

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

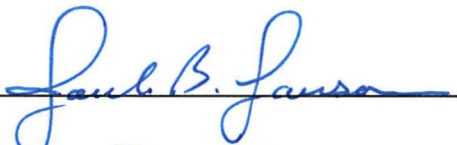
**Project ID 41.22.516**

This Work Order Number \_\_\_\_ is entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, pursuant to that certain Continuing Contract Agreement, dated May 2, 2023, ("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 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:**

By: 

Print Name: JACOB LAWSON

Title: ASSOCIATE

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

By: \_\_\_\_\_  
John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency:

\_\_\_\_\_  
William K. DeBaal, County Attorney

Purchasing Approval:

\_\_\_\_\_

Department Head Approval:

\_\_\_\_\_

**EXHIBIT #A**  
**66<sup>th</sup> Avenue Phase II Utility Adjustments Construction Phase Services**  
**Project ID 41.22.516**

**PROJECT UNDERSTANDING**

Indian River County Department of Utilities Services (IRCDUS) is relocating approximately 600 linear feet of 4" PVC sanitary force main, 200 linear feet of 6" PVC water main, 150 linear feet of 12" PVC water main and 200 linear feet of 16" PVC water main in conjunction with Indian River County Public Works 66<sup>th</sup> Avenue Phase II Widening from 69<sup>th</sup> Street to SR-510/85<sup>th</sup> Street project (IRC-1505B).

IRCDUS has asked that Kimley-Horn and Associates, Inc. (CONSULTANT) provide professional engineering services for construction phase services associated with the utility adjustments/relocations.

The following scope of services details the construction phase services associated with the IRCDUS utility adjustments for the Indian River County Public Works 66<sup>th</sup> Avenue Phase II Widening from 69<sup>th</sup> Street to SR-510/85<sup>th</sup> Street project (IRC-1505B).

**SCOPE OF SERVICES**

**Task 1 - Construction Phase Services**

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

1. *Pre-Bid Meeting.* The CONSULTANT will attend the pre-bid meeting to assist the COUNTY in describing the scope of work contained with the construction documents. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.
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 CONSULTANT 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 CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.
8. *Record Drawing Review and Permit Certification.* The CONSULTANT will review the Record Drawings as submitted by the Contractor. Based upon receiving acceptable Record Drawings from the Contractor, the CONSULTANT will prepare and submit certifications to the following jurisdictional agencies:
  - Indian River County
  - Florida Department of Environmental Protection
  - Sebastian River Improvement District
9. *Final Notice of Acceptability of the Work.* The CONSULTANT 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 CONSULTANT 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 CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the CONSULTANT'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.

**SCHEDULE**

Upon authorization to proceed by the COUNTY, the services identified above are anticipated to extend through the duration of project construction, which is estimated to be approximately 18 months.

**FEE SCHEDULE**

We will provide these services in accordance with our Continuing Consulting Engineering Services Agreement for Professional Services dated May 2<sup>nd</sup>, 2023 by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida (COUNTY) and Kimley-Horn and Associates, Inc., (Consultant):

Professional Services Fee

The basic compensation mutually agreed upon by the Consultant and the COUNTY is as follows:

*Cost Plus Max*

Task

Task 1 - Construction Phase Services	\$ 24,135
--------------------------------------	-----------

Summary

**Project Name**

66th Avenue Phase II - Post Design Services for IRCDUS

**Task Summary**

Manhours for project

<i>Task</i>	<i>Principal</i>	<i>Senior Professional</i>	<i>Registered Professional</i>	<i>Professional II</i>	<i>Professional I</i>	<i>Support Staff</i>	<i>Remarks</i>
	\$300	\$270	\$210	\$160	\$130	\$75	
<i>Post Design Services</i>	4	46	0	54	0	25	
<i>Total Hours =</i>	4	46	0	54	0	25	
<i>Labor Fee =</i>	\$1,200	\$12,420	\$0	\$8,640	\$0	\$1,875	
<i>Total Labor Fee =</i>	\$24,135						

Post Design Services

Activity: Post Design Services

Task	Principal	Senior Professional	Registered Professional	Professional II	Professional I	Support Staff	Remarks
Contract File		4				4	
Pre-Bid Meeting & Responses							
Request for Information	4	20		20		3	
Shop Drawing Review							
Utility Elements		10		10		4	
Project Coordination							
Inspection Support							
Pressure Test		2		8		4	
Bacteriological Test Review		2		8		4	
Project Certifications							
County							
FDEP		4		8		4	
SRID							
Project Management		4				2	
<b>Subtotal</b>	<b>4</b>	<b>46</b>	<b>0</b>	<b>54</b>	<b>0</b>	<b>25</b>	