey, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated December 30, 2014 ("the Agreement") concerning Zoning Plan and Code Compliance (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:

THE CITY OF NEW PORT RICHEY

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

Title: Associate

Date: 11/12/19

Consultant shall perform the following Additional Services:

Project Understanding

Kimley-Horn and Associates, Inc. ("KH" or "the Consultant") is pleased to submit this amendment for providing professional engineering services to the City of New Port Richey for the +/- 1.03 acre parking lot improvements to be performed on the property known as *City of New Port Richey Block 101*, located within Section 5, Township 26 South Range 16 East Pasco County, Florida, generally bound by Nebraska Avenue, Lincoln Street and Missouri Avenue.

Scope of services, and fees are described below.

Scope of Services

TASK 1 – GENERAL PROJECT ADMINISTRATION

The services proposed to perform are as follows:

- *Project Setup*: The Consultant will establish project files, project work plan, initiating accounting system.
- *Kick-Off Meeting*: The Consultant will participate in a kick-off meeting with the Client.
- *Progress Meeting*: The Consultant will attend one (1) meeting with the Client to review the progress of work and conduct project reviews. The Consultant will maintain and update the project schedule as needed.

TASK 2 – SITE ENGINEERING PLANS

This task shall include the necessary design and preparation of final on-site plans as needed for construction. Plans are anticipated to include but are not limited to the following sheets:

- Cover Sheet;
- General Notes;
- Demolition Plan;
- Site Plan;
- Paving, Grading and Drainage Plan;
- Stormwater Pollution Prevention Plan;
- Utility Plan and Details;

Offsite plans are not anticipated at this time. If offsite plans are required they will be prepared, if needed, as an Additional Service only after prior written authorization by the Client.

Electrical and communication design are not included in this scope of services. Onsite and offsite communication, fiber, electrical, and other dry utilities being designed by others will be shown on our plans for reference as provided to us in AutoCAD format. Services associated with structural design and retaining walls are not included in this scope of services.

Dated November 7, 2019

TASK 3 – LANDSCAPE PLANS

Task 3.1 – Code Minimum Landscape Plan

The consultant will provide landscape architecture construction documents based on current applicable Land Development Code requirements. The landscape plan will consist of a detailed layout of proposed plantings with a plant list identifying species, quantities, sizes, locations, spacing, details, and installation notes. The landscape plan will also identify trees to be preserved and replaced as determined by code.

Site visits are excluded from this task, but may be provided as an additional service. Landscape plans will be submitted as part of the Civil Plans package at 60% and 90%, and revised up to two (2) times per client and/or agency comments. Additional revisions may be provided as an additional service.

Task 3.2 – Schematic Irrigation Design

The Consultant will provide an irrigation plan based on current applicable Land Development Code requirements. The irrigation plan will consist of head layout, water source information, lateral line layout, valve sizes and locations, controller type and location, sleeve locations, identify and label point of connection, detailed drawings and installation notes. Plans will be completed as design intent since the existing extents of the current irrigation system are unknown. The existing irrigation system will be expanded to provide irrigation coverage to the new landscape areas. Site visits are excluded from this task, but may be provided as an additional service.

Irrigation plans will be submitted as part of the final landscape plans and will be revised up to two (2) times per client and/or agency comments. Additional revisions may be provided as an additional service.

TASK 4 – PHOTOMETRIC PLAN

The Consultant will prepare a photometric plan in compliance with City/County Land Development Regulations.

TASK 5 – STORMWATER DESIGN

The Consultant will prepare a drainage report for the proposed project sufficient for review by the City of New Port Richey and Southwest Florida Water Management District. The report will include pre- and post- development basin maps, incorporate geotechnical design information (groundwater and infiltration data), underdrain design specifications (if needed), and stormwater routing design. The site is located within the floodplain therefore any fill will require cup-for-cup compensation on site. This will require additional permitting through the Southwest Water Management District. This task does not include underground stormwater vault design.

TASK 6 – PERMITTING

The Consultant will prepare applications for and coordinate the following permit submittals:

- City of New Port Richey – Site Plan Review
- Southwest Florida Water Management District - Environmental Resource Permit

Dated November 7, 2019

The Consultant assumes that once civil permitting begins, the site plan, drainage design, and utility locations are locked, and will not change during the permitting process. Any plan revisions or comments that are required due to a significant design change by the Client shall result in an additional service.

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 Client. Efforts to respond to issues raised during the permitting process, which cannot be anticipated, shall be considered Additional Services.

TASK 7 – BID PHASE SERVICES

The Consultant will assist the Client in the preparation of construction bidding documents, including specifications for the subject work.

The Consultant will attend one (1) pre-bid meeting. The Consultant will respond to request for additional information (RAI's) from Contractors, provide plan verifications, plan amendments during the bidding process (up to 16 hours). The Consultant will distribute the bid documents to perspective bidders during the bid process, answer all questions and provide clarification as needed. The Consultant shall provide a probable cost for the construction of the project.

TASK 8 – CONSTRUCTION PHASE SERVICES

The Consultant will provide the following services upon the Client's acceptance of final bid documents.

- Participate in one (1) Pre-Construction Conference prior to commencement of Work at the Site. (Estimated 8 hours).
- Participate in one (1) Final Walkthrough/Signoff after the completion of Work at the Site. (Estimated 8 hours).
- Shop Drawings and Samples. Kimley-Horn will review, if required by agency permit conditions, 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 10 hours).
- Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client. (Estimated 10 hours).
- Review of site '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).

Exhibit A to Amendment Number 16.

Dated November 7, 2019

- Submit Certifications of Completion as required to appropriate agencies (estimated 4 hours).
- The Consultant shall provide the Record Drawings based on the As-Built drawings from the Contractor

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 the 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 general conform to the construction documents prepared by the Consultant. The 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 9 – GEOTECHNICAL SERVICES

Kimley-Horn will retain the services of a local Registered Geotechnical Engineer to prepare a Geotechnical Report based on field exploration and laboratory testing.

- 5 Soil Borings (1 in proposed pond area and 4 in proposed parking area)
- Double Ring Infiltration Test (DRI) in proposed pond area
- Signed and sealed Geotechnical Report

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Traffic Study
2. Opinions of Probable Cost
3. Providing representation at meetings beyond those described above
4. Off-site design and permitting
5. MOT Plan
6. Phasing Plan
7. Structural Design

Information Provided by Client

KH shall be entitled to rely on the completeness and accuracy of all information provided by the Client and the Client's consultants. The Client shall provide all information requested by KH during the project, including but not limited to the following.

- Copies of all available information pertinent to KH services on the project.
- Copies of any available Environmental Reporting.
- All permit fee checks.

Exhibit A to Amendment Number 16,

Dated November 7, 2019

Schedule

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

<u>Milestone</u>	<u>From Notice to Proceed</u>
60% Design Plans	30 Calendar Days
City Review 60% Design Plans	45 Calendar Days
90% Design Plans	65 Calendar Days
City Review 90% Design Plans	80 Calendar Days
SWFWMD Permit Submittal	90 Calendar Days
100% Design Plans	100 Calendar Days
City Review 100% Design Plans	115 Calendar Days
Submit Bid Plans & Permit	125 Calendar Days

Fee and Expenses

KH will perform the Scope of Services in Tasks 1 – 9 for a lump sum fee of \$61,050. All permitting, application, and similar project fees will be paid directly by the Client.

TASK	DESCRIPTION	FEE
1	GENERAL/PROJECT ADMINISTRATION	\$ 2,885
2	SITE ENGINEERING PLANS	\$ 18,940
3	LANDSCAPE PLANS	\$ 5,140
4	PHOTOMETRIC PLAN	\$ 2,550
5	STORMWATER DESIGN	\$ 8,075
6	PERMITTING	\$ 4,875
7	BID PHASE SERVICES	\$ 5,170
8	CONSTRUCTION PHASE SERVICES	\$ 8,620
9	GEOTECHNICAL SERVICES	\$ 4,975
TOTAL FEE FOR LUMP SUM TASKS		\$61,050

For all lump sum tasks, an amount has been included to cover certain expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing and technical computer time. Direct reimbursable expenses such as express mail, air travel, out-of-town mileage, and other direct expenses will be billed at 1.05 times cost, in addition to the lump sum.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Total:

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PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: City of New Port Richey

Estimated Project Duration:

months
months
months

Project Number:

Design, Permitting, & Bidding:

Date Prepared: 11/7/2019

Construction:

Estimated By: NEB

Total:

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Senior Prof P-6/7	Prof P-4/5	Analyst P-1/2/3	Designer D7	Tech/ Field Rep T-4	Support Staff C-5	KHA Labor Total	Computer Hours	Misc. Direct Expense (\$)
	100% Plans									
	Cover Sheet		1	1						
	General Notes		1	1						
	Demo			2						
	Site		1	1	1					
	Grading		1	4	4					
	SWPPP		1	2	2					
	Utility		1	1						
	Details			2						
	QAQC	2	4							
	Revisions per Comments			8						
		6	31	78	35	0	0		0	0
	Subtotal (Hours)									
	Task Total (Dollars)	\$1,200	\$5,270	\$8,970	\$3,500	\$0	\$0	\$18,940	\$0	\$0
3	Landscape Plan									
	Landscape Plan	5	8	10						
	Irrigation Plan	1	3	8						
		6	11	18	0	0	0		0	0
	Subtotal (Hours)									
	Task Total (Dollars)	\$1,200	\$1,870	\$2,070	\$0	\$0	\$0	\$5,140	\$0	\$0
4	Photometric Plan									
	Photometric Plan	1	3	16						
		1	3	16	0	0	0		0	0
	Subtotal (Hours)									
	Task Total (Dollars)	\$200	\$510	\$1,840	\$0	\$0	\$0	\$2,550	\$0	\$0
5	Stormwater Design									
	Drainage Design Analysis	3	5	20						
	Drainage Design Report	3	5	25						
		6	10	45	0	0	0		0	0
	Subtotal (Hours)									
	Task Total (Dollars)	\$1,200	\$1,700	\$5,175	\$0	\$0	\$0	\$8,075	\$0	\$0

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: City of New Port Richey

Project Number: 11/7/2019

Date Prepared: NEB

Estimated By:

Estimated Project Duration:

Design, Permitting, & Bidding: months

Construction: months

Total: months

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Senior Prof P-6/7	Prof P-4/5	Analyst P-1/2/3	Designer D7	Tech/ Field Rep T-4	Support Staff C-5	KHA Labor Total	Computer Hours	Misc. Direct Expense (\$)
6	Permitting									
	City of New Port Richey									
	Site Plan Review	1	2	3			3			
	SWFWMD									
	Pre-App Meeting		4	4						
	Application	1	1	6						
	Response to Comments	1	2	8			3			
	Subtotal (Hours)	3	9	21	0	0	6		0	0
	Task Total (Dollars)	\$600	\$1,530	\$2,415	\$0	\$0	\$330	\$4,875	\$0	\$0
7	Bid Phase Services									
	Pre-Bid Meeting	4		4						
	Bid Document Preparation / RAls	1	10	10						
	Opinion of Probable Cost	2		4						
	Subtotal (Hours)	7	10	18	0	0	0		0	0
	Task Total (Dollars)	\$1,400	\$1,700	\$2,070	\$0	\$0	\$0	\$5,170	\$0	\$0
8	Construction Phase Services									
	Pre-Con Meeting	4		4						
	Shop Drawings and Submittals		10							
	RFI / RAI		10							
	Review Record Drawings		8							
	Substantial Completion		4							
	Punchlist									
	Final Walkthrough / Signoff	4		4						
	As-Built Drawings	1		4						
	Subtotal (Hours)	9	32	12	0	0	0		0	0
	Task Total (Dollars)	\$1,800	\$5,440	\$1,380	\$0	\$0	\$0	\$8,620	\$0	\$0
8	Geotechnical Services									
	Geotechnical Services									
	Subtotal (Hours)	0	0	0	0	0	0		0	0
	Task Total (Dollars)	\$0	\$0	\$0	\$0	\$0	\$0	\$4,795	\$0	\$0
	TOTAL FEE (Dollars)							\$61,050	\$0	\$0