

**AMENDMENT NUMBER 1 TO WORK ORDER NUMBER 18**

**Hallstrom House (FTC No.: 01-055-FF1)**

This Amendment 1 to Work Order Number 18 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: \_\_\_\_\_  
Peter D. O'Bryan, 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 have the consultant handle project management responsibilities for the COUNTY during construction of the project. A description of these services is provided in further detail, below.

### **TASK 1: PROJECT MANAGEMENT**

1. Have the project manager and/or project inspector attend weekly progress meetings for the first three months of construction, followed by bi-weekly progress meetings for the remaining duration of construction to substantial completion (Construction duration is estimated at 6 months from Notice to Proceed issued to contractor, therefore, 20 progress meetings + 3 additional are assumed for a total of 23 progress meetings).
2. Review contractor's preliminary schedule at first weekly meeting. Monitor construction progress and coordinate with contractor to provide schedule updates for the duration of construction. Provide schedule updates to the COUNTY, once a month.
3. Coordinate with the architect for required inspections or plan clarifications.
4. Coordinate with the Indian River County Parks Division on environmental inspections or monitoring.
5. Respond to contractor Requests for Information (RFIs) and provide construction clarifications as needed.
6. Coordinate shop drawing review with proper entity for any other shop drawings besides, potable water, sanitary sewer or storm drainage.
7. Review Pay Requests from the contractor and submit to Indian River County Parks Division following approval.
8. Provide all necessary assistance with change order requests and provide recommendations, as needed.
9. Based on the construction schedule of the contractor, if additional progress meetings are required than they will be billed on an hourly rate basis.

### **TASK 2: CONSTRUCTION OVERSIGHT**

1. Inspect silt fence and erosion control devices and coordination with NPDES inspector.
2. Review and inspection of MOT plan, to be provided by Contractor, until completion of the off-site construction.
3. Conduct regular weekly periodic construction observations/inspections during construction (average 2 site visits per week for an estimated 6 months). This will assist in verifying construction is in accordance with the plans and specifications.
4. Coordinate necessary testing (i.e., soil, water, compaction), as needed.

### **TASK 3: PROJECT CERTIFICATION**

1. Coordinate with Contractor and the County Parks Division to provide all documentation necessary for closeout with permitting agencies (i.e. signatures, as-builts, release of liens, etc.). Submittal of certification documentation to permitting agencies.

## 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>
Task 1: Project Management	\$ 21,500
Task 2: Construction Oversight	\$ 17,800
Task 3: Project Certification	\$ 3,000
<b>Work Authorization Total</b>	<b>\$ 42,300</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.