

WORK ORDER 22

Rails to Trails 1.4 Mile Extension of the Historic Trans-Florida Rail Trail

This Work Order Number 22 is entered into as of this ___ day of _____, 2021, pursuant to that certain Continuing Consulting Engineering Services Agreement for Professional Services entered into as of this 17th day of April, 2018 (collectively referred to as the "Agreement"), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and MBV Engineering, 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 D (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 B (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: 
Title: Vice President

By: _____
Joseph E. Flescher, Chairman

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 T. Reingold, COUNTY Attorney

EXHIBIT A - SCOPE OF WORK

It is understood the COUNTY desires to construct Phase 2 of the Historic Trans Florida Rail Trail system from the west side of the I-95 Bridge approach to the City of Fellsmere city limits. The 1.4-mile trail extension will pass through the St. Sebastian River Preserve and will follow the Historic Trans-Florida Railroad Route. We understand the upgraded trail will convert the trail to an asphalt paved surface with several culvert crossing installations to re-connect and rehydrate existing wetlands. It is also understood the multi-use trail will also provide for a safety upgrade for this area by acting as a fire break for the St. Sebastian River Preserve and provide for safer egress movements for emergency vehicles.

Through preliminary coordination with county staff and the St. Johns River Water Management District (SJRWMD), it is understood the project will require environmental design and permitting and that the COUNTY will contract these services separately with the selected environmental consultant. MBV will coordinate, as necessary, with the selected consultant to provide all plans and documents necessary for the jurisdictional permitting. All environmental design, studies, reports, and investigations will be completed by the selected consultant and provided to MBV as needed for submissions to the jurisdictional agencies.

It is understood, through meetings with SJRWMD, no stormwater design will be required other than the development for the project's Erosion Control Plans. Therefore, drainage modeling and permitting are not included in this Work Order. It was further understood, through coordination with SJRWMD, the project environmental permitting must also be reviewed and approved by Florida Department of Environmental Protection (FDEP) under the new 404 Assumed Waters requirement. This permitting will be conducted by the COUNTY's environmental consultant and MBV will assist with documents, as necessary, in this coordination.

Project survey will be provided by the COUNTY. Survey shall be inclusive of topography, above-ground infrastructure, any utility and underground infrastructure, wetland or preserve area(s) flagging, that may be required for design in the influence area of the proposed project limits. All vertical and horizontal locations shall be the responsibility of the COUNTY, or COUNTY's designated consultant, and provided to MBV for use in the proposed design plans. MBV shall coordinate and work with COUNTY, as needed, on the necessary plan coordination for the existing conditions information. Furthermore, it is understood that IRC will coordinate with the Florida Department of Transportation (FDOT) during the project and that MBV will assist and provide all necessary design documentation, as needed, to support the coordination.

The CONSULTANT proposes to provide the COUNTY with the necessary design plans and engineering to complete the below detailed scope of work associated with the roadway safety improvements project and as further described below.

Task 1 - Trail Route & Topographic Survey Review and Coordination

MBV will coordinate with the COUNTY, or COUNTY's survey consultant, as required, on the existing conditions survey data and information. It is understood COUNTY will provide all necessary topographic survey data in CAD format to MBV for utilization in the design plans. It is also understood all vertical and horizontal locates will also be provided by the COUNTY or COUNTY's survey consultant. MBV shall review provided survey data and shall provide in writing to the COUNTY comments for any areas requiring further data collection needed to assist in the proper project design. MBV shall utilize final existing conditions data for the base line information for the project.

Task 2 - Trail Construction Plans

The trail construction plans shall be developed to provide design for the 1.4-mile length of the Historic Trail from the west side of the I-95 Bridge approach to the City of Fellsmere city limits. The plans will reflect the design and details to include the construction of the 1.4-mile section trail from the limits stated above.

The construction plans shall include plan and profile views of the proposed trail and up to (45) cross-sections at intervals along the 1.4-mile corridor improvement area, or at more frequent intervals near sensitive design areas. Trail plans shall include paving and grading design with applicable details, as required. It is understood that minor drainage infrastructure is anticipated to re-connect and re-hydrate existing wetlands and will, therefore, be detailed accordingly in the trail improvement plans. All plans will be prepared in accordance with the latest design standards and practices (MUTCD) and the FDOT Standard Specifications and Indices. Trail plans shall depict existing rights-of-way, section lines, property lines (as applicable), temporary construction easements (as applicable) and center line of construction. Erosion control plans and applicable details sheets shall be developed, as applicable, to support the roadway project.

All specifications shall be noted and contained on the trail construction plans and shall reference either Indian River County and/or FDOT Specifications for Road and Bridge Construction. Any deviations from County and/or FDOT Specifications for Road and Bridge Construction shall be noted and clarified on the construction plans.

Task 3 - County Reviews

The CONSULTANT will attend two (2) progress review meetings with the COUNTY staff at the 50 and 100 percent levels of design completion. Design plans will be provided to the COUNTY at the 50% design milestone for review. COUNTY will provide to CONSULTANT written comments at each review phase. CONSULTANT will rely on COUNTY to coordinate with Florida Department of Transportation (FDOT) for the proper reviews of said plans. MBV will incorporate any comments from FDOT into the plans as provided and upon approval by COUNTY. This task includes revisions to plans from each COUNTY and FDOT review within reasonable scope of the project.

Task 4 - Permitting

Through a coordination call with SJRWMD staff, it was acknowledged that the proposed improvements will require an Individual Permit Modification to SJRWMD Permit No.: 141651-1. Stormwater Drainage Modeling will not be required but all Erosion Control measures must be designed and accounted for. A joint application will be required that will include all the necessary environmental applications, reports, plans and documents to be submitted with the modification application. It is also understood the project will require approval from the FDEP under the new 404 Assumed Waters policy. All Environmental permitting design and coordination will be conducted by the COUNTY's selected environmental consultant and provided to MBV as needed for the permit applications process.

COUNTY shall be responsible for the payment of permit application fees.

Task 5 - Cost Estimates and Pay Items

The consultant will produce an Opinion of Probable Cost (OPC) at the 100% design milestone of the project. A summary of pay items sheet shall be prepared and incorporated into the 100% (Final) plans submission. The final plans (signed and sealed) will be provided to COUNTY based upon English units and provided in digital and PDF formats.

Task 6 - Bidding Phase

The COUNTY shall be responsible for providing the front-end bid documents, bid opening date, advertisement of the bid, scheduling the pre-bid meeting, and scheduling the bid opening. The Consultant will provide the following:

- Preparation of civil plan documents for bidding
- Attendance at pre-bid meeting
- Responses to requests for additional information (RAIs) from bidders

NOTE: All construction specifications will be on the applicable Civil plan sheets in lieu of a specifications manual. The Consultant will prepare a pdf file of the final bid package for the COUNTY's use in distribution to prospective bidders via DemandStar.

Task 7 - Construction Phase

The Consultant shall provide the below services during the Construction Phase. Should additional Construction Services be desired, CONSULTANT can provide COUNTY Amendment to the Work Order for the desired additional services.

- Shop drawings review of civil site components
- Attendance at one (1) pre-construction meeting
- Coordination with COUNTY Planning and Public Works inspection staff for RAIs during construction
- RAI coordination with selected contractor
- Review of project as-builts provided to CONSULTANT by COUNTY
- Certification by E.O.R. to COUNTY, SJRWMD and FDEP for Civil Portion

EXHIBIT B - SCHEDULE

Upon authorization to proceed by the COUNTY, the above described services will be provided based on the following schedule:

- Interim Submittal (50% design drawings) 90 days from the latter of the issuance of Notice to Proceed or receipt of the project survey
- Construction (100% design drawings) 90 days from 50% Milestone Review*

*It should be noted, through coordination with the SJRWMD, permitting with the FDEP for the Environmental portion of the project under the new 404 Assumed Waters Policy may take additional time. Though the construction plans may be deemed complete by all parties, it is possible the FDEP approval may not yet be available.

EXHIBIT C - DELIVERABLES

The CONSULTANT shall provide the COUNTY with the following at the designated milestones:

- Interim (50%) completion:
 - Three (3) sets of plans in FDOT 11"x17" format
 - One electronic version of plans set in PDF format
- Construction (100%) completion:
 - Three (3) sets of plans in FDOT 11"x17" format (signed & sealed)
 - One (1) Opinion of Probable Cost (OPC)
 - One (1) electronic version of the plans in pdf and CAD format

EXHIBIT D - 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:

Task	Fee
Task 1: Trail Route & Topographic Survey Review and Coordination	\$4,400
Task 2: Trail Construction Plans	\$ 43,500
Task 3: County Reviews	\$ 5,500
Task 4: Permitting	\$ 9,200
Task 5: Construction Estimates & Pay Items	\$ 1,250
Task 6: Bidding Phase	\$ 3,400
LUMP SUM TOTAL	\$67,250
Task 7: Construction Phase (HRLY Not-To-Exceed)	\$ 17,500
HRLY NOT-TO-EXCEED TOTAL	\$17,500

Note: The above fee schedule represents a Lump Sum fee for Tasks 1-6. Task 7 will be billed on an hourly rate bases as the services are required with a not-to-exceed fee amount.

ADDITIONAL SERVICES

When required by the COUNTY or the Contract Documents, where circumstances exist beyond the Consultant's control, Consultant shall provide or obtain from others, as circumstances required, those additional services not listed as part of the Work Order, the Consultant shall notify the COUNTY promptly prior to commencing said Additional Services, and if agreed upon, will be paid for by COUNTY in accordance with the Master Agreement, Professionals and vendor intended to provide additional services shall first be approved by the COUNTY, in writing, by the COUNTY's Project Manager.

The COUNTY has selected the Consultant to perform the professional services set forth on this Work Order. The professional services will be performed by the Consultant for the fee schedule set forth in this Work Order. The Consultant will perform the professional services within the timeframe more particularly set forth in this Work Order 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.