

**WORK ORDER NUMBER #10**  
**Jones Pier Phase 1 Wetland Restoration Design**

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This Work Order Number 10 is entered into as of this \_\_\_ day of \_\_\_\_\_, 2018, 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 4<sup>th</sup> 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 do a wetland restoration design at the existing Jones Pier site located at 7770 Jungle Trail, Vero Beach, FL 32963.

The proposed design improvements will consist of wetland restoration design plans that will incorporate a master wetland/wet pond system for the parcel. This improvement will require design services and coordination with the IRC Parks Division staff. It is understood and assumed that the existing conditions survey will be adequate for use in the plans development for this project. As such, MBV Engineering, Inc. will provide the design, exhibit plans, plan details, cost estimates and fill analysis as related to this Phase of the project. A description for each service is provided in below in further detail.

**Design Services**

a. **Construction Plans**

The Consultant will prepare 24" x 36" design drawings for the above described improvements in accordance with directions from the Parks Division staff. The design drawings for the Jones Pier Phase 1 Wetland Restoration improvements will include existing conditions plan, Wetland Restoration plan(s), Conceptual Wet Pond design plan, Wetland and plantings Details as provided to Consultant by Parks Division staff, erosion control plan and applicable details plans. Consultant will also provide cut / fill analysis associated with the wet pond and provide assumptions on estimated fill volumes for portions of the overall parcel to be utilized pursuant to COUNTY Parks Division expectations.

b. **County Reviews**

The Consultant will coordinate with the COUNTY Parks Division staff during design development for this Phase. COUNTY Parks Division staff shall provide review comments to Consultant and their respective wetland and planting details information in order for Consultant to be able to incorporate into the design plans package.

c. **Construction Cost Estimate**

The Consultant will prepare a Conceptual Cost Estimate to assist COUNTY with preliminary budget assistance. Consultant will also provide an additional Cost Estimates at the 60 and 90 percent levels of the project.

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

This Work Order does not include stormwater modeling or Wetland Permitting with jurisdictional agencies. Should the Phase 1 Wetland Restoration Design plans obtain approval to proceed forward, or should COUNTY Parks Division staff authorize proceeding forward, an addendum to this Work Order will be provided for the permitting services and bidding services.

**DELIVERABLES**

The Consultant shall provide the COUNTY with the following:

- Two (2) hard copies 11" x 17" of the Phase I plans
- One (1) electronic version of the Phase I plans in pdf format

**SCHEDULE**

Consultant shall provide Phase 1 Wetland Restoration Design plans to COUNTY Parks Division staff by February 7, 2018.

**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:

<b>Task</b>	<b>Fee</b>
Design Services (a - c)	\$ 6,500
<b>Work Authorization Total</b>	<b>\$ 6,500</b>

**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:** \_\_\_\_\_  
**Peter D. O'Bryan, 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**