

WORK ORDER NUMBER 49
INDIAN RIVER BOULEVARD PEDESTRIAN & BICYCLE
ACCESS IMPROVEMENT PROJECT
Project Number: IRC-1817

This Work Order Number 49 is entered into as of this ___ day of _____, 2022, pursuant to that certain Continuing Consulting Engineering Services Agreement for Professional Services entered into as of this 17th day of April, 2018 (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.

EXHIBIT A – SCOPE OF WORK

The COUNTY desires to retain Consultant services to develop construction documents and obtain jurisdictional approvals to improve Indian River Boulevard between U.S. Highway 1 to 17th Street to provide dedicated bicycle lanes, pedestrian facilities, and roadway resurfacing for the approximately 1.75-mile corridor. Pavement rehabilitation will be achieved by using milling and resurfacing of the existing pavement section materials and constructing a surface course consisting of superpave asphaltic concrete. In addition, fiber optic communication infrastructure will be included along the entire corridor improvement.

The County agrees to provide the design topographic corridor survey and geotechnical investigation necessary to design the contemplated improvements.

A. Roadway Plans:

Roadway set of plans shall consist of the following:

	40%	80%	100%
Cover Sheet	P	S	F
Summary of Pay Items	P	S	F
Drainage Maps	P	S	F
Typical Sections	P	S	F
Summary of Quantities & General Notes	P	S	F
Project Layout	P	S	F
Plan and Profile Sheets (40 scale)	P	S	F
Special Details	P	S	F
Roadway Soil Survey	P	S	F
Cross Sections at 100 ft intervals	P	S	F
Stormwater Pollution Prevention Plans	P	S	F
Signing & Pavement Marking Plans (40 scale double plan)	P	S	F
Signalization Plans		S	F
Construction Cost Estimate and Quantities	P	S	F

Notes: (P)-Preliminary, (S)-Substantially Complete, (F)-Final

The final design plans will be prepared in accordance with the Indian River County and Florida Department of Transportation (FDOT) standards to provide all elements necessary to accommodate the scope of work. This effort will include at a minimum; Key Sheet, Typical Section Sheet, General Notes Sheet, Plan and Profile Sheets, Cross Section Sheets, Erosion Control Sheets, Opinion of Probable Construction Cost and other detail sheets as necessary to produce the construction bid plans.

The following additional data shall be utilized for development of the plans:

1. The roadway plans sheets will be drawn at a scale of 1" = 40' prepared on 11" x 17" sheets.
2. Plan sheets shall depict existing right-of-way, section lines, property lines, temporary construction easements, and centerline of construction. Horizontal control points with state plane coordinates for all PC's, PT's, curve radius, curve length and horizontal PI's shall be included on the Plan or summarized in an alignment table.
3. Signing and Pavement Markings will be included within the Construction Documents. All signing and pavement markings are to be prepared in accordance

with the latest design standards and practices (MUTCD), FDOT Standard Specifications, Indexes, and COUNTY standards.

4. Plans shall include spot grades adequate to describe any proposed grading.
5. Match lines shall not be located within the limits of an intersection.
6. If applicable, soil boring information shall be plotted on cross sections with soil classification and high season water table.
7. All quantities shall reference FDOT Pay Item Numbers.
8. All details shall reference FDOT Index Numbers, where applicable.
9. All specifications shall reference the FDOT Specifications for Road and Bridge Construction. Any deviations or special specifications not included in FDOT Specifications will be provided in the Technical Specifications.
10. Initial (40% completion), interim (80% completion) and Final Plan (100% completion) Submittal shall include the following:
 - i. Three (3) Sets Plans.
 - ii. One (1) Opinion of Probable Construction Cost
 - iii. One (1) CD with drawings in PDF format.

The Consultant will be responsible for producing an opinion of probable cost (OPC) estimate and reviewing and updating the OPC when scope changes occur and/or at designated milestones of the project. A Summary of Pay Items sheet shall be prepared with all required Initial (40%), Interim (80%) and Final Plan (100%) submittals. The Final Plans will be provided signed and sealed. The plans will be prepared based upon English units. The design will be conducted in MicroStation and Geopak. The Final Plans will be provided in Autodesk Civil 3D format.

B. Drainage Design and Permitting:

The Consultant will perform drainage investigations and analysis necessary to prepare a design which will drain the project in accordance with the COUNTY, St. Johns River Florida Water Management District (SJRWMD), Florida Department of Transportation (FDOT) and U.S. Army Corps of Engineers (ACOE) design criteria.

1. The Consultant will submit permit applications to the SJRWMD and ACOE to support the proposed improvements.

2. The Consultant will submit the construction documents and project information necessary to support the County in the FDOT Small County Outreach Program (SCOP) review.
3. A Stormwater Pollution Prevention Plan (SW3P) will be developed in conjunction with this project. The site specific SW3P is a requirement of both the EPA National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges from Construction Activities, and the FDEP Generic Permit for Stormwater Discharges from Construction Activities.
4. All permit fees will be paid directly by the COUNTY and are not included in the lump sum fees.

C. Signing and Pavement Marking Plans:

Signing and Pavement Marking plans shall include: Preparation of the plan layout, key map, quantities (including signing and pavement marking quantity), tabulation of quantities, and detail of major signs. Plans are to be prepared in accordance with the latest design standards and practices (MUTCD), FDOT Standard Specifications, Indexes, and shall be accurate, legible, complete in design and drawn at the same scale as the Roadway Plans, furnished in reproducible form.

D. Signalization Plans:

Traffic signal modification plans will be developed to support the additional pedestrian phase movements associated with the southbound and eastbound approaches to the Indian River Boulevard/ 12th Street intersection. It is understood that the proposed signalization improvements will be designed to meet current IRC and FDOT standards. The plans will include the design and layout of proposed pedestrian signal poles, signal heads, detectors, conduit, and pull boxes.

The plans will include all call outs, controller timing chart, signal head details, controller notes, signal operating plan, and tabulation of quantities. The set of plans will include the following sheets: key sheet; tabulation of quantities; general notes, and plan sheet.

E. Franchise Utility Coordination:

The Consultant will coordinate with franchise utility operators in the vicinity of the project such that the proposed construction activities can be developed to minimize impacts to existing utilities located within the project limits. Franchise utility adjustments, designed by the respective franchise utility operator, will be requested by the Consultant and reflected within the prepared construction documents.

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:

Lump Sum Components

<u>Task</u>	<u>Labor Fee</u>
Roadway Plans	\$ 171,720
Drainage Design and Permitting	\$ 39,660
Signing and Pavement Marking Plans	\$ 21,900
Signalization Plans	\$ 22,300
Franchise Utility Coordination	\$ 13,200
Total Project	<u>\$ 268,780</u>

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EXHIBIT C – TIME SCHEDULE

Upon authorization to proceed by the COUNTY, final design documents are expected to take approximately six (6) months from the Notice to Proceed (NTP).

NTP	contingent upon BOCC approval
Initial Submittal (40% Design Drawings)	4 months following NTP
Interim Submittal (80% Design Drawings)	5 months following NTP
Final Submittal (100% Design Drawings)	6 months following NTP

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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:

**KIMLEY-HORN AND ASSOCIATES,
INC.**

By:



Brian Good, P.E.

Title:

Senior Vice President

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

By:

Peter D. O'Bryan, Chairman

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