

**CCNA2018 AMENDMENT 02 TO WORK ORDER 32  
HOUSEHOLD HAZARDOUS WASTE AND RECYCLING FACILITY CONCEPTUAL  
DESIGN**

This Amendment 02 to Work Order Number 32 is entered into as of this \_\_\_ day of \_\_\_\_\_, 201\_, pursuant to that certain Continuing Consulting Engineering Services Agreement for Professional Services entered into as of this 17<sup>th</sup> day of April, 2018 (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 32. Effective Date April 7, 2020.
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 Work Order as of the date first written above.

**CONSULTANT:**

**SOLID WASTE DISPOSAL DISTRICT**

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

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

**Susan Adams, Chairperson**

**Print Name:** \_\_\_\_\_

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

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

**Comptroller**

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

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

**Deputy Clerk**

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

**Jason E. Brown, County Administrator**

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

**Dylan T. Reingold, County Attorney**

## **EXHIBIT A – SCOPE OF WORK**

### **PROJECT UNDERSTANDING**

The Consultant has been previously authorized to perform final design services for the proposed Household Hazardous Waste and Recycling Facility based upon the conceptual design completed prior to the issuance of Amendment No. 01 for preparation of Construction Documents. After the initiation of the Construction Documents preparation phase, the Consultant has been asked to prepare a new alternative site plan for the Project that significantly alters the design as it was proposed at the start of the Construction Documents phase. The preparation of this new site plan as well as additional changes that have been requested to bring the Project budget within a reduced construction budget have resulted in the performance of additional, unanticipated design services which are described in the following scope of services.

### **SCOPE OF WORK**

#### **TASK 1 – ADDITIONAL DESIGN SERVICES**

##### **Sub-Task 1.1 –New Site Plan and Site Plan Revisions**

Kimley-Horn has performed the following services as part of this task:

- Prepared a new alternative site plan for the facility that provides for a separate, customer access and parking area for the HHW that connects to a main north-south road at the west side of the shared facility and increased the facility square footage to 20,000 sf;
- Addressed Client comments on the proposed alternative site plan related to operational access of trucks and equipment;
- Upon finalization of the revised site plan and addressing comments, revised site plan to reduce building square footage and truck court area to reduce project costs;
- Prepared Opinion of Cost for the New site plan and revised when major alterations to it were made.

##### **Sub-Task 1.2 –Coordination/Meetings**

Attended multiple conference calls with Client to review the proposed site plan, operational needs, client comments, project challenges, and review revisions.

##### **Sub-Task 1.3 – Landscape Architecture Renderings and Revisions**

Kimley-Horn has performed the following services as part of this task:

- Prepared a colorized rendering of the new alternative site plan for the facility;
- Prepared a colorized rendering for the revised site plan.

##### **Sub-Task 1.4 – Maneuverability Analysis and Revisions**

Kimley-Horn has performed the following services as part of this task:

- Prepared a maneuverability analysis for the truck court in new alternative site plan for the facility;
- Prepared a maneuverability analysis for the truck court in the revised site plan.

## **SUBCONSULTANTS**

No subconsultant services are anticipated in the performance of these additional services.

## **REIMBURSABLE EXPENSES**

No reimbursable expenses are anticipated in the performance of these additional services.

## **ADDITIONAL SERVICES**

Any services not specifically listed in the above Scope of Work are not included in the contracted fees. Should the Client desire additional services, Kimley-Horn will prepare a fee, scope and schedule for the work at the time the services are requested.

## **PROVIDED BY THE CLIENT**

The Client will provide any information requested by Kimley-Horn in a timely manner to avoid delay of the Project. In addition, the Client will ensure that Client representatives are available for all meetings in order to avoid delay to the Project.

### 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 as follows:

A. Professional Services Fee

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

<i>Task</i>	<i>Task Description</i>	<i>Fee Type</i>	<i>Fee</i>
<b>1</b>	Additional Design Services	FF	\$18,500
<b>TOTAL:</b>			<b>\$18,500</b>

## **EXHIBIT C – TIME SCHEDULE**

Deliverables have been provided on a mutually-agreed-upon schedule for the services above.

It is anticipated that the Scope of Services will be completed in accordance with the above schedule after Notice to Proceed (“NTP”) is received unless there are delays outside of Kimley-Horn’s control, such as delays associated with Client and/or regulatory reviews, Client requested changes, etc. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services and that Client review times will not exceed seven (7) calendar days. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)