

**AMENDMENT NUMBER   2   TO WORK ORDER NUMBER   5**

**Indian River County Conservation / Public Access for Jones Pier – (FTC No.: 05-039-FF)  
Jones’ Pierce Phase 1 Construction Oversight and Certification Services**

This Amendment 2 to Work Order Number   5   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 17<sup>th</sup> 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. 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: \_\_\_\_\_  
**Susan Adams, 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**

It is our understanding that the COUNTY intends to construct an approximately 1,040 SF open pavilion with bathrooms and associated parking at the Jones Pier Historic parcel located at 7770 Jungle Trail, Vero Beach, FL.

The proposed improvements will require construction inspection and certification services during and through final completion of the work. MBV Engineering, Inc. and Donadio & Associates. will provide the necessary project oversight and certifications necessary, as outlined below in detail.

### **CONSTRUCTION PHASE**

The Consultant will provide the following scope of services during the construction phase:

#### **Civil**

- Attendance to two (2) pre-construction meetings, as requested
- Shop Drawing review of Civil site components
- One (1) inspection during subbase construction
- One (1) inspection for sidewalk formboards
- One (1) inspection for asphalt milling construction
- One (1) inspection for water line testing
- Up to three (3) site visits during on-site sewer pipe and STEP system construction and testing
- One (1) inspection during drainage pipes and structure construction
- One (1) final inspection of civil site components in Phase 1
- Review of testing reports and asbuilts provided by others
- Coordination with Site Contractor during construction
- Certification by EOR to County, SJRWMD and FDEP

**NOTE:** Above inspections are based on a duration of 2.5 hours each.

#### **Architectural**

- Six (6) additional site visits during the 3-month construction period for observations, meetings and pay draw reviews

### **DELIVERABLES**

The Consultant shall provide the COUNTY with the following:

- Punchlist of deficient items upon final inspection
- Original letter of certification by Engineer of Record for Phase 1.
- Certifications forms for SJRWMD
- Certification forms for FDEP

### 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:

<b>Task</b>	<b>Fee</b>
Construction Phase	
Civil Construction Services	\$ 6,550
Architectural Construction Services	\$ 1,650
<b>Amendment 2 Total</b>	<b>\$ 8,200</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.