AMENDMENT NUMBER 1 TO WORK ORDER NUMBER 12 Roseland Community Center - Repair Project (IRC 1855)

This Amendment <u>1</u> to Work Order Number <u>12</u> is entered into as of this _____ day of ______, 202_, 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:		BOARD OF COUNTY COMMISSIONERS
MBV	Engineering, Inc.	OF INDIAN RIVER COUNTY
By: Title:	Vice President By:	Joseph E. Flescher, Chairman
	BCC Appro	ved Date:
	Attest: Jeff By:	rey R. Smith, Clerk of Court and Comptroller
		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 is in the process of completing repairs at the Roseland Community Center located at 12925 83rd Avenue in Sebastian.

Due to unintended site conditions discovered during the initial phase of the construction, additional improvements to the existing structure are required. These improvements will require the modification of items related to the foundation elements of the building as requested by the Project Manager. As such, MBV Engineering, Inc. will provide the design and permitting services for this project and as below in further detail.

Design Services

a. Construction Plans

The Consultant will prepare 24" x 36" design drawings for the above described improvements and will include the following: new details for the additional elements required, modification to details as needed for the site conditions and discussed on the site meeting and as directed.

b. County Reviews

The Consultant will coordinate with the COUNTY staff during design development for this Phase. COUNTY staff shall provide review comments to Consultant in order for Consultant to be able to incorporate into the design plans package.

DELIVERABLES

The Consultant shall provide the COUNTY with the following:

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

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
Design Services (a - b)	\$ 2,400
Work Authorization Total	\$ 2,400

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 Consultant shall work with County staff to provide the above described services at the earlies opportunity.