



Board of County Commissioners

Administration - Building A (South)

1801 27th Street

Vero Beach, Florida 32960

Telephone: (772) 567-8000 FAX: 772-778-9391

Project:

66th Avenue Right-of-Way Mapping

Indian River County Project # 1505

WORK ORDER NO. 1 (Engineering/Surveying)

FOR

PROFESSIONAL SERVICES AGREEMENT

ANNUAL SURVEYING and MAPPING/SERVICES

WITH

Kimley-Horn & Associates, Inc.

In accordance with Contract No. 1605

This Work Order No. 1 is in accordance with the existing AGREEMENT dated October 4th, 2016 between Kimley-Horn & Associates, Inc. (**SURVEYOR**) and Indian River County (**COUNTY**).

SECTION I – PROJECT LIMITS

This Work Order No. 1 is for the **SURVEYOR** to perform surveying services to prepare a Right-of-Way map for 66th Avenue totaling approximately 3.5 miles in length. The mapping limits shall begin at 57th Street and run northerly to 85th Street (CR 510).

SECTION II - SCOPE OF SERVICES

As agreed upon between Kimley-Horn & Associates, Inc. and Indian River County, the **SURVEYOR** shall provide Professional Land Surveying services to complete all tasks as outlined in this Work Order No. 1; specifically detailed in the attached proposal Exhibit A.

SECTION III – TIME FOR COMPLETION & DELIVERABLES/WORK PRODUCT

1. Project shall be completed as follows:

a. 100 % "Paper" review submittal (final review prior to final deliverables) shall be made within 120 calendar days of receipt of Notice to Proceed for review by County Staff prior to preparing final submittal package.

b. Time of Final project completion shall be within 10 calendar days of receipt of the County's review comments from the 100% paper submittal.

2. Deliverables -The SURVEYOR shall provide the COUNTY:

- a. 100% Phase Submittal for **County** review and comment. All submittals shall include one (1) paper "hardcopy" along with Autocad files and an ASCII file for all survey points. **County** shall strive to provide review comments within 10 calendar days of the preliminary submittal.
- b. FINAL Deliverables, Two (2) paper "hardcopy" signed and sealed sets and one (1) signed and sealed MYLAR set in adequate recording fashion (I.E. Borders). One (1) Sheeted and model space (as applicable) AutoCAD drawing file in release 2013 or later, and one (1) PDF, all electronic files to be on CD.
- c. Survey set/sheets shall include a cover sheet with location sketch, survey certifications, and related title and project number; survey notes, legend and abbreviations and plan view sheets.
- d. Work product and digital versions are to be prepared and submitted so that the **County** or other consultants can readily use it for design and analysis of the area, as defined. It shall contain all information necessary for a third party surveyor to independently recreate or utilize the survey work. It is acknowledged all final products become property of Indian River **County** and will be available for use by the public at large.
- e. The **SURVEYOR's** work product shall meet or exceed the minimum standards defined by Sections II, III and IV or the **COUNTY** will not approve the **SURVEYOR's** request for payment.

SECTION IV – COMPENSATION

The **COUNTY** agrees to pay, and the **SURVEYOR** agrees to accept, for the above described services rendered as identified in Sections I, II, and III of this Work Order No. 1 for a total lump sum fee of \$98,600.00

All and/or any additional services not described hereon shall be pre-approved by the **COUNTY**. Approved additional services shall be invoiced at the rates disclosed in the approved fee schedule with the **SURVEYOR** for the contract year(s) of October 1, 2016 through September 30, 2018.

All invoicing shall include Project Number 1505, Work Order No. 1 (WO 1), Contract Number 1605, itemize man-hours and materials expended to complete the scope of services. Payments shall be in accordance with the original Professional Surveying and Mapping/GIS Services Agreement, contract No: 1605 with the **COUNTY** and as stated in Section II, III and IV hereon.

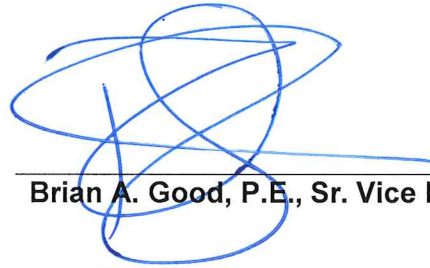
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The AGREEMENT is hereby amended as specifically set forth herein. All remaining sections of the AGREEMENT shall remain in full force and effect, and are incorporated herein.

IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day of _____ 2017.

**OWNER
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA**

KIMLEY-HORN & ASSOCIATES, INC.



Joseph E. Flescher, Chairman

Brian A. Good, P.E., Sr. Vice President

Approved by BCC _____

**ATTEST:
Jeffrey K. Smith, Clerk of Circuit Court and
Comptroller**

Witnessed by:



(Signature)
Kimley-Horn & Associates, Inc.

Deputy Clerk

Approved as to Form and Legal Sufficiency:

CHRIS DEMETER

(Printed name)

Dylan Reingold, COUNTY Attorney

Jason E. Brown, COUNTY Administrator



EXHIBIT A

February 24, 2017

David W. Schryver, PSM
Indian River County Surveyor
Survey Section ~ Engineering Division
1801 27th Street, Vero Beach, FL 32960-3388
772-226-1386

**Re: Professional Services Agreement Contract 1605
66th Avenue - Right of Way Mapping**

Dear Mr. Schryver,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to Indian River County (“Client”) for providing professional Survey and Mapping services. Our project understanding, scope of services, schedule, and fee are below.

Project Understanding

It is our understanding that Indian River County is requesting survey and mapping services for the preparation of a Right of Way Map for 66th Avenue totaling approximately 3.5 miles in length.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Right of Way Survey and Preparation of the Right of Way Map

This scope of services is for the preparation of a Right-of-Way Map for that portion of 66th Avenue lying between 57th Street and 85th Street (CR 510). (approximately 18,500’).

This task will include and generally follow the items listed below:

- Order +- 55 Ownership and Encumbrance reports from the title company
- Research +- 55 parcels, plats, 20 Section Corners
- Recover Horizontal Control +-7 NGS/County monuments
- Establish Primary Control
- Recover and field locate Right of Way/Property Corners +-100 corners
- Review the Ownership and Encumbrance Reports

Calculate ROW lines for +/-18,500' of 66th Avenue., including ties to 57th Street and 85th Street, and 13 Side Streets
Monument and reference the baseline of survey
Prepare certified corner records and set reference points for the section corners references
Draft the Right of Way Map

The survey and mapping services will be performed in accordance with Chapter 177 and Chapter 472 Florida Statutes and Chapter 5J-17 Standards of Practice as set forth for these types of surveys and the Indian River County Right of Way Map Checklist, attached hereto.

This task also includes the cost of recording the Right of Way Map in the Public Records of Indian River County, Florida.

SCHEDULE

We will provide our services in an expeditious and orderly manner to meet the schedule mutually developed by the Client and Consultant for the various elements of the project.

DELIVERABLES

2 signed and sealed copies of the Right of Way Map on 24" by 36" sheets.
1 signed and sealed mylar of the Right of Way Map suitable for recording.
1 digital AutoCad file and 1 PDF of the Right of Way Map.

FEE

KHA will perform the Scope of Services for a lump sum fee of \$98,600

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the existing AGREEMENT dated October 4, 2016, between Kimley-Horn and Associates, Inc., (SURVEYOR) and Indian River County (COUNTY) under the Continuing Services Contract No. 1605.

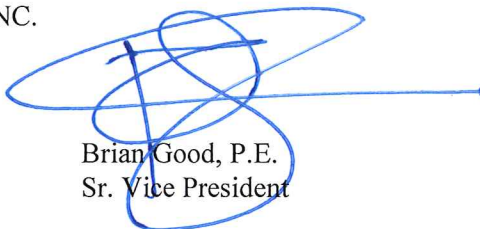
We appreciate the opportunity to provide these services to you. Please contact me at 772-794-4050 or chris.demeter@kimley-horn.com should you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Chris Demeter, PSM
Vice President



Brian Good, P.E.
Sr. Vice President

Indian River County

Agreed to this _____ day of _____, 2017.

By: _____

Witness: _____