

AMENDMENT TO WORK ORDER FOR
Gifford Elevated Water Tank Modification and Rehabilitation

(Project Name)

This Amendment 2 to Work Order Number 6 is entered into as of _____, pursuant to that certain Continuing Contract Agreement, dated May 2, 2023, ("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 6, with an Effective Date of December 12, 2023.
2. The COUNTY and the Consultant desire to amend this Work Order as set forth on Exhibit A (Modification to Scope of Work), attached to this Amendment and made part hereof by this reference. The professional services will be performed by the Consultant within the timeframe set forth in the Work Order, or as amended in Exhibit A, 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 modified 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 as of the date first written above.

CONSULTANT:

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

By: _____



Jason Lee, P.E.

By: _____

Joseph E. Flescher, Chairman

Print Name: _____

Title: _____

Vice President

BCC Approved Date: _____

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

By: _____

Deputy Clerk

Approved: _____

John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency: _____

Christopher A. Hicks, Asst. County Attorney

Scope, thresholds and amendment number confirmed by: _____

Purchasing

EXHIBIT #A

PROJECT ID 13.23.538

Indian River County Department of Utility Services
Amendment 2 for Work Order 6
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 28th Ct, Vero Beach, FL 32967.

In 2024 IRCDUS publicly advertised the Gifford Elevated Water Tank Improvements project under IRCDUS Project No. 13.23.538. The scope of this project included two phases. Phase 1 included structural improvements to rehabilitate the tank. Phase 2 included sandblasting and coating of the tank. IRCDUS recently completed the construction of Phase 1 of the Gifford Elevated Water Tank Improvements. IRCDUS did not elect to award Phase 2 of the project in 2024 since a corral was desired to be constructed at the top of the tank before this second phase could commence. Since that time, IRCDUS no longer desires to construct a corral on the tank, and instead IRCDUS will rebid Phase 2 of the Gifford Elevated Water Tank Improvements. This scope of services includes limited bid phase and construction phase services associated with the Phase 2 Improvements.

SCOPE OF SERVICES

Task 1 – Bidding Assistance

Consultant will review bid document front ends provided by IRCDUS.

Consultant will revise the construction drawings and technical specifications from IRCDUS project no. 13.23.538 to be applicable to Phase 2 of the improvements only.

Consultant will attend one pre-bid 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 one (1) addendum.

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

Task 2 – Construction Phase Assistance

Consultant will attend pre-work meeting with Contractor. Consultant will prepare meeting minutes and distribute to project team. Consultant will attend up to two virtual progress meetings during construction.

Consultant will review Contractor furnished shop drawings, which may include product specifications for materials required for construction. This scope assumes that up to three (3) shop drawing submittals will be required as part of the proposed work: hurricane preparedness plan, schedule of values/schedule/earned value schedule, coating schedule.

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 two (2) payment application reviews will be required.

Consultant will provide on-site construction observation services during the construction phase. Consultant will attend one site visit during the expected 8-week construction duration in order to observe the progress of the Work. Such visits and observations by the 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 their work in accordance with the Contract Documents.

Once the Contractor considers the work to be substantially complete, and in addition to the (1) site visit, the Consultant will attend one (1) additional 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.

SCHEUDLE

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:	1-2 Months
<u>Task 2:</u>	<u>2 Months</u>
Total:	3 - 5 Months

FEE SCHEUDLE

We will provide these services in accordance with the Continuing Contract Agreement for Consulting Engineering Services #2023015 dated May 2nd, 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: Bidding Assistance	\$ 5,277.07
<u>Task 2: Construction Phase Assistance</u>	<u>\$ 10,773.80</u>
Total Tasks 1-2:	\$ 16,050.87

ADDITIONAL SERVICES

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

- Sandblasting of the tank may expose further structural issues that were not identified in Phase 1 of the Gifford Elevated Water Tank Improvements. If additional issues are discovered in construction, additional engineering design can be provided as an additional service.
- Construction Permitting

INFORMATION PROVIDED BY OWNER

- Site access information
- Water tank coating specifications

ESTIMATE FOR ENGINEERING SERVICES

PROJECT: Gifford Water Tank Phase 2	SHEET 1 OF 1
CLIENT: Indian River County Department of Utility Services	FILE NO. N/A
ESTIMATOR: MRD	DATE: 6/19/2025

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								
1	Bidding Assistance								
	Price proposal/bid review recommendation	1	2					\$28.06	\$638.06
	Bid front end review	1	2					\$28.06	\$638.06
	Technical specifications and drawings	3	3	3				\$79.35	\$1,804.35
	Prebid Meeting	1	6					\$62.10	\$1,412.10
	Response to Bidder questions/Issue Addenda	2						\$22.08	\$502.08
	QA/QC	1						\$12.42	\$282.42
2	Construction Phase Assistance								
	Pre-work meeting	6						\$66.24	\$1,506.24
	Virtual Progress Meetings (x2)	2	2					\$39.10	\$889.10
	Shop Drawing Review (x3)	3	1					\$41.63	\$946.63
	Pay apps (x2)	1	3					\$36.57	\$831.57
	Site Visits (x1)	6						\$66.24	\$1,506.24
	Punch Walk	6						\$66.24	\$1,506.24
	Final site visit & Project Closeout	2	8	8				\$145.36	\$3,305.36
	QA/QC	1						\$12.42	\$282.42
	TOTAL HOURS	2	34	27	11	0	0	\$0	\$705.87
	LABOR (\$/HOUR)	270	240	185	150	100	25		\$0.00
	SUBTOTAL	540	8,160	4,995	1,650	0	0	\$0	\$15,345.00
									\$16,050.87