

**AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

AMENDMENT NUMBER 1 DATED August, 25, 2015 to the agreement between the City of New Port Richey, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated December 30th, 2014 ("the Agreement") concerning The Recreation and Aquatic Center (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: SCOTT W. GILMER, DE VICE PRES.

Date: 8/25/2015

Consultant shall perform the following Additional Services:

TASK I – MEETINGS AND COORDINATION **\$2,500**

The original contract scope included KH's attendance at a total of five (5) meetings. This task will include the attendance at two (2) additional meetings due to the increase in Construction Budget and Scope.

TASK III – ARCH & ENGINEERING SERVICES FOR VERTICAL STRUCTURES **\$100,000**

The agreement made March 27th, 2015 to provide architectural services for the City of New Port Richey's RAC Fitness Center accounted for a construction budget of \$650,000. The original scope included master planning options for the Center and proceeding with the highest priority items that fit within the budget. The construction budget has now increased to \$2,400,000; therefore, the scope of design work for Architectural, MEP, and Structural has expanded proportionally. All other scope and deliverables established in the March 27th 2015 proposal will be maintained and expanded to include the additional project magnitude,

TASK IV – CONSTRUCTION DOCUMENTS / BID DOCUMENTS **\$38,000**

TASK IV A – Landscape Architecture

This task will include the additional effort required for preparation of construction documents resulting from the increase in Construction Budget and scope. This includes the specification and design for additional improvements to the pool deck such as the terraced wood deck with built in lounge seating, expanded deck surfaces, perimeter enclosure upgrade and additional landscape areas. This task includes additional planning and design for the revised entry drop-off to accommodate ADA parking, bus access and landscape screening. This task includes the drip-irrigation design for the additional improvements.

TASK IV B – Site Civil Engineering

This task will include the additional effort required for preparation of construction documents resulting from the increase in Construction Budget and scope and revised building addition footprint. This includes the associated grading and design for the additional improvements around the pool deck area and the building addition. This task includes additional planning and design for the revised entry drop-off to accommodate ADA parking, bus access and stormwater modeling. This includes a utility relocation sheet to accommodate the new building addition footprint.

TASK V – PERMIT APPLICATIONS PROCESS **\$1,500**

This task includes the additional fees to prepare and submit a SWFWMD ERP permit in lieu of an exemption which includes stormwater modeling for the modification to the existing pond and/or pond weir structure.

TASK VI – BIDDING AND LIMITED CONSTRUCTION PHASE SERVICES **\$8,000**

This task includes the additional effort due to increase in Construction Budget and scope for processing and coordinating the resulting increase in submittal reviews. The original contract scope included one (1) visit per month for a six (6) month period, this task includes an additional one (1) onsite meeting per month of construction with assumed six (6) month construction duration.

Kimley-Horn and Wannemacher Jensen will perform the services in Tasks I - VI for the total lump sum fee of \$150,000.

Fees will be invoiced monthly based upon the hours required of the services performed. Payment will be due within 45 days of your receipt of the invoice.