

ENGINEERING SERVICES WORK ORDER 2

This Work Order Number 2 is entered into as of this 5th day of March , 2024 , pursuant to that certain Continuing Contract Agreement, dated May 2, 2023 (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 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 (Rate Schedule) of the Agreement, 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: _____

Print Name: Todd Howder

Title: Vice President

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

By: _____

Susan Adams, Chairman

BCC Approval Date: _____

Attest: Ryan L. Butler, Clerk of Court and Comptroller

By: _____

Deputy Clerk

By: _____

John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency:

K. Keith Jackman, Assistant County Attorney

EXHIBIT A - SCOPE OF WORK

It is understood the COUNTY Fire Rescue Department desires improvements to the existing boat dock located at Fire Station No. 2 (3301 Bridge Plaza Drive) to re-orient the boat slips to a north-south position and to provide a covered roof over the slip that will house the IRC Fire Rescue boat. On October 19, 2022, MBV Engineering, Inc. (CONSULTANT) was hired under Work Order 26 to conduct preliminary coordination with the jurisdictional agencies for the aforementioned improvements to determine the scope and permits each respective agency will require. As such, those meetings have been completed allowing the CONSULTANT to provide an inclusive proposal under Work Order 28 to provide the design and permitting services for said improvements.

The CONSULTANT proposes to provide the COUNTY the below scope of work associated with the Master Development Plan and as further described below.

Task 1 – Existing Conditions Survey (Site Specific Topographic Survey)

The CONSULTANT will provide the following existing conditions surveying services:

- Topographic survey depicting boundary lines with improvements, limited to project scope area around existing dock (not a boundary survey).
- Depict all easements/ right of ways shown on Record Plat or known to surveyor.
- Depict current flood zone lines, if applicable.
- Topographic survey, minimum 50-foot grid within project area.
- Locate desirable trees 8" dbh and above.
- Locate visible above ground utilities with elevations, where applicable.
- Locate existing drainage structures including rim elevation, pipe invert, size, type and direction within project scope area.
- Provide sufficient elevations on site to determine existing drainage patterns.
- Locate mangrove area south of the existing dock.
- Locate and depict Mean High Water Line.
- Locate existing dock.
- Provide 6 certified copies of the completed survey, including all the above.
- Provide a PDF copy of the survey, upon request.

Services described above will be provided within 10 weeks of receiving signed authorization to proceed.

CONSULTANT will utilize the above survey information as the base for the existing conditions for the proposed design improvements.

Task 2: Environmental Consulting & Dock Permitting

The CONSULTANT will provide the following environmental design services:

- Shoreline Wetland/Mangrove Inspection and Flagging, as necessary
- Submerged Resource Drawing
- Seagrass Study (6/1 – 9/30)
- Depth Contours
- Dock Planning and Layout (Structural Engineering by others)
- Environmental Resource Permitting
- ERP Permit Application and Coordination
- General Dock Site Plan Drawing and General Cross Section
- Mangrove Trimming Plan if necessary

Task 3: Civil Design & Permitting

A. Construction Plans

The CONSULTANT will prepare 24" x 36" design drawings for the proposed improvements to include the following: Cover Sheet, Existing Conditions Plan, General Notes and Specifications, Erosion Control Plan, Demolition Plan, Site Plan, Grading Plan, Utility Plan, and applicable details sheets. It is understood that the structural design and permitting of the dock will be provided by others and contracted separately with IRC.

B. County Reviews

The CONSULTANT will attend two (2) progress review meetings with the COUNTY staff at the 50 and 100 percent levels of design completion. A single set of review comments shall be provided to CONSULTANT prior/or after each review meeting. This task includes revisions to plans from each COUNTY review within reasonable scope of the project.

C. Permitting

The Consultant will prepare the following permit applications and associated submittals for the following agencies. Note: Permit Applications will be submitted after addressing the COUNTY's 50 percent phase review comments.

- City of Vero Beach Code Compliant Application (for C1-M Marina Activity Zoning)
- SJRWMD ERP Permit Modification for SJs Permit No. 108150-1
- IRC Fire Prevention

The CONSULTANT will prepare all necessary applications and fee requests and provide to COUNTY for signature and check processing. Permit Application Fees will be paid for by COUNTY.

Task 4: Cost Estimates

The CONSULTANT will prepare an Engineer's Opinion of Probable Costs at approximately 50 and 100 percent levels of design completion.

Task 5: Bidding Services

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. The CONSULTANT will provide the following:

- Preparation of Civil and Structural Documents for Bidding
- Attendance at (1) Pre-Bid Meeting
- Response to requests for additional information (RAIs) for bidders

NOTE: All 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 6: Construction Services

The CONSULTANT shall provide the following scope of services during the construction phase:

A. Civil Construction Services

- Attendance at (1) Pre-Construction meeting at COUNTY with selected contractor and COUNTY staff
- Shop drawings review of civil site components
- Three (3) on-site inspections at the 30%, 60% and 90% completion phases
- Review of testing reports and as-builts provided by Contractor
- One (1) site visit for final walkthrough with COUNTY inspector and Fire Department staff in attendance
- As-Built review and coordination with selected Contractor (Contractor responsible to select licensed Surveyor during construction phase who will provided the necessary surveying services and as-built documents)
- Coordination with Contractor during Construction phase
- Certification by E.O.R. to COUNTY and jurisdictional agencies

Task 7 – Reimbursable

This task includes costs and expenses such as print costs, mileage, courier deliveries, and overnight deliveries 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.

EXHIBIT B - SCHEDULE

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

- Existing Conditions Survey 12 weeks from Notice to Proceed
- 50% Construction Plans 45 days from receipt of Existing Condition Survey
- 100% Construction Documents 120 days from the Permit Applications Submission

EXHIBIT C - 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
Task 1: Existing Conditions Survey	\$ 5,250
Task 2: Environmental Consulting & Dock Permitting	\$ 8,840
Task 3: Civil Design & Permitting	
A. Construction Plans	\$ 8,500
B. County Reviews	\$ 2,000
C. Permitting	\$ 5,500
Task 4: Cost Estimates	\$ 2,000
Task 5: Bidding Services	\$ 2,500
Task 6: Construction Services	\$ 6,500
Task 7: Reimbursables	\$ 1,000
TOTAL	\$ 42,090

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.