

**WORK ORDER \_\_\_\_**

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 \_\_\_\_\_ ("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: MBV ENGINEERING, INC.**

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

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

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

Joseph H. Earman, 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. DeBraal, County Attorney

## EXHIBIT A - SCOPE OF WORK

It is understood the COUNTY desires post-design services for the construction phase of 11<sup>th</sup> Drive and 37<sup>th</sup> Street Roadway and Intersection improvements project. It is understood that COUNSULTANT shall provide the construction phase services as discussed previously with staff and shall include those services and necessary consultants as stated below. CONSULTANT shall also engage and contract with a licensed MEP firm for the 11<sup>th</sup> Drive roadway lighting design that was not part of the original design Work Order. The CONSULTANT proposes to provide to COUNTY the below detailed scope of work associated with the 11<sup>th</sup> Drive and 37<sup>th</sup> Street Roadway and Intersection construction services.

### **ROADWAY DESIGN CONSTRUCTION SERVICES:**

#### **Task 1 – Construction Phase Services**

The ENGINEER will provide professional construction phase assistance as specifically stated below:

1. *Pre-Construction Meeting.* The ENGINEER will attend the pre-construction meeting at the COUNTY for the project construction phase kick-off with the selected contracting team and applicable governmental agencies.
2. *Bi-Monthly Construction Meetings.* The ENGINEER will attend the Bi-Weekly Construction meetings every other week pursuant to COUNTY request at the site or COUNTY Building during the Construction Phase. It is anticipated that Substantial Completion will be attained by January 20, 2024, and the Bi-weekly meetings will continue until that date.
3. *Clarifications and Interpretations.* The ENGINEER 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.
4. *Change Orders.* The ENGINEER may recommend Change Orders to the COUNTY and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
5. *Shop Drawings and Samples.* The ENGINEER 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 and Drainage elements
- Signing and Marking elements

6. *Applications for Payment.* Monthly applications for payment will be reviewed and approved by the COUNTY.
7. *Project Coordination.* The ENGINEER or ENGINEER'S Inspector shall attend miscellaneous filed meetings and provide coordination services with the various utilities and team representatives as required to assist with construction related issues or concerns.
8. *Record Drawing Review and Permit Certification.* The ENGINEER will review the Record Drawings as submitted by the Contractor. Based upon receiving acceptable Record Drawings from the Contractor, the ENGINEER will prepare and submit certifications to the following jurisdictional agencies:
  - Indian River County
  - St. Johns River Water Management District
9. *Final Notice of Acceptability of the Work.* The ENGINEER 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 ENGINEER 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 ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the ENGINEER'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.

## **SIGNALIZATION CONSTRUCTION SERVICES:**

### **Task 2 – Construction Phase Services**

The ENGINEER will provide professional construction phase assistance as specifically stated below:

1. *Pre-Bid Meeting.* The ENGINEER will attend the pre-bid meeting to assist the COUNTY in describing the scope of work contained with the construction documents. The ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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:
  - Signalization structure elements
  - Signalization elements
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 ENGINEER 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 ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.
8. *Record Drawing Review and Permit Certification.* The ENGINEER will review the Record Drawings as submitted by the Contractor. Based upon receiving acceptable Record Drawings from the Contractor, the ENGINEER will prepare and submit certifications to the following jurisdictional agencies:
  - Indian River County

9. *Final Notice of Acceptability of the Work.* The ENGINEER 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 apart from those identified on a final punch list. The ENGINEER 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 ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to the Consultant upon which it is entitled to rely.

## **LIGHTING DESIGN & CONSTRUCTION SERVICES:**

### **Task 3 – Design & Construction Phase Services**

The ENGINEER will assist with plan updates, coordination and contract directly with a licensed lighting design consultant to provide professional design and construction phase assistance as stated below:

1. *Street Lighting Design.* The ENGINEER shall update the construction plans as needed for the street lighting pursuant to the lighting consultant's design. ENGINEER shall contract with a licensed MEP subconsultant for the requested street lighting design. ENGINEER shall provide project oversight with the subconsultant and update the necessary roadway construction drawings with the completed lighting design / information provided by subconsultant and as further detailed in the subconsultants proposal, attached as Exhibit A. MEP subconsultant shall also provide services during the construction phase for shop drawings review and coordination with the contractor for RFIs.

## Kimley-Horn and Associates, Inc.

Exhibit A to Work Order 1, dated  
July 6, 2023.

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The Consultant shall perform the following Services:

### Task B – Post Design Services

The ENGINEER will provide professional construction phase assistance as specifically stated below:

1. *Pre-Bid Meeting.* The ENGINEER will attend the pre-bid meeting to assist the COUNTY in describing the scope of work contained with the construction documents. The ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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:
  - Signalization structure elements
  - Signalization elements
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 ENGINEER 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 ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.

8. *Record Drawing Review and Permit Certification.* The ENGINEER will review the Record Drawings as submitted by the Contractor. Based upon receiving acceptable Record Drawings from the Contractor, the ENGINEER will prepare and submit certifications to the following jurisdictional agencies:

- Indian River County

9. *Final Notice of Acceptability of the Work.* The ENGINEER 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 ENGINEER 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 ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the ENGINEER'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.

For the Additional Services set forth above, the Client shall pay the Consultant the following additional compensation:

*The Consultant will perform these services described above based upon a Cost Plus Max fee of \$30,355.*

# EXHIBIT A



Consulting

**Reply to: Fort Pierce**

July 18, 2023

**Aaron Stanton, P.E.**

**Project Manager**

**MBV Engineering, Inc.**

1835 20th Street Vero Beach, FL 32960

P: 772.569.0035 x 111 F: 772-778-3617

ryanm@mbveng.com

**RE: 11<sup>th</sup> Dr & 37<sup>th</sup> St Roadway Lighting  
Vero Beach, FL**

Dear Aaron:

We are pleased to provide the following proposal for Site Lighting Photometrics and drawing specifications for the above-referenced location.

Design scope to include: **power and photometric design for new Roadway Lighting.**

Kamm Consulting shall perform its work in character, sequence and timing so that it will be coordinated with that of the Client and in accordance with mutually agreed schedules provided by the Client. Work shall be performed with the standard of care, skill, and diligence normally provided by a Professional Engineer.

The services provided by Kamm Consulting shall include the following:

- (a) Coordinate with Client to establish design criteria for site lighting photometrics.
- (b) Site Lighting Layout showing photometric light values, pole locations, and fixture types.
- (c) Coordinate and conform to applicable Building Codes and building departments.
- (d) Pole Boxes and electrical wiring / Circuitry design.
- (e) Responses to city review comments, if required.
- (f) Shipping / delivery of signed and sealed permit drawings.

Providing the services set forth above, the Client shall pay Kamm Consulting, Inc. **fees in the amount of: \$ 3,250.00**

**OFFICES**

**Florida:**

1407 W Newport Center Drive  
Deerfield Beach, FL 33441  
954-949-2200  
954-949-2201 FAX

**Florida:**

1408 Orange Avenue  
Fort Pierce, Florida 34950  
772.595.1744  
772.595.1745 FAX



- ***SITE LIGHTING CERTIFICATION, if required at end of project, is not included in the scope or fees quoted herein, and will be an additional fee of: \$750.00***

To Include:

- (a) Perform one (1) on-site, Site Lighting Photometric analysis.
- (b) Provide three (3) copies signed and sealed of report of findings.

**Initial here to authorize \_\_\_\_\_**

- ***CONSTRUCTION ADMINISTRATION, if required, is not included in the scope or fees quoted herein, and will be an additional fee of: \$1,850.00***

To Include:

- (a) Perform up to two (2) site visits as needed.
- (b) RFI responses.
- (c) Submittal review.

**Initial here to authorize \_\_\_\_\_**

Any additional services, other than those outlined herein, will be billed at rates listed below:

\$75.00 / Hr. - Clerical  
\$85.00 / Hr. - CADD  
\$95.00 / Hr. - Designer  
\$110.00 / Hr. – Engineering / Field Technician  
\$125.00 / Hr. – Project Manager  
\$225.00 / Hr. - Principals

Please allow **3-4 weeks (excluding weekends and holidays)** for Construction Documents after proper design criteria has been established and CADD files have been received.

If you have any questions or need additional information, please let me know.

Sincerely,  
**KAMM CONSULTING, INC.**



Duane Millar LEED AP  
Project Manager

**\*\* NO WORK SHALL BEGIN WITHOUT  
CUSTOMER WRITTEN AUTHORIZATION \*\***

**EXHIBIT B**

**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:

*Hourly Not to Exceed:*

<u>Task</u>	<u>Labor Fee</u>
Task 1 – Construction Phase Services - Roadway	\$ 51,750
Task 2 – Construction Phase Services - Signalization	\$ 30,355
Task 3 – Lighting Design & Construction Services	\$ 5,850
Total Not To Exceed:	\$ 87,955

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## EXHIBIT B - RATE SCHEDULE

**Project Name**

IRC 2001: 37th Street and 11th Dr - Construction Phase Services

**Task Summary**

Manhours for project

**ROADWAY CONSTRUCTION PHASE ESTIMATE**

<i>Task</i>	Principal \$240	Senior Engineer II \$210	Senior Engineer I \$185	Jr. Engineer \$160	Inspector \$140	Support Staff \$75
<b>Construction Phase Services</b>	0	157	37	10	54	37
<b>Total Hours =</b>	0	157	37	10	54	37
<b>Labor Fee =</b>	\$0	\$32,970	\$6,845	\$1,600	\$7,560	\$2,775
<b>Total Labor Fee =</b>						

**SIGNALIZATION CONSTRUCTION PHASE ESTIMATE**

<i>Task</i>	Principal \$300	Senior Professional \$270	Registered Professional \$210	Professional II \$160	Professional I \$130	Support Staff \$75
<b>Construction Phase Services</b>	0	68	24	28	0	33
<b>Total Hours =</b>	0	68	24	28	0	33
<b>Labor Fee =</b>	\$0	\$18,360	\$5,040	\$4,480	\$0	\$2,475
<b>Total Labor Fee =</b>						

**LIGHTING DESIGN - KAMM CONSULTING**

<i>Task</i>	Vendor Contract Fee
<b>Street Lighting Design Services</b>	
<b>Contract Fee =</b> <i>(See Exhibit A for scope)</i> <i>(Sub-Consultant to MBV)</i>	\$5,850
<b>Total Labor Fee =</b>	

<b>TOTAL LABOR</b>	<b>\$87,955</b>
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