

ENGINEERING SERVICES WORK ORDER 4

This Work Order Number 4 is entered into as of this ____ day of _____, 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:

MBV Engineering, Inc.

By: _____

Print Name: Todd Howder
Title: Vice President

BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY

By: _____

John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency:

APPROVED

By William K. DeBaal at 2:40 pm, 6/10/24

William K. DeBaal, County Attorney

Purchasing Approval:

Jennifer Hyde
Digitally signed by Jennifer Hyde
DN: cn = Jennifer Hyde email =
hydej@indriariver.gov, c = US, o = Indian
River County DU = Purchasing Manager
Date: 2024.06.10 10:08 AM -0400

Department Head Approval:

David Johnson

Digitally signed by David Johnson
DN: cn = David Johnson email = djohnson@indriariver.com, c = US, o = Indian
River County Emergency Services DU = Indian River County Fire Rescue
Date: 2024.06.24 10:41 AM -0400

For work under \$35,000 only

GL# 10322019-066510-20037

EXHIBIT A - SCOPE OF WORK

It is understood the COUNTY Emergency Services Department desires to construct an approximate 7,400 SF warehouse on the existing Emergency Operations Center (EOC) parcel located at 4225 43rd Avenue. The addition will require water and sewer services as well as providing additional parking to be located on the south side of the proposed Warehouse. In addition, we understand a concrete driveway from the south parking area to the north parking area, and following the perimeter of the edge of the existing wet pond will be installed to support the testing operations of the IRCFD's pumper trucks. The proposed development will require various site improvements such as paving, grading, stormwater and utilities. Should any Landscape design/permitting be required, that service shall be provided by others and is not included in this Work Order. All Building/Elevations drawings to be provided by project architect to CONSULTANT. The CONSULTANT proposes to provide the COUNTY the below scope of work associated with the Warehouse Addition and site improvements and as further described below.

Task 1 – Preliminary Plans & Pre-Application Meeting

The CONSULTANT will provide the following Task 1 services:

A. Preliminary Plans

The CONSULTANT will prepare preliminary design drawings for the proposed improvements to include the following: Existing Conditions Plan, Demolition Plan, Site Plan, Grading Plan, and Utility Plan.

B. Pre-Application Meeting

The CONSULTANT will prepare preliminary the IRC Pre-Application Plan and meeting application and submit to IRC. CONSULTANT will attend the IRC Pre-Application meeting and conduct post-meeting coordination with EOC staff.

C. Post-Meeting Coordination with EOC Staff

The CONSULTANT will attend a post pre-application meeting with EOC staff to discuss COUNTY comments and obtain any EOC review comments in preparation for construction plans development under Task 2.

NOTE: CONSULTANT will utilize the previously obtained Existing Conditions Survey from Masteller, Moler & Taylor, Inc. (MM&T) for the proposed design improvements. Should additional survey be required, COUNTY will contract directly with MM&T for that scope.

Task 2: Civil Design & Permitting

The CONSULTANT will provide the following Task 2 services:

A. Construction Plans

The CONSULTANT will prepare construction design drawings for the proposed improvements to include the following: Cover Sheet, Existing Conditions Plan, General Notes and Specifications Plan, Erosion Control Plan, Demolition Plan, Site Plan, Grading Plan, Utility Plan, and applicable details sheets.

B. County Reviews

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

C. Permitting

The Consultant will prepare the following permit applications and associated submittals for the following agencies. CONSULTANT will provide revised plans and respond to agency permit comments as applicable. Note: Permit Application packages to the agencies will be submitted after addressing the COUNTY's 50 percent review comments.

- IRC Major Site Plan
- IRC Land Clearing
- IRC Tree Removal
- IRC Concurrency (Conditional and Final)
- IRC Stormwater
- IRC Utilities
- IRC Fire Review
- SJRWMD ERP Permit Modification
- IRFWCD Permit Modification
- FDEP Water Exemption
- FDEP Sewer Exemption

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 3: Cost Estimate

The CONSULTANT will prepare an Engineer's Opinion of Probable Costs at 100 percent level of design completion.

Task 4 – Reimbursable

This task includes costs and expenses 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.

SCHEDULE

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

- | | |
|----------------------------------|--|
| • Preliminary Plans and Meetings | 45 days from Notice to Proceed |
| • 50% Construction Plans | 45 days from receipt of IRC Pre-Application Comments |
| • 100% Construction Documents | 120 days from the Permit Applications Submission |

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: Preliminary Plans and Meeting	\$ 5,835
Task 2: Civil Design & Permitting	
A. Construction Plans	\$ 16,110
B. County Reviews	\$ 840
C. Permitting	\$ 6,740
Task 3: Cost Estimate	\$ 955
Task 4: Reimbursables	\$ 1,000
TOTAL	\$ 31,480

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.