

INDIAN RIVER COUNTY
CONTINUING CONTRACT AGREEMENT FOR
PROFESSIONAL SERVICES

This Work Order Number 14 is entered into as of this ___ day of _____, 2017, pursuant to that certain Continuing Contract Agreement for Professional Services, dated November 15th 2011, and that certain Extension and Amendment of Continuing Contract Agreement for Professional Services entered into as of this 4th day of November, 2014 (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").

EXHIBIT A – SCOPE OF WORK

45th Street Beautification Phase II

The COUNTY desires to continue the pedestrian and beautification improvements along 45th Street, as originally contemplated in the Gifford Neighborhood Plan developed by Gifford residents and Indian River County. The Phase II improvements will incorporate enclosing the existing Indian River Farms Water Control District (IRFWCD) sub-lateral canal located along the south side of 45th Street.

The proposed sub-lateral canal enclosure will begin approximately 625 linear feet east of 43rd Avenue (connecting to the newly installed sub-lateral enclosure culvert recently constructed, by others) and continuing approximately 3,800 linear feet to the IRFWCD Lateral 'H' Canal. The purpose of the sub-lateral canal enclosure is to allow for a 6' pedestrian sidewalk to be constructed along the south side of 45th Street, extending the pedestrian connection along the south side of 45th Street from approximately 43rd Avenue to 28th Court (Gifford Middle School).

In addition, the additional green space created by enclosing the sub-lateral canal will allow for additional landscape improvements to be constructed away from existing utilities and other limiting factors located along the north side of 45th Street.

A. Supplemental Topographic Survey:

The Consultant will provide professional surveying services to supplement the existing 45th Street Topographic Survey prepared by the COUNTY. The topographic design survey will be prepared under the direct supervision of a Professional Surveyor and Mapper registered in the State of Florida, in accordance with the Minimum Technical Standards for surveying in the State of Florida, pursuant to Chapter 5J-17, Florida Administrative Code.

B. Construction Plans:

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. Utility adjustment sheets are not included in this scope of services and will be negotiated, if required, as a separate agreement at the completion of the design phase.
5. Plans shall include spot grades adequate to describe any proposed grading.
6. Match lines shall not be located within the limits of an intersection.

7. If applicable, soil boring information shall be plotted on cross sections with soil classification and high season water table.
8. All quantities shall reference FDOT Pay Item Numbers.
9. All details shall reference FDOT Index Numbers.
10. All specifications shall reference to FDOT Specifications for Road and Bridge Construction. Any deviations are special specifications not included in FDOT Specifications are required in the Technical Specifications.
11. Initial (40% completion), interim (80% completion) and Final Plan (100% completion) Submittal shall include the following:
 - i. Three (3) Sets of Signed and Sealed Plans.
 - ii. One (1) Opinion of Probable Construction Cost
 - iii. One (1) CD with drawings in PDF format.

The plans will be prepared based upon English units. The design will be conducted in MicroStation and Geopak. Final Design files will be provided to the COUNTY in autoCAD format.

C. Drainage Design and Permitting:

1. 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 (SFWMD), IRFWCD and U.S. Army Corps of Engineers (ACOE) design criteria. The work will include the engineering analyses for the following:
 - a. Design of Roadway Ditches
Design roadway conveyance ditches. This includes determining ditch cross sections, grades, selecting suitable channel lining, designing the side drain pipes, and documentation.
 - b. Design of Outfalls
Analyze and document the design of ditch or piped outfalls.
 - c. Drainage Design Documentation Report
Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except those associated with the Pond Siting Analysis Report and Bridge Hydraulics Report.

2. The Consultant will submit a permit applications to the IRFWCD, St. Johns River Water Management District (SJRWMD) and the U.S. Army of Corps Engineers (ACOE) to support the proposed improvements.
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.

D. 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. The Consultant will physically locate subsurface existing franchise utilities that cross the IRFWCD right-of-way to ensure that conflicts with the proposed culvert improvements are avoided.

E. Landscape Plans:

The Consultant will prepare Landscape improvement plans consistent with the Phase II conceptual landscape plan, previously approved by the COUNTY. Final design shall include identifying the species/type, size, location, spacing and quality of all plants. The Landscape Plans will be developed to not require an automated irrigation system.

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>
Supplemental Topographic Survey	\$6,500
Construction Plans	\$46,365
Drainage Design and Permitting	\$22,870
Franchise Utility Coordination	\$2,510
Landscape Plans	\$7,250
Project Total	<u>\$85,495</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)	1 months following NTP
Interim Submittal (80% Design Drawings)	4 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.

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

By:  By: _____
Brian Good, P.E. 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