

**WORK ORDER 7**

**INDIAN RIVER COUNTY 43<sup>rd</sup> AVENUE SIDEWALK IMPROVEMENTS**

This Work Order Number 7 is entered into as of this \_\_\_ day of \_\_\_\_\_, 202\_, pursuant to that certain Continuing Consulting Contract Agreement, dated May 2, 2023 (“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 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: MBV Engineering, Inc.**

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

By: 

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

Joseph E. Flescher, Chairman

Name: Todd Howder

Title: Vice President

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

(SEAL)

## EXHIBIT A - SCOPE OF WORK

It is our understanding that the COUNTY intends to demolish the existing sidewalk system located within the 43rd Avenue rights-of-way between 45th Street and 49th Street in Vero Beach, Florida, and replace with a new 6-foot-wide sidewalk system. The total length of the project area (including both sides) is approximately 5,000 linear feet. We further understand drainage improvements, by means of swale regrading and culverting, will be required where the proposed 6-foot sidewalk impacts the existing ROW swales / drainage system. In addition, pursuant to coordination and direction from COUNTY staff, it is understood no COUNTY, SJRWMD or other agency permitting is required due to the nature of the improvement. Finally, we understand that this project is an LAP project, FM No. 452995-1-58-01, and that COUNTY will provide all Surveying services and other documents as required for the submission to FDOT. A description of each service under this work order is provided below in further detail.

### **Task 1 – Initial Phase (30%)**

#### **A. County Coordination**

The CONSULTANT will coordinate with the COUNTY Surveyor to coordinate the scheduling of the existing conditions survey. The existing conditions survey must be completed and provided to MBV in CAD format prior to any Civil design commencing. This task also includes the initial coordination needed with COUNTY MPO staff during this phase

#### **B. Construction Plans**

The CONSULTANT will prepare 30% design drawings for the proposed improvements to include the following: Cover Sheet, Existing Conditions Plan (Survey provided by COUNTY), Demolition Plan, Site Plan, Typical Section Plan, Grading and Drainage Plan.

#### **C. County Review & Plan Revisions**

The CONSULTANT will attend one (1) progress review meeting with COUNTY staff to review the 30% design plans. A single set of review comments shall be provided to CONSULTANT prior to, during or after the review meeting, as applicable. This task includes one revision to plans from the COUNTY review within reasonable scope of the project.

#### **D. FDOT Review & Plan Revisions**

The CONSULTANT will attend one (1) virtual (Teams/Zoom) progress review meeting with FDOT staff to review the 30% design plans. A single set of review comments shall be provided to CONSULTANT prior to, during or after the review meeting, as applicable. This task includes revisions to plans from the FDOT review within reasonable scope of the project.

#### **E. Engineer's Estimate**

The CONSULTANT will produce an Engineer's Estimate for the 30% design plans milestone. The cost estimate shall be prepared utilizing the FDOT Engineers Estimate form.

## **Task 2 – Constructability Phase (90%)**

### **A. Construction Plans**

The CONSULTANT will prepare 90% constructability drawings for the proposed improvements to include the following: Cover Sheet, Existing Conditions Plan (Survey provided by COUNTY), Demolition Plan, General Notes & Specifications Plan, Typical Section Plan, Site Plan, Grading and Drainage Plan, Erosion Control Plan, Sidewalk Profiles Plan and applicable project details sheets.

### **B. Swale Drainage Calculations**

The CONSULTANT will prepare pre / post hydraulic calculations pursuant to the FDOT drainage manual to determine the headloss due to the swale changes and to properly size any new culverts.

### **C. County Review & Plan Revisions**

The CONSULTANT will attend one (1) progress review meeting with COUNTY staff to review the 90% constructability plans. A single set of review comments shall be provided to CONSULTANT prior to, during or after the review meeting, as applicable. This task includes one revision to plans from the COUNTY review within reasonable scope of the project.

### **D. FDOT Review & Plan Revisions**

The CONSULTANT will attend one (1) virtual (Teams/Zoom) progress review meeting with FDOT staff to review the 90% design plans. A single set of review comments shall be provided to CONSULTANT prior to, during or after the review meeting, as applicable. This task includes revisions to plans from the FDOT review within reasonable scope of the project.

### **E. Engineer's Estimate**

The CONSULTANT will produce an Engineer's Estimate for the 100% design plans. The cost estimate shall be prepared utilizing the FDOT Engineers Estimate form. It is directed by FDOT that though the constructability phase represents 90% design plans, the Engineer's Estimate for this phase shall be based on the 100% milestone.

## **Task 3 – Agency Submittals (Production Phase)**

### **A. Final Construction Plans**

The CONSULTANT will prepare the final (100%) Signed and Sealed Construction documents and transmit to COUNTY for Agency submittal.

### **B. Final Engineer's Estimate**

The CONSULTANT will prepare the final Signed and Sealed Engineer's Estimate and transmit to COUNTY for Agency submittal.

### **C. County Submittal Coordination**

The CONSULTANT will assist COUNTY with the Civil portion of deliverables during this phase. This task may include coordination calls, meetings or virtual meetings to assist with the development of the final transmittal documents. COUNTY will be responsible for developing and transmitting the full Agency submittal package (with all other documents completed by others) to FDOT.

#### **Task 4 - 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 one (1) pre-bid meeting
- Responses to requests for additional information (RAIs) from bid meeting. A single set of RAI comments shall be provided to CONSULTANT by COUNTY such that a reasonable timeframe is provided that allows the CONSULTANT to address any comments properly.

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 and FDOT, if applicable.

#### **Task 5 - 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.

- Attendance at one (1) pre-construction meeting with COUNTY and selected contractor
- Shop drawings review of civil site components
- Coordination with COUNTY MPO and Public Work staff for RAIs during construction
- RAI coordination with selected contractor
- Work Change Directives – the Consultant may recommend changes to the COUNTY and will review and make recommendations related to the RAIs or work change directives submitted or proposed by OWNER or Contractor, and provide revised plans as requested.
- Eight (8) sidewalk pre-pour formboard inspections during construction phase
- One (1) pre-final inspection for punch list prior to final inspection
- One (1) Final Inspection with COUNTY for substantial completion confirmation
- Review of project as-builts provided to CONSULTANT by COUNTY
- Certification by E.O.R. to COUNTY upon project completion

#### **Task 6 – Reimbursables**

This task includes costs and expenses such as print costs, mileage, courier deliveries, and overnight deliveries associated with the project. Permit application fees are not included in this Task and will be paid directly by the Owner if applicable.

## EXHIBIT B - SCHEDULE

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

- Initial Phase (30% design package) 90 days from the latter of the issuance of Notice to Proceed or receipt of the project survey
- Constructability Phase (90% design package) 90 days from receipt of Initial Phase comments\*

*\*Comments must be provided to CONSULTANT no later than January 5, 2026, to meet the FDOT LAP Constructability submittal deadline of April 13, 2026.*

## EXHIBIT C - DELIVERABLES

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

- Initial Phase (30%) completion:
  - One electronic version of plans set in PDF format
  - One electronic copy of the Engineer's Estimate
- Constructability Phase (90%) completion:
  - One electronic version of plans set in PDF format
  - One electronic copy of the Engineer's Estimate
- Agency Submittals (Production Phase):
  - Three (3) hard copy sets of plans in FDOT 11"x17" format (signed & sealed)
  - Three (3) hard copy Final Engineers Estimate (signed & sealed)
  - One (1) electronic version of the documents package in pdf and CAD format

## EXHIBIT D - RATE 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:

<b>Task</b>	<b>Fee</b>
Task 1 - Initial Phase (Items A-D)	\$ 12,500
Task 2 - Constructability Phase (Items A-D)	\$ 33,500
Task 3 - Agency Submittals (Items A-C)	\$ 3,500
Task 4 - Bidding Phase	\$ 3,000
Task 5 - Construction Phase	\$ 13,000
Task 6 - Reimbursables	\$ 1,500
<b>Work Authorization Total</b>	<b>\$ 67,000</b>

## 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.