

WORK ORDER NUMBER

#5

**Indian River County Conservation / Public Access for
Hallstrom House - Vero Beach, FL (FTC No.: 01-055-FF1)
Kroegel Homestead - Sebastian, FL (FTC No.: 02-58-FF2)
Jones Pier - Sebastian, FL (FTC No.: 05-039-FF)**

This Work Order Number 5 is entered into as of this ___ day of _____, 2017, pursuant to that certain Continuing Contract Agreement for Professional Services, dated November 15, 2011, and that certain Extension and Amendment of Continuing Contract Agreement for Professional Services entered into as of the 4th day of November, 2014 (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").

SCOPE OF WORK

It is our understanding that the COUNTY intends to improve the following three (3) existing parks pursuant to their respective park management plans as provided to the Consultant.

- Halstrom House – 1723 Old Dixie Highway SW, Vero Beach, FL
- Kroegel Homestead – 11296 Indian river Drive, Sebastian, FL
- Jones Pier – 7770 Jungle Trail, Vero Beach, FL

The proposed design improvements will consist of bathroom building layout, parking layout, water and sewer utilities, existing driveway modifications, minor drainage with swales and culverts (where applicable), sidewalks and pedestrian paths and ADA access to bathroom facilities where applicable. Each park improvement plan will require survey, design and permitting services for their respective improvements plan. As such, MBV Engineering, Inc. will provide the existing survey (provided to MBV by others), design, permitting and bidding services as related to the above activities. A description for each park's services has been provided in further detail on the attached pages.

Hallstrom House (FTC No.: 01-055-FF1)

1. Survey (Existing Conditions)

The Consultant will utilize the existing boundary, tree and topographic survey 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. Should said existing conditions survey not contain all the required existing information to support the design for the proposed improvements, Consultant will coordinate with County so that County may provide the additional survey necessary to complete the design and permitting phase.

2. Design Services

a. **Construction Plans**

The Consultant will prepare 24" x 36" design drawings signed & sealed, for the above described improvements. The design drawings for the Hallstrom House will include existing conditions plan, site plan, paving, grading and drainage plan, utility plan, lift station plan, erosion control plan, and applicable details plans. The plans package will also include the necessary design calculations and reports for the lift station and minor drainage as applicable.

b. **Construction Cost Estimate**

The Consultant will prepare estimates of probable construction costs (based upon FDOT Basis of Estimates) at approximately 60, 90 and 100 percent levels of design completion.

c. **County Reviews**

The Consultant will attend three (3) progress review meetings with the COUNTY Parks Division staff at approximately 60, 90 and 100 percent levels of design completion. A single set of review comments shall be provided to Consultant from COUNTY Parks Division staff prior to each review meeting.

3. Permitting Services

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

- Indian River County Site Plan
- Indian River County ROW
- Indian River County Stormwater
- Indian River County Utilities
- Indian River County Fire Department
- FDEP Domestic Wastewater
- St. Johns River Water Management District 10-2 Self Certification

No wetlands or other ecological permitting is anticipated or included herein. It should be noted that the site has existing gopher tortoises and that all coordination and permitting associated with the relocation of the tortoises will be provided by the COUNTY.

The Consultant shall respond to up to one (1) request for additional information by the permitting agency.

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.

Bidding Services

The COUNTY shall be responsible for setting the bid opening date, advertisement of the bid, scheduling the pre-bid meeting, and scheduling the bid opening. The Consultant will prepare a .pdf of the bid plan documents for the COUNTY's use in distributing the bid documents to prospective bidders via Demandstar. All other bid documents to be provided by COUNTY.

DELIVERABLES

The Consultant shall provide the COUNTY with the following:

- Two (2) hard copies 11" x 17" of the bid documents Final Drawings, signed & sealed
- One (1) signed & sealed .pdf and .dwg copy of the drawings and bid documents

SCHEDULE

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

- Survey and Design Services 60 days from the date of authorization (NTP)
- Permitting within 30 days from completion of final design
- Bidding Services within 30 days from completion of permitting

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
Design Services	\$ 7,500
Permitting Services	\$ 6,500
Bidding Services	\$ 800
Work Authorization Total	\$14,800

Kroegel Homestead – Sebastian, FL (FTC No.: 02-58-FF2)

1. Survey (Existing Conditions)

The Consultant will utilize the existing boundary, tree and topographic survey by Kimley-Horn and Associate (KHA) as the base for the existing conditions for the area to receive the improvements. It is understood that KHA has previously developed a boundary survey for this location but additional topographic and tree survey information will be required for design. Upon completion of the additional survey date, the survey will be provided to Consultant in AutoCAD format to be utilized and relied upon for design.

2. Design Services

a. Construction Plans

The Consultant will prepare 24" x 36" design drawings signed & sealed, for the above described improvements. The design drawings for the Kroegel Homestead will include existing conditions plan, site plan, paving, grading and drainage plan, utility plan, lift station plan, erosion control plan, and applicable details plans. The plans package will also include the necessary design calculations and reports for the lift station and minor drainage as applicable.

b. Construction Cost Estimate

The Consultant will prepare estimates of probable construction costs (based upon FDOT Basis of Estimates) at approximately 60, 90 and 100 percent levels of design completion.

c. County Reviews

The Consultant will attend three (3) progress review meetings with the COUNTY Parks Division staff at approximately 60, 90 and 100 percent levels of design completion. A single set of review comments shall be provided to Consultant from COUNTY Parks Division staff prior to each review meeting.

3. Permitting Services

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

- Indian River County Site Plan
- Indian River County ROW
- Indian River County Stormwater
- Indian River County Utilities
- Indian River County Fire Department
- FDEP Domestic Wastewater
- St. Johns River Water Management 10-2 Self Certification

No wetlands, endangered species or other ecological permitting is anticipated or included herein.

The Consultant shall respond to up to one (1) request for additional information by the permitting agency.

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.

Bidding Services

The COUNTY shall be responsible for setting the bid opening date, advertisement of the bid, scheduling the pre-bid meeting, and scheduling the bid opening. The Consultant will prepare a .pdf of the bid plan documents for the COUNTY’s use in distributing the bid documents to prospective bidders via Demandstar. All other bid documents to be provided by COUNTY.

DELIVERABLES

The Consultant shall provide the COUNTY with the following:

- Two (2) hard copies 11” x 17” of the bid documents Final Drawings, signed & sealed
- One (1) signed & sealed .pdf and .dwg copy of the drawings and bid documents

SCHEDULE

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

- Survey and Design Services 60 days from the date of authorization (NTP)
- Permitting within 30 days from completion of final design
- Bidding Services within 30 days from completion of permitting

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
Survey Services	\$ 6,500
Design Services	\$ 8,000
Permitting Services	\$ 7,500
Bidding Services	\$ 800
Work Authorization Total	\$22,800

Jones Pier – Sebastian, FL (FTC No.: 05-039-FF)

1. Survey (Existing Conditions)

The Consultant will utilize the existing boundary, tree and topographic survey by Carter Associates, Inc. (CAI) as the base for the existing conditions for the area to receive the improvements. It is understood that CAI has previously developed a boundary survey for this location but additional topographic and tree survey information will be required for design. Upon completion of the additional survey date, the survey will be provided to Consultant in AutoCAD format to be utilized and relied upon for design.

2. Design Services

a. **Construction Plans**

The Consultant will prepare 24" x 36" design drawings signed & sealed, for the above described improvements. The design drawings for the Jones Pier will include existing conditions plan, site plan, paving, grading and drainage plan, utility plan, lift station plan, erosion control plan, and applicable details plans. The plans package will also include the necessary design calculations and reports for the lift station and minor drainage as applicable.

b. **Construction Cost Estimate**

The Consultant will prepare estimates of probable construction costs (based upon FDOT Basis of Estimates) at approximately 60, 90 and 100 percent levels of design completion.

c. **County Reviews**

The Consultant will attend three (3) progress review meetings with the COUNTY Parks Division staff at approximately 60, 90 and 100 percent levels of design completion. A single set of review comments shall be provided to Consultant from COUNTY Parks Division staff prior to each review meeting.

3. Permitting Services

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

- Indian River County Site Plan
- Indian River County ROW
- Indian River County Stormwater
- Indian River County Utilities
- Indian River County Fire Department
- FDEP Domestic Wastewater
- St. Johns River Water Management District ERP

It is understood that there is an existing wetlands area located in the middle of the parcel. Pursuant to meetings and coordination with IRC Parks Division staff, it is understood that all wetland design, permitting and coordination with applicable agencies will be provided by COUNTY. The Consultant

shall coordinate with COUNTY for incorporation of the necessary wetlands plans, details and reports into the project plans and permit applications as required by the applicable jurisdictional agencies. It is also understood that any surveying services required as part of the wetland permitting and design(s) shall be coordinated with the surveyor separately by the COUNTY and those fees applicable with these services are not part of this contract.

No endangered species or other ecological permitting is anticipated or included herein.

The Consultant shall respond to up to one (1) request for additional information by the permitting agency.

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.

Bidding Services

The COUNTY shall be responsible for setting the bid opening date, advertisement of the bid, scheduling the pre-bid meeting, and scheduling the bid opening. The Consultant will prepare a .pdf of the bid plan documents for the COUNTY's use in distributing the bid documents to prospective bidders via Demandstar. All other bid documents to be provided by COUNTY.

DELIVERABLES

The Consultant shall provide the COUNTY with the following:

- Two (2) hard copies 11" x 17" of the bid documents Final Drawings, signed & sealed
- One (1) signed & sealed .pdf and .dwg copy of the drawings and bid documents

SCHEDULE

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

- | | |
|------------------------------|--|
| • Survey and Design Services | 60 days from the date of authorization (NTP) |
| • Permitting | within 30 days from completion of final design |
| • Bidding Services | within 30 days from completion of permitting |

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
Survey Services	\$ 9,750
Design Services	\$ 9,000
Permitting Services	\$ 8,500
Bidding Services	\$ 1,000
Work Authorization Total	\$ 28,250

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.

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: _____
Aaron Bowles, P.E.

By: _____
Joseph E. Flescher , 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