

**CCNA2018 WORK ORDER 47**  
**AMENDMENT NO. 2**

**Roadway Improvements and Drainage Improvements at the IRC Landfill**

This Amendment No. 2 to Work Order Number 47 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 the 18th day of May, 2021 (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.

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 A. Good, P.E.**

**By:**

\_\_\_\_\_  
**Joseph H. Earman, Chairman**

**Print Name:**

\_\_\_\_\_

**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 Reingold, County Attorney**

**AMENDMENT NO. 2**  
**WORK ORDER NUMBER 47**  
**ROADWAY IMPROVEMENTS AND DRAINAGE IMPROVEMENTS AT THE IRC**  
**LANDFILL**  
**EXHIBIT A**  
**SCOPE OF WORK**

**PROJECT UNDERSTANDING**

Indian River County (County) Solid Waste Disposal District (SWDD) previously authorized Kimley-Horn and Associates (Consultant) to provide engineering services related to the paving of the yard waste drop-off area driveway and minor drainage improvements. A pre-application meeting with Indian River Farms Water Control District (IRFWCD) indicated that additional improvements will be required for the roadway crossing of the canal, including the full replacement of the culvert, additional drainage improvements, canal restoration and regrading of the entire northern bank of the canal within the project limits. These improvements will be required in order to obtain the necessary IRFWCD permits for the project. This amendment provides for additional design, survey and construction administration services associated with the required modifications.

**SCOPE OF SERVICES**

**Task 1: Landfill Roadway Improvements**

Design review and pre-application meeting with Indian River Farms Water Control District (IRFWCD) indicated that the existing CMP culvert could not be extended under a paved road, or with utility crossings above it. Therefore, the existing CMP must be replaced with RCP. To maximize cover and minimize the amount of required fill, the County has elected to proceed with elliptical RCP to replace the CMP. This requires minor redesign of the details for the crossing, as well as the addition of a maintenance of operations plan. The construction must take place such that access to the yard waste area is maintained at all times. This will be achieved via a temporary crossing to the east of the existing crossing. Additional sheets, details and notes will be required to convey the requirements to the contractor. This task has been amended to include the additional design services, as well as three coordination meetings with IRFWCD and additional services during construction to provide construction administration for the additional work area.

**Task 2: Drainage Improvements (Lump Sum)**

The pre-application meeting with IRFWCD also revealed that the cross section of the canal has eroded over time. IRFWCD is requiring that the County restore the cross section to match that up and downstream of the roadway crossing (i.e. narrowing of the top-of-bank to top-of-bank dimension), and restore the north side berm that prevents sheet flow drainage into the canal. This task has been amended to design the canal restoration, replace the north berm, and reconfigure the drainage in the yard waste drop off area to flow back to the drainage swale on the western perimeter (as originally designed). This amended task also includes contracting with a licensed

surveyor to collect additional topographic survey data for the impacted areas to facilitate the regrading design. In addition, supplemental topographic survey is needed in the area immediately east of the existing landfill gas flare skid. SWDD recently removed an area of invasive exotic vegetation, that allows this area to now be accessed for survey. Topographic information in this area is needed to facilitate an ongoing improvements project for the landfill gas flare. This area will be included in the additional survey.

**Task 3: Site Plan Coordination**

The proposed changes do not require modifications to the site plan approval.

## **EXHIBIT B**

### **AMENDED FEE SCHEDULE**

The Consultant will provide these services in accordance with our Continuing Consulting Engineering Services Agreement for Professional Services dated May 18, 2021, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida (“COUNTY”) and Kimley-Horn and Associates, Inc. (“Consultant”).

Kimley-Horn will perform Tasks 1 through 3 for the total lump sum fee as detailed below. Individual task amounts are informational purposes only. All permitting, application, and similar project fees will be paid directly by the County.

#### **ESTIMATE FOR ENGINEERING SERVICES**

PROJECT: Roadway and Drainage Improvements at the IRC Landfill								
CLIENT: Indian River County								
ESTIMATOR: JTG								
	DIRECT LABOR (MAN-HOURS)				AMENDMENT 2			
TASK	Senior Project Manager	Senior Civil Engineer	Civil Engineer	Subconsultants (\$)	Amendment No. 2 Total	Amendment No. 1 Total	Original Authorization	Amended Total
<b>Task 1 - Landfill Roadway Improvements</b>	<b>28</b>	<b>20</b>	<b>48</b>		<b>\$ 17,280</b>	<b>\$ -</b>	<b>\$ 21,050</b>	<b>\$ 38,330</b>
Subtask 1.1 - Conceptual Layout and Construction Sequencing (Lump Sum)	0	0	0	\$ -	\$ -	\$ -	\$ 3,320	\$ 3,320
Subtask 1.2 - Design (Lump Sum)	0	0	0	\$ -	\$ -	\$ -	\$ 8,710	\$ 8,710
1.2.1 - 30% Design	0	0	0	\$ -	\$ -	\$ -	\$ 1,360	\$ 1,360
1.2.2 - 60% Design	0	0	0	\$ -	\$ -	\$ -	\$ 1,360	\$ 1,360
1.2.3 - 90% Design and Final Bid Package	12	12	24	\$ -	\$ 8,640	\$ -	\$ 5,990	\$ 14,630
Subtask 1.3 - Permitting (Lump Sum)	0	0	0	\$ -	\$ -	\$ -	\$ 3,760	\$ 3,760
Subtask 1.4 - Construction Services (Not-to-Exceed)	16	8	24	\$ -	\$ 8,640	\$ -	\$ 5,260	\$ 13,900
<b>Task 2 - Drainage Improvements (Lump Sum)</b>	<b>16</b>	<b>16</b>	<b>24</b>	<b>\$ 1,800</b>	<b>\$ 12,320</b>	<b>\$ 4,320</b>	<b>\$ 7,480</b>	<b>\$ 24,120</b>
<b>Task 3 - Site Plan Coordination (Not-to-Exceed)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,260</b>	<b>\$ 8,530</b>	<b>\$ 12,790</b>
<b>Totals</b>	<b>44</b>	<b>36</b>	<b>72</b>	<b>\$ 1,800</b>	<b>\$ 29,600</b>	<b>\$ 8,580</b>	<b>\$ 37,060</b>	<b>\$ 75,240</b>

Lump sum fees will be invoiced monthly based upon the overall percentage of services completed. Payment will be due per the contract terms.

### **ADDITIONAL SERVICES**

The following services are not included in the Scope of Services for this project but may be required depending on circumstances that may arise during the execution of this project. Additional services may include, but not be limited to the following:

- Environmental Services (surface water impacts, gopher tortoise relocation, etc.)
- Permit or application fees
- Design services related to the non-Kimley-Horn design projects listed herein.

## **EXHIBIT C**

### **TIME SCHEDULE\***

Task 1.1 Deliverables:	No change
Task 1.2 Deliverables:	30 Percent Design – No Change
	60 Percent Design – No Change
	90 Percent Design – Additional 4 weeks
	Final Bid Documents – Extended 4 weeks
Task 1.3 Deliverables:	PERMITS TBD
Task 1.4 Duration:	Additional 8 weeks
Task 2 Duration:	Additional 4 weeks (Concurrent with Task 1.2)
Task 3 Duration:	No change



## ***Masteller, Moler & Taylor, Inc.***

1655 27th Street, Suite 2  
Vero Beach, Florida 32960  
Phone: (772) 564-8050  
Fax: (772) 794-0647  
e-mail: dt5243@bellsouth.net

### **AGREEMENT FOR PROFESSIONAL SURVEYING & MAPPING SERVICES**

**PROJECT:** IRC Landfill Survey  
**CLIENT NAME:** Kimley Horn & Associates - Jill Grimaldi, BCES  
**SITE ADDRESS:** 1325 74th Avenue SW  
Vero Beach, FL 32968

**PHONE:** Work - (772) 562-7981  
**E-MAIL:** jill.grimaldi@kimley-horn.com  
**MAILING ADDRESS:** 445 24th Street, Suite 200  
Vero Beach, FL 32960

MMT, Inc. is pleased to provide you with this proposal for performance of surveying services in support of engineering design for property located in Indian River County and lying in Section 25-33S-38E and identified as the Indian River County Landfill Project which shall include the following Scope of Services:

1. The Project limits is shown on the attached sketch provided by the client.
2. Recover existing horizontal and vertical control and establish control points including benchmarks on site as required. Elevations shall be based upon the North American Vertical Datum of 1988.
3. Obtain ground elevations within the areas shown on the attached sketch.
4. Obtain two (2) cross sections of the existing canal where identified in the attached.
5. Locate and obtain elevations on existing drainage features, ditches or canals within the project limits.
6. Integrate with previous survey and prepare Topographic survey in accordance with the Standards of Practice for Surveying as set forth by the State of Florida. Provide 5 signed and sealed copies and one digital CAD file upon completion.

We propose to perform the above described scope of services for a lump sum fee of \$1,800.00. We estimate the time of completion to be two (2) weeks from the notice to proceed.

Upon your verbal authorization for this survey, we order research materials and set up your job file. In the event of a cancellation and in order to cover our costs, you will be billed for all work/expenses incurred up to the date of cancellation, including costs to close out your file. See the attached for standard conditions.

Price is based and contingent upon site conditions described by Client or Clients representative. If, upon arrival at job site, conditions described do not accurately reflect the actual conditions of the property, charges for additional work may apply.

I, the undersigned, agree to all the terms of this Agreement and the Standard Conditions of this Contract attached hereto.

\_\_\_\_\_  
Client's Printed Name

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Taylor, President  
Masteller, Moler & Taylor, Inc.

12/2/2022  
\_\_\_\_\_  
Date





Mon Nov 8 2021

Imagery © 2022 Nearmap, HERE

20 ft

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## **Masteller, Moler & Taylor, Inc.**

1655 27th Street, Suite 2

Vero Beach, FL 32960

Phone: 772-564-8050

Fax: 772-794-0647

e-mail: dt5243@bellsouth.net

### **STANDARD CONDITIONS:**

**General:** These are the complete terms and conditions of this contract. All terms and conditions of the agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Client to the Surveyor.

**Definitions:** The Client is defined as the addressee(s) and may be referred to as "you". The Surveyor hereafter is defined as Masteller, Moler & Taylor, Inc. who also may be referred to as "I", "me", "it's" or "we". Agency is defined to mean any department or branch of a City or County that oversees or manages activities pertaining to the Surveyor's services.

**Permission:** The client hereby grants the surveyor permission to enter or drive onto client's premises as necessary to perform their services or duties. Furthermore, the client also grants surveyor permission to clear and/or cut trees, branches, or brush as necessary to perform their survey or set property corners.

**Underground Asbuilts:** The Client is responsible for assisting the surveyor as necessary to obtain the location and elevation of any underground utilities as necessary. Client shall expose or mark installed underground utilities for location by surveyor. Surveyor is not responsible to excavate to find utilities.

**Scheduling:** The surveyor makes no guarantee as to field scheduling or time of deliveries. The surveyor is not liable for costs or expenses incurred due to conflicts in scheduling or work backlogs. Further, the surveyor makes no time guarantees, except that surveys, drawings or reports will be performed on first come first served basis. Any scheduling due dates on the front of this contract will be considered target dates only and not be construed as a guarantee. The practice of Land Surveying is not an exact science and is subject to a certain degree of inaccuracy, interpretation of evidence and opinion. The survey is not considered complete until all procedures and calculations used to derive the survey have been reviewed and double-checked by our staff.

**Warranty:** The Surveyor makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they were promulgated after preparation according to generally accepted procedures and practices by or under the direction of a professional surveyor and mapper licensed to practice in the State of Florida.

The boundary corners and lines depicted by this survey will be established per record title information and represent deed lines only. They do not purport to show ownership lines, lines affected by adverse use, lines of conflicting/overlapping deeds, or other lines that may otherwise be determined by a court of law.

**Limitation of Liability:** Client recognizes and assumes the inherent risks connected with development and construction. For its part, Surveyor will do its best to perform its services to meet the requirements of generally accepted local principles and practices of engineering and land planning. The client agrees to limit Surveyors liability to the client due to Surveyors negligent acts, errors, or omissions, or alleged breach of contract, such that the total aggregate liability to Surveyor shall not exceed \$1,000,000.00. Client further agrees to indemnify Surveyor in an action brought against Surveyor seeking compensation for any personal or bodily injury as a result of services rendered under this contract unless those injuries are caused by the work of the Surveyor.

**Payment Provisions:** The Client agrees to encumber sufficient funds to be designated solely to pay for the Surveyor's services. The Client will make payment in full within 30 days of initial submittal of the Surveyor's report, plan specifications, etc. to the Client or the primary regulatory agency. The Client will pay, in full, each subsequent invoice within 30 days of the date on the invoice, and pay an additional charge of two percent (2%) of the amount of the invoice per month for any payment received by the Surveyor more than thirty (30) days from the date of the invoice. Additionally, a \$25.00 administrative service fee will be assessed for each monthly Statement of Account issued after the work is completed or suspended by either party. Accounts 45 days past due will be subject to lien, unless other arrangements are made at the time the Agreement is signed. Fees for all Surveyor's time expended and all expenses incurred for liens or collection of any delinquent amount including, but not limited to reasonable attorney fees, witness fees, court costs, charges at current billing rates for time spent by and on behalf of the Surveyor shall be paid by the Client in addition to the delinquent amount. The Client authorizes the Surveyor to charge Client's credit card, as provided to the Surveyor, in the event invoices become past due.

**Extra Services:** The Client, prior to commencement of additional services will authorize any extra services beyond those that are included in the Scope. The Client will reimburse the Surveyor any extra services monthly

according to the same provisions identified under the preceding paragraph, "Payment Provisions". The Surveyor will be compensated at a rate determined by the Surveyor. Any and all work performed, other than that specifically contracted for within this general contract, shall be billed at the following job classification and rates:

Principal	\$ 150.00/hr.
Professional Surveyor/PSM	\$ 125.00/hr.
Project Manager	\$ 100.00/hr.
Field Crew (2-man)	\$ 125.00/hr.
Field Crew (3-man)	\$ 150.00/hr.
CADD Draftsman/Designer	\$ 75.00/hr.
Administration	\$ 50.00/hr.

Surveyor reserves the right to adjust rates as necessary.

**Reimbursable Expenses:** The following Reimbursable items shall be charged the cost as described plus the hourly wage to perform such services if significant.

Photo Copies	\$0.50/sq. ft.
Concrete Monuments	\$25.00/per
Mylar	\$25.00/per sheet
Lathes	\$0.75/per
Hubs	\$0.25/per

Be advised if the amount of copies is significant, there may be additional hourly charges. Professional services required for trial and/or document preparation, expert witness, consultation or meetings will be charged at the rate of \$150.00 per hour. The Surveyor will submit an invoice to the Client based on the actual time and expenses incurred upon completion of the survey or submittal of drawings or reports to the Client or Agency. If additional and subsequent services are requested or needed, they will be billed on a monthly basis for the services performed.

**Coordination and Payment of Other Fees and Permits:** The Client shall coordinate, be responsible for, and pay for all submittals, reviews, all direct and indirect costs for obtaining permits, etc. unless expressly identified in this agreement as a service to be provided by the Surveyor. Such services and fees excluded from this contract include, but are not limited to: cost of monuments, materials to set monuments (if required), photo Mylars (if required), surveying of critical areas, environmental studies, road design, aerial topography fees, and other fees, title company charges, special blueprints and reproductions, etc.

**Overtime Payment Provision:** **Overtime** shall be billed at a rate of 1.5 times the regular time rate. (See Payment Provisions above) Overtime shall be defined as any crew time over 8 hours in a day, including travel time. The Client prior to commencement of services shall authorize overtime.

**Sub-Contractors:** The costs for services and expenses charged to the Surveyor by other sub-contractors, professional or technical firms that may be engaged in connection with completion of the Scope of services will be billed to the Client at costs, plus fifteen percent (15%) for overhead and handling.

**Disputes:** This Agreement may be terminated by either party at any time, for any reason, upon ten (10) days written notice, and may be terminated immediately upon written notice in the event of a breach by the other party. Client will be responsible for all costs due to surveyor for work completed up to the date of termination. The Surveyor will not incur any liability for damages due to the delay of the project as a result of stopping performance of services (as provided in the preceding paragraph) due to the failure of the Client to pay for services rendered, nor will the Surveyor be responsible for delays caused by factors beyond the Surveyor's control or by factors that could not reasonably have been foreseen at the time this Agreement was executed. In the event of legal action brought by either party involving this Agreement, including, but not limited to, an action by the Surveyor against the Client for Invoice amounts not paid, attorney's fees, court costs, and other related expenses will be paid to the prevailing party by the other party.

**Payment in the Event of Termination:** In the event this Agreement is terminated, the Surveyor will be compensated for service performed and expenses incurred under this Agreement to the date of termination in accordance with the above provisions. If the Client terminates this Agreement, the Surveyor will also be compensated for all reasonable costs and expenses incurred to assemble and close project files and records.

**Frivolous and/or Unfounded Claims:** If the Client makes a claim or claims against the Surveyor, at law or otherwise, for any alleged error, omission, or act arising out of the performance of it's professional services, and the Client withdraws or fails to prove such claim, then the Client shall pay for all of the Surveyor's time at



professional fee rates and all expenses, including such costs as actual attorney's fees, incurred by the Surveyor in the preparation of response to, and in defense against such claim or claims.

**Ownership of Materials:** All reports, plans, specifications, estimates, and supporting documentation, including but not limited to: all field data, photographs/videos, calculations, drawings, reports, other data, documentation, and records prepared by the Surveyor are instruments of service and shall remain the property of the Surveyor. The principal documents (plans, specifications, reports, etc.) are copyright protected. Copies may not be reproduced or altered in any way without the express written consent of the Surveyor. The Client agrees that all reports and other services furnished to the Client or assignee will be returned immediately upon demand, if payment for Surveyor's services is delinquent or in dispute. Further, the Client agrees, under such circumstances, that all material furnished by the Surveyor or the Client or assignees thereof will not use copies for any purposes whatsoever. After the conclusion or suspension of the Surveyor's services, the Surveyor will retain all pertinent summaries and reports relating to services performed for the Client on the project for five (5) years following submission of the report, plans, specifications, and/or engineering cost estimate for examples, as applicable. The records will be made available to the Client during that time period. The Surveyor also retains ownership of all materials used to mark property corners and the right to access these materials in the event of any necessary adjustments. Electronic files may be provided for an additional charge, solely as a convenience to the recipient and shall NOT be considered "Drawings of Record" or as "Construction Documents". All documents considered "Drawings of Record" or "Construction Documents" shall be HARD COPY and shall be accompanied by a professional's stamp and signature. Masteller, Moler & Taylor, Inc. does not guarantee the accuracy of the electronic data, due to possible alterations by others. These electronic files shall not be used for purposes beyond the scope of original contract. All said drawings; reports, etc. are for the exclusive use of the contracting party only, and not transferable. Any subsequent parties or property owners are not authorized to use said documents without contracting with Masteller, Moler & Taylor, Inc. for re-certification of the work.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties irrevocably consent to the jurisdiction and venue of the courts located in Indian River County, Florida with respect to this Agreement or the services provided.

**Severability:** If any provision herein is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected.

#### **END OF STANDARD CONDITIONS**