

**WORK ORDER \_\_\_\_**

This Work Order Number \_\_\_\_ is entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, pursuant to that certain Continuing Contract Agreement, dated May 2, 2023 (referred to as the "Agreement"), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and \_\_\_\_\_ ("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 mutually agreed upon lump sum or maximum amount not-to-exceed professional fee. Any additional costs must be approved in writing, and at a rate not to exceed the prices set forth in Exhibit B (Rate Schedule) of the Agreement, made a part hereof by this reference. The Consultant will perform the professional services within the timeframe more particularly set forth in Exhibit A (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: \_\_\_\_\_

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

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

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

Susan Adams, Chairman

BCC Approval Date: \_\_\_\_\_

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

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

Deputy Clerk

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

John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency:

\_\_\_\_\_  
K. Keith Jackman, Assistant County Attorney

## **EXHIBIT #A**

### **PROJECT ID 13.23.538**

### **Indian River County Department of Utility Services Gifford Elevated Water Tank Modification and Rehabilitation**

## **PROJECT UNDERSTANDING**

Indian River County Department of Utility Services (IRCDUS) owns and operates the Gifford Elevated Water Tank located at 4690 28<sup>th</sup> Ct, Vero Beach, FL 32967.

The following information is currently provided on the existing tank structure:

- Beindorf and Associates / Sverdrup & Parcel and Associates mechanical drawings dated 10/10/1977
- Kimley-Horn condition assessment report, Job #KHRAL-17338, dated 06/10/2022
- Kimley-Horn structural mapping report, Job #KHRAL-17339, dated 07/25/2022
- Kimley-Horn “As-Is” structural analysis report, Job #KHRAL-17341, dated 06/30/2022

IRCDUS is looking to evaluate the water tank structure in order to verify if it is sufficient to support the proposed loading by multiple telecommunication carriers (Verizon, T-Mobile, and Metro PCS). Refer to “Scope of Services” section for a detailed list of services proposed.

## **SCOPE OF SERVICES**

### **TASK 1 – Structural Analysis Report**

Kimley-Horn will perform a structural analysis of the water tank structure in general accordance with Florida Building Code 7<sup>th</sup> Edition (2020) and American Water Works Association (AWWA) D100-21. The purpose of the structural analysis is to determine the adequacy of the structure to support existing and proposed loading by multiple telecommunication carriers (Verizon, T-Mobile, and Metro PCS).

Kimley-Horn will identify which components of the structure, if any, will require reinforcements or modifications in order to support the proposed loading in conformance with applicable codes.

The analysis report will only evaluate the primary latticed structural elements such as the columns, sway rods, and horizontals. Evaluation of the tank shell, catwalk, and carrier mounts will not be included.

## **Task 2 – Structural Analysis Report with Modifications**

Based on the overstressed structural components identified per the analysis report per Task 1, Kimley-Horn will perform a supplemental structural analysis of the water tank structure in general accordance with Florida Building Code 7<sup>th</sup> Edition (2020) and American Water Works Association (AWWA) D100-21. The purpose of the structural analysis is to determine the adequacy of the structure to support existing and proposed loading by multiple telecommunication carriers (Verizon, T-Mobile, and Metro PCS), including proposed structural modifications required to meet referenced code requirements.

The analysis report will only evaluate the primary latticed structural elements such as the columns, sway rods, and horizontals. Evaluation of the tank shell, catwalk, and carrier mounts will not be included.

## **Task 3 – Modification Design Drawings**

Kimley-Horn will produce a structural modification drawing package detailing the reinforcements and modifications required to bring the elevated water tank structure into compliance with the Florida Building Code 7<sup>th</sup> Edition (2020) and American Water Works Association (AWWA) D100-21.

In addition to modifications required to address overstressed structural components, the drawings will also detail reinforcements required to address critically deficient structural components identified in the Kimley-Horn condition assessment report dated 06/10/2022.

The modification drawings will only address modifications required for the primary latticed structural elements such as the columns, sway rods, and horizontals. Evaluation of the tank shell, catwalk, and carrier mounts will not be included.

## **Task 4 – Bidding Assistance**

Consultant will attend one prebid meeting with the Owner.

Consultant will coordinate with IRCDUS staff and IRC purchasing department to assist with project advertisement. Consultant will respond to up to two (2) addenda.

Consultant will review bids from Contractors and prepare a letter for IRCDUS that identifies the lowest, most responsible, most responsive bidder.

## **Task 5 – Construction Phase Assistance**

Consultant will attend pre-work meeting with Contractor. Consultant will prepare meeting minutes and distribute to project team.

Consultant will review Contractor furnished shop drawings. This scope assumes that up to six (6) shop drawing submittals will be required as part of the proposed work.

Consultant will review Contractor Applications for Payment. Consultant will make recommendations to Owner with respect to payment based on Consultant's observations and overall progress of the work. Consultant assumes four (4) payment application reviews will be required.

Consultant will provide on-site construction observation services during the construction phase. Consultant will periodically visit the site during the expected 12-week construction duration in order to observe the progress of the Work (up to 4 total site visits). Such visits and observations by Consultant 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's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep IRCDUS informed of the general progress of the Work.

The purpose of our site visits will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide the IRCDUS 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 we 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. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Once the Contractor considers the work to be substantially complete, Consultant will attend one (1) punch list walk through with the Contractor and Owner. Consultant will furnish "punch list" that identifies the remaining work to complete the project.

Upon completion of punch list, Consultant will perform a final site visit. Consultant will review Contractor furnished closeout documentation and if applicable, make recommendation for final payment and project closeout.

## SCHEDULE

Consultant will complete these tasks in a timely manner and mutually agreed upon schedule. The following schedule for each task is estimated below. Actual schedule may vary based on coordination with the client.

Task 1:	2 weeks following NTP
Task 2:	2 – 3 weeks following Task 1
Task 3:	2 – 3 weeks (in conjunction with Task 2)
Task 4:	1-2 Months
Task 5:	4 Months
<b>Total:</b>	<b>6 - 8 Months</b>

## FEE SCHEDULE

We will provide these services in accordance with the Continuing Contract Agreement for Consulting Engineering Services #2023015 dated May 2<sup>nd</sup>, 2023, 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 for a lump sum fee as follows:

Task 1: Structural Analysis Report	\$ 8,703
Task 2: Structural Analysis Report w/ Modifications	\$ 6,569
Task 3: Modification Design Drawings	\$ 12,803
Task 4: Bidding Assistance	\$ 6,977
Task 5: Construction Phase Assistance	\$ 30,344
<b>Total Tasks 1-5:</b>	<b>\$ 65,396</b>

## ADDITIONAL SERVICES

The following services can be provided as additional services under separate future task order:

- Carrier Mount Analysis Reports
- Corral Design Drawings
- Geotechnical Investigations
- Foundation Investigations

## INFORMATION PROVIDED BY OWNER

- Record drawings
- Existing telecommunication equipment information
- Site access information

**ESTIMATE FOR ENGINEERING SERVICES**

PROJECT: Gifford Water Tank Modification	SHEET 1 OF 1
CLIENT: Indian River County Utilities	FILE NO: NA
ESTIMATOR: MRD	DATE: 11/27/2023

DESCRIPTION:	DIRECT LABOR (MAN-HOURS)							Dir Exp 4.6%	LINE TOTAL
	PRINC	SEN PROF	REG PROF	DES/ P2	CLK P1	EXP SUB	EXP SUB		
NO.	TASK								
<b>1</b>	<b>Structural Analysis Report</b>								
	Structural Analysis Engineering		20	8		6		\$316	\$7,196
	Structural Report Summary + QC		6					\$66	\$1,506
<b>2</b>	<b>Structural Analysis Report w/ Modifications</b>								
	Modification Design Engineering		16	8				\$245	\$5,565
	Modification Report Summary + QC		4					\$44	\$1,004
<b>3</b>	<b>Modification Design Drawings</b>								
	Modification Design Drawings		32	12	12			\$538	\$12,238
	Drawing QC Review	2						\$25	\$565
<b>4</b>	<b>Bidding Assistance</b>								
	Price proposal/bid review recommendation		2	4	4			\$84	\$1,904
	Prebid Meeting		2	6	6			\$115	\$2,605
	Response to Bidder questions/Issue Addenda		2	4	4			\$84	\$1,904
	QA/QC	2						\$25	\$565
<b>5</b>	<b>Construction Phase Assistance</b>								
	Pre-work meeting			6	6			\$92	\$2,102
	Shop Drawing Review (x6)		2	8	10			\$159	\$3,619
	Pay apps (x4)		4	8				\$112	\$2,552
	Site Visits (x4)		20	28	28			\$652	\$14,832
	Punch Walk			6	6			\$92	\$2,102
	Punch List			2	2			\$31	\$701
	Final site visit & Project Closeout	2	2	8	8			\$170	\$3,870
	QA/QC	2						\$25	\$565
	<b>TOTAL HOURS</b>	<b>8</b>	<b>112</b>	<b>108</b>	<b>86</b>	<b>6</b>	<b>0</b>	<b>\$0</b>	<b>\$66,396</b>
	<b>LABOR (\$/HOUR)</b>	<b>270</b>	<b>240</b>	<b>185</b>	<b>150</b>	<b>100</b>	<b>25</b>	<b>\$0</b>	<b>\$0</b>
	<b>SUBTOTAL</b>	<b>2,180</b>	<b>26,880</b>	<b>19,980</b>	<b>12,900</b>	<b>600</b>	<b>0</b>	<b>\$0</b>	<b>\$66,396</b>