

**IRC-2104 TRAFFIC OPERATIONS FACILITY**

**ENGINEERING SERVICES WORK ORDER 3**

This Work Order Number 3 is entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, pursuant to that certain Continuing Contract Agreement, dated May 2, 2023 (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 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 (Rate Schedule) of the Agreement, 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: \_\_\_\_\_  
Susan Adams, Chairman

Print Name: \_\_\_\_\_

BCC Approval Date: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: Ryan L. Butler, Clerk of Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency:

\_\_\_\_\_  
William K. DeBraal, County Attorney

## EXHIBIT A - SCOPE OF WORK

It is understood the COUNTY desires post-design services for the Bidding and Construction phase of the Indian River County Traffic Operations Facility, Project No. IRC-2104. CONSULTANT (MBV Engineering, Inc.) proposes to provide to COUNTY the below detailed scope of work associated with the Bidding and Construction phase services.

### **BIDDING SERVICES:**

#### **Task 1 – Bidding Phase Services**

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

1. *Pre-Bid Plans.* The CONSULTANT will prepare the Civil Plans and Civil Cost Estimate and transmit to COUNTY to be included in the Bidding package.
2. *Pre-Bid Meeting.* The CONSULTANT will attend the pre-bid meeting at the COUNTY for the project bidding phase kick-off with the COUNTY and project team.
3. *Response to RFIs.* The CONSULTANT will provide the necessary responses to the Request for Additional Information (RFI) from the bidders and COUNTY.
4. *Final Civil Bid Plans package.* The CONSULTANT will provide the final updated Civil bid package back to COUNTY reflecting any revisions/clarifications on the plans or in the documents from the Bidding RFIs.

#### **Task 2 – Construction Phase Services**

The CONSULTANT will provide the following:

1. *Pre-Construction Meeting.* The CONSULTANT will attend the pre-construction meeting at the COUNTY for the project construction phase kick-off with the selected contracting team and applicable governmental agencies.
2. *Bi-Monthly Construction Meetings.* The CONSULTANT will attend the Bi-Weekly Construction meetings every other week at the site during the Construction Phase. It is assumed the Bi-weekly meetings will continue until the project has obtained substantial completion as deemed by COUNTY.
3. *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 related to safety precautions and programs. Shop drawings, samples or certifications are anticipated to be submitted related to the following:

- Roadway and Drainage elements
  - Water and Sewer elements
  - Signing and Marking elements
4. *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.
  5. *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.
  6. *Applications for Payment.* CONSULTANT will provide assistance to ARCHITECT for the Civil portion of the Monthly applications for payment.
  7. *Project Coordination.* The CONSULTANT or CONSULTANT'S Inspector shall attend miscellaneous field meetings and provide coordination services to the team representatives and COUNTY as required for the civil site work related items to assist with construction related issues or concerns.
  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 CONSULTANT 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**  
**(See EXHIBIT B)**

The COUNTY agrees to pay and the Consultant (MBV Engineering, Inc.) 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:

*Fixed Fee:*

| <u>Task</u>                          | <u>Labor Fee</u> |
|--------------------------------------|------------------|
| Task 1 – Bidding Phase Services      | \$ 6,025         |
| Task 2 – Construction Phase Services | \$ 31,370        |

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## EXHIBIT B - RATE SCHEDULE

**Project Name**

IRC 2104: IRC Traffic Operations Facility - Bidding & Construction Phase Services

**Task Summary**

Manhours for project

**PRE-BID PHASE ESTIMATE**

| <i>Task</i>                   | <b>Principal</b><br>\$240 | <b>Senior Engineer II</b><br>\$210 | <b>Senior Engineer I</b><br>\$185 | <b>Jr. Engineer</b><br>\$160 | <b>Inspector</b><br>\$140 | <b>Support Staff</b><br>\$75 |
|-------------------------------|---------------------------|------------------------------------|-----------------------------------|------------------------------|---------------------------|------------------------------|
| <b>Bidding Phase Services</b> | 0                         | 8                                  | 18                                | 4                            | 0                         | 5                            |
| <b>Total Hours =</b>          | 0                         | 8                                  | 18                                | 4                            | 0                         | 5                            |
| <b>Labor Fee =</b>            | \$0                       | \$1,680                            | \$3,330                           | \$640                        | \$0                       | \$375                        |
| <b>Total Labor Fee =</b>      | \$6,025                   |                                    |                                   |                              |                           |                              |

**CONSTRUCTION PHASE ESTIMATE**

| <i>Task</i>                        | <b>Principal</b><br>\$240 | <b>Senior Professional</b><br>\$210 | <b>Registered Professional</b><br>\$185 | <b>Jr. Engineer</b><br>\$160 | <b>Inspector</b><br>\$140 | <b>Support Staff</b><br>\$75 |
|------------------------------------|---------------------------|-------------------------------------|---|------------------------------|---------------------------|------------------------------|
| <b>Construction Phase Services</b> | 0                         | 94.5                                | 0                                       | 24                           | 49                        | 11                           |
| <b>Total Hours =</b>               | 0                         | 94.5                                | 0                                       | 24                           | 49                        | 11                           |
| <b>Labor Fee =</b>                 | \$0                       | \$19,845                            | \$0                                     | \$3,840                      | \$6,860                   | \$825                        |
| <b>Total Labor Fee =</b>           | \$31,370                  |                                     |   |                              |                           |                              |

|                        |                 |
|------------------------|-----------------|
| <b>TOTAL LABOR FEE</b> | <b>\$37,395</b> |
|------------------------|-----------------|

COA Phase Services

Activity: **BIDDING SERVICES**

| Task                          | Principal | Senior Engineer II | Senior Engineer I | Jr. Engineer | Inspector | Support Staff | Remarks |
|-------------------------------|-----------|--------------------|-------------------|--------------|-----------|---------------|---------|
| Pre-Bid Plans                 |           | 2                  | 1                 |              |           | 2             |         |
| Pre-Bid Meeting               |           | 2                  | 1                 |              |           |               |         |
| Response to RFIs              |           | 2                  | 10                | 2            |           |               |         |
| Final Civil Bid Plans Package |           | 2                  | 6                 | 2            |           | 3             |         |
| <b>Subtotal</b>               | <b>0</b>  | <b>8</b>           | <b>18</b>         | <b>4</b>     | <b>0</b>  | <b>5</b>      |         |

Activity: **CONSTRUCTION SERVICES**

|  |          |             |          |           |           |           |  |
|--|----------|-------------|----------|-----------|-----------|-----------|--|
| Pre-Con Meeting  |          | 2.5         |          |           | 2         |           |  |
| Bi-Weekly Construction Meetings                              |          | 16          |          |           | 4         |           | Assumes an 8-month COA process for substantial competition based on 2 phases |
| Request for Information (Clarifications and Interpretations) |          | 12          |          | 4         | 6         |           |  |
| Change Order Coordination                                    |          | 10          |          |           | 4         |           |  |
| Shop Drawing Review  |          | 4           |          | 4         |           |           |  |
| Applications for Payment                                     |          | 8           |          |           |           |           |  |
| Project Coordination   |          | 24          |          | 10        | 24        | 5         |  |
| Record Drawings Review and Project Certifications            |          | 10          |          | 6         | 6         | 4         |  |
| Final Acceptability Notice Site Inspection & Coordination    |          | 8           |          |           | 3         | 2         |  |
| <b>Subtotal</b>  | <b>0</b> | <b>94.5</b> | <b>0</b> | <b>24</b> | <b>49</b> | <b>11</b> |  |