

AMENDMENT 1 TO WORK ORDER 21

IRC-2115

INDIAN RIVER COUNTY GO-LINE BUS STOP SHELTERS

This Amendment 1 to Work Order Number 21 is entered into as of this _____ day of _____, 2024, pursuant to that certain Continuing Contract Agreement, dated April 17, 2018, renewed and amended as of May 18, 2021 (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").

1. The COUNTY has selected the Consultant to perform the professional services set forth in existing Work Order Number 21, Effective Date **July 6, 2021**.
2. The COUNTY and the Consultant desire to amend this Work Order as set forth on Exhibit A (Scope of Work) attached to this Amendment 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), and within the timeframe more particularly set forth in Exhibit C (Time Schedule), all in accordance with the terms and provisions set forth in the Agreement.
3. From and after the Effective Date of this Amendment, the above-referenced Work Order is amended as set forth in this Amendment. 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 Amendment 1 to Work Order 21 as of the date first written above.

CONSULTANT: MBV ENGINEERING, INC.

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

By: _____

By: _____
Susan Adams, Chairman

Print Name: _____

Title: _____

BCC Approved Date: _____

Attest: **Ryan L. Butler, Clerk of Court and Comptroller**

By: _____
Deputy Clerk

Approved: _____
John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency: _____
William K. DeBaal, County Attorney

EXHIBIT A – SCOPE OF WORK

Due to the original contractor resigning from the project, SRA was forced to start the General Contractor (GC) selection process over again to select a new GC. Therefore, previous Construction Phase efforts expended by Consultant must be reinitiated to provide the necessary assistance to the new GC selected for the project. In addition, it was stated by Senior Resource Association (SRA) staff that the previous number of LNI Bus Shelters reflected in the original permit plans are no longer available due to parts being removed from these units to repair existing shelters. As such, plans sets for three (3) shelter locations originally designed for the LNI system must be revised to reflect the BRASCO shelter and pad system. As such, additional design and construction efforts are required for the above referenced services and as described below.

Task 1: Civil Design Plans & Permitting

A. Construction Plans

The Consultant will prepare updated 24" x 36" design drawings for each of the revised bus stop locations which will include the following: Site Plan, Grading and Drainage Plan and Details Plan. It is understood no utility improvements, design or permitting will be required with this Addendum and is therefore excluded from this Work Order.

B. Permitting

The Consultant will provide the following scope associated with this Amendment:

- Coordinate with IRC and the new General Contractor for information needed to update the originally approved applications
- Preparation of new ROW applications for all shelter locations (Indian River County (IRC), City of Vero Beach (COVB) and City of Sebastian (COS) reflecting the new General Contractor information
- Submittal of Applications to IRC, COVB and COS with applicable revised construction plans for re-approvals.

The Consultant will prepare all necessary applications and provide to COUNTY for signature. Permit Application Fees will be paid for by Consultant and included in this Work Order as a reimbursement to Consultant by COUNTY.

Task 2: Construction Services

A. Civil Construction Services

- Attendance to meeting with IRC and SRA staff to determine next steps due to original contractor resigning from project
- Provide assistance to SRA for re-bidding of project
- Coordination with Surveyor to obtain construction and stake-out survey proposal for SRA
- Coordination with new General Contractor in preparation for Pre-Construction meeting
- Attendance to Pre-Construction meeting with IRC, SRA and new General Contractor

EXHIBIT B – SCHEDULE

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

- Revised Construction Plans 7 working days from the issuance of Notice to Proceed
- ROW Applications 2 working days from the issuance of Notice to Proceed
- Construction Services Immediately upon issuance of Notice to Proceed

EXHIBIT C – DELIVERABLES

The CONSULTANT shall provide the COUNTY with the following at the designated milestones:

- Revised construction drawings - one (1) set in 24" x 36" format and one (1) set in pdf format.
- Copies of revised ROW permit approvals upon receipt for agencies

EXHIBIT D – FEE SCHEDULE

The COUNTY agrees to pay, and the CONSULTANT agrees to accept for services rendered, pursuant to this Agreement, the fee of **\$7,300.00**, inclusive of expenses.

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.