

**ENGINEERING SERVICES WORK ORDER 14**

This Work Order Number 14 is entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 & 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: KIMLEY-HORN & ASSOCIATES, INC.**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Susan Adams, Chairman

Print Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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:

\_\_\_\_\_  
William K. DeBaal, County Attorney

**EXHIBIT #A**  
**43<sup>rd</sup> Avenue Pedestrian & Bicycle Improvements Project**  
**Post Design Services**  
**Project ID IRC-1818**

**PROJECT UNDERSTANDING**

The County desires to improve 43<sup>rd</sup> Avenue between 12<sup>th</sup> Street and 18<sup>th</sup> Street to provide bicycle lanes, pedestrian facilities and roadway resurfacing for the approximately 0.69-mile corridor. To support the construction of these improvements that County has requested the Consultant to provide Construction Phase Services.

**SCOPE OF SERVICES**

**Task 1 - 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, and provide revised plans as requested.
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:
  - Roadway elements
  - Drainage elements
  - Signing & Marking elements
  - Communication elements
  - Signal elements
  - Utility elements

5. *Applications for Payment.* All applications for payment will be reviewed prior to approval 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:
  - Indian River Farms Water Control District
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, it is anticipated that post design services would be provided during project construction. It is estimated that construction will take eighteen (18) months to substantial completion from Notice to Proceed (NTP) to the selected contractor

## 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:

Not to exceed components

<u>Task</u>	<u>Labor Fee</u>
Task 1a Construction Phase Services – Roadway Elements	\$ 40,000
Task 1b Construction Phase Services – Utility Elements	\$ 20,000
 Project Total	 <u>\$ 60,000</u>

Summary

**Project Name**

43rd Avenue Pedestrian and Bicycle Improvements Project - Post Design Services

**Task Summary**

Manhours for project

<i>Task</i>	<i>Prnciple</i>	<i>Senlor Professional</i>	<i>Reglstered Professional</i>	<i>Professional 1</i>	<i>Deslgnr</i>	<i>Support Staff</i>	<i>Remarks</i>
	\$300	\$270	\$210	\$130	\$165	\$75	
<b>Post Design Services - Roadway</b>	13	42	60	82	0	20	
<b>Post Design Services - Utilities</b>	10	25	24	32	0	14	
<b>Total Hours =</b>	23	67	84	114	0	34	
<b>Labor Fee =</b>	\$6,900	\$18,090	\$17,640	\$14,820	\$0	\$2,550	
<b>Sub-Total Fee =</b>	\$60,000						
<b>Project Total Fee =</b>	\$60,000						

Activity: Post Design Services - Roadway Improvements

Task	Principal	Senior Professional	Registered Professional	Professional II	Professional I	Support Staff	Remarks
Contract File		1				2	
Construction Hand-Off Meeting		4					
Pre-Con Meeting & Responses	1	2		2		4	
Request for Information	5	5	40	40		4	
Shop Drawing Review							
Roadway, Drainage, Signal, Signing & Marking, Communication Elements	5	20		20		4	
Project Coordination	2	4	20	20		4	- 8 hrs/month for 18 months
Project Certifications							
IRFWCD		2				2	
Project Management		4					
<b>Subtotal</b>	13	42	60	82	0	20	

Activity: Post Design Services - Utility Improvements

Task	Principal	Senior Professional	Registered Professional	Professional II	Professional I	Support Staff	Remarks
Contract File		1					
Construction Hand-Off Meeting		4					
Pre-Con Meeting & Responses	2	2				2	
Request for Information	4	4	18	18		6	
Shop Drawing Review							
Utility Elements	2	8		8		2	
Project Coordination	2	2	6	6		4	- 8 hrs/month for 6 months
Project Certifications							
Project Management		4					
<b>Subtotal</b>	10	25	24	32	0	14	