



## *Board of County Commissioners*

Administration - Building A

1801 27th Street

Vero Beach, Florida 32960

Telephone: (772) 567-8000 FAX: 772-778-9391

### **Project:**

## **2023 Beach Profile Monitoring Surveys (Summer)**

### **WORK ORDER NO. 3 (Hydrographic Surveying)**

FOR

PROFESSIONAL SERVICES AGREEMENT

ANNUAL SURVEYING and MAPPING/GIS SERVICES

WITH

### **MORGAN AND EKLUND, INC**

In accordance with Contract No. 2209 2022-2024

This Work Order No. 3 is in accordance with the existing AGREEMENT dated October 4, 2022 between Morgan and Eklund, Inc., (**SURVEYOR**) and Indian River County (**COUNTY**); This Work Order No. 3 amends the agreement as follows:

### **SECTION I – PROJECT LIMITS**

This Work Order No. 3 is for the **SURVEYOR** to perform all related field and office Surveying and Mapping services in connection with the **2023 Beach Profile Monitoring Surveys (Summer)**; Florida Department of Environmental Protection Reference Monuments R-15 – R-119.

### **SECTION II - SCOPE OF SERVICES**

As agreed upon between **SURVEYOR** and **COUNTY**, the **SURVEYOR** shall provide Professional Land Surveying services to complete all tasks as outlined in this Work Order No. 3; specifically detailed in the attached proposal Exhibit A.

### **SECTION III – TIME FOR COMPLETION & DELIVERABLES/WORK PRODUCT**

#### **1. Project shall be completed as follows:**

- a. 100% "Paper" review submittal (final review prior to request for final deliverables) shall be made within 90 calendar days of receipt of Notice to Proceed for review by County Staff prior to preparing the final submittal package.
- b. Time of FINAL project completion shall be within 10 calendar days of receipt of the County's review comments from the 100% "Paper Submittal".

#### **2. Deliverables -The SURVEYOR shall provide the COUNTY:**

- a. 100% Phase Submittal for **COUNTY** review and comment. All submittals shall include one (1) paper "hardcopy" along with AutoCad Files and an ASCII file for all

- survey points. **COUNTY** shall strive to provide review comments within 10 calendar days of the preliminary submittal.
- b. FINAL Deliverables, one (1) paper “hardcopy” signed and sealed sets. Sheeted and model space (as applicable) AutoCad drawing file in release 2009 through Civil 3D 2013, PDF formats and an ASCII file for all survey points, all electronic files to be on CD.
  - c. Survey set/sheets shall include a cover sheet with location sketch, survey certifications, related title and project number, survey notes, legend and abbreviations and plan view sheets.
  - d. Work Product and digital versions are to be prepared and submitted so that the **COUNTY** or other consultants can readily use it for the design and analysis of the area, as defined. It shall contain all information necessary for third-party surveyor to independently recreate and/or utilize the survey work. It is acknowledged all final products become property of Indian River **COUNTY** and will be available for use by the public at large.
  - e. The **SURVEYOR’S** work product shall meet or exceed the minimum standards as defined by Sections II, III and IV or the **COUNTY** will not approve the **SURVEYOR’S** request for payment.

#### **SECTION IV – COMPENSATION**

The **COUNTY** agrees to pay, and the **SURVEYOR** agrees to accept, for the above described services rendered as identified in Sections I, II, III and IV of this Work Order No. 3, for a total lump sum fee of \$74,400.50.

All and/or any additional services not described hereon shall be pre-approved by the **COUNTY**. Approved additional services shall be invoiced at the rates disclosed in the approved fee schedule with the **SURVEYOR** for the contract year(s) of October 4, 2022 through October 3, 2024.

All invoicing shall include Work Order No. 3 (WO 3), Contract Number (2209). Payments shall be in accordance with the original Professional Surveying and Mapping Services Agreement, Contract No: 2209 with the **COUNTY** and as stated in Section II, III and IV hereon.

The AGREEMENT is hereby amended as specifically set forth herein. All remaining sections of the AGREEMENT shall remain in full force and effect, and are incorporated herein.

IN WITNESS WHEREOF the parties hereto have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**OWNER  
BOARD OF COUNTY COMMISSIONERS  
INDIAN RIVER COUNTY, FLORIDA**

**Morgan and Eklund, Inc.**

\_\_\_\_\_  
*(Signature)*  
**Joe Earman, Chairman**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

Approved by BCC \_\_\_\_\_

**ATTEST:  
Jeffrey R. Smith, Clerk of Court and  
Comptroller**

**Witnessed by:**

\_\_\_\_\_  
*(Seal) Deputy Clerk*

\_\_\_\_\_  
*(Signature)*

Approved:

\_\_\_\_\_  
**Michael Zito, Interim County Administrator**

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
**William K. DeBaal, Deputy County Attorney**