

AMENDMENT NUMBER 5 TO WORK ORDER NUMBER 5

**Indian River County Conservation / Public Access for Kroegel Homestead, Sebastian -
(PTC No.: 02-58-FF2)**

This Amendment 5 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 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: _____

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 add services to its original scope for the Kroegel Homestead project located in Sebastian, Florida, for the inclusion of construction inspections and certifications.

Construction Services

Construction inspection and project certification services shall include:

1. Attendance of a pre-construction meeting for EOR and inspector
2. Shop drawing review of civil site components
3. One (1) inspection during subbase construction
4. One (1) inspection for pavilion pad formboards
5. One (1) inspection for sidewalk formboards
6. Two (2) site visits for water service inspection and testing
7. Two (2) site visits for sewer service inspection and testing
8. Two (2) site visits for drainage infrastructure inspections
9. One (1) site visit for punch-list for County certification
10. One (1) site visit for final County inspection walkthrough
11. Two (2) additional site visits as required – will not be billed if not used
12. Review of test reports and as-builts provided by others
13. Coordination as necessary with County, County representative and Site Contractor during construction
14. Certification by EOR to County and Florida Dept. of Environmental Protection

NOTE: Above inspections or site visits are based on a 2.5-hour time period.

Site Plan Modification

We understand the County wishes to modify the approved site plan to phase the project for construction of the bathroom building in a Phase 2. These services shall include:

1. Preparation of a phased site plan.
2. Preparation and submittal of the Indian River County Administrative Approval application.
3. Address and submit one (1) round of comments regarding the AA submittal.

DELIVERABLES

The Consultant shall provide the COUNTY with the following:

- One (1) hard set and one (1) pdf copy of approved civil construction plans, signed and sealed, for bidding purposes
- Two (2) hard copies of plans for pre-construction meeting, signed and sealed

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
Construction Services	HNTE \$ 10,000
Site Plan Modification	\$ 1,800
Work Authorization Total	\$ 11,800

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.