

**WORK ORDER 1**

**Old Dixie Highway and Highland Drive Water Main Replacement  
IRC Project No. 1362**

This Work Order Number 1 is entered into as of this \_\_\_ day of \_\_\_\_\_, 201\_, pursuant to that certain Continuing Consulting Engineering Services Agreement for Professional Services entered into as of this 17<sup>th</sup> day of April, 2018 (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").

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 fee schedule set forth in Exhibit B (Fee Schedule), attached to this Work Order and made a part hereof by this reference. The Consultant will perform the professional services within the timeframe more particularly set forth in Exhibit C (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:**

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

By: 

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

## EXHIBIT A - SCOPE OF WORK

Indian River County Engineering Department is currently in the design phase of a roadway restoration project located at Highland Drive and Old Dixie Highway. Currently multiple utilities exist within the vicinity, some of which are in need of replacement due to either the age or the material type. As such, the Indian River County Department of Utilities is looking to replace portions of the existing water mains that fall within the limits of roadway improvements. A description of the proposed water main replacements is as follows:

- Replace the existing 12" AC (asbestos concrete) water main along the north side of Highland Drive with a 12" PVC pipe; from the west FEC r/w line to just west of Old Dixie Highway
- Abandon the existing 4" and 6" AC water main along the west side of Old Dixie Highway, from Highland Drive to 1st Avenue SE.

As such, MBV Engineering will provide the design, permitting, bidding assistance and construction services related to the above activities.

### **Survey**

The Consultant will utilize the existing boundary and topographic survey for the area to receive the improvements.

### **Design Services**

#### **a. Construction Plans**

The Consultant will prepare 11" x 17" design drawings for the above described improvements. The design drawings will include existing conditions plan, Demolition and Abandonment Plan, Erosion Control Plan, Horizontal Utility Plan, ROW Restoration Plan, Section Details, Utility Details, and Erosion Control Details. These plans will be prepared concurrently with existing roadway intersection improvement plans for Highland Drive and Old Dixie Highway.

#### **b. County Reviews**

The Consultant will coordinate with the COUNTY staff during design development for progress reviews at approximately 90 and 100 percent levels of design completion.

#### **c. Construction Cost Estimate**

The Consultant will prepare a Conceptual Cost Estimate to assist COUNTY with preliminary budget assistance. Consultant will also provide an additional Cost Estimate at the 100% percent only level of the project.

#### **d. Specifications**

The Consultant will prepare the 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 the sections project specific.

### **Permitting**

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

- Indian River County Utility Permit
- Indian River County Right-of-Way Permit
- FDEP Water Distribution Permit

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

The County will be responsible for permit fees.

### **Bidding Services**

The Consultant will assist the County with Bidding Services as described below:

- Attendance at one (1) Pre-Bid meeting
- Provide technical responses for one addendum to clarify the bid documents. The County shall be responsible for distributing addendum responses to bidders.
- Evaluate received bids and provide an award recommendation

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 bid documents for the County's use in distributing bid documents to prospective bidders via DemandStar.

### **Construction Services**

Once authorized by the County, the Consultant will proceed with the construction phase services described below by their specific task on an hourly, not to exceed, basis.

The Consultant shall be the "Engineer of Record" (EOR) for the project construction and shall be responsible for certifications to the applicable permit agencies, as required.

- Shop Drawings  
The Consultant shall provide shop drawing review, as provided by the contractor, up to two times per submittal for conformance with the contract documents. The Consultant shall distribute shop drawings to applicable agencies for review and approval and distribute final approved shop drawings back to the Contractor. Contractor is responsible for submittal of appropriate number of shop drawings, as required by agencies, to EOR at the appropriate time.
- Interpretations and Clarifications  
The Consultant shall provide interpretations and clarifications of the design documents when requested and prepare change orders required for clarification.
- Periodic Site Visits  
The Consultant shall visit the site at intervals appropriate to the various stages of construction to observe progress and quality of the construction and its general conformance with the contract documents. The Consultant shall notify the County of observed work that does not conform to the contract documents, make recommendations to the County for its correction, and, when authorized by the County, issue instructions to the Contractor through the County's representative to carry out the corrective measures.

Additionally, the Consultant will conduct substantial and final completion visits and will prepare a punch list to be provided to the County.

- **Construction Testing Reports Review**  
The Consultant shall review the required site materials testing reports for compliance with the design plan and specifications. It shall be the responsibility of the Contractor to obtain and provide the Consultant with the required materials testing reports, as set forth in the design specifications. The Contractor shall only utilize a licensed, certified testing laboratory for the applicable material test in question. The Consultant shall coordinate any deficiencies in said reports with the contractor and the Contractor shall be responsible to address and / or correct those items out of compliance.
- **Pay Request Review**  
The Consultant shall review, recommend and submit to the County Project Manager for payment, the month pay request form from the Contractor.
- **Change Orders**  
The Consultant shall review all change order requests and make recommendations to the County Project Manager for acceptance.
- **Record Drawings and Certifications**  
The Consultant shall review the record drawings for the completed project, as provided by the Contractor. The Consultant will review the record drawings pursuant to contract documents. The service provider will work closely with the Contractor to address deficiencies in record drawings, if applicable, and to finalize for jurisdictional certifications. The Consultant shall complete the certification package, as required for project close-out, with the applicable jurisdictional agencies.

#### DELIVERABLES

The Consultant shall provide the COUNTY with the following:

- One (1) hard copy 11" x 17" of the Final Drawings (prepared in conjunction with the Public Works plans)
- One (1) hard copy of the specifications
- One (1) electronic version (PDF) of the Bid Documents (drawings and specifications)
- Technical responses for one addenda, as required, for clarifying responses from the pre-bid meeting
- Bid award recommendation letter

#### EXHIBIT B - 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:

<b>Task</b>	<b>Fee</b>
Design Services	\$16,000
Permitting / Bidding Services	\$ 2,000
Construction Services	\$ 2,000
<b>Work Authorization 1 Total</b>	<b>\$20,000</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.

### EXHIBIT C - SCHEDULE

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

Design Services	90 days from the issuance of the NTP
Permitting	90 days from the completion of design
Bidding Services	60 days from the finalization of permitting
Construction Services	On-going during construction