

AMENDMENT NUMBER 1 TO WORK ORDER NUMBER 2

**43rd Avenue Sidewalk Improvements from Airport West Drive to 41st Street
IRC Project No. 1503**

This Amendment 1 to Work Order Number 2 is entered into as of this ____ day of _____, 2019, 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:
MBV Engineering, Inc.

**BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY**

By: 

By: _____
Bob Solari, 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

EXHIBIT A - SCOPE OF WORK

The COUNTY has requested MBV Engineering's additional assistance for the 43rd Avenue sidewalk project. Based on a review of the project design and existing field conditions, it was determined that additional drainage required replacement, which was outside of the original scope of the design contract. MBV will also address FDOT Local Agency Program review comments with this scope of work.

MBV Engineering, Inc. then proposes to provide written responses and required plan revisions necessary to complete the revisions associated with these improvements and required by FDOT for their grant review.

DELIVERABLES

The Consultant shall provide the COUNTY with the following:

- Two (2) hard copies 11" x 17" of the Phase I plans
- Electric response to FDOT ERC
- One (1) electronic version of the Phase I 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	\$ 3,000
Work Authorization Total	\$ 3,000

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 above described services will be provided based on the following schedule:

- Design Services 30 days from the date of authorization