

Northern Containment Berm Maintenance Evaluation

This Work Order Number 1 is entered into as of this ___ day of _____, 2018, pursuant to 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") and that certain Extension of Continuing Contract Agreement for Professional Services entered into as of this 24th day of October, 2017 (collectively referred to as the "Agreement"), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and Knight McGuire 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 A (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 A (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:
Knight McGuire and Associates, Inc.

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

By: [Signature]

By: _____

Peter D. O'Bryan, Chairman

Title: DAVID KNIGHT, CEO
KNIGHT, MCGUIRE & ASSOC.

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

Knight, McGuire & Associates, Inc.*Consulting Engineers and Planners*

80 Royal Palm Pointe, Suite 401

Vero Beach, Florida 32960

David S. Knight, P.E.
Scott B. McGuire, P.E.Phone: (772) 569-5505
Fax: (772) 569-1455**Indian River County Utilities Department**
Mr. Vincent Burke, Director
1801 27th Street
Vero Beach, FL 32960

January 25, 2018

RE: Spoonbill R.O. Discharge Facility
Northern Containment Berm Maintenance

Mr. Burke,

Based on our discussions, filed observations and initial review of plans, permits, cross sections and conditions related to perimeter containment along the northern mixing basins, Knight, McGuire & Associates, Inc. (KMA) proposes the following scope of work necessary to implement maintenance efforts to reconstruct approximately 1,000 LF of eroded berm elevations to the appropriate functioning conditions (see attached sketch).

Scope of Work**Section I - Submittal**

1. Study available information to define limits of berm maintenance requirements, appropriate safe elevations for current and / or anticipated high water conditions within system, surrounding ground and surface waters. Discuss with Indian River County Utility Department maintenance access needs for operation of facility and any other present or future needs related to the northern perimeter berms.
2. Following review of information KMA will prepare conceptual plan for discussion with Indian River County Utility Department for proposed berm improvements, access and permitting strategy.
3. Upon agreement in concept for scope of physical work and permitting strategy, KMA will prepare the next level of plans with critical performance needs ie. elevations, widths, materials, access road, impacts to wetlands, cross section of berm, plantings, etc. and schedule pre-application (informal) with permitting representative to ensure appropriate and minimized approval requirements. Every effort will be made to minimize the scope of permitting review and by treating the project as a maintenance item.
4. Following initial agency feedback, KMA will prepare and submit formal request of Indian River County Utility Department approved berm improvement plans for agency approvals. KMA will coordinate with Indian River County and appropriate surveyor and biologist as necessary for the project.

Section II - Approvals

5. KMA will address comments from Florida Department of Environmental Protection, Army Corp of Engineers, Indian River County, St. Johns River Water Management District, Florida Department of Transportation or others as appropriate to obtain approval to perform berm maintenance improvements.
6. Communications with adjacent property owner(s) and other commenting entities will be conducted as directed by Indian River County Utility Department (client) only.

Section III – Contract Documents

- 7. Following agency approvals (Florida Department of Environmental Protection, St. Johns River Water Management District, Florida Department of Transportation, Army Corp of Engineers, and Indian River County), KMA will finalize plans and specifications in bid ready format to obtain bids from contractors to permit the work.
- 8. KMA will provide review and summary of contractors' proposals for work to Indian River County Utility Department and support decision for selection of contractor(s).

Section IV - Inspection

- 9. KMA will provide periodic inspections of work to ensure compliance with plans and permits.

Section V - Reimbursables/Additional Work

We have significant survey, environmental and soils information, however, if it is found to be inadequate to prepare plans or address comments, any additional survey, soils or environmental consultation studies or field work will be coordinated with client to obtain on most reasonable time and cost basis for Indian River County. Permit application fees will be paid direct by the county.

Section VI – Deliverables

- 10. 3 Signed sealed copies of construction plans
- 11. Word document of the technical specifications
- 12. Electronic copies (AutoCAD of the construction plans)

Payment

For performing the above scope of work, KMA will be compensated by payment of the following estimated amounts:

<u>Section</u>	<u>Description</u>	<u>Estimated Amount</u>	<u>NTP Time Schedule</u>
I	Submittal	\$12,500	60 days
II	Approval	\$10,000 Time & Materials	120 days
III	Construction Documents	\$ 3,000	30 days
IV	Inspections	\$ 3,000	30 days

Agreement

If the general scope of work, and payment schedule are consistent with your needs a signed copy of this proposal will be considered authorization to proceed. This proposal is not complete without Standard Provisions sheet attached.



Knight, McGuire & Associates, Inc.
David S. Knight, P.E., C.E.O.
Attached: Standard Provisions
 \miscprop\spoonbill berm main ircud 012518

Indian River County
Authorized Representative

Knight, McGuire & Associates, Inc.

Consulting Engineers and Planners

80 Royal Palm Pointe, Suite 401

Vero Beach, Florida 32960

David S. Knight, P.E.
Scott B. McGuire, P.E.

Phone: (772) 569-5505

Fax: (772) 569-1455

Knight, McGuire & Associates, Inc.
Standard Provisions for Professional Services

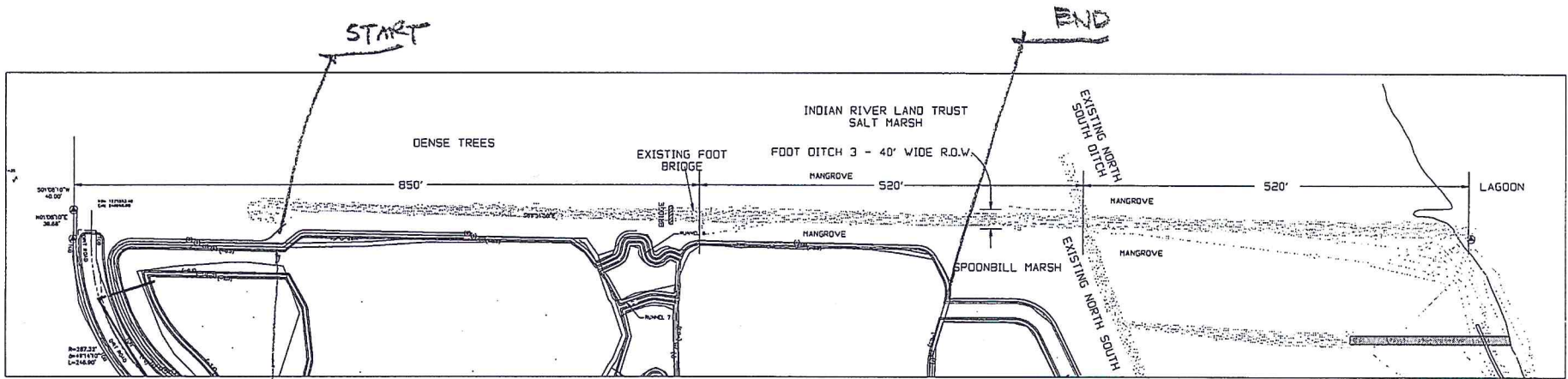
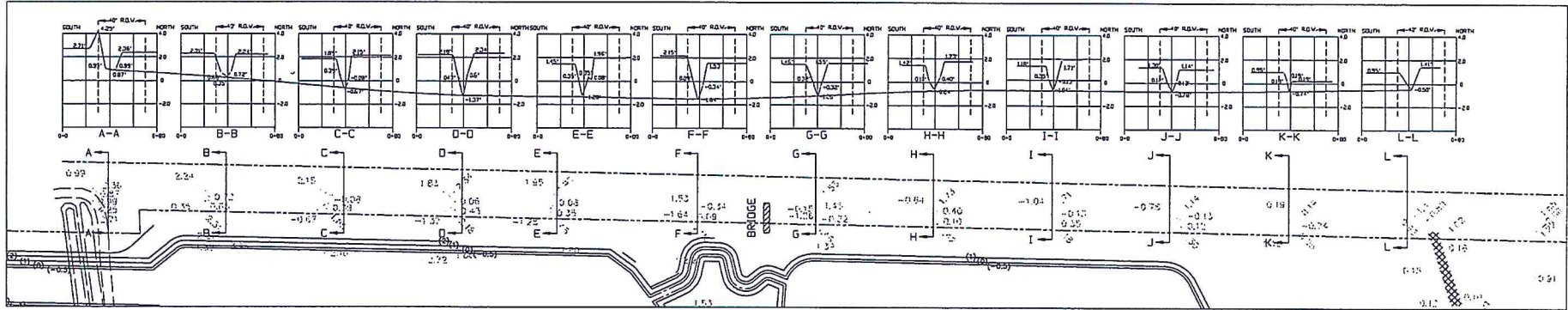
Rate Schedule

Knight, McGuire & Associates, Inc. reserves the right to make adjustments for individuals within these classifications as may be desirable in its opinion by reason of promotion, demotion, or change in wage rates. Such adjustments will be limited to the manner in which charges are computed and billed and will not, unless so stated in writing, affect other terms of an agreement, such as estimated total cost. The following rates will apply to actual time devoted by Knight, McGuire & Associates, Inc. staff to this project computed to the nearest ¼ hour.

<u>Personnel</u>	<u>Hourly Rate</u>	<u>Prints/Copies</u>	<u>Rate</u>
Principal	\$175.00	8 ½" x 11"	.15/Sheet
Senior Engineer	\$125.00	8 ½" x 14"	.18/Sheet
Engineer I	\$110.00	11" x 17"	.20/Sheet
Project Manager	\$110.00	24" x 36"	2.00/Sheet
Engineer II	\$ 90.00	24" x 36" Mylar	10.00/Sheet
Computer Designer	\$ 80.00		
Computer Draftsman	\$ 70.00		
Technician	\$ 60.00		
Inspector	\$ 60.00		
Clerical	\$ 45.00		

Terms

1. **Invoices** – Invoices will be provided on a monthly basis and will be based upon percentage of completion or actual hours, plus expenses in accordance with the Proposal. Payment is due to Knight, McGuire & Associates, Inc. upon receipt of the invoice. Unpaid balances beyond 15 days are subject to interest at the rate of 1.5% per month. This is an annual percentage rate of 18%.
2. **Confidentiality** – Technical and pricing information in this proposal is the confidential and proprietary property of Knight, McGuire & Associates, Inc. and is not to be disclosed or made available to third parties without written consent of Knight, McGuire & Associates, Inc.
3. **Commitments** – Knight, McGuire & Associates, Inc. cannot be liable for schedule of approvals or permits due to the unpredictable nature of jurisdictional agencies processes.
4. **Expenses** – Incidental expenses are reimbursable at cost, plus an administration fee of 10%. These include sub-consultants, application fees, reproduction, postage, graphics, reimbursement of automobile usage at \$.48 per mile, parking and tolls. If it becomes necessary during the course of this project to travel elsewhere, those travel costs will be treated as reimbursable expenses. These expenses will be reflected in the monthly invoices.
5. **Attorney's Fees** – In connection with any litigation arising from the terms of this agreement, the prevailing party shall be entitled to all costs including reasonable attorney's fees including both the trial and appellate levels.
6. **Ownership and Use of Documents** – All original drawings and information are to remain property of Knight, McGuire & Associates, Inc. The client will be provided with paper copies of final drawings and/or reports for information and reference purposes.
7. **Insurance** – Knight, McGuire & Associates, Inc. will maintain at its own expense Workman's Compensation Insurance, Comprehensive General Liability Insurance, Professional Liability, and Errors and Omissions Insurance, and, upon request, will furnish the client a certificate to verify same.
8. **Termination** – This agreement may be terminated by the authorized representative effective immediately on receipt of written notice. Payment will be due for services rendered through the date of written notice is received.
9. **Time Limit** – This proposal is valid for 60 days. Rates shown above are subject to annual review and are subject to change.
10. Engineer reserves the right to stop work without notice if any invoices remain unpaid after fifteen (15) days.
11. **Liability** – Knight, McGuire & Associates, Inc. shall not be responsible for permitting and approval schedules, site safety procedures or precautions for property or person, liability shall be limited to the total fee received by Engineer for this project. Knight, McGuire & Associates, Inc. shall not be liable for construction methods, schedule, means, techniques, sequences, procedures, or cost estimates. Knight, McGuire & Associates, Inc.'s proposal for work has considered the risks and rewards for the project and our engineering fees.
12. Approvals not guaranteed.
13. Additional fees may be required due to significant project changes predicated by either owner or jurisdictional agencies.



Revision	Date	By	 INDIAN RIVER COUNTY 1840 SOUTH STREET VERO BEACH, FLORIDA 32960 (772) 367-8000	DEPARTMENT OF	DRAWN BY: -ART- DESIGNED BY: -ART- CHECKED BY: APPROVED BY:	DATE: MARCH 2016 SCALE: 1" = 30' MGP: #	SPOONBILL MARSH SALT MARSH-IRLT	FOOT DITCH 3 CROSS SECTIONS-ELEVATIONS	SHEET 1 OF 1
				UTILITY SERVICES					