

INDIAN RIVER COUNTY
66th Avenue Phase 1B Construction Phase Services
Project Number: IRC-1505

AMENDMENT NO. 9 TO THE PROFESSIONAL ENGINEERING/LAND SURVEYING SERVICES AGREEMENT BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. AND INDIAN RIVER COUNTY, FLORIDA.

This is an amendment to the existing Engineering/Land Surveying Services Agreement (AGREEMENT) dated February 22nd, 2005 between Kimley-Horn and Associates, Inc. (ENGINEER) and Indian River County (COUNTY). This amendment addresses changes in “Section III – Scope of Services”, “Section V – Compensation” and “Section XVI – Duration of Agreement” of the AGREEMENT.

Amendment Description

“SECTION III – SCOPE OF SERVICES” is being modified to incorporate the following:

Task 1 - Construction Phase Services

The ENGINEER will provide professional construction phase assistance as specifically stated below:

1. *Pre-Bid Meeting.* The ENGINEER will attend the pre-bid meeting to assist the COUNTY in describing the scope of work contained with the construction documents. The ENGINEER shall provide oral and/or written clarifications to questions presented relative to the scope of work identified within the construction documents.
2. *Clarifications and Interpretations.* The ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the COUNTY as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the COUNTY.
3. *Change Orders.* The ENGINEER may recommend Change Orders to the COUNTY and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

4. *Shop Drawings and Samples.* The ENGINEER 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, sequences, schedules, or procedures of construction or to related safety precautions and programs. Shop drawings, samples or certifications are anticipated to be submitted related to the following:
 - Roadway and Drainage elements
 - Bridge Structure elements (61st Street and 65th Street)
 - Signalization elements (57th Street and 69th Street)
 - Signing and Marking elements
 - Landscape and Irrigation elements
5. *Applications for Payment.* All applications for payment will be reviewed and approved by the COUNTY.
6. *Final Notice of Acceptability of the Work.* The County will be responsible for project acceptance, as-built drawing review and permit certifications.
7. *Limitation of Responsibilities.* The ENGINEER 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 ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.
8. *Record Drawing Review and Permit Certification.* The ENGINEER will review the Record Drawings as submitted by the Contractor. Based upon receiving acceptable Record Drawings from the Contractor, the ENGINEER will prepare and submit certifications to the following jurisdictional agencies:
 - Indian River County
 - St. Johns River Water Management District
 - Indian River Farms Water Control District
 - U.S. Army Corps of Engineers
9. *Final Notice of Acceptability of the Work.* The ENGINEER will, promptly after notice from Contractor that it considers the entire Work ready for its intended

use, in company with the 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. The ENGINEER 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 so that the PROFESSIONAL may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Task 2 - Right-of-Way Acquisition Support

The ENGINEER will provide support to the COUNTY and its consultant relative to the evaluation and preparation of proposed right-of-way acquisition appraisals. In addition, the ENGINEER will develop a Cure Plan associated with Parcel 316, to assist in remediating improvements constructed within the parcel following construction plan development.

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:

A. Professional Services Fee

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

Cost Plus Max

<u>Task</u>	<u>Labor Fee</u>
Task 1 - Construction Phase Services	\$ 177,980

Lump Sum

<u>Task</u>	
Task 2 - Right-of-Way Acquisition Support	\$ 38,940

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EXHIBIT C – TIME SCHEDULE

Upon authorization to proceed by the COUNTY, the services identified above are anticipated to extend through the duration of project construction, which is estimated to be approximately 24 months.

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The AGREEMENT is hereby amended as specifically set forth herein. All other sections of the AGREEMENT shall remain in full force and effect and are incorporated herein.

This Amendment No. 9 to the AGREEMENT regardless of where executed, shall be governed by and construed by the laws of the State of Florida.

In witness whereof the parties have executed this Amendment this ____ day of _____, 2021.

CONSULTANT:
KIMLEY-HORN AND ASSOCIATES,
INC.

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

By: _____
Brian Good, P.E.

By: _____
Joseph E. Flescher, Chairman

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

Summary

Project Name
Task Summary

66th Avenue Phase 1B - Post Design Services
Manhours for project

<i>Task</i>	<i>Principal</i> \$230	<i>Senior Professional</i> \$175	<i>Registered Professional</i> \$140	<i>Professional II</i> \$120	<i>Professional I</i> \$105	<i>Support Staff</i> \$60	<i>Remarks</i>
Post Design Services	188	396	200	267	0	90	
R/W Acquisition Support	30	60	54	60	60	8	
Total Hours =	218	456	254	327	60	98	
Labor Fee =	\$50,140	\$79,800	\$35,560	\$39,240	\$6,300	\$5,880	
Total Labor Fee =	\$216,920						

Post Design Services

Activity: Post Design Services

Task	Principal	Senior Professional	Registered Professional	Professional II	Professional I	Support Staff	Remarks
Contract File		4				4	
Pre-Bid Meeting & Responses	8	8		12		6	
Request for Information	20	100	120	80		16	
Shop Drawing Review							
Roadway & Drainage Elements	20	60		40		4	
Bridge Structures Elements	80			40		4	
Signalization Elements	10	30		20		4	
Signing & Marking Elements		20		10		4	
Landscape & Irrigation Elements		30		15		4	
Project Coordination	10	30	80	50		22	- 8 hrs/month for 24 months
Project Certifications							
County	40	40				8	
SJRWMD		20				4	
IRFWCD		40				8	
USACOE		8				2	
Project Management		6					
Subtotal	188	396	200	267	0	90	

RW Acquisition Support

Activity: RW Acquisition Support

Task	Principal QA/QC	Senior Professional	Registered Professional	Professional II	Professional I	Support Staff	Remarks
Appraisal Support		40		60		4	Parcels 303, 304, 313, 317
Cure Plan Development (Parcel 316)							
Survey Data			2		16		
Cure Plan		4	40		40		
Opinion of Probable Cost			12		4		
Coordination	30	10				4	
Project Management		6					
Subtotal	30	60	54	60	60	8	