


**WORK ORDER NUMBER 9**  
**Project ID 41.21.021**

This Work Order Number 9 is entered into as of this \_\_\_ day of \_\_\_\_\_, 2024, pursuant to that certain Continuing Contract Agreement, dated May 2, 2023 (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 mutually agreed upon lump sum or maximum amount not-to-exceed professional fee. Any additional costs must be approved in writing, and at a rate not to exceed the prices set forth in Exhibit B (Rate Schedule) of the Agreement, 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:**

By:  \_\_\_\_\_  
Print Name: Brian Gooel  
Title: Senior Vice President

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

By: \_\_\_\_\_  
Susan Adams, Chairman

BCC Approval Date: \_\_\_\_\_

Attest: Ryan L. Butler, Clerk of Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency:

\_\_\_\_\_  
K. Keith Jackman, Assistant County Attorney

**EXHIBIT #A**  
**Indian River Boulevard Pedestrian & Bicycle Access  
Improvements Utility Relocation Project**  
**Project ID 41.21.021**

**PROJECT UNDERSTANDING**

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The County desires to improve Indian River Boulevard between U.S. Highway 1 to 17<sup>th</sup> Street to provide bicycle lanes, pedestrian facilities and roadway resurfacing for the approximately 1.75-mile corridor. To support these improvements existing County utilities located within the corridor will require to be relocated and/or adjusted.

**SCOPE OF SERVICES**

**Task 1 - Utility Plans**

The following table summarizes the identified utility conflicts based upon the approved roadway plans:

Table 1: Identified Utility Conflicts

<b>Conflict No.</b>	<b>County Utility</b>	<b>Conflict Source</b>	<b>Begin</b>	<b>End</b>	<b>Side</b>
<b>1</b>	16" Water Main	Drainage Infrastructure	Sta. 103+60	Sta. 106+60	Lt.
<b>2</b>	8" PVC Gravity Sewer	Gravity Wall	Sta. 107+95	N/A	Lt.
<b>3</b>	12" PVC Force Main	Gravity Wall & Guardrail	Sta. 107+60	Sta. 111+55	Rt.
<b>4</b>	8" Water Main	Gravity Wall & Guardrail	Sta. 107+70	N/A	Rt.
<b>5</b>	8" PVC Force Main	Drainage Infrastructure	Sta. 108+47	N/A	Lt.
<b>6</b>	8" PVC Gravity Sewer	Drainage Infrastructure	Sta. 108+89	N/A	Lt.
<b>7</b>	8" PVC Gravity Sewer	Drainage Infrastructure	Sta. 110+00	N/A	Rt.
<b>8</b>	8" PVC Gravity Sewer 6" PVC Force Main 16" Water Main	Drainage Infrastructure	Sta. 111+20	Sta. 112+50	Lt.
<b>9</b>	6" PVC Force Main	Drainage Infrastructure	Sta. 125+70	N/A	Lt.
<b>10</b>	12" PVC Water Main	Drainage Infrastructure	Sta. 134+81	N/A	Rt.

<b>11</b>	6" PVC Force Main	Resulting Cover	Sta. 132+50	Sta. 137+50	Lt.
<b>12</b>	4" PVC Force Main 16" Water Main	Gravity Wall & Guardrail	Sta. 143+80	Sta. 156+47	Lt
<b>13</b>	16" Water Main	Drainage Infrastructure	Sta. 156+61	N/A	Lt.

The following is the anticipated utility improvement associated within the project limits:

1. The utility plan sheets will be drawn at a scale of 1" = 100' prepared on 11" x 17" sheets.
2. All quantities shall reference FDOT Pay Item Numbers.
3. All specifications shall reference the FDOT Specifications for Road and Bridge Construction and/ or Indian River County Utility Standards. Any deviations or special specifications not included in specifications will be provided in the Technical Specifications.

The proposed utility improvements will be submitted to the COUNTY for review and comment at Initial (30%), Constructability (60%), Biddability (90%) and Production (100%) design submittal stages. Review submittals will consist of three (3) hard copies of utility plans along with an opinion of probable construction cost.

### **Task 2 - Utility Permit**

To support the above-described utility relocations, the Consultant will prepare and submit Florida Department of Environmental Protection (FDEP) Specific Permit to Construct Public Water Systems Components and a General Permit for Domestic Wastewater Collection/Transmission System Permit.

Permit agency coordination assumes one (1) request for additional information (RAI) to be received from FDEP associated with the applications. The Consultant has included the \$900 FDEP application fees within the work order fee.

### **Task 3 - Construction Phase Services**

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

1. *Pre-Bid Meeting.* The Consultant will attend the pre-bid meeting to assist the COUNTY in describing the scope of work contained with the construction documents. The Consultant 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 Consultant 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 Consultant 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 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, 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:
  - Utility 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 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.
8. *Record Drawing Review and Permit Certification.* The Consultant will review the Record Drawings as submitted by the Contractor. Based upon receiving acceptable Record Drawings from the Contractor, the Consultant will prepare and submit certifications to the following jurisdictional agencies:
  - Florida Department of Environmental Protection
9. *Final Notice of Acceptability of the Work.* The Consultant 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 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 the PROFESSIONAL may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the Consultant'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.

## SCHEDULE

Upon authorization to proceed by the COUNTY, final design documents are expected to take approximately eight (8) months from the Notice to Proceed (NTP) to complete Task 1 and Task 2. Task 3 is expected to be completed within twelve (12) months following construction commencement.

NTP	contingent upon BOCC approval
Initial Submittal (30% Design Drawings)	3 months following NTP
Constructability Submittal (60% Design Drawings)	4 months following NTP
Biddability Submittal (90% Design Drawings)	6 months following NTP
Permit Submittal	6 months following NTP
Production Submittal (100% Design Drawings)	8 months following NTP

## 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>
Task 1 - Utility Plans	\$ 69,050
Task 2 - Utility Permits	\$ 9,660
Task 3 - Construction Phase Services	\$ 71,170
Project Total	<u>\$ 149,880</u>