

## **AMENDMENT 1 TO WORK ORDER MM-2**

### **MOORHEN MARSH LEAPS -MECHANICAL CONSTRUCTION PHASE SERVICES**

#### **Project Number: IRC-1909**

This Amendment 1 to Work Order Number MM-2 is entered into as of this 5<sup>th</sup> day of October, 2021, 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 MM-2, Effective Date June 8, 2021.
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 with the proposed staffing plan set forth in Exhibit C (Proposed Staff Hours and Fee), 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.

#### **EXHIBIT A – SCOPE OF WORK**

##### Moorhen Marsh – Mechanical Construction Phase Services

The COUNTY has designed the Moorhen Marsh Leaps treatment facility in-house. The Consultant has provided structural design services for the structures on the project. The COUNTY has advertised the project and has requested the Consultant to provide limited Construction Phase Services relating to the selected mechanical component of the project as listed below that were designed in house by the COUNTY. The COUNTY intends to have a full-time construction inspector on site for duration of the construction.

##### **Task 1 – Limited Mechanical Construction Phase Services**

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

1. *Visits to Site and Observation of Construction.* Consultant will make up to a total of five (4) visits as directed by COUNTY in order to observe the progress of the work. The Consultant will work with the COUNTY's inspector for the similar piping layouts.

It is anticipated that the COUNTY's Inspector will inspect the piping layouts for the remaining identical layouts and coordinate with the Consultant as needed.

Below is a list of anticipated mechanical related site visits;

- Headworks Submersible Pump startup
- Portable Water Lettuce Supernatant/sludge pump
- Duperon Flexrake installation/startup
- Piping installation and pressure testing

Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep COUNTY informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

2. *Recommendations with Respect to Defective Work.* Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents
3. *Clarifications and Interpretations.* Consultant will assist the COUNTY in responding to reasonable and appropriate Contractor requests for information and assist the COUNTY with issuing necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by COUNTY
4. *Change Orders.* Consultant may recommend Change Orders to the COUNTY, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
5. *Shop Drawings and Samples.* 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, schedules, or procedures of construction or to related safety programs.

Below is a list of anticipated mechanical shop drawings and associated specification section;

- Headworks Slide Gate (11016)
  - Flow Meters – Electromagnetic Flow Meters (11020)
  - Headworks Submersible Pumps and Appurtenances (11300)
  - Portable Water Lettuce Supernatant /Sludge Pump (11304)
  - Duperon Harvesterake (11400)
  - Ductile Iron Pipe and Fittings (15051)
  - Polyvinyl Chloride (PVC) Pipe and fittings (15152)
  - Valves and Appurtenances (15100)
6. *Substitutes and "or-equal."* Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
  7. *Inspections and Tests.* Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws or the Contract Documents. Consultant's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such test
  8. *Disagreements between COUNTY and Contractor.* Consultant will, if requested by COUNTY, render written decision on all claims of COUNTY 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 COUNTY or Contractor and shall not be liable in connection with any decision rendered in good faith
  9. *Applications for Payment.* The COUNTY will review and approve all applications for payment submitted by the Contractor

10. *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.

11. *Final "Substantial" Completion.* Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with 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. Consultant anticipates completing the following items once the project is deemed substantially complete:

- Consultant will review Record Drawings and Operation and Maintenance Manuals prepared by the Contractor
- Consultant will assist the COUNTY to prepare and submit the substantial completion form provided by Indian River County through the EJCDC front-end documentation

12. *Final Notice of Acceptability of the Work.* 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. If COUNTY and Consultant agree the work to be complete, Consultant will assist the COUNTY in preparing the final completion EJCDC front-end documentation. Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

### **Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the COUNTY or the COUNTY's consultants or representatives. The COUNTY shall provide all information requested by the Consultant during the project, including but not limited to the following:

1. Contractors Mechanical Related RFIs
2. Access to the Construction Site
3. Access to the COUNTY's full-time job site inspector

**Indian River County**  
**Moorhen Marsh - Mechanical Construction Phase Services**  
**EXHIBIT C - PROPOSED STAFF HOURS AND FEE**

| TASK   | PM / SR<br>PRINCIPAL | SR PROFESSIONAL<br>(ENGINEER) | ANALYST           | ADMIN            | TOTAL HOURS        |
|--|----------------------|-------------------------------|-------------------|------------------|--------------------|
|  | \$250.00             | \$185.00                      | \$125.00          | \$75.00          |                    |
| <b>Task 1 - Mechanical Construction Phase Services</b>               |                      |                               |                   |                  |                    |
| Shop Drawing Review (Specification Section)                          |                      |                               |                   |                  |                    |
| Headworks Slide Gate (11016)   | 1.0                  | 1.0                           | 3.0               |                  | 5.0                |
| Flow Meters – Electromagnetic Flow Meters (11020)                    |                      | 2.0                           | 3.0               |                  | 5.0                |
| Headworks Submersible Pumps and Appurtenances (11300)                | 1.0                  | 2.0                           | 3.0               |                  | 6.0                |
| Portable Water Lettuce Supernatant /Sludge Pump (11304)              |                      | 1.0                           | 3.0               |                  | 4.0                |
| Duperon Harvester (11400)  |                      | 2.0                           | 3.0               |                  | 5.0                |
| Ductile Iron Pipe and Fittings (15051)                               |                      | 1.0                           | 3.0               |                  | 4.0                |
| Polyvinyl Chloride (PVC) Pipe and fittings (15152)                   |                      | 2.0                           | 3.0               |                  | 5.0                |
| Valves and Appurtenances (15100)                                     |                      | 1.0                           | 3.0               |                  | 4.0                |
| Shop Drawing Resubmittal   |                      | 6.0                           | 6.0               |                  | 12.0               |
| Review Equipement Substitutes  |                      | 6.0                           |                   |                  | 6.0                |
| Test Report Reviews  |                      | 4.0                           |                   |                  | 4.0                |
| Anticipated Site Visits (4 total)                                    |                      |                               |                   |                  |                    |
| Headworks Submersible Pump startup                                   |                      | 6.0                           |                   |                  | 6.0                |
| Portable Water Lettuce Supernatant/sludge pump                       |                      | 6.0                           |                   |                  | 6.0                |
| Duperon Flexrake installation/startup                                |                      | 6.0                           |                   |                  | 6.0                |
| Piping installation and pressure testing                             |                      | 6.0                           |                   |                  | 6.0                |
| Coordination with County's inspector for pipe installation as needed |                      | 8.0                           |                   |                  |                    |
| Final Completion   |                      | 8.0                           | 12.0              |                  | 20.0               |
| O&M Review   |                      | 6.0                           | 10.0              |                  |                    |
| EJCDC SC & FC Paperwork  |                      | 2.0                           | 4.0               |                  |                    |
| Record Drawings Review   |                      | 4.0                           | 8.0               |                  |                    |
| Assist County with RFI's   | 2.0                  | 8.0                           |                   |                  | 10.0               |
| Administrative Support   |                      |                               |                   | 4.0              |                    |
| <b>Task 2 Total</b>  | <b>\$1,000.00</b>    | <b>\$16,280.00</b>            | <b>\$8,000.00</b> | <b>\$300.00</b>  | <b>\$25,580.00</b> |
| <b>Total</b>   |                      |                               |                   |                  | <b>\$25,580.00</b> |
|  |                      |                               |                   | <b>Labor Fee</b> | <b>\$25,580.00</b> |

**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 and as further described in Exhibit C – Proposed Staff Hours and Fee:

A. Professional Services Fee

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

*Hourly Not-To-Exceed Components*

| <u>Task</u>   | <u>Labor Fee</u>    |
|---|---------------------|
| Mechanical Constr. Phase Services (See Exhibit C for breakdown) | <u>\$25,580</u>     |
| <br>Project Total   | <br><u>\$25,580</u> |

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

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

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

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

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

Joseph E. Flescher, Chairman

Print Name: Brian Good, P.E.

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