

AMENDMENT 1 TO WORK ORDER 22

IRC-2115

RAILS TO TRAILS 1.4 MILE EXTENSION OF THE HISTORIC TRANS-FLORIDA RAIL TRAIL

This Amendment 1 to Work Order Number 22 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 22, Effective Date August 17, 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 22 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

County staff has requested revisions be made to approved plans based on field conditions that were not evident from the design information provided to the consultant. These include areas of muck that required back fill and sections of the trail that were sloped in the opposite direction to provide better drainage. In addition, it is our understanding that the COUNTY intends to extend the portion of the trail approximately 20 feet west, to tie in with the end of another section of trail being designed for the City of Fellsmere under another consultant. It is also understood that this extension is within the limits of the project as detailed on the FDOT LAP grant and shall require no further permitting with any other than coordination with the County, FDOT, SJRWMD and the City of Fellsmere.

Therefore, MBV proposes to revise the construction plans to provide for these revisions and provide both one (1) hard and pdf sets to the COUNTY for distribution.

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 10 working days from the issuance of Notice to Proceed or receipt of additional survey

EXHIBIT C – DELIVERABLES

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

- Initial set of construction plans for review with County.
- Final construction drawings - one (1) set in 24"x36" format and one (1) set in pdf format.

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 \$5,500, 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.