

WORK ORDER NUMBER #4
Old Dixie Highway & Highland Drive Intersection Improvements
IRC Project No. 1362

This Work Order Number 4 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 COUNTY intends to provide roadway improvements at the intersection of Highland Drive and Old Dixie Highway in Indian River County. The proposed design improvements will consist of roadway milling and repaving, striping, overhead flash system design (consisting of concrete poles, span wires and lights), roadside swale grading, culverts, possible stormwater structures within the County right-of-way, and sidewalk and pedestrian ramp upgrades.

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

1. **Survey (Existing Conditions)**

The Consultant will utilize the existing boundary and topographic survey dated July 2014 by Masteller & Moler for the area to receive the improvements.

2. **Design Services**

a. **Construction Plans**

The Consultant will prepare 11" x 17" design drawings signed & sealed, for the above described improvements. The design drawings will include Horizontal Control Site layout, pavement design plan, drainage design plan, erosion control plan, and details.

b. **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.

c. **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 application and associated submittals for the following agency:

- St. Johns River Water Management District Standard General Permit (\$250 fee)

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 fee.

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:

- Two (2) hard copies 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 60 days from completion of design

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 |
|---------------------------------|-----------------|
| Design Services | \$32,250 |
| Permitting / Bidding Services | \$ 7,030 |
| Work Authorization Total | \$39,280 |

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