WORK ORDER 2

43rd Avenue Sidewalk Improvements from Airport West Drive to 41st Street IRC Project No. 1503

This Work Order Number <u>2</u> is entered into as of this <u>day of </u>, 201, pursuant to that certain Continuing Consulting Engineering Services Agreement for Professional Services entered into as of this 17th 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.

By:

CONSULTANT:

By:

BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY

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

It is our understanding that the COUNTY intends to provide sidewalk improvements along 43rd Avenue between Airport West Drive and 41st Street. The proposed design improvements will consist of 8' wide sidewalks with pedestrian ramps and crossings, drainage design, culvert, and headwall with pedestrian railing. Utility coordination with Utility owners within 43rd Avenue right-of-way will be conducted as part of the design process.

MBV Engineering, Inc. will provide the design plans and cost estimates as related to this project. A description for each service is provided in below in further detail.

1. Survey (Existing Conditions)

The Consultant will utilize the existing boundary and topographic survey provided by Indian River County 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 typical sections, summary of quantities, project layout and control, roadway plan and profiles, cross sections, and erosion control details.

b. Construction Cost Estimate

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

c. County Reviews

The Consultant will attend two (2) progress review meetings with the COUNTY Engineering Department staff at approximately 90, and 100 percent levels of the design completion. A single set of review comments shall be provided to Consultant from COUNTY Engineering Division staff prior to each review meeting.

3. <u>Permitting / Bidding Services</u>

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

- Indian River County Right-of-Way Permit (Fee Not Applicable)
- St. Johns River Water Management District ERP General Permit (\$250)

No 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

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:

Task	Fee
Survey and Design Services	\$19,350
Permitting, Utility Coordination, and Bidding Services	\$ 3,110
Work Authorization Total	\$ 22,460

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:

- Survey and Design Services
- Permitting, Utility Coordination, and and Bidding Services

120 days from the date of authorization90 days from completion of design