

WORK ORDER NUMBER AACE-1
**CONSTRUCTION TESTING SERVICES FOR MOORHEN MARSH LOW ENERGY
AQUATIC PLANT SYSTEM**

This Work Order Number AACE-1 is entered into as of this ____ day of _____, 2021, pursuant to that certain Continuing Contract Agreement for Professional Services renewed on September 20, 2018 ("Agreement"), by and between Indian River County, a political subdivision of the State of Florida ("COUNTY") and Anderson Andre Consulting Engineers, Inc. ("CONSULTANT").

The COUNTY has selected the CONSULTANT to perform the professional services set forth in Part 1 of this Work Order. The CONSULTANT will perform the professional services for the fee schedule set forth in Part 2 of this Work Order. The CONSULTANT will perform the professional services within the timeframe set forth in Part 3 of this Work Order, all in accordance with the terms and provisions set forth in the Agreement. Nothing contained in this Work Order shall conflict with the terms of the Agreement and the terms of the Agreement are incorporated in this 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
ANDERSON ANDRE CONSULTING
ENGINEERS, INC.

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

By: _____

By _____
Joseph E. Flescher, Chairman

Title: _____

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:

William K. Debraal, Deputy County Attorney

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AQUATIC PLANT SYSTEM**

PART 1 - SCOPE OF WORK

The COUNTY has requested that the CONSULTANT provide professional construction testing services during construction of the COUNTY's Moorhen Marsh Low Energy Aquatic Plant System. The Work is more particularly described in Exhibit A, included herein.

PART 2 – COMPENSATION AND PARTIAL PAYMENTS

1. Compensation

The COUNTY agrees to pay and the CONSULTANT agrees to accept, a not-to-exceed fee of **\$80,505.00** for services rendered according to Part 1 of this Work Order and as summarized in Exhibit A. Additional services shall be at the hourly rates as set forth in the Agreement.

2. Partial Payments

The COUNTY shall make monthly partial payments to the CONSULTANT for all authorized work pertaining directly to this project performed during the previous calendar month. The CONSULTANT shall submit invoices monthly for services performed and expenses incurred pursuant to this Agreement during the prior month.

The CONSULTANT shall submit duly certified invoices in duplicate to the Director of the Public Works Department. For lump sum line items, the amount submitted shall be the prorated amount due for all work performed to date under this phase, determined by applying the percentage of the work completed as certified by the CONSULTANT, to the total due for this phase of the work. For time and material line items, the amount submitted shall be based on the actual hours worked and expenses incurred for the billing period.

The amount of the partial payment due the CONSULTANT for the work performed to date under these phases shall be an amount calculated in accordance with the previous paragraph and less previous payments. Per F.S. 218.74(2), the COUNTY will pay approved invoices on or before the forty-fifth day after the COUNTY receives the CONSULTANT's invoice.

PART 3 - TIME FOR COMPLETION

The construction contract completion time is three hundred days following issuance of a Notice to Proceed.

****END OF WORK ORDER****