

**AMENDMENT 3 TO WORK ORDER 25**

**HOBART PARK RENOVATIONS, RESTROOM CONNECTON AND UTILITY SERVICE PLANS**

This Amendment 3 to Work Order Number 25 is entered into as of this \_\_\_\_ day of September 2023, 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 25, Effective Date August 16, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 3 to Work Order 25 as of the date first written above.

**CONSULTANT:**  
**KIMLEY-HORN AND ASSOCIATES,**  
**INC.**

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

Print Name: Brian Good, P.E.

Title: Principal

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

By: \_\_\_\_\_  
**Joseph H. Earman, Chairman**

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

Attest: **Ryan L. Butler, Clerk of Court and Comptroller**

By: \_\_\_\_\_  
Deputy Clerk

Approved: \_\_\_\_\_  
**John A. Titkanich, County Administrator**

Approved as to form and legal sufficiency: \_\_\_\_\_  
**William K. DeBaal, County Attorney**

## EXHIBIT A – SCOPE OF WORK

### Task 1 – Construction Phase Services

Consultant will provide the construction phase services specifically stated below:

If any services other than those described below are desired, Kimley-Horn will perform those as an Additional service. Kimley-Horn's construction phase services will be limited to the following:

- A. *Bid Document Preparation and Meeting.* Consultant will issue a bid package and conduct a pre-bid meeting with potential bidders on-site. This task anticipates **five (5) hours** of effort from Kimley-Horn staff and any additional effort required will be an additional service.
- B. *Pre-Construction Conference.* Consultant will attend **one (1)** Pre-Construction Conference before the start of construction.
- C. *Construction Meetings.* Consultant will attend bi-weekly construction meetings either onsite or virtual. These meetings will consist of construction updates and discussions with Contractor and County. This task anticipates **eight (8) hours** of effort from Kimley-Horn staff and any additional effort required will be an additional service.
- D. *Site Visits and Construction Observation.* Consultant anticipates up to **five (5) visits** to the site to observe the progress of the work and accompany the County Inspectors. Visits are assumed to be **three (3) hours** with each consisting of travel, preparation, and reports. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn shall keep Client informed of the general progress of the Work. This task anticipates **15 hours** of effort from Kimley-Horn staff and any additional effort required will be an additional service.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

- E. *Clarifications and Interpretations.* Consultant will respond to reasonable and appropriate Contractor requests for information made in accordance with Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

- F. *Change Orders.* Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- G. *Shop Drawings and Samples Review.* Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, and techniques, equipment choice and usage, schedules, or procedures of construction or to relate safety programs. This task anticipates **five (5) hours** of effort from Kimley-Horn staff and any additional effort required will be an additional service.

Substitutes and “or-equal/equivalent.” Consultant will evaluate the acceptability of substitute or “or-equal/equivalent” materials and equipment proposed by Contractor in accordance with the Contract Documents.

- H. *Applications for Payment.* It is understood that the Client will handle all work necessary with respect to this subtask. If Consultant is requested to review any applications for payment, that work will be performed as an Additional Service.

Inspections and Tests. Consultant may required special inspections ore tests of Contractor’s work, and may receive and review certificates or inspections within Consultant’s are of responsibility. Consultants review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approval comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.

Disputes between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.

- I. *Final Notice of Acceptability of the Work.* Kimley-Horn will conduct a final site visit to evaluate whether the completed Work of Contractor is general in accordance with the contractor Documents and the Final punch list so that the Consultant may recommend final payment to Contractor. This task anticipates **14 hours** of effort from Kimley-Horn staff and any additional effort required will be an additional service. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn’s knowledge, information, and belief and based on the extent of the services provided by Kimley-Horn under this Agreement and based upon information provided to Kimley-Horn upon which it is entitled to rely.

Kimley-Horn 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. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

- J. *Statements of Completion.* Based on the following items upon which Kimley-Horn is entitled to rely:
- a. Certified copies of all test reports, pressure tests, inspections logs, material testing reports, lift station start up reports, etc. from the contractor’s or Client’s testing laboratories.

- b. Signed and sealed record surveys (As-Builts) for all infrastructure construction and stormwater management construction, prepared by the contractor's registered land surveyor to the level of the detail required by the various regulatory agencies. We will review these drawings up to two (2) times.
- c. Satisfaction of all final punch lists generated by Kimley-Horn, the Client and/or the regulatory inspecting agencies.
- d. Periodic observation of the constructed improvements during construction as described above.

Consultant will prepare statements of completion to:

- 1. Indian River County Utilities
- 2. FDEP
- 3. IRFWMD

**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:  
Lump Sum Components

<u>Task Labor</u>	<u>Fee</u>
Construction Phase Services	\$ 6,925
<b>TOTAL</b>	<b>\$ 6,925</b>

**EXHIBIT C – TIME SCHEDULE**

Upon authorization to proceed by the COUNTY, final design documents are expected to take approximately sixty (60) days from the Notice to Proceed (NTP).

NTP	contingent upon BOCC approval
Plans Preparation	30 days following NTP