

**PROPOSAL FOR
66th Avenue Phase II Utility Adjustments**

This Work Order Number 55 is entered into as of this ___ day of _____, 2022, pursuant to that certain Continuing Consulting Engineering Services Agreement for Professional Services entered into as of this 17th day of April, 2018 (collectively 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 fee schedule set forth in Exhibit B (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 C (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.

SCOPE OF WORK

66th Avenue Phase II Utility Adjustments -

The COUNTY desires to design and permit utility extensions/stub-outs and conflict resolutions between the existing underground COUNTY utilities and the proposed storm drainage and roadway improvements associated with the 66th Avenue Phase II Roadway Widening project. The Consultant proposes the following services to accommodate the COUNTY's request:

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A. Utility Relocation Plans:

The following are the anticipated utility relocations associated within the project limits:

- Approximately 500 linear feet of 4" force main relocation
- Four (4) 16" water main deflections in conflict with the proposed storm drainage
- One (1) fire hydrant adjustment to final grade
- Three (3) fire hydrant relocations from the proposed roadway widening
- A 12" water main stub out at the northeast corner of 81st Street and 66th Avenue
- Water main stub out at Liberty Park – Consultant to coordinate with Liberty Park Engineer

The Utility Relocation Plans shall consist of:

- The utility plan sheets will be drawn at a scale of 1" = 40' prepared on 11" x 17" sheets.
- All quantities shall reference FDOT Pay Item Numbers.
- 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 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.

B. Utility Permit:

To support the above described utility improvement, the Consultant will prepare and submit a Florida Department of Environmental Protection (FDEP) General Permit for Constructing a Domestic Wastewater Collection/Transmission System.

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 \$250 FDEP General Permit for Constructing a Domestic Wastewater Collection/Transmission System application fee within the work order fee.

The Final Deliverables for the project will consist of:

- FDEP General Permit for Constructing a Domestic Wastewater Collection/Transmission System
- (2) Signed & Sealed hardcopies of the design plans
- Electronic PDF copy of plan set
- AutoCAD dwg files of the topographic survey and design improvements

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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>
Utility Relocation Plans	\$ 18,000
Utility Permits	\$ 3,500
Project Total	<u>\$ 21,500</u>

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TIME SCHEDULE

Upon authorization to proceed by the COUNTY, final design documents are expected to take approximately five (5) months from the Notice to Proceed (NTP).

NTP	contingent upon BOCC approval
Constructability Submittal (60% Design Drawings)	2 months following NTP
Permit Submittal	3 months following NTP
Biddability Submittal (90% Design Drawings)	3 months following NTP
Production Submittal (100% Design Drawings)	4 months following NTP

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IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first written above.

CONSULTANT:
KIMLEY-HORN AND ASSOCIATES,
INC.

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

By: _____
Brian Good, P.E.

By: _____
Peter D. O'Bryan, Chairman

Title: _____
Senior Vice President

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