

**WORK ORDER NUMBER 6**

**WABASSO FISHING PIER DEMOLITION PROJECT**

**PHASE 2 SERVICES**

This Work Order Number 6 is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017 pursuant to that certain Continuing Contract Agreement for Professional Services entered into as of November 15, 2011 (“Agreement”), and amended November 4, 2014 and October 24, 2017 by and between Indian River County, a political subdivision of the State of Florida (“COUNTY”) and Atkins North America, Inc. (“CONSULTANT”).

The COUNTY has selected the Consultant to perform the professional services set forth on Exhibit A, 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, 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 A, 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  
Atkins North America, Inc.

BOARD OF COUNTY COMMISSIONERS  
OF INDIAN RIVER COUNTY

By:   
Kenneth M. Good, P.E.

By: \_\_\_\_\_  
Peter D. O’Bryan, Chairman

Title: Sr. Engineer III / Project Mgr.

Attest: Jeffrey R. Smith, Clerk of Court and  
Comptroller

Date: 30 NOV 2017

By: \_\_\_\_\_  
(Seal) Deputy Clerk

Approved:

By: \_\_\_\_\_  
Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
William K. DeBraal, Deputy County Attorney

**EXHIBIT A**

**Proposal to Provide  
Professional Engineering Services  
for  
Indian River County – GEC Work Order 06  
Phase 2 – Permitting, Construction Plans, Bidding, and Construction Services  
Wabasso Fishing Pier Demolition  
Wabasso, Florida**

Indian River County (County) has requested services in support of the Wabasso Fishing Pier Demolition Project under the terms of Continuing Contract Agreement for Professional Services (dated November 15, 2011) and Contract renewal (dated November 4, 2014). The Wabasso Fishing Pier was significantly impacted by the passing of Hurricane Matthew in early October 2016, causing the loss of 100' from the 525' west span and 300' from the 475' east span. The County has requested services to assist in the environmental filed surveys, engineering planning and design, permitting, bidding, and construction services for the full demolition of the Wabasso Fishing Pier.

It is anticipated that the demolition will include the following elements:

- West Pier
  - Removal of eight intact 50' pier span sections
  - Removal of one intact 25' pier span section (at abutment)
  - Removal of two damaged/displaced/submerged 50' pier span section
  - Removal of eleven intact pile pairs with caps
  - Removal of 150' of upland sidewalk
- East Pier
  - Removal of three intact 50' pier span sections
  - Removal of one intact 25' pier span section (at abutment)
  - Removal of six damaged/displaced/submerged 50' pier span section
  - Removal of five intact pile pairs with caps
  - Removal of five damaged/displaced/submerged pile pairs with caps
  - Removal of 100' of upland sidewalk

These services are expected to be completed in two phases. Phase 1 – Data Collection and Preliminary Planning, was covered in a previous Task Order and is complete. This Task Order will cover Phase 2, and will include design, permitting, bidding, and construction services.

At the request of the County, Atkins (Engineer) has prepared this Phase 2 scope of services as follows:

## **SECTION 1 PHASE 2 SCOPE OF SERVICES**

### **TASK 1: PERMITTING ASSISTANCE**

The Engineer shall assist the County in their efforts to secure regulatory approval for the Project. The permitting agencies are independent government agencies, and the Engineer cannot make any guarantee in regards to the ultimate issuance of permits or the duration of the process. The Engineer will utilize their experience with the permitting process to help facilitate as smooth and efficient a process as is possible to the benefit of the Project.

It is anticipated that a Nationwide Permit from the US Army Corps of Engineers (USACE) and a State regulatory exemption under Section 373.406(6) or a General Permit under 62-330.443 FAC (minor bridge removal) from the Florida Department of Environmental Protection (FDEP) will be required prior to the start of the demolition work. This is based on the type of work (demo/removal only, no new installation) and anticipated impact area to submerged resources (less than one-half acre). No other permits are anticipated or included with this scope of services.

These services shall include the following tasks:

- A. The Engineer will conduct two individual preapplication teleconferences, one with permitting staff from FDEP and the other with USACE, or a single meeting on site with both agencies present. The intent of the discussion is to review the permitting requirements and regulations with the purpose of identifying any issues that may have significant impacts on the desired project elements and costs. Comments received from the agencies will be incorporated into the planning and construction documents and used to facilitate an efficient permitting process.
- B. The Engineer will prepare the appropriate application forms, assemble the application packages, and submit them for agency review for the USACE Nationwide and FDEP General permits noted above. The County may be required to provide application fees, application signatures, or other documentation in their possession.
- C. The Engineer will coordinate with the FDEP and USACE after their receipt of the applications. The Engineer shall prepare and submit up to one (1) reply to a Request for Additional Information (RAI) from FDEP and USACE, assuming the RAI does not require significant changes to the anticipated performance of the project. Subsequent RAIs or significant changes to the project would be outside the scope of this Task Order and will need to be provided as additional services.

Since this is only a demolition project, creation or modification of a State Submerged Lands Lease or Easement is not anticipated or included in this scope. The County will need to provide a copy of the existing submerged lands lease for the bridge/pier. No other local, state, or federal permits are anticipated, nor included with this scope of services.

It is understood that the County has received approval for disposal of the demolition debris at an offshore location, and does not require any assistance from the engineer in that pursuit. Any assistance with this approval, or modification to the offshore disposal approval, would be outside the scope of this Task Order and would need to be provided as additional services.

## **TASK 2: CONSTRUCTION DOCUMENT PREPARATION**

The Engineer shall develop the preliminary plans into a complete demolition plan set and accompanying specifications to meet the County's intended purpose of complete removal of the existing pier while following generally accepted engineering standards and permitting requirements.

The construction document preparation services shall include the following tasks:

- A. Participate in one meeting with the County to facilitate the completion of the construction documents. The meeting shall be held at the project site or the County's offices.
- B. The Engineer shall make one plan submittal to the County during the construction plan development process. Following receipt of the regulatory permitting approvals, the Engineer shall

prepare a construction plan set incorporating reasonable revisions resulting from the regulatory review process. This plan set shall contain sufficient detail to allow accurate bidding and construction of the Project. The plans will remain in 8 ½ x 11 size, scalable up to 17 x 22 size in order to avoid the costs and potential for errors associated with modifying the sheet size in a plan set. The construction plan set will include appropriate specifications. These specifications may be included on the plans or as a separate document. An opinion of probable cost will be prepared upon the completion of, and included with, the construction plan set. The County will have the opportunity to review and comment on the construction plan set. The Engineer will incorporate reasonable comments in to the plan set prior to release for bidding.

- A. The Engineer will conduct and prepare a reconnaissance level bathymetric survey between the Wabasso Pier Demolition work area and the Atlantic Intracoastal Waterway. The survey will consist of a minimum of two profile lines approximately 100' apart along the apparent best route (approximately three miles in length south of the work area). The purpose of this survey is to provide prospective bidders with reliable water depth information between the work area and the nearest federally maintained channel, facilitating proper equipment selection and accurate bidding. This water depth information will be included with the construction document package.

### **TASK 3: BIDDING ASSISTANCE**

The Engineer shall assist the County in facilitating the bidding process.

These bidding services shall include the following tasks:

- A. The Engineer will provide the County the pertinent project related technical information, such as; project descriptions, schedule requirements, and an itemized bid form for inclusion in front end documents prepared by the County. At that time, the Engineer will also provide a cursory review of the front end documents for coordination purposes with the rest of the bid documents.
- B. Provide the County with construction plans and specification, and permit documents for inclusion in the bid document package. The County will assemble the complete package for advertise and distribution.
- C. Assist the County in addressing bidder questions during the bidding process. This will include providing question responses and minor plan revisions to be issued by the County as addenda to the bid documents.
- D. Attend and participate in one pre-bid conference facilitated by the County.
- E. Review the submitted bid packages for conformance with the technical requirements of the bid documents and contact the supplied references for the apparent low bidder.

### **TASK 4: CONSTRUCTION SERVICES**

The Engineer shall assist the County in the administration and monitoring of the construction process. The scope and associated cost for these services is based on an anticipated schedule (two-month construction duration), and expected permitting requirements. A longer schedule, un-anticipated permit requirements, or other un-anticipated tasks may impact the scope and costs and necessitate a change request.

The anticipated construction services shall include the following tasks:

A. Pre-Construction Services:

The Engineer will review the Contractor's pre-construction submittal documents, which may vary based on permitting requirements, for conformance with the contract requirements.

The Engineer will conduct a pre-construction meeting with the County, Contractor, Impacted Utility Providers, and other appropriate project stakeholders. This service will include coordination of the meeting time and location with attendees, preparation of a meeting agenda, leading the meeting, and distribution of meeting minutes.

B. Construction Progress Meetings

The Engineer will conduct weekly construction progress meetings with the County, contractor, and other appropriate project stakeholders. This service will include coordination of the meeting time and attendees, preparation of a meeting agenda, leading the meeting, and distribution of meeting minutes. Based on a construction duration of two months, eight progress meetings are anticipated. It is expected the meetings will be held at the project site and will coincide with the Engineer's weekly part time construction observation visits. In conjunction with the weekly meeting, the Engineer will provide a brief summary for the previous week with applicable field reports attached.

Typical items addressed during the progress meetings will include:

- Schedule updates and progress review
- Pay application status
- Shop drawings and submittal review status
- Action items / remedial actions
- Requests for clarification and information
- Safety
- Turbidity monitoring review
- Environmental observation review
- SWPPP review

C. Part Time Construction Observation

The Engineer will conduct periodic site visits to observe and document the progress of the project, and assist the County in determining if the work is proceeding in general accordance with the contract documents. It is anticipated that the Engineer will make one site visit per week, spending approximately two hours on site during each visit. Site visits will include observations of the demolition area from the bridge or adjacent shore. Site visits will not include; observations from on the water or a vessel, diving or underwater observations, or observations at the reef disposal site. These site visits are not intended to be exhaustive or to extend to every aspect of the work, but rather are to be limited to spot checking and similar methods of general observation of the work based on the Engineer's exercise of professional judgement. These site visits will be scheduled to coincide with the weekly progress meetings.

The purpose of the site visits will be to:

- Monitor construction progress
- Observe contractor's work practices
- Spot check work for conformance with contract documents and advise the County and contractor of any non-compliant work
- Document the progress, findings, and observations of each visit with field book notes, observation reports, and photos.

It is understood that the County will provide staff for daily onsite observations during construction, and that this staff will share their findings, observation, etc. with the Engineer.

D. Requests for information, interpretation, and/or Clarification (RFI's)

The Engineer will receive RFIs from the contractor and will consult with and advise the County on the issuance of necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of the project. The Engineer, upon the County's request, will prepare such clarifications and interpretations. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The Engineer will review and recommend Records of Minor Changes authorizing minor variations from the requirements of the Contract Documents, as necessary. Engineer will provide draft responses for each clarification and interpretation to the County for approval prior to issuance to the contractor.

For the purposes of estimating the fee for this task order, it is anticipated that there will be two RFIs which are reasonably inferable from the contract documents. Effort for complex RFIs including requests for alternate designs, materials, means, or methods has not been included in the fee estimate, but can be added if the need arises and is requested by the County.

E. Pay Applications

The Engineer will review and advise the County on the contractor's pay applications. The Engineer's review and evaluation of each pay application will be based on field observations of the completed work compared to the contractor's schedule of values. It is anticipated that pay applications will be submitted on a monthly basis.

F. Submittal Document Review

The Engineer will review and approve (or take other appropriate action in respect of) contractor submittals required by the contract documents for conformance with the contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. The Engineer will be responsible for submittal document control. The Engineer will receive, maintain and track all submittal documents from the Contractor. Contractor will transmit submittal documents to Engineer in a timely manner. The Engineer's estimated level of effort for this task is based on eight, one time, submittals of varying complexity and one weekly submittal.

G. Project Close-out

After the Contractor has provided written notification that work is substantially complete, and the County and Engineer concur the work is substantially complete, the Engineer will accompany the County and the contractor on one inspection of the project determine the status of completion. The Engineer will provide a report and/or punchlist identifying any incomplete work

After the Contractor has provided written notification that all punchlist items have been addressed and the work is completed, the Engineer will provide a final inspection of the completed project. Upon determining that all Work is complete, Engineer will issue a notice to the County stating the project is complete. However, if such inspection in the opinion of the Engineer reveals incomplete or unacceptable work, the Engineer will provide a report identifying the incomplete work and provide a re-inspection once work is completed. When Engineer finds that the work is acceptable under the contract documents, the Engineer will request the contractor make the final

closeout submittals. Re-inspections are not anticipated and were not included in the fee estimation for this task.

Upon construction completion, the Engineer will prepare a post construction report. This report will consist of a brief narrative of the project progress, from start to finish, and it will include, as attachments, key construction documentation. The intent of the report is to provide the County with one location to access key documentation and to be used with permit compliance submittals.

#### H. Permit Compliance

The Engineer will assist the County with permit compliance requirements for the Florida Department of Environmental Protection (FDEP) and the US Army Corps of Engineers (USACE) by completing the tasks outlined below.

The Engineer will prepare and submit commencement notifications for both FDEP and USACE.

The Engineer will review the contractor's daily turbidity monitoring reports for compliance with the contract documents. The Engineer will submit the turbidity monitoring reports to FDEP on a weekly basis.

The Engineer will prepare and submit completion notifications for both FDEP and USACE.

## SECTION 2 ASSUMPTIONS AND EXCLUSIONS

1. Application fees, impact fees and any other fees required by regulatory agencies are considered a direct expense to the County and are not included in this scope and fee.
2. It is assumed the pedestrian bridge to be demolished is owned by the County, and that coordination with, or approvals from, FDOT will not be required for its removal.
3. It is assumed that the demolition work will be managed from the waterside (i.e. a barge) and that no work will be conducted from the highway bridge. If it is determined that work will be done from the highway bridge, coordination and approval from FDOT may be required. Such coordination and approval would be outside this scope of services and would be considered an additional service.
4. It is understood that the County obtained regulatory approval for disposal of the pier demolition debris at an offshore location. This work was done by internal County staff.
5. It is assumed the County Purchasing Department will lead the bid process, facilitate the pre bid meeting, issue addenda, and compile the bid tabulation.
6. The ultimate decisions related to regulatory approvals and funding assistance lie outside of the Engineer's control. The Engineer cannot guarantee issuance of regulatory approvals or funding.
7. Creation or modification of a State owned submerged lands lease or easement is not included in this scope of services.
8. Seagrass monitoring and reporting is not included with this scope and fee. However, it may be required by regulatory agencies. That requirement would be determined during the formal permitting process. If it is required, Atkins can provide those services as additional services.
9. It is understood that the County is pursuing funding assistance from FEMA. Services to assist with this effort, along with meeting compliance requirements associated with FEMA funding, are not included in this scope and fee.
10. It is assumed that the project will meet the Florida Statewide Programmatic Opinion (SWPBO) thresholds for Activity #10 in Consultation, Removal of Marine Debris. If the USACE determines the project does not meet these thresholds, they may require outside consultation. This could result in an increase in the duration of the permitting process.



11. Services associated with regulatory compliance for the offshore reef are not included with this scope. It is assumed that County staff will handle this since they secured the reef approval directly. Atkins can provide assistance with the reef site as an additional service if requested.
12. Only those services specifically mentioned in Section 1 are included with this scope of services. Additional services can be provided at an agreed upon lump sum fee or at the standard hourly rates.
13. It is understood there are often unforeseeable conditions and events impacting the progress and cost of permitting and construction. No contingency has been provided for within this scope. Effort to address any unforeseen issues will be considered additional services to be negotiated on an as needed basis.

**SECTION 3 SCHEDULE & DELIVERABLES**

The following schedule is anticipated for the completion of each task (week number measured from receipt of a notice to proceed). This is an anticipated schedule only and is largely dependent on the regulatory agency’s progression, the County’s bidding process, and the construction schedule:

Task 1: Permitting Assistance	Week 20
Task 2: Construction Document Preparation	Week 24
Task 3: Bidding Assistance	Week 32
Task 4: Construction Services	Week 44

The following deliverables will be provided to the County:

- A. Permit Submittal Packages (via electronic file transfer – pdf or paper if wet signature is required).
- B. Construction Plan Set and Cost Estimate (via electronic file transfer – pdf).
- C. Bid Document Package (via electronic file transfer – pdf).
- D. Post Construction Report (via electronic file transfer – pdf).

**SECTION 4 COMPENSATION**

The proposed scope of services will be provided on a lump sum basis administered pursuant to the provisions of our master contract dated September 15, 2010, and invoiced monthly based on the percentage of completion of the overall project.

Task 1: Permitting Assistance	\$ 13,056
Task 2: Construction Document Preparation	\$ 29,298
Task 3: Bidding Assistance	\$ 13,264
Task 4: Construction Services	<u>\$ 33,314</u>
<b>TOTAL</b>	<b>\$ 88,932</b>



**EXHIBIT B - MAN HOUR AND FEE ESTIMATE**

Project: **Wabasso Fishing Pier Demolition - Phase 2 - GEC Work Order 06** DATE: **11/30/2017**



BY: **KMG**

<i><b>TASK DESCRIPTION</b></i>	Sr. Eng / PM	Engineer	CAD Tech	Admin						Subs	Expenses	<b>Total</b>
<b>Task 1 - Permitting Assistance</b>												
<b>Task Total</b>	28.0	60.0	14.0	2.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ 56	<b>13,056</b>
<b>Task 2 - Construction Document Prep</b>												
<b>Task Total</b>	74.0	56.0	44.0	4.0	0.0	0.0	0.0	0.0	0.0	\$ 6,200	\$ 112	<b>29,298</b>
<b>Task 3 - Bidding Assistance</b>												
<b>Task Total</b>	48.0	38.0	8.0	2.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ 56	<b>13,264</b>
<b>Task 4 - Construction Services</b>												
<b>Task Total</b>	82.0	158.0	4.0	6.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ 616	<b>33,314</b>
<b>Task Total</b>												-
<b>Task Total</b>												-
<b>Task Total</b>												-
<b>Task Total</b>												-
<b>Task Total</b>												-
<b>Task Total</b>												-
<b>Task Total</b>												-
<b>Task Total</b>												-
<b>Task Total</b>												-
<b>TOTAL ESTIMATED HOURS</b>	232.0	312.0	70.0	14.0	0.0	0.0	0.0	0.0	0.0			<b>628</b>
<b>LABOR RATE</b>	\$165.00	\$116.00	\$90.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
<b>SUB TOTAL</b>	\$38,280	\$36,192	\$6,300	\$1,120	\$0	\$0	\$0	\$0	\$0	\$ 6,200	\$ 840	<b>\$88,932</b>
<b>CONTINGENCY (NONE)</b>												<b>\$0</b>
<b>GRAND TOTAL (LUMP SUM)</b>												<b>\$88,932</b>