

WORK ORDER NUMBER MM-2  
Moorhen Marsh - Structural Construction Phase Services  
Project Number: IRC-1909

This Work Order Number MM-2 is entered into as of this \_\_\_ day of \_\_\_\_\_, 2021, pursuant to that certain Continuing Contract Agreement for Continuing Engineering Services, dated April 17, 2018, renewed and amended as of May 18, 2021. (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. 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

Moorhen Marsh – Structural Construction Phase Services

The COUNTY has designed the Moorhen Marsh Leaps treatment facility in-house and the Consultant has provided structural design services for the structures on the project. The structural services for the revised facility cast-in-place structures were completed under a previous work authorization. The COUNTY is advertising the project and has requested the Consultant to provide Construction Phase Services relating to the structural component of the project. The COUNTY intends to have a full-time construction inspector on site for duration of the construction.

Task 1 – Construction Phase Services

The Consultant will provide professional construction phase services as specifically stated below:

1. *Pre-Construction Meeting.* Consultant will attend a Pre-Construction Meeting prior to commencement of construction activity and respond to requests for clarification submitted by the Contractor.
2. *Visits to Site and Observation of Construction.* Consultant will make up to a total of fourteen (14) visits as directed by COUNTY in order to observe the progress of the work. Eleven (11) of the site visits are anticipated to observe the

reinforcing steel layout for the structures identified below. The Consultant will work with the COUNTY's inspector for the reinforcing steel layout of identical structures. It is anticipated that the COUNTY's Inspector will inspect the reinforcing steel layout for the remaining identical structures and coordinate with the Consultant as needed. For structures where site visits are not indicated below, it is anticipated that the COUNTY's Inspector will be responsible for inspecting the reinforcing steel layout.

Below is a list of structures;

- [(# of Identical Structures) Structure name (# visits anticipated)]
  - (8 wall Pairs) WLS Concrete Ingress/Egress Ramp Walls (1 visit)
  - (8) Structures S8-S15 (1 visit)
  - (8) WLS / Solids Sump wall (1 visit)
  - (8) Discharge Wier Wall (1 visit)
  - (8) Platform Wall (0 visits)
  - (8 Wall Pairs) Discharge/ Reoxygenation Flume Walls (1 visit)
  - (2) Solids Sump Elevated Perimeter Curb (0 visits)
  - (3) Solids Sump Elevated Divider Curb (0 visits)
  - (8) WLS Perimeter Curb (1 visit)
  - (3) WLS Divider Curb (0 visits)
  - (2) Solids Holding Basin Ramp Wall (0 visits)
  - (1) Structure S16 (0 visits)
  - (1) Structure S1 (1 visit)
  - (1) Headworks (4 visits)

Three (3) Site visits are anticipated to observe the pouring, jointing, and curing of the various slabs on grade. The Consultant will work with the COUNTY's inspector for the slab on grade site visit. It is anticipated that the COUNTY's Inspector will observe the remaining slab on grade work and coordinate with the Consultant as needed. No Site visits are anticipated to observe concrete pours. It is anticipated that the COUNTY's inspector will observe the concrete pours and coordinate with the Consultant as needed.

Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on

information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep COUNTY informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

3. *Recommendations with Respect to Defective Work.* Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
4. *Clarifications and Interpretations.* Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by COUNTY.
5. *Change Orders.* Consultant may recommend Change Orders to the COUNTY, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
6. *Shop Drawings and Samples.* Consultant 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, schedules, or procedures of construction or to related safety programs.

Below is a list of anticipated shop drawings;

- Concrete/Material Mix Design
- Bill of Reinforcing (structures listed below)
  - WLS Concrete Ingress/Egress Ramp Walls
  - Structures S8-S15
  - WLS / Solids Sump wall
  - Discharge Wier Wall
  - Platform Wall
  - Discharge/ Reoxygenation Flume Walls
  - Solids Sump Elevated Perimeter Curb
  - Solids Sump Elevated Divider Curb
  - WLS Perimeter Curb
  - WLS Divider Curb
  - Solids Holding Basin Ramp Wall
  - Structure S16
  - Structure S1
  - Headworks
- Metal Fabrications (Grating & Supports)
  - Structure S1
  - Headworks
- Hatch
- Handrail Layout and Connections
- Shoring and Formwork
- Temporary Retaining Wall or cofferdam
- Waterstops (Material and Layout)
- Pouring and Curing Sequence

7. *Substitutes and "or-equal."* Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.

8. *Inspections and Tests.* Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws or the Contract Documents. Consultant's review of certificates will be for the purpose of determining that the results

certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.

9. *Disagreements between COUNTY and Contractor.* Consultant will, if requested by COUNTY, render written decision on all claims of COUNTY and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to COUNTY or Contractor and shall not be liable in connection with any decision rendered in good faith.
10. *Applications for Payment.* The COUNTY will review and approve all applications for payment submitted by the Contractor.
11. *Limitation of Responsibilities.* The Consultant 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 Consultant shall not have the authority or responsibility to stop the work of any Contractor.
12. *Final "Substantial" Completion.* Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with 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.
13. *Final Notice of Acceptability of the Work.* Consultant 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 Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

### Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the COUNTY or the COUNTY's consultants or representatives. The COUNTY shall provide all information requested by the Consultant during the project, including but not limited to the following:

1. Contractors Structural Related RFIs
2. Access to the Construction Site
3. Access to the COUNTY's full-time job site inspector

### 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 and as further described in Exhibit C – Proposed Staff Hours and Fee:

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>
Construction Phase Services (See Exhibit C for breakdown)	\$67,185
Project Total	<u>\$67,185</u>

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first written above.

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

**Indian River County**  
**Moorhen Marsh - Structural Construction Phase Services**  
**EXHIBIT C - PROPOSED STAFF HOURS AND FEE**

TASK	PM / SR PRINCIPAL	SR PROFESSIONAL (ENGINEER)	ANALYST	ADMIN	TOTAL HOURS
	\$250.00	\$185.00	\$125.00	\$75.00	
<b>Task 1 - Construction Phase Services</b>					
Pre Construction Meeting	2.0	4.0			6.0
Shop Drawing Review					0.0
Concrete/Material Mix Design	1.0	2.0	4.0		7.0
Bill of Reinforcing					0.0
WLS Concrete Ingress/Egress Ramp Walls		1.0	6.0		7.0
Structures S8-S15		1.0	4.0		5.0
WLS / Solids Sump wall		2.0	6.0		8.0
Discharge Wier Wall		1.0	6.0		7.0
Platform Wall		1.0	4.0		5.0
Discharge/ Reoxygenation Flume Walls		2.0	6.0		8.0
Solids Sump Elevated Perimeter Curb		1.0	4.0		5.0
Solids Sump Elevated Divider Curb		1.0	4.0		5.0
WLS Perimeter Curb		1.0	2.0		3.0
WLS Divider Curb		1.0	2.0		3.0
Solids Holding Basin Ramp Wall		1.0	4.0		5.0
Structure S16		1.0	4.0		5.0
Structure S1		2.0	6.0		8.0
Headworks		6.0	16.0		22.0
Metal Fabrications (Grating & Supports)					0.0
Structure S1		1.0	4.0		5.0
Headworks		1.0	4.0		5.0
Hatch		1.0	2.0		3.0
Handrail Layout and Connections		3.0	8.0		11.0
Shoring and Formwork (Materials and Loading)		1.0	4.0		5.0
Temporary Retaining Wall or cofferdam	1.0	2.0			3.0
Waterstops (Material and Layout)		2.0	6.0		8.0
Pouring and Curing Sequence		4.0	6.0		10.0
Shop Drawing Resubmittal		8.0	18.0		26.0
Anticipated Site Visits (14 total)					
Rebar Inspections					
(number of Idenical Structures) Structure name (Anticipated # visits)					
(8 wall Pairs) WLS Concrete Ingress/Egress Ramp Walls (1 visit)		9.0			9.0
(8) Structures S8-S15 (1 visits)			9.0		9.0
(8) WLS / Solids Sump wall (1 visit)			9.0		9.0
(8) Discharge Wier Wall (1 visit)		9.0			9.0
(8) Platform Wall (0 visits)					0.0
(8 Wall Pairs) Discharge/ Reoxygenation Flume Walls (1 visits)		9.0			9.0
(2) Solids Sump Elevated Perimeter Curb (0 visits)					0.0
(3) Solids Sump Elevated Divider Curb (0 visits)					0.0
(8) WLS Perimeter Curb (1 visit)			9.0		9.0
(3) WLS Divider Curb (0 visit)					0.0
(2) Solids Holding Basin Ramp Wall (0 visit)					0.0
(1) Structure S16 (0 visits)					0.0
(1) Structure S1 (1 visits)		9.0			9.0
(1) Headworks (4 visits)		36.0			36.0
Slab-on-grade visits (3 visits)		9.0	18.0		27.0
Coordination with County's inspector for rebar insp. and concrete pours when consultant is not present		30.0			
Final Completion	2.0	16.0	8.0		26.0
RFI's	4.0	40.0			44.0
Review AS-Builts		8.0			
<b>Task 2 Total</b>	<b>\$2,500.00</b>	<b>\$41,810.00</b>	<b>\$22,875.00</b>	<b>\$0.00</b>	<b>\$67,185.00</b>
<b>Total</b>					<b>\$67,185.00</b>
				<b>Labor Fee</b>	<b>\$67,185.00</b>