

WORK ORDER NUMBER #6
Atlantic Boulevard Parking Area Project
IRC Project No. 1719

This Work Order Number 6 is entered into as of this ___ day of _____, 2017, pursuant to that certain Continuing Contract Agreement for Professional Services, dated November 15, 2011, and that certain Extension and Amendment of Continuing Contract Agreement for Professional Services entered into as of the 4th day of November, 2014 (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").

SCOPE OF WORK

It is our understanding that the Engineering Division intends to create a "Cure Plan" for the Atlantic Boulevard parking area, in conjunction with the anticipated future State Road 60 and 43rd Avenue roadway widening projects, as mutually agreed upon by the City of Vero Beach and Indian River County, and adjacent property owners. Improvements shall include, but are not limited to, extending the driveway connection from the businesses on Atlantic Boulevard west of 42nd Avenue to connect with Atlantic Boulevard opposite the driveway to Abbott's Frozen Custard (4140 20th St), install a new irrigation well to replace the one currently in Poinsettia Park, and provide landscaping on both sides of the realigned Atlantic Boulevard at State Road 60. More specifically, these improvements are to be provided as per the Interlocal Agreement between the City of Vero Beach and Indian River County dated April 21, 2015, and as preliminarily detailed in Exhibit "9" of said Agreement.

The proposed design improvements will consist of driveway realignment, parking improvements, drainage improvements, landscaping and irrigation well relocation within the areas as defined above. In addition it is assumed the proposed design will be based on the existing site configuration. Incorporation of proposed design plans into the FDOT State Road 60 / 43rd Avenue design plans and other off-site improvements/ utility relocates are not included in this scope of work.

MBV Engineering, Inc. will provide the survey, design, permitting, and bidding service related to the above activities.

1. **Survey (Existing Conditions)**

CONSULTANT will obtain the boundary and topographic survey for the area to receive the improvements. In addition, the CONSULTANT shall locate all visible above ground utilities, structures, paved areas, and buildings within the improvement area.

2. **Design Services**

a. **Construction Plans / Meetings**

The Consultant will prepare 24" x 36" design drawings signed & sealed, for the above described improvements. The design drawings will include Preliminary Site Plan layout, Final Site Plan layout, Pavement Design Details, Utility Plan Details and Erosion Control Plan and Details.

The Consultant will meet with adjacent property owners, individually, two times each and will meet with all property owners simultaneously up to four times to review the preliminary Site Plan to obtain input on proposed layout and incorporate comments as applicable.

b. **Specifications**

The Consultant will prepare technical specifications for the proposed improvements. The County will provide in an electronic format the Division specifications that are applicable and the Consultant will modify them as required to make project specific.

c. **Construction Cost Estimate**

The Consultant will prepare estimates of probable construction costs (based upon FDOT Basis of Estimates) at approximately 60, 90 and 100 percent levels of design completion.

d. **County Reviews**

The Consultant will attend three (3) progress review meetings with the COUNTY Engineering Department staff at approximately 60, 90 and 100 percent levels of design completion. A single set of review comments shall be provided to Consultant from COUNTY Engineering Division staff prior to each review meeting.

3. **Permitting / Bidding Services**

The Consultant will prepare the following permit applications and associated submittals for the following agency:

- Indian River County ROW Permit
- City of Vero Beach Major Site Plan approval Permit
- City of Vero Beach ROW Permit
- City of Vero Beach Utilities Permit
- St. John's River Water Management District Exemption
- Indian River Farms Water Control District Stormwater Exemption
- FDOT Driveway Connection Permit
- FDOT Drainage Connection Permit Exemption

No wetlands, endangered species or other ecological permitting is anticipated or included herein.

The Consultant shall respond to up to one (1) request for additional information by the permitting agency.

The Consultant will be responsible for the above listed permit fees and an allocation has been provided as per the below fee schedule.

The COUNTY shall be responsible for setting the bid opening date, advertisement of the bid, scheduling the pre-bid meeting, and scheduling the bid opening. The Consultant will prepare a .pdf of the Technical Spec Provisions / bid documents for the COUNTY's use in distributing the bid documents to prospective bidders via Demandstar.

DELIVERABLES

The Consultant shall provide the COUNTY with the following:

- One (1) hard copy (24" x 36") of the bid documents Final Drawings, signed & sealed
- One (1) hard copy (11" x 17") of the bid documents Final Drawings, signed & sealed
- One (1) signed & sealed .pdf and .dwg copy of the drawings and bid documents
- Technical responses for one addenda, as required for clarifying responses from the pre-bid meeting
- Bid award recommendation letter

SCHEDULE

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

- Survey and Design Services 90 days from the date of authorization
- Permitting / Bidding Services 270 days from the date of authorization

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 - Survey	\$ 9,500
Task 2 - Design Services	\$ 39,500
Task 3 - Permitting / Bidding Services	\$ 21,500
Permit Fee Allocation / Contingency	\$ 7,500
Work Authorization Total	\$ 78,000

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.

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: 

Aaron Bowles, P.E.

By: _____
Joseph E. Flescher , Chairman

Title: 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 T. Reingold, County Attorney