

WORK ORDER 9

IRC - 1907

Dodgertown 1st and 3rd Base Concession Stands

This Work Order Number 9 is entered into as of this ___ day of _____, 2019, 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.

CONSULTANT:
MBV Engineering, Inc.

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

By: 

By: _____
Bob Solari, 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 demolish and re-build the 1st and 3rd base concession stands at Holman Stadium located inside the Historic Dodgertown complex at 3901 26th Street, Vero Beach.

The proposed improvements will consist of demolishing the two existing concession buildings, including their slabs (building and front porch slab) and roof overhangs. The new buildings will be constructed in accordance with the latest building regulations and provide for the same concession services as the previous buildings. Both locations will require various site improvements as part of the re-construction.

The Consultant will utilize the existing site-specific topographic survey prepared and provided to Consultant by Indian River County as the base for the existing conditions for the area to receive the improvements. It is understood that this survey will be provided to Consultant in AutoCAD format to be utilized and relied upon for design.

The proposed improvements will also require utility locate services, architectural design services, MEP and structural design services, civil design services inclusive of project oversight, permitting and CA services by each design professional. As such, Donadio & Associates, Architects, P.A. will be retained by MBV Engineering, Inc. to provide the necessary architectural design and MEP services, Bloodhound for the utility locating services and KSM Engineering for the geotechnical services. MBV Engineering, Inc. will provide the necessary project oversight and coordination. A description for each service is provided below in further detail.

Task 1 - Architectural Design Services

- a. Perform field measuring of the existing Concession Stands and from this field information the Architect will develop an "As-Built" CAD floor plan drawing for each building.
- b. **Schematic Design Phase**
The Architect shall assist the Owner in establishing the program and ascertain the requirements of the project and shall arrive at a mutual understanding of such requirements with the Owner. Based on this understanding the Architect shall prepare Schematic Design Documents consisting of drawings, outline specifications, and a Schematic Design cost estimate.
- c. **Design Development Phase**
Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the project as to Architectural, Structural, Mechanical and Electrical systems, materials and such other elements as may be appropriate.
- d. **Construction Documents Phase**
Based on the approved Design Development Documents and any further adjustments in the scope or quality of the project, or in the construction budget authorized by the Owner, the

Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project, along with 90% Construction Document cost estimate.

Task 2 - Mechanical, Electrical and Plumbing (MEP) Design Services

Coordinate with Client to establish design criteria for heating, ventilation and air conditioning (HVAC), electrical and Plumbing.

- a. Coordinate with Client to establish design criteria for heating, ventilation and air conditioning (HVAC), electrical and Plumbing.
- b. Construction documents and specifications for HVAC, electrical and Plumbing which include but are not limited to floor plans, schedules, risers, panels, details, etc.
- c. Three (3) sets of signed and sealed permit documents. Additional sets to be billed as reimbursables.
- d. State of Florida energy calculation.
- e. Two (2) coordination meetings.
- f. Responding to Building Permit review comments.
- g. Attendance at Pre-Bid Meeting and Pre-Construction Meeting.
- h. Shop Drawing review of Mechanical and Electrical items, Request for Information and any other items as defined below for Construction Administration Services.
- i. Grease traps design not included in scope of work.
- j. Kitchen equipment designed by others.
- k. Fire Sprinkler/Fire Alarm Design not included in scope of work.
- l. Generator Design not included in scope of work.
- m. All Mechanical Equipment tie-down, strapping and anchoring methods are provided by others.
- n. Assumes adequate Electrical power available.
- o. Hood not required in scope of work.
- p. No A/C for both concession buildings.

Task 3 - Structural Design Services

- a. Coordination with Donadio & Associates, P.A.
- b. Establish structural design criteria.
- c. Review of soil investigative reports for project structural design.
- d. Design and preparation of the following:
 - i. Foundation plans and sections based on a conventional shallow foundation system.
 - ii. Roof framing plan and sections.
 - iii. Wind design pressures.
- e. Structural specifications in short format on plans.
- f. Structural Sections, Roof Framing Plans, Details and Specifications.
- g. Preparation of Documents for Building Permit Submittal.
- h. Responding to Building Permit review comments.

Task 4 - Civil Design Services

a. **Construction Plans Design and Development**

The Consultant will prepare 24" x 36" design drawings signed & sealed, for the above described improvements. The design drawings will include Existing Conditions Plan, Demolition and Erosion Control Plan, Site Plan, Paving, Grading and Drainage Plan, Utility Plan, and applicable details sheets. The plans package will also include the necessary design calculations as applicable and various subconsultants' documents, details, or plans as needed.

b. **Construction Cost Estimates**

Consultant shall work with Architect and develop Cost Estimates for the project at the Schematic Design (30%) and Construction Documents (90%) phases.

c. **Project Oversight**

The Consultant will provide project oversight and coordinate with project sub-consultants, IRC and other parties as needed through the duration of the project.

Task 5 - Geotechnical Testing Services

The Consultant will coordinate with the Geotechnical Company on the following scope:

- a. Perform four (4) soil borings, two (2) per building), to a depth of 10' to 14' in accordance with ASTM Standards and as described in ASTM D1586, known as the Standard Penetration Test (SPT).
- b. Provide a report covering the investigation, including the boring logs of the soil classification, thickness of each layer, number of blows per foot (N Value), groundwater depths, recommendations for site preparation and the allowable bearing capacity of the soil.

Task 6 - Utility Locating Services (Horizontal and Vertical)

The Consultant will coordinate with the Utility Locating Company on the following scope:

- a. The following work is being performed to Quality Level B standards in accordance with CI/ASCE 38-02.
- b. Client has requested an estimate to horizontally and vertically locate detectable underground utilities within a 20' radius of each of the two concession stands as shown on the provided images. Task includes locating the lines feeding the buildings as well as any utilities that may be by-passing within the general limits stated. Also, to include an area across the street from the First Base concession stand as shown on the attached. A BHUG generated image is attached for reference. If incorrect please advise.
- c. A print or image was provided to review to assist with the estimate. However, a meet on site would be recommended to confirm the locate area and assist with access.
- d. EM and Real-Time GPR Locating equipment will both be utilized to locate and mark any detectable underground utilities. A not to scale digital field sketch will be provided of our discoveries for surveying purposes. We will also provide pictures and the raw GPR data for review.
- e. Estimate does not include any surveying services.

- f. Customer is advised the horizontal portion of this estimate is based on a 2-hour minimum with a not to exceed limit. Any additional time required on site to complete the task beyond the 2-hour minimum will be invoiced in 15-minute increments @ \$45 per increment, not to exceed 8 hours. A mobilization fee is required.
- g. Customer is advised that Blood Hound utilizes water-based paint and flags to identify any discoveries onsite. If this is an issue, Blood Hound must be made aware of this when scheduling. All discoveries will be painted and flagged for surveying purposes.
- h. All findings will be marked according to APWA standard.
- i. Any available as-built, engineered or other record drawings, if available, should be supplied to BHUG prior to commencement of field work.
- j. BHUG is not responsible for, moved, altered, obliterated or maintaining marks. BHUG will impose an additional fee to relocated / remark facilities.
- k. The performance of BHUG's services is limited to full and unobstructed access to include but not limited to: mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks and structures. Full cooperation from the on-site personnel is necessary to perform a complete survey.
- l. Results are dependent upon field conditions at the time of locating services. It may be necessary to have parked vehicles or machinery moved to allow for a full scan and to access structures.
- m. CUSTOMER IS ADVISED THAT LIMITATIONS EXIST IN LOCATING PLASTIC MATERIALS WITHOUT TRACEABLE WIRES ATTACHED.
- n. The following work is being performed to Quality Level A standards in accordance with CI/ASCE 38-02.
- o. During subsequent mobilizations Vacuum Excavation will be utilized to provide the precise horizontal and vertical position of specific utilities within the specified areas to be determined by the engineer of record.
- p. Test hole data forms will be provided with pertinent information to include size, function, depth, material (of pipes if known) and provide the precise horizontal and vertical position of any discoveries. Offsets will be provided to existing above ground features as well and all discoveries will be painted and flagged with all verification's staked with a semi-permanent marker for surveying purposes. A digital field sketch will be provided along with pictures of the areas in question.
- q. Customer is advised the vertical portion of this estimate is based on a per hole fee. For estimating and budgetary purposes and based on provided images, it is assumed that up to sixteen (16) soft surface test holes may be required however only completed test holes will be invoiced. A mobilization fee is required. (if second day of MOB is not required it will not be invoiced).
- r. Customer understands any fees required for permits and MOT services are not provided and included in this estimate and none are anticipated.
- s. Cavities will be refilled with dry, native spoils (compacted in 6" lifts).
- t. Estimate does not include any final restoration such as hot mix asphalt, milling / resurfacing or special back fill requirements (flowable fill.) If final restoration is required by end client, city, state, or any other entity, that restoration will be the responsibility of the client. Blood Hound does not perform final concrete or asphalt surfacing. BHUG will not perform any excavations thru sidewalk without prior permission. Test holes performed under the roadway will be repaired with an asphalt cold patch and any concrete surfaces will be repaired with a

Quikrete type product.

- u. All Survey work will be completed by others.

Task 7 - Permitting Services

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

- a. City of Vero Beach Minor Site Plan Approval (assumes staff level approval).
- b. St. Johns River Water Management District Exemption Request Letter.
- c. Indian River Farms Water Control District Exemption Request Letter.
- d. City of Vero Beach Utility Approval (Water & Sewer).
- e. Indian River County Fire Department Approval.
- f. Indian River County Building Division Permit (Architect).

This Work Order does not include stormwater modeling, permitting (other than the above Exemption request Letters), wetlands permitting, other ecological permitting or attendance and document preparation for Planning & Zoning or City Council meetings. It also does not include FDEP Water and Sewer permitting as it is understood that the buildings will be reconnected to the existing utility systems.

The Consultant shall respond to request for additional information by the permitting agencies.

The COUNTY will be responsible for the above listed permit fees and the Consultant will prepare all necessary applications and provide to COUNTY for signatures.

Task 8 - County Review Meetings

The Consultant will coordinate with the COUNTY staff during design development and conduct reviews at 30, 60 and 90 percent completion phases. COUNTY shall provide review comments to Consultant in order for Consultant to be able to incorporate into the design plans package.

Task 9 - Bidding Phase

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

- a. Preparation of Division Specifications for buildings.
- b. Civil and Structural Plan Documents for Bidding (Civil and structural specifications to be provided on plans).
- c. Electronic files (pdf format) of the final bid package for the COUNTY's use in distribution to prospective bidders via Demandstar.
- d. Attendance at Pre-Bid Meeting (A representative from each discipline shall attend meeting).
- e. Development of Addendum to Responses to RFI comments.
- f. Assist COUNTY in review of bids and provide recommendation for GC selection.

Task 10 - Construction Phase

The Consultant will provide the following scope of services during the construction phase:

- a. **Architecture**
 - i. Shop Drawing review of Architectural items
 - ii. Response to Request for Information
 - iii. Review of Contractor's Applications for Payment
 - iv. Review of Change Order and decisions on any claims or disputes
 - v. (8) visits during construction
 - vi. Punchlist walk-thru with Client and Contractor to determine general conformity with approved plans and specifications

- b. **MEP**
 - i. Shop Drawing review of MEP items
 - ii. Response to Request for Information

- c. **Structural**
 - i. Shop Drawing review of Structural items
 - ii. Response to Request for Information
 - iii. (6) visits during construction, (3) per building

- d. **Civil**
 - i. Attendance at one Pre-Construction meeting
 - ii. Shop Drawing review of Civil items
 - iii. Response to Requests for Information
 - iv. Attendance at (6) Construction Meetings
 - v. Coordination with GC, IRC and design team during construction process
 - vi. Development and submittal of Certification documents to agencies as required

DELIVERABLES

The Consultant shall provide the COUNTY with the following:

- Eight (8) hard copies 24" x 36" formats of the plans
- One (1) electronic version of the plans in pdf format
- Technical responses for questions generated during the project's bid period.
- Building Specifications (IRC to provide Front End Specifications)

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
Building Field Measurements	\$ 2,000
Architectural Design Services	\$ 15,250
MEP Design Services	\$ 4,000
Structural Design Services	\$ 6,300
Civil Design Services	\$ 15,500
Geotechnical Testing Services	\$ 1,175
Utility Locating Services	\$ 6,475
Permitting Services	\$ 8,000
County Review Meetings	\$ 750
Bidding Phase	\$ 2,500
Construction Phase	
Architectural	\$ 4,750
MEP	\$ 750
Structural	\$ 3,800
Civil	\$ 7,500
Total	\$ 78,750

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:

- Permit-ready Design Plans 60 days from receipt of Survey
- Final Plans and Permits 60 days from Permit Submission