Attachment A - Amendment Number 4 to MBV Work Order #5 for Jones' Pier Conservation Area (FTC No.: 05-039-FF) – Additional Water Line Inspections

## **AMENDMENT NUMBER 4 TO WORK ORDER NUMBER 5**

# Indian River County Conservation / Public Access for Jones Pier - (PTC No.: 05-039-FF) New Pavilion and Restroom Building Architectural Services

This Amendment  $\underline{4}$  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  $17^{th}$  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:	Wice President By:	Susan Adams, Chairman
	BCC Appro	ved Date:
	Attest: Jeffi By:	rey 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 has entered into an inspection contract with Carter Associates, Inc. Additional inspections and coordination with this inspection representative was necessary to inspect and ultimately pass the water main pressure test.

#### **DELIVERABLES**

Not applicable.

#### **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
Civil Construction Services	\$ 1,150
Work Authorization Total	<b>\$ 1,150</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.

### **EXHIBIT C - SCHEDULE**

Not applicable.