

## **AMENDMENT 1 TO WORK ORDER 8**

### **69<sup>th</sup> STREET FROM 66<sup>TH</sup> AVENUE TO SR5/US-1 RESURFACING**

This Amendment 1 to Work Order Number 8 is entered into as of this \_\_\_ day of \_\_\_\_\_, 2022, pursuant to that certain Continuing Contract Agreement, dated April 17, 2018, renewed and amended as of May 18, 2021 (collectively referred to as the "Agreement"), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and Kimley-Horn and Associates, Inc. ("Consultant").

1. The COUNTY has selected the Consultant to perform the professional services set forth in existing Work Order Number 8, Effective Date April 9, 2019.
2. The COUNTY and the Consultant desire to amend this Work Order as set forth on Exhibit A (Scope of Work) attached to this Amendment and made part hereof by this reference. The professional services will be performed by the Consultant for the fee schedule set forth in Exhibit B (Fee Schedule), and within the timeframe more particularly set forth in Exhibit C (Time Schedule), all in accordance with the terms and provisions set forth in the Agreement.
3. From and after the Effective Date of this Amendment, the above-referenced Work Order is amended as set forth in this Amendment. Pursuant to paragraph 1.4 of the Agreement, nothing contained in any Work Order shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

#### **Amendment Description**

"SECTION III – SCOPE OF SERVICES" is being modified to incorporate the following:

##### **Task 1 - Construction Phase Services**

The Consultant will provide professional construction phase assistance as specifically stated below:

1. *Clarifications and Interpretations.* The Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the COUNTY as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the COUNTY.
2. *Change Orders.* The Consultant may recommend Change Orders to the COUNTY and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
3. *Shop Drawings and Samples.* The 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. Shop drawings, samples or certifications are anticipated to be submitted related to the following:

- Roadway and Drainage elements
- Signing and Marking elements
- Utility elements

4. *Applications for Payment.* All applications for payment will be reviewed and approved by the COUNTY.
5. *Final Notice of Acceptability of the Work.* The County will be responsible for project acceptance, as-built drawing review and permit certifications.
6. *Limitation of Responsibilities.* The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The Consultant shall not have the authority or responsibility to stop the work of any Contractor.
7. *Record Drawing Review and Permit Certification.* The Consultant will review the Record Drawings as submitted by the Contractor. Based upon receiving acceptable Record Drawings from the Contractor, the Consultant will prepare and submit certifications to the following jurisdictional agencies:
  - Indian River County
  - St. Johns River Water Management District
  - Indian River Farms Water Control District
  - Florida Department of Environmental Protection
8. *Final Notice of Acceptability of the Work.* The Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the COUNTY and Contractor, conduct a site visit to determine if the Work 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. The Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that the PROFESSIONAL may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the 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.

**EXHIBIT B – FEE SCHEDULE**

The COUNTY agrees to pay and the Consultant agrees to accept for services rendered pursuant to this Agreement fees inclusive of expenses in accordance with the following:

A. Professional Services Fee

The basic compensation mutually agreed upon by the Consultant and the COUNTY is as follows:

*Cost Plus Max*

<u>Task</u>	<u>Labor Fee</u>
Task 1 - Construction Phase Services	\$ 20,000

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## **EXHIBIT C – TIME SCHEDULE**

Upon authorization to proceed by the COUNTY, the services identified above are anticipated to extend through the duration of project construction, which is estimated to be approximately 24 months.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 to Work Order 8 as of the date first written above.

**CONSULTANT:**

**BOARD OF COUNTY COMMISSIONERS  
OF INDIAN RIVER COUNTY**

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

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

Print Name: Brian Good

Peter D. O'Bryan, Chairman

Title: Senior Vice President

BCC Approved Date: \_\_\_\_\_

Attest: Jeffrey R. Smith, Clerk of Court and Comptroller

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

Deputy Clerk

Approved: \_\_\_\_\_

Jason E. Brown, County Administrator

Approved as to form and legal sufficiency: \_\_\_\_\_

Dylan T. Reingold, County Attorney

Summary

**Project Name**

69th Street Resurfacing - Post Design Services Amendment No. 1

**Task Summary**

Manhours for project

<i>Task</i>	<i>Principal</i> \$230	<i>Senior Professional</i> \$175	<i>Registered Professional</i> \$140	<i>Professional II</i> \$120	<i>Professional I</i> \$105	<i>Support Staff</i> \$60	<i>Remarks</i>
<b>Post Design Services</b>	0	54	40	36	0	14	
<b>Total Hours =</b>	0	54	40	36	0	14	
<b>Labor Fee =</b>	\$0	\$9,450	\$5,600	\$4,320	\$0	\$840	
<b>Total Labor Fee =</b>	<b>\$20,210 Use \$20,000</b>						

