

WORK ORDER ____

Project ID 41.23.501

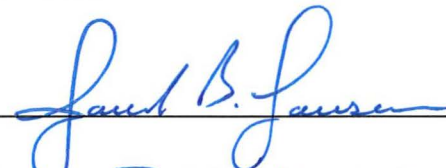
This Work Order Number ____ is entered into as of this ____ day of _____, _____, pursuant to that certain Continuing Contract Agreement, dated May 2, 2023 (referred to as the "Agreement"), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and Kimley-Horn and 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:

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

By: 

By: _____
Joseph H. Earman, Chairman

Print Name: JACOB LAWSON

BCC Approval Date: _____

Title: ASSOCIATE

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. DeBraal, County Attorney

EXHIBIT #A
Oslo Road Interchange Utility Improvement Project
Project ID 41.23.501

PROJECT UNDERSTANDING

Indian River County Department of Utilities Services (IRCDUS) is relocating approximately 3,400 linear feet of 16" PVC water main, 3,400 linear feet of 16" PVC sanitary force main and 3,400 linear feet of 12" PVC reuse main in conjunction with the Florida Department of Transportation (FDOT) I-95 & Oslo Road interchange project.

IRCDUS has asked that Kimley-Horn and Associates, Inc. (CONSULTANT) provide professional engineering services for post bid plan revisions that have arisen from FDOT comments and to provide construction phase services for the IRCDUS utility relocations.

The following scope of services details the professional engineering services for the post bid plan revisions and construction phase services associated with the I-95 and Oslo Road Interchange Project.

SCOPE OF SERVICES

Task 1 – Post Bid Plan Revisions

The CONSULTANT will make plan revisions to remove proposed utilities west of old 82nd Avenue. The CONSULTANT will coordinate with FDOT and FDOT's consultant about additional roadway design change per FDOT Plans Revision 4. The CONSULTANT will incorporate the FDOT design changes into the COUNTY's utility plans and will review the design revisions for potential conflicts. The CONSULTANT will prepare the appropriate utility plan revisions and submit the Plan Revision 4 package to FDOT.

Task 2 - 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.
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, the services identified above are anticipated to extend through the duration of project construction, which is estimated to be approximately 24 months.

FEE SCHEDULE

We will provide these services in accordance with our Continuing Consulting Engineering Services Agreement for Professional Services dated May 2nd, 2023 by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida (COUNTY) and Kimley-Horn and Associates, Inc., (CONSULTANT):

Professional Services Fee

The basic compensation mutually agreed upon by the CONSULTANT and the COUNTY is as follows:

Lump Sum

<u>Task</u>	<u>Labor Fee</u>
Task 1 – Post Bid Plan Revisions	\$ 14,980

Cost Plus Max

<u>Task</u>	
Task 2 - Construction Phase Services	\$ 80,260

Summary

Project Name

Oslo Road Interchange Utility Improvement Project - Post Design

Task Summary

Manhours for project

<i>Task</i>	<i>Principal</i>	<i>Senior Professional</i>	<i>Registered Professional</i>	<i>Professional II</i>	<i>Professional I</i>	<i>Support Staff</i>	<i>Remarks</i>
	\$300	\$270	\$210	\$160	\$130	\$75	
<i>Post Design Services</i>	29	125	100	91	0	30	
<i>Post Bid Plan Revisions</i>	2	24	10	20	20	0	
<i>Total Hours =</i>	31	149	110	111	20	30	
<i>Labor Fee =</i>	\$9,300	\$40,230	\$23,100	\$17,760	\$2,600	\$2,250	
<i>Total Labor Fee =</i>	\$95,240						

Post Bid Plan Revisions

Activity: Post Bid Plan Revisions

Task	Principal QA/QC	Senior Professional	Registered Professional	Professional II	Professional I	Support Staff	Remarks
Plan Revisions	2	6	10	20	20		
FDOT Coordination		12					
Project Management		6					
Subtotal	2	24	10	20	20	0	