



## **Board of County Commissioners**

1801 27th Street  
Vero Beach, Florida 32960  
Telephone: (772) 567-8000 FAX: 772-778-9391

### **Project:**

**WORK ORDER NO. 4 (Engineering)  
FOR  
PROFESSIONAL SERVICES AGREEMENT  
FOR PROFESSIONAL CIVIL ENGINEERING SERVICES CONTRACT  
WITH  
Masteller & Moler, Inc.**

### **VICTOR HART SR. COMPLEX DRAINAGE IMPROVEMENTS – IRC Project No. 1760**

This Work Order No. 4 is in accordance with the existing AGREEMENT dated November 4<sup>th</sup>, 2014 and the Extension of Continuing Contract Agreement dated October 24<sup>th</sup>, 2017 between Masteller & Moler, Inc. (**ENGINEER**) and Indian River County (**COUNTY**). This Work Order No. 4 amends the agreement as follows:

#### **SECTION I - PROJECT LIMITS**

This Work Order No. 4 is for the **ENGINEER** to perform professional engineering services in connection with the planning, design, and permitting of the drainage revisions to the existing football field and its adjacent parking areas at the Victor Hart Sr. Complex.

The 38.96 acre +/- Victor Hart Sr. Complex is situated at the southwest corner of 43<sup>rd</sup> Avenue and 49<sup>th</sup> Street. The site has various improvements including a swimming pool, baseball fields, and a football field with supporting parking facilities. The site is also the home of the Gifford Youth Achievement Center. It is understood the existing football field and its adjacent unpaved parking areas have frequent drainage problems. The County desires to make improvements at the site to resolve the football field and its parking area drainage problems. The horizontal position of the existing football field and parking is not intended to change.

The parking areas in the southern end of the site appear to be included under issued St. Johns River WMD ERP # 42-061-0622ANG. The newest baseball field, picnic pavilions, and shuffleboard courts appear to have received a permit exemption during the processing of ERP # 42-061-0622ANG.

Within the Victor Hart Sr. Complex site, a wet detention stormwater system provides treatment and attenuation for a 15.6 acre development area within the overall site. The existing football field and its unpaved parking areas do not appear to be included in the area of the site served by the existing wet detention system. These improvements were covered under SJRWMD Permit # 42-061-0169NGMF-ERP.

It is anticipated the stormwater conveyance system for the football field and its unpaved parking area

will be designed to discharge into the existing ditch system along the west side of the site subject to its being confirmed to being onsite. Said ditch flows north and discharges into Indian River Farms WMD Sub-lateral H-2. It is expected the stormwater system will not be designed to flow to the existing wet detention system. The football field and unpaved parking areas will be designed to be filled, stabilized, final graded, and sodded in a manner to eliminate standing water.

## SECTION II - SCOPE OF SERVICES

As agreed upon between ENGINEER and the COUNTY, the ENGINEER shall provide Professional Engineering services to complete all tasks as outlined in this Work Order No. 4 as follows:

Preliminary Design: Following receipt of a Boundary & Topographic Survey of the site to be provided by County, we shall develop preliminary engineering designs for the project. The Preliminary Designs will depict both horizontal and vertical information for the proposed site work improvements. The Preliminary Design will depict proposed grading to improve the drainage on and adjacent to the existing football field and it's supporting unpaved parking as well as a conveyance system. The storm conveyance system will be designed to flow to the existing drainage ditch running parallel with the west property which ditch flows north to IRFWCD Sub-lateral H-2.

The Preliminary Design will be supported by conveyance system computations only. As the project will involve modifying existing grading to existing facilities and as no new impervious surface improvements are planned with this project, it is expected no new treatment and/or attenuation facilities will be needed to support this project. It is understood our design shall include raising the existing football field grades to assure proper positive drainage.

Final Design: The Preliminary Designs shall be submitted to County Staff for review and comment. We shall make reasonable revisions to the Preliminary Design to address comments. Once the preliminary design comments have been addressed, the plans shall be advanced to Final Design suitable for permitting.

Permitting: We shall make application for approvals / permits for this project as follows:

- Indian River County Land Clearing Permit
- Indian River County Tree Removal Permit (if Required)
- Indian River County Type A Stormwater Permit Modification
- St. Johns River WMD Environmental Resource Permit Modification

It is our goal to have the project received by the SJRWMD in a manner that will allow for either a "No Permit Required" or "Permit Exemption" issuance if possible.

We shall address reasonable comments received from approval / permitting agencies regarding our designs. Our Proposal fees do not include addressing environmental comments pertaining to wetlands and/or threatened and endangered species issues. It is understood these environmental services if needed will be provided by the County Environmental Staff.

Once the Final Plans have been accepted and all permits are in hand for this project, we shall provide plans stamped "Bid Set" for the County's use in bidding the proposed work.

The selected Contractor for the project shall be responsible for acquiring and adhering to an NPDES Soil Erosion and Sediment Control permit.

**Items to Be Provided By Client:**

To support our design and permitting services on this project, it is understood the County will provide the following information:

1. Boundary & Topographic Survey in Autocadd with topographic survey information on NAVD'88 datum;
2. Soils Report (if needed to support our designs).

Any and all items not specifically set forth in this Work Order are excluded. Specifically excluded items include but are not limited to: land surveying, soils investigations, field lighting designs, application fees, treatment and attenuation computations; and construction services.

**SECTION III - TIME FOR COMPLETION & DELIVERABLES/WORK PRODUCT**

**1. Project shall be completed as follows:**

Preliminary Design (after B&T Receipt)	20 Working Days
Final Design (after Client Comments Receipt)	15 Working Days
Permitting	30 Working Days

**2. Deliverables – The ENGINEER shall provide the COUNTY:**

- a. Preliminary Construction Plans 2 Sets
- b. Final Construction Plans 10 Sets
- c. Permit Application Forms As Required
- d. Related digital AutoCAD and PDF files

**SECTION IV - COMPENSATION**

The COUNTY agrees to pay, and the ENGINEER agrees to accept a maximum not-to-exceed amount of \$26,820.00 for the above-described services rendered as identified in Sections I and II of this Work Order No. 4 based on the following:

Meetings	\$ 700.00
Research	\$ 1,760.00
Site Visits	\$ 2,820.00
Design	\$ 10,620.00
Comments	\$ 2,360.00
Final Design	\$ 4,600.00
Permitting	\$ 3,660.00
<u>Reimbursables (not to exceed)</u>	<u>\$ 300.00</u>
<b>Total Maximum Amount Not-To-Exceed</b>	<b>\$ 26,820.00</b>

Reimbursement for payment of direct costs, including reproduction, copies, prints, mail, Fed-Ex, etc. is estimated at \$ 300.00. Actual cost will vary depending on quantity provided.

We shall invoice monthly for these services based on the percentage of completion of each task.

All and/or any additional services not described hereon shall be pre-approved by the COUNTY. Approved additional services shall be invoiced at the rates disclosed in the approved fee schedule with the ENGINEER.

The AGREEMENT is hereby amended as specifically set forth herein. All remaining sections of the AGREEMENT shall remain in full force and effect, and are incorporated herein.

IN WITNESS WHEREOF the parties hereto have executed these presents this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONSULTANT:**  
**MASTELLER & MOLER, INC**

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

By:   
\_\_\_\_\_  
Stephen E. Moler, PE  
Title: Vice President

By: \_\_\_\_\_  
Peter D. O'Bryan, 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

**ESTIMATED LUMP SUM FEE TABULATION**  
**WORK ORDER NO. 4 (Engineering)**  
**MASTELLER & MOLER, INC.**  
**12/15/2017**

INDIAN RIVER COUNTY  
VICTOR HART SR. COMPLEX DRAINAGE IMPROVEMENTS - IRC PROJECT NO. 1760

	Principal / PE		Designer (CAD)		Administration		Total Costs
		\$ 175.00		\$ 90.00		\$ 60.00	
	Hours	Amount	Hours	Amount	Hours	Amount	
Meetings	4	\$ 700.00	0	\$ -	0	\$ -	\$ 700.00
Research (SJRWMD)	8	\$ 1,400.00	4	\$ 360.00	0	\$ -	\$ 1,760.00
Site Visits	12	\$ 2,100.00	8	\$ 720.00	0	\$ -	\$ 2,820.00
Design	36	\$ 6,300.00	48	\$ 4,320.00	0	\$ -	\$ 10,620.00
Comments	8	\$ 1,400.00	8	\$ 720.00	4	\$ 240.00	\$ 2,360.00
Final Design	16	\$ 2,800.00	20	\$ 1,800.00	0	\$ -	\$ 4,600.00
Permitting	12	\$ 2,100.00	12	\$ 1,080.00	8	\$ 480.00	\$ 3,660.00
<b>TOTAL (hrs./cost)</b>	<b>96</b>	<b>\$ 16,800.00</b>	<b>100</b>	<b>\$ 9,000.00</b>	<b>12</b>	<b>\$ 720.00</b>	<b>\$ 26,520.00</b>
REIMBURSABLES (not to exceed)							\$ 300.00
<b>TOTAL</b>							<b>\$ 26,820.00</b>