AGREEMENT FOR PROFESSIONAL SERVICES FOR WATER PLANT AND WATER RESOURCES ENGINEERING SERVICES RFQ2019070
WORK ORDER #6 Amendment #2

Indian River County Department of Utility Services
South Oslo WTP Improvements Construction Phase Services Amendment

This Work Order Number 6 Amendment #2 is entered into as of this ___ day of _____, 202_, pursuant to that certain AGREEMENT FOR PROFESSIONAL SERVICES FOR WATER PLANT AND WATER RESOURCES ENGINEERING SERVICES RFQ2019070 entered into as of this 5th day of November, 2019 (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").

The COUNTY has selected the Consultant to perform the professional services set forth on Exhibit A (Scope of Work), attached to this Work Order 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), attached to this Work Order and made a part hereof by this reference. The Consultant will perform the professional services within the timeframe more particularly set forth in Exhibit C (Time Schedule), attached to this Work Order and made a part hereof by this reference all in accordance with the terms and provisions set forth in the Agreement. 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:

By: _____

Print Name: Jason Lee

Title: Vice President

BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY

By: _____
, Chairman

BCC Approved Date: _____

Attest: , Clerk of Court and Comptroller

By: _____
, Deputy Clerk

Approved: _____
, County Administrator

Approved as to form and legal sufficiency: _____
, County Attorney

EXHIBIT #A

South Oslo Rd Water Treatment Plant Improvements

Construction Phase Services

Work Order No. 6 Amendment #2

PROJECT UNDERSTANDING

TLC Diversified, Inc. is the general contractor for the South Oslo Road Water Treatment Plant (WTP) Improvements project. Throughout the course of the project, TLC had incurred significant delays due to COVID supply chain issues and owner requested change orders that resulted in additional work for TLC to complete as part of the project. At the request of the Owner, TLC prepared an updated schedule and time extension request to complete the remaining work in their contract. In November 2023, TLC submitted this schedule and time extension request that yielded a substantial completion date of March 15, 2024 and a final completion date of May 17, 2024. This time extension was awarded by Indian River County Department of Utility Services (IRCDUS). Since the initial time extension was provided by IRCDUS, TLC had incurred further delays extended beyond the dates agreed upon to complete the work. In March 2024, TLC submitted a revised schedule that showed them completing the work in August 2024, approximately two and a half months after the current final completion date. TLC has worked with IRCDUS to implement improvements to fast-track schedule and does not anticipate further delays in work without being assessed Liquidated Damages as outlined in the construction contract.

Due to the extension of the construction schedule, the Consultant anticipates additional effort to serve as the Owner's representative through project completion. This project extension will result in additional time and effort by Consultant. This amendment presents the additional services requested by Indian River County Department of Utility Services (IRCDUS) of the Consultant for additional construction phase services through project completion.

SCOPE OF SERVICES

TASK 1 – CONSTRUCTION PHASE SERVICES - AMENDED

Consultant will provide additional construction phase services for this project consisting of;

- coordination and progress meeting attendance, and preparation of meeting minutes
- construction observations, including inspector and engineer observations

Consultant anticipates an additional five (5) progress meetings will be held through project completion. Consultant will prepare meeting agenda for each progress meeting and within one week of each respective progress meeting, Consultant will prepare and distribute meeting minutes that summarize the major discussion topics from the meeting.

Consultant will provide additional on-site construction observation services during the construction phase. The project schedule is anticipated to extend by two and a half (2.5) months based on Contractor's latest schedule submittal. Consultant assumes this 2.5-month period of construction will require approximately three to four (3 - 4) visits per week per month to observe the work for conformance with the Contract Documents. Consultant anticipates an additional thirty (30) site visits will also be required. Such visits and observations by the Consultant representative 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 Consultant representative's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant's representative will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Owner informed of the general progress of the Work.

Consultant's inspector will prepare field reports of each site visit describing observations witnessed during site visits. Consultant will prepare field reports for the additional thirty (30) site visits performed through project completion.

The purpose of Consultant representative's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement, and to provide the OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.

Consultant will recommend to the Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

TASK 2 – PROGRAMMING AND INTEGRATION – NO CHANGES

TIME SCHEDULE

Consultant's original proposal anticipated construction duration of twenty-four (24) months will be required. Amendment 1 assumed a revised final completion date of May 17, 2024. This Amendment 2 assumes a final completion date of August 2024. The updated construction duration is thirty-seven (37) months.

FEE SCHEDULE

We will provide these services in accordance with our Agreement for Professional Services for Water Plant and Water Resources Engineering Services – RFQ 2019070, dated November 5, 2019, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and Kimley-Horn and Associates, Inc., ("Consultant").

The Consultant will provide professional services on a lump sum fee basis as follows:

Task No.	Task	WO #6 (Previously Authorized)	Amendment 1	**Amendment 2**	Revised Total
Task 1	Construction Phase Services	$865,774	$263,133	**$51,359**	$1,180,266
Task 2	Programming and Integration	$356,772	$0	**$0**	$356,772
	Total Lump Sum Fee	$1,222,546	$263,133	**$51,359**	$1,537,038

ADDITIONAL SERVICES

The following services are not included in the Scope of Services for this project but may be required depending on circumstances that may arise during the execution of this project. Additional services include, but may not be limited to the following:

- Construction phase services beyond what is described herein
- Re-design or integration beyond what is described herein

ESTIMATE FOR ENGINEERING SERVICES

PROJECT: IRC Oslo WTP CPS - Amendment 2
CLIENT: Indian River County Utilities
ESTIMATOR: NB

DESCRIPTION:		DIRECT LABOR (MAN-HOURS)												
		MDM/TJ	NB		BK		JF				Dir Exp	WORK ORDER 6	AMENDMENT 1	**AMENDMENT 2**
	IRCU Oslo WTP CPS Amendment 2		SEN	REG	PROF	PROF	DESIGN	SEN	SUPP	EXP	4.6%	TOTAL	TOTAL	**TOTAL**
		PRINC	PROF	PROF	2	1	INSP	SUPP	STAFF	SUB				
NO.	TASK													
1	**CONSTRUCTION PHASE SERVICES**													
	Site Visits (up to 250)	60	60	1040		600	1600			$2,400	$21,073	$481,572.60		
	Amendment 1: 100 Site Visits & Field Reports	12	80		100		600				$4,983		$113,299	
	Amendment 2: 30 Site Visits and Field Reports		**30**		**90**		**210**				**$2,041**			**$46,411**
	Progress Meetings (30)	48		60		30			48		$1,275	$25,718.57		
	Amendment 1: 20 progress meetings	12	40		40		40				$1,004		$22,840	
	Amendment 2: 5 progress meetings		**10**		**10**		**10**				**$218**			**$4,948**
	Clarifications, Recommendations, Substitutes	40	40	60		40	60		24		$1,910	$34,310.47		
	Shop Drawing Review (x 150 w/ 1 resubmittal each)	40		300		300			240		$4,896	$95,016.24		
	Amendment 1: 10 shop drawings		20		40		20				$553		$12,573	
	Review Payment Applications and Change Order Requests	20		60					30		$753	$15,093.48		
	Amendment 1: Pay Application Review (x4)		8		16		20		6		$309		$7,025	
	Start-up & Witness Testing (x 20 days)	60	60	240		120					$3,629	$82,529.40		
	Substantial Completion Site Visit Punchlist	12		40		40	60		24		$1,047	$14,683.33		
	Final Completion	4		12		20	20		4		$361	$5,428.64		
	Review record drawings and O&Ms	8		30		60			24		$686	$13,970.14		
	Amendment 1: AutoCAD Record Drawings		12		60	80					$880		$20,000	
	Submit Construction Completion Certifications (FDEP)	8	12	20		40			12		$596	$12,740.16		
	Attend FDEP Project Walkthrough & Prep	8		12		16			8		$283	$5,882.62		
	Permitting (site plan admin approval)	4		12					8		$157	$3,024.95		
	Admin (invoicing, reports,etc.)			24				24			$287	$6,527.04		
	Amendment 1: Admin for 10 more months		20						40		$328		$7,448	
	C&W - Electrical	8	12	20		40			6	$56,555	$577	$69,276.39		
	Amendment 1: C&W Time & Effort (see sub proposal)		10						12	$22,265	$139		$25,420	
	Amendment 1: Davis-Bacon Wage Review		18		50		30				$649		$14,759	
	Amendment 1: Davis-Bacon Interviews		4		80		20				$627		$14,247	
	Amendment 1 Asset List		30		100		40				$1,122		$25,522	
2	**PROGRAMMING AND INTEGRATION**													
	CSD	24		40		60			12	$343,440	$900	$356,772.13		
	TOTAL HOURS	368	466	1970	586	1446	2730	24	498	424660	$51,282	**$1,222,546**	**$263,133**	**$51,359**
	LABOR ($/HOUR)	243	220	158	128	110	125	102	68		$0	$0		