

WORK ORDER NUMBER 27
37TH STREET AND INDIAN RIVER BOULEVARD INTERSECTION IMPROVEMENTS
POST DESIGN SERVICES

This Work Order Number 27 is entered into as of this ____ day of _____, 2026, 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 of the Agreement (Rate Schedule) for RFQ 2023015, 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: KIMLEY-HORN AND
ASSOCIATES, INC.

By: _____

Print Name: Brian Good

Title: Senior Vice President

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

By: _____

Deryl Loar, Chairman

BCC Approval Date: _____

By: _____

John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency:

By: _____

Jennifer W. Shuler, County Attorney

Ryan L. Butler, Clerk of Court and Comptroller

Attest: _____

Deputy Clerk

EXHIBIT A SCOPE OF WORK

The County desires to reconstruct the 37th Street and Indian River Boulevard intersection to remove the acute angle intersection geometry to improve driver sightlines and to provide dual eastbound right turn and dual northbound left turn auxiliary lanes.

To assist the County in implementing this project the Consultant will assist the County in making application to extend existing jurisdictional permits, review existing franchise utility infrastructure to identify existing facilities that will need to be relocated to accommodate proposed improvements, develop a traffic control plan to aid in minimizing intersection operational disruptions and provide post design services to support the County during construction.

A. Jurisdictional Permits:

St. Johns River Water Management District (SJRWMD) issued an individual environmental resource permit in September 2021 addressing the work described above. The Consultant will make application to SJRWMD to request a permit extension, as this work is not expected to begin until 2026.

B. Franchise Utility Coordination:

The Consultant will contact all known utility companies having installations in the immediate vicinity of the proposed work and consider relocation of utilities, if necessary. The Consultant will provide the COUNTY with necessary information relative to required utility adjustments, relocations and installations and will show all known existing utilities on the final design plans. Design modifications to existing utility lines, if necessary, may be negotiated by a separate agreement.

C. Traffic Control Plan:

The CONSULTANT shall develop a Traffic Control Phasing Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadway ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations.

The CONSULTANT shall evaluate and address drainage to adequately drain the road during all construction phases. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the Florida Department of Transportation (FDOT).

D. Post Design 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, and provide revised plans as requested.
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. Shop drawings, samples or certifications are anticipated to be submitted related to the following:
 - Roadway elements
 - Drainage elements
 - Signing & Marking elements
 - Signal elements
 - Utility elements
5. *Applications for Payment.* All applications for payment will be reviewed prior to approval by the COUNTY.
6. *Final Notice of Acceptability of the Work.* The County will be responsible for project acceptance.
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
 - St. Johns River Water Management 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.

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>
Jurisdictional Permitting	\$ 5,480
Franchise Utility Coordination	\$ 13,280
Traffic Control Plan	\$ 109,080
Post Design Services	\$ 80,040

Project Total = \$ 207,880

TIME SCHEDULE

Upon authorization to proceed by the COUNTY, final design documents are expected to take approximately six (6) months from the Notice to Proceed (NTP).

NTP	contingent upon approval
60% Plan Submittal	4 months following NTP
100% Plan Submittal	6 months following NTP

Summary

Project Name

Task Summary

37th Street Intersection Post Design Services

Manhours for project

<i>Task</i>	<i>Principle</i>	<i>Senior Professional</i>	<i>Registered Professional</i>	<i>Professional 1</i>	<i>Designer</i>	<i>Support Staff</i>	<i>Remarks</i>
	\$300	\$270	\$210	\$130	\$165	\$75	
Post Design Services	24	52	176	168	0	0	
Traffic Control Plan	72	4	0	360	240	0	
Permitting	2	12	0	8	0	8	
Franchise Utility Coordination	8	4	0	20	40	8	
Total Hours =	106	72	176	556	280	16	
Labor Fee =	\$31,800	\$19,440	\$36,960	\$72,280	\$46,200	\$1,200	
<i>Sub-Total Fee =</i>	\$207,880						
<i>Design Topo Fee =</i>	\$0						
<i>Geotech Fee =</i>	\$0						
<i>Project Total Fee =</i>	\$207,880						

Post Design Services

Activity: Design Analysis / Review

Task	Principle	Senior Professional	Registered Professional	Professional 1	Designer	Support Staff	Comments
Pre Bid Meeting and Comment Responses	12		16	16		4	
Pre Construction Meeting			4	4		2	
Bi-Weekly Construction Meeting			0	0			
Pay Application Review			0	0			
Shop Drawing Review		20	60	60		12	
Request for Information		20	80	80		16	
As-Built Review		4	8	8		4	
Final Inspection/ Project Close-out		8	8			4	
Weekly Progress Reports and Coordination			0	0			
QC/QA	4						
Project Management	8						
Subtotal	24	52	176	168	0	0	

Traffic Control Plan

Activity: Traffic Control Plan

Task	Principle	Senior Professional	Registered Professional	Professional 1	Designer	Support Staff	Comments
Phase 1 Plan	20			120	80		
Phase 2 Plan	20			120	80		
Phase 3 Plan	20			120	80		
QC/QA	12						
Project Management		4					
Subtotal	72	4	0	360	240	0	

Activity: Permitting

[illegible]

Activity: Franchise Utility Coordination

Task	Principle	Senior Professional	Registered Professional	Professional 1	Designer	Support Staff	Comments
Franchise Utility Coordination		4		20	40	8	
QC/QA	4						
Project Management	4						
Subtotal	8	4	0	20	40	8	