


ARCHITECTURE SERVICES WORK ORDER 2

This Work Order Number 2 is entered into as of this 22nd day of October, 2024, pursuant to that certain Continuing Contract Agreement, dated January 9, 2024, ("Agreement"), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and Edlund, Dritenbas, Binkley Architects and Associates, P.A. ("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 of the Agreement (Rate Schedule) for RFQ 2023062, 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:

By: _____
Name: JOHN BINKLEY
Title: PRINCIPAL
EDB ARCHITECTS

BOARD OF COUNTY COMMISSIONERS OF
INDIAN RIVER COUNTY:
By: _____
Susan Adams, Chairman

BCC Approval Date: October 22, 2024

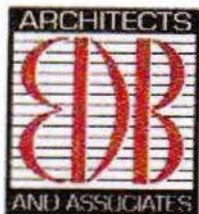
By: _____
John A. Titkanich, Jr., County Administrator

Approved as to Form and Legal Sufficiency:
By: _____
Jennifer W. Shuler, County Attorney

Ryan L. Butler, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk

(SEAL)



**EDLUND · DRITENBAS · BINKLEY
ARCHITECTS AND ASSOCIATES, P.A.**

65 Royal Palm Pointe, Ste D
Vero Beach, FL 32960
Ph: (772) 569-4320 Fax: (772) 569-9208

October 8, 2024

TO: Indian River County Fire District
Attn: Deputy Fire Chief David Rattray

RE: Proposal for Architectural Services Station #15
Comm. #070424VB

Dear Chief Rattray:

This letter shall serve as our proposal and agreement for the preparation of documents necessary for construction of the above referenced project. Also attached is a copy of MBV's proposal to us for civil services including landscape design, environmental studies, and surveying. These services will be included as part of this agreement.

I. SCOPE

To provide construction documents for a new 3-bay fire station based on the latest 9,035 Station #7 prototype, with minor revisions as needed. The site is located at 9010 87th Street, Vero Beach, FL.

II. ARCHITECTS BASIC SERVICES

The Architect shall provide full permit documents for construction. Documents and services provided by the Architect and his employed civil, surveyor, structural, mechanical, electrical, and plumbing engineering subconsultants will include the following:

- 1) Data collection, additional field verifications, and meetings as required.
- 2) Civil engineer services by MBV for development of site design construction documents/permitting for drainage and utilities, landscape design, environmental studies, and site plan approval.
- 3) Survey work in areas of improvement. See attached proposal from MBV.
- 4) Construction documents for code compliance, modifications as needed.
- 5) Address plan review comments and make revisions as required.
- 6) Assist in obtaining construction bids, bidding administration, addendums as needed.

- 7) Construction administration shall be for periodic construction observations twice monthly, RFI responses, submittals review, review of pay applications and any changes in the work. A punch list and final inspection will also be done.

III. ARCHITECT'S FEES FOR BASIC SERVICES

5% of \$3,984,050 anticipated construction cost (see attached opinion of cost).

Schematic Design / Design Development	\$59,760
Construction Documents	\$99,600
Bidding/Permitting	\$9,960
Construction Administration	<u>\$29,880</u>
Subtotal	199,200
Reimbursable Expenses	<u>\$1,500</u>
Architect & Engineer Fees Total	\$200,700
Civil Engineer (MBV) Fees (proposal attached)	\$91,950
Survey MBV (proposal attached)	\$16,450
Total Fees	\$309,100

IV. PAYMENTS TO THE ARCHITECT

As per agreement 2023062.

V. ASSUMPTIONS

- A. All structural, mechanical, electrical, plumbing engineering consultant fees are included in this proposal
- B. All civil engineer fees will be included in this proposal.
- C. Site will not require specialized foundation system due to unstable soils.

VI. OWNER'S RESPONSIBILITIES

- A. Your office, by way of the management office, must furnish all available documents and to assist the Architect in familiarizing himself with the existing site infrastructure, surveys, etc.
- B. Your office must pay all applicable fees to agencies having jurisdiction over this project, or as otherwise noted in MBV's civil services proposal.
- C. Owner shall be responsible for all reprographic services for construction documents.
- D. Site plan approval, all drainage and site utility permits will be by civil engineer.
- E. Landscape architect and/or landscape design costs will be included in this proposal.
- F. In unstable soil conditions are encountered after soil testing is performed and a specialized foundation will be required, this will be handled as an additional service.
- G. Costs for soil borings/soil testing will be by owner.

VII. ARCHITECT'S HOURLY RATE SCHEDULE

As per agreement 2023062.

VIII. ADDITIONAL SERVICES

The following services may be provided when authorized by the Owner. The Owner will compensate the Architect at the rates stipulated in Article VII.

- 1) Interior decorating.
- 2) Consultation concerning replacements of any work damaged by fire or other cause during construction.
- 3) Making revisions in drawings, specifications or other documents when such revisions are inconsistent with instruction previously given by the Owner or any agent authorized by the Owner.
- 4) Preparing as built drawings showing significant changes in work during construction or immediately after building completion.
- 5) Providing or attending any board or agency presentation or negotiation at City, County or any permitting agencies having jurisdiction over the project.
- 6) Providing detailed preliminary cost data prior to construction documents.
- 7) Specialized engineering studies and design.
- 8) Security and surveillance systems design, billed at cost plus 15%.
- 9) Special consultants outside the normal structural, mechanical, electrical, plumbing, and civil services, billed at cost plus 15%.
- 10) Additional site visits beyond those stipulated in Article II.

IX. REIMBURSABLE EXPENSES

Any expenses related to additional services due to a change in scope or program will be invoiced, as incurred, to the Owner at the following rates:

- 1) Mileage at \$0.67 per mile.
- 2) In House 24" x 36" prints at \$2.50 each.
- 3) Outsourced printing services: a multiple of 15% direct cost.
- 4) Special postage or mailing: a multiple of 15% direct cost.
- 5) Photocopies at \$0.25 per sheet.
- 6) Flash drives with PDF files of drawings to owner and/or contractors at \$10.00 each.

X. GENERAL

As per agreement 2023062.

If you have any questions regarding this agreement, please call. Please initiate this agreement and return one copy to the architect to authorize commencement of the project.

Sincerely,



John F. Binkley, A.I.A.
Architect

Date _____

Accepted _____
Owner

October 7, 2024

Mr. John Binkley
Edlund, Dritenbas, Binkley Architects, P.A.
65 Royal Palm Pointe, #D
Vero Beach, FL 32960

Via E-Mail (edbvero@bellsouth.net)

Subject: Proposal / Contract for Professional Engineering Services for the
Indian River County Fire Station 15
Indian River County, Florida
Engineer's Project Number: 24-0399

Contractee: Mr. John Binkley

Dear Mr. Binkley:

At your request, we are hereby submitting our proposal to provide professional services for the above subject project.

A. Description of Project and Services:

As per our coordination, it is our understanding you are looking to develop a 10.5 +/- acre, RS-3 zoned property located at 9010 87th Street in Indian River County. Furthermore, we understand you are looking to construct a 9,000 +/- SF Fire Station building (Fire Station #15) with required site improvements including paving, stormwater, utilities, and landscaping. As such, please find below our proposed scope of services for the above-described development.

B. Scope of Work / Services:

Based on our understanding of the rules and regulations of the governing agencies, our performance of the work would include the following services and disciplines, as needed and/or required:

Task 1 – Survey Services (SUR-1)

This task includes all items to provide surveying and mapping services for the subject project.

1. Boundary survey with improvements.



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2. Depict all easements/ right of ways shown on Record Plat or known to surveyor.
3. Depict current flood zone lines, if applicable.
4. Project scope area for topographic and tree survey to commence at the southwest corner of 87th Street and 91st Avenue and extend north approximately 500 feet and easterly to the west edge of the existing retention pond.
5. Topographic survey, minimum 50-foot grid within project scope area.
6. LiDAR scanning for enhanced elevation saturation and mapping within project scope area.
7. Locate desirable trees 8" dbh and above within project scope area.
8. Locate visible above ground utilities with elevations where applicable within project scope area.
9. Locate and depict visible sanitary sewer force main markers at the intersection of CR 510 and 87th Street.
10. Locate and depict visible water main markers along 87th Street between 91st Avenue and CR 510.
11. Locate existing drainage structures including rim elevation, pipe invert, size, type and direction within project scope area.
12. Locate and depict west edge of retention pond on adjacent parcel via top of bank and top of water elevations within project scope area.
13. Provide sufficient elevations on site to determine existing drainage patterns.
14. Provide 6 certified copies of the completed survey, including all the above.
15. Provide a PDF copy of the survey, upon request

Task 2 – Environmental Consulting Services (ENV-1)

1. **Environmental Impact Report**
 - a. Flora and Fauna Study
 - b. Soils Study
 - c. Hydrology Study
 - d. Wetland Determination
 - e. Other Surface Water Determination
 - f. Protected Species Determination
 - g. GIS Mapping by Aerial Interpretation and Ground Truthing
 - h. PDF file of the completed report
2. **Gopher Tortoise 100% Suitable Habitat Survey**
 - a. Burrow Flagging and Location
 - b. GIS Mapping of all burrows
 - c. Population Estimate
 - d. Relocation Estimate (if applicable)
 - e. Gopher Tortoise Survey Update within 90 days prior to commencement



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3. State Environmental Resource Permitting Assistance

- a. Coordination w/SJRWMD, IRC, Engineer, Surveyor for Environmental Resource Permitting
- b. Lake/Pond SHWL Determination
- c. Coordinate with FWS and FWC regarding protected species impacts
- d. RAI coordination with State Permit Reviewers

Task 3 – Civil Preliminary Coordination & Pre-Application Meetings (CIV-1)

This task includes the below services associated with the preliminary civil engineering coordination and Pre-Application meetings with the below jurisdictional agencies in preparation for design and permitting phase.

1. Project coordination with the following regulatory agencies:
 - a. Indian River County (IRC)
 - b. Sebastian River Improvement District (SRID)
 - c. St. John’s River Water Management District (SJRWMD)
2. Development of Conceptual Site Plan layout to be utilized for agency pre-application meetings. Architect to provide MBV abuilding footprint layout to be used in all Civil plans.
3. Coordination with Client/IRC prior to Pre-Application meetings with jurisdictional agencies.
4. Preparation of the following pre-application forms and packages and attendance at meetings:
 - a. IRC pre-application meeting form
 - b. SRID pre-application meeting form
 - c. SJRWMD pre-application meeting form

Task 4 – Civil Design & Permitting (CIV-2)

This task includes the below services associated with Civil design and permitting of the project.

1. Project coordination with the following regulatory agencies:
 - a. Indian River County (IRC)
 - b. Sebastian River Improvement District (SRID)
 - c. St. John’s River Water Management District (SJRWMD)
 - d. Florida Department of Environmental Protection (FDEP)
2. Review of the required boundary, topographic, tree and adjacent roadway survey. It is understood that the existing conditions survey will be provided by others to MBV in both CAD and hard copy formats to be utilized in the design of the project. The cost of survey work has been included in this proposal. See Task 1 for survey scope.



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3. Review of the subsurface soils investigation. No cost of geotech work is included in this proposal. MBV will assist in identifying approximate soil boring locations needed for the civil portion of the site development. The geotechnical firm shall contract directly with Owner.
4. Attendance at four (4) design development meetings with IRC and project Architect for site plan layout completion.
5. Finalization of the Civil site plan layout.
6. Development of the stormwater adICPR drainage model and calculations for the development's stormwater containment system sizing and runoff analysis.
7. Design of the paving, grading, and drainage system.
8. Design of the on-site utilities. We assume that water and sewer service is available adjacent to the site. No cost of off-site utility design or permitting is included in this proposal.
9. Coordination with the project Architect. It is understood the Architect will provide all final building layouts, inclusive of MEP utilities, to MBV in CAD formats to be used in the development of the site construction documents. MBV will provide Civil design plan documents in CAD formats as requested by the project Architect throughout the course of the design and permitting phase.
10. Project coordination with the landscape architect. MBV shall coordinate with the Landscape Architect during the design process and provide CAD base plans as required for the development of the Landscape Plans and details. Landscape architect shall provide all landscape design plans and responses to comments as needed for project permitting. The cost of landscape design and permitting services has been included in this proposal. See Task 8 for Landscape Design scope.
11. Project coordination with the Environmentalist. MBV shall coordinate with the project Environmentalist during the design process and provide CAD base plans as required for the development of any Environmental documents. The Environmental consultant shall provide all reports, plans, applications, and responses to comments as needed for project permitting. The cost of Environmental services has been included in this proposal. See Task 2 for Environmental scope.
12. Development of civil construction plans consisting of, or a combination thereof:
 - Cover Page
 - General Notes Plan
 - Existing Conditions Plan
 - Demolition Plan
 - Erosion Control Plan and Details
 - Site Plan
 - Paving, Grading and Drainage Plan
 - Utility Plan
 - Cross Sections Plan
 - Site Details Plan



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- Paving, Grading and Drainage Details Plans
 - Utility Details Plan
13. Preparation of the following design reports for the subject project:
 - Stormwater Management Calculations
 - Lift Station Calculations
 14. Preparation of the following permit applications:
 - a. IRC Major Site Plan
 - b. IRC Land Clearing
 - c. IRC Tree Removal
 - d. IRC Concurrency (Conditional and Final)
 - e. IRC Stormwater
 - f. IRC Right-of-Way
 - g. IRC Utilities
 - h. IRC Fire Review
 - i. SRID Connection/Discharge
 - j. SJRWMD Environmental Resource Permit
 - k. FDEP Water Distribution
 - l. FDEP Wastewater Collection
 - m. FDEP NPDES Notice of Intent
 15. Submission of civil plans and application packages to permit agencies.
 16. Attendance at the IRC Technical Review Committee meeting.
 17. Coordination with jurisdictional agency representatives and Owner on agency review comments.
 18. Final Construction drawing revisions per jurisdictional comments and resubmittal to agencies for final approvals.

Task 5 – Cost Estimates (CIV-3)

This task includes development of two (2) cost estimates (50% Design Phase and 100% design phase) for the Civil portion of the project.

Task 6 – Bidding Services (CIV-4)

The COUNTY shall be responsible for setting the providing the front-end bid documents, bid opening date, advertisement of the bid, scheduling the pre-bid meeting, and scheduling the bid opening. MBV will provide the following in support of the bidding phase:

1. Preparation of Civil Documents for Bidding (Electronic (PDF) and Hard Copy formats).
2. Transmittal of Final Cost Estimate for 100% Plans.
3. Attendance at (1) Pre-Bid Meeting.



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4. Response to requests for additional information (RAIs) for bidders.

NOTE: All Civil construction specifications will be on the applicable plan sheets in lieu of a specifications manual. The Consultant will prepare a pdf file of the final bid package for the COUNTY's use in distribution to prospective bidders via DemandStar.

Task 7 – Construction Administration and Certifications (CIV-5)

This task includes construction inspections and certifications as required by the local and state regulatory agencies, in addition to the inspections required by the Engineer of Record, to provide final certifications.

1. Attendance at (1) pre-construction meeting at the County for the project construction phase kick-off with the selected contracting team and applicable governmental agencies.
2. Attendance at 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 and assumes a total of twelve (12) meetings (6-month construction phase) for the Sitework portion.
3. Review/approve or take other appropriate action in respect to shop drawings and which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such reviews 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.
4. Responses to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of Contractor's work.
5. Provide assistance to Architect with recommend Change Orders and will review and make recommendations related to change orders submitted or proposed by the contractor for the site civil portion.
6. Attendance at four (4) miscellaneous field meetings requested by GC, Architect or County and provide coordination services to the team representatives as required for the civil site work related items to assist with construction related issues or concerns.
7. Attendance at one force main installation inspection (pressure test & tap).
8. Attendance at the potable and fire mains pressure testing inspection, flushing inspections, and bacteriological testing reviews.
9. Conduct one sub-base and one base stringline inspections for the following parking areas.
10. Conduct storm pipe/drainage structures installation inspections.
11. Conduct (1) final inspection for stripping, signage and sodding and overall site completion.



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12. Review the record drawings as submitted by the Contractor to MBV and provide revisions as needed to Contractor.
13. Preparation and submittal of certification packages to the following jurisdictional agencies: Indian River County, St. Johns River Water Management District and FDEP (Sewer/Water).

Erosion Control: Pursuant to the State of Florida NPDES regulations, all construction sites shall be required to conduct weekly NPDES inspections during site-work construction, and monthly inspections during vertical construction, by a certified NPDES Inspector. Inspections will also be required within 24 hours after the site has experienced ½” or more of rainfall during the construction phase. It is understood the County, or the selected Contractor, will provide the required NPDES Inspections and therefore that scope is not included in this proposal.

NOTE: It is assumed the selected contractor will provide the above described erosion control inspection services and is therefore not included in this contract but provided to inform the Owner that these will be needed during construction as required by law. Should the selected contractor not have the required State Certification to conduct these weekly inspections, MBV will be happy to provide a proposal at that time for these services.

Task 8 – Landscape Design (LSP-1)

Using DWG files provided by others containing a site plan, existing and proposed utilities, and relevant survey information, as well as any existing tree information, we will provide a landscape plan & irrigation plan for the property as required by Indian River County. All plant material will be quantified, coded, and put into a detailed list. Plans will include planting details and specifications.

Part I – Landscape Plans

1. Provide a code required landscape plan for all green areas within project scope to include required perimeter buffers, vehicular use areas, building foundation, & open space areas.
2. Provide a tree disposition/mitigation plan for existing trees within project scope. (Tree survey/report to be provided by others if required)
3. Includes (1) modifications to plans due to client comments.
4. Provide signed and sealed landscape plans for government submittal.

Part II – Responses to County comments Post Submittal

1. Coordination with government/client during approval process.
2. Provide modifications to plans due to government comments.
3. Provide final approved landscape plans for permit.



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Part III – Irrigation Plans

1. After landscape plan is finalized for submittal, provide irrigation plan for proposed additional landscape that includes mainline, lateral line, valve, & head layout, as well as itemized schedule for construction.
2. Includes (1) modification to plans due to client comments.
3. Coordination with government/client during permit process.
4. If necessary, (1) modification to plans due to government comments are included at no additional fee.

Task 9 – Reimbursables

This task includes costs and expenses associated with the project. Permit application fees are not included in this Task and will be paid directly by the Owner. MBV will coordinate with the agency and Owner on the required fee and provide to Owner the applicable fee schedules / information from the agency.

C. Cost of Work / Services Performed:

We propose to provide the above-described services for the following breakdown of fees, excluding direct costs.

Task 1 – Survey Services	\$ 16,450
Task 2 – Environmental Consulting	\$ 7,500
Task 3 - Preliminary Coordination & Agency Pre-Application Meetings	\$ 4,000
Task 4 – Civil Design & Permitting	\$ 48,500
Task 5 – Cost Estimates	\$ 1,750
Task 6 - Bidding	\$ 3,500
Task 7 - Construction Administration & Certifications	\$ 17,500
Task 8 - Landscape Design	\$ 7,200
Task 9 – Reimbursables	\$ 2,000

We are available to begin work described herein upon our receipt of your written acceptance of this proposal/contract. This proposal is valid if accepted within sixty (60) days from the date of this proposal/contract. In addition to the above scope, our Agreement shall include and be subject to the conditions in the below Standard Provisions, which are incorporated by reference.



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Should you require further information or clarification, please call.

Sincerely,

Todd Howder
Vice President

Aaron Bowles, P.E.
Senior Vice President

Accepted and Agreed to this _____ day of _____, 20_____.

Corporate Contractee:

By: _____
Signature

Print Name and Title: _____

Individual Contractee and/or Signer for Corporate Contractee acknowledging liability.

By: _____
Signature

Print Name and Title: _____

STANDARD CONDITIONS:

Project Number: 24-0399

A. General Obligations and conditions

MBV Engineering (The Engineer) shall provide those professional services as specified and detailed in the contract. In rendering these services, MBV Engineering shall apply the skill and care ordinarily exercised by engineers at the same time and locale the services are rendered. Basic Services include reviewing applicable codes and regulations, verifying that the Drawings and Specifications prepared by the Engineer comply with all applicable codes and regulations, and making revisions to the Drawings and Specifications requested by Governmental authorities or the Owner as needed to obtain governmental approvals as included in the scope of work.

The Owner shall provide all criteria and information with regard to their requirements for the Project. This shall include, but not be limited to, review and approval of design in the schematic design phase, design development phase, and contract documents phase. These approvals shall include a written authorization to proceed to the next phase.

The Engineer shall request and the Owner shall provide those geotechnical investigations, property surveys, utility surveys, reports, and other data necessary for performance of the project team (unless these services are to be provided through this agreement).

The Engineer is entitled to rely on the accuracy and completeness of services provided by other design professionals retained by the Owner as such services pertain to the work of the Engineer, except where the exercise of proper care would require independent verification of the accuracy and completeness of said services or Engineer has reason to believe said services are not accurate or complete.

This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer.

Insurance: MBV Engineering, Inc. will maintain, at its own expense, Workman’s Compensation Insurance, Comprehensive General Liability Insurance, and Professional Liability Insurance.

NOTE: This proposal becomes a binding contract between the parties when accepted by the client as evidenced by his/her signing and dating this proposal, and communicating it via mail, facsimile, or hand delivery to MBV Engineering, Inc. No changes to this proposal may be made without the written approval of MBV Engineering, Inc.

B. Additional Services:

Additional Services are those services that arise during the design or construction process and are not included in Basic Services. Examples include, but are not limited to: Construction inspection, coordination and attendance of Planning and Zoning meetings, attendance to neighborhood meetings, design revisions due to neighborhood meetings, Commission meetings, additional coordination meetings, modified site layouts, environmental coordination, off-site utility design and off-site roadway design, revisions that are inconsistent with approvals or instructions previously given by the owner or the agencies. Additional services are also considered those which may not be foreseen at the beginning of the design phase and are not included as basic services, including but not limited to: design of secondary structural elements, provide special inspections, design supports for antennas, flagpoles or special architectural systems, services resulting for changes in the magnitude of the work, architectural layouts or code issues after the preparation of the documents, or services to evaluate substitutions proposed by the contractor or the owner. Additional services will be billed at our current billing rates and are subject to change annually.

Current billing rates are as follows:

Principal	\$240 per hour	Senior Planner	\$180 per hour
Expert Witness	\$350 per hour	Senior Designer	\$150 per hour
Engineer Associate	\$215 per hour	Technician III	\$145 per hour
Senior Engineer III	\$210 per hour	Technician II	\$135 per hour
Senior Engineer II	\$205 per hour	Technician I	\$110 per hour
Senior Engineer I	\$180 per hour	Inspector	\$105 per hour
Junior Engineer III	\$175 per hour	Admin. Assistant III	\$105 per hour
Junior Engineer II	\$170 per hour	Admin. Assistant II	\$95 per hour
Junior Engineer I	\$160 per hour	Admin. Assistant I	\$70 per hour
Project Manager	\$180 per hour	Subconsultant Mgmt. Fee	10%

Initial – Client

Initial- MBV



STANDARD CONDITIONS:

Project Number: 24-0399

C. Reimbursables

Reimbursables are expenses incurred by the Engineer directly in connection with the project such as, but not limited to, transportation, out-of-town travel and subsistence, electronic communications, overnight deliveries, courier services, additional specialized professional services, sales taxes, permits and filing fees for securing approvals from government authorities, renderings or models, Owner authorized overtime above the current hourly rates, expenses for professional liability insurance or additional insurance beyond the normal amount carried by the Engineer and the cost of reproductions. All rates listed below are subject to change annually, and mileage rates are based on IRS regulations and are updated per their direction.

1. Print Costs

All photo copies, prints and facsimile transmissions will be billed at the following rates:

B/W photo copies: 8 1/2" x 11" \$0.10/sheet; 11" x 17" \$0.50/sheet

Color photo copies: 8 1/2" x 11" \$0.25/sheet; 11" x 17" \$1.00/sheet

Plans (24" x 36"): B/W = \$1.25/sheet, Color = \$4.25/sheet Mylars \$24 each CD/flash drive \$10.00 each

2. Miscellaneous

Mileage shall be reimbursed at \$0.67 per mile. Deliveries shall be charged at \$15 per delivery. All other reimbursables will be billed at actual costs incurred.

3. Application Fees

Any and all application fees required by permitting agencies will be paid for directly by the Owner/ Client.

D. Payment:

Invoices for our services will be submitted on a monthly basis with payment due upon your receipt of the invoice. A service charge of 1 1/2% per month will be billed for late payments on the then outstanding balance. MBV Engineering, Inc. reserves the right, in its sole discretion, to stop performing work/services under this Proposal/Contract if any invoice is not paid within 30 days. Continued performance of work/services by MBV Engineering, Inc. does not constitute a waiver of their right to stop performing work/services in the future.

E. Release / Reuse of Documents

All documents including drawings, disks, specifications, and reports prepared or furnished by MBV Engineering, Inc. or Engineer's Independent Professional Associates and Consultants pursuant to this agreement are instruments of service in respect of the Project and the Engineer shall retain all ownership and property interests therein, whether or not the project is completed. To that end, the Engineer may exercise his right to execute a copyright notice upon any document prepared by the Engineer in connection with this project. All original documents shall remain the sole property and in the sole possession of the Engineer.

Owner/Client will be provided and may retain copies of said documents for his use and information; however, said documents are not intended or represented to be suitable for reuse by Owner/Client or others on extensions of the project or on any other project. Any reuse without express written verification or adaptation by Engineer for the specific purpose intended, will be at Owner's/Client's sole risk and without liability or legal exposure to the Engineer or to the Engineer's Independent Professional Associates and Consultants. Owner/Client shall indemnify and hold harmless the Engineer and Engineer's Independent Professional Associates and Consultants from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

F. Release / Reuse of Electronic Data

All electronic data including drawings, specifications and reports prepared or furnished by MBV Engineering, Inc. or Engineer's Independent Professional Associates and Consultants pursuant to this agreement are instruments of service in respect of the Project and the Engineer shall retain all ownership and property interests herein, whether or not the project is completed. To that end, the Engineer may exercise his right to withhold the release of any electronic data and evaluate each requires on an individual basis. Any Release/Reuse of Electronic Data agreed upon by the Engineer shall automatically be encumbered by above stated item (E) Release/Reuse of Documents.

G. Representations Relating to Work Performed

The plans, designs and documents which are subject to this contract shall be prepared in a professional manner consistent with the profession's "Normal Standard of Care."

Nevertheless, no representations or warranties are made as to the success, approval, or the issuance of permits on any application submitted by Owner/Client based in whole or in part upon the plans, designs, or documents prepared by MBV Engineering, Inc.

Initial – Client

Initial- MBV

_____

STANDARD CONDITIONS:

Project Number: 24-0399

Concurrency: This design and permitting effort neither imply nor guarantees that concurrency will be met at the time of construction of the first phase, or any phases, nor is it the responsibility of MBV Engineering, Inc. to monitor levels or services or infrastructure capacities.

Back charges will not be accepted by MBV Engineering, Inc. unless we provide written agreement covering all corrective action and the total amount of the back charge necessary to accomplish the corrective action.

Engineer's evaluations of Owner's probable project budget and any opinions of probable construction costs, if rendered as a service under this Agreement, will be made on the basis of Engineer's experience and qualifications and will represent Engineer's best judgment as a qualified design professional familiar with the construction industry. Because the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, the Engineer does not guarantee or represent that proposals, bids, negotiated prices, or actual construction costs will not vary from the opinions of probable construction costs prepared or agreed upon by Engineer. If the Owner wishes greater assurance as to construction costs, the Owner shall employ an independent cost estimator.

H. Dispute Resolution:

In the event of any dispute concerning this Proposal/Contract for Professional Engineering Services, MBV Engineering, Inc. shall be entitled to recovery of its reasonable attorney's fees and costs incurred in connection with the dispute, including court costs and fees and costs of appeals. Dispute resolution and the location/jurisdiction thereof, may be by mediation, arbitration and/or court action in the sole discretion of MBV Engineering, Inc. The laws and statutes of the State of Florida shall govern all dispute resolution.

I. Termination Without Cause:

If at any time MBV Engineering, Inc. is notified in writing by Contractee that the Contractee wishes to terminate the agreement for any reason, MBV Engineering, Inc. shall be entitled only to the reasonable value of work furnished pursuant to the agreement up until the moment of such notice. This notice shall be sent by certified mail, return receipt to MBV Engineering, Inc., 1835 20th Street, Vero Beach, FL 32960. This notice will be effective upon receipt. MBV Engineering, Inc. shall not be entitled to payment for work furnished after such notice or not reasonably required to have been previously furnished under this Agreement.

J. Authority of Signer:

If the Contractee is a corporate entity or an individual other than signer, the signer represents that he/she by their signature is authorized to, empowered to and does sign this Proposal/Contract on Contractee's behalf.

K. Indemnification by Signer:

Signer understands and agrees that, if the Contractee is a corporate entity or an individual other than signer, that signer is personally liable and responsible for payment of all work/services performed by MBV Engineering, Inc., in the event that the Contractee fails to pay for the work/services performed.

L. Limitation of Liability

Engineer and Owner agree that the services performed by the Engineer pursuant to this Agreement are solely for the benefit of the Owner and are not intended by either the Engineer or the Owner to benefit any other person or entity. To the extent that any other person or entity is benefited by the services performed by the Engineer pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

The Owner and MBV Engineering, Inc. have considered the risks, rewards and benefits of the project and the Engineer's total fee for services. Risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Engineer's liability to the Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total fee received for the project. Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013)
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Initial – Client

Initial- MBV