

ADDITIONAL WORK ORDER
MONTGOMERY COUNTY
AGREEMENT

THIS ADDITIONAL WORK ORDER (“Work Order”) is made as of the 11th day of June 2021, by and between LiRo Engineers, Inc., (the “CONSULTANT”), a New York professional corporation with offices at 690 Delaware Avenue, Buffalo, New York 14209 and Montgomery County, (the “CLIENT”), with offices at 20 park Street, Fonda, New York 12068. Each of CONSULTANT and CLIENT may hereinafter be referred to individually as a “Party” and collectively as the “Parties” as the context so requires.

WHEREAS, the Parties entered into an Agreement, dated the 18th day of July, 2018 (the “Original Agreement”) to engage in the services of CONSULTANT for the purpose of providing Environmental and Engineering Consulting Services at The Former Beech-nut Plant Demolition and Rehabilitation Project (the “Project”); and

WHEREAS, the Parties desire to add a Work Order to the Original Agreement as set forth in this Work Order.

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions herein contained, the Parties agree as follows:

1. Unless otherwise defined herein, all capitalized terms used in this Work Order shall have the meanings ascribed to them in the Original Agreement.
2. The CONSULTANT has incurred additional administrative fees related to implementation of modifications to the final design for the West Side Demolition, extensive post-bid interviews with bidders, and collection of numerous Empire State Development required forms from Contractors. The final design required several revisions to the project phasing plans and cost estimates in order to meet the remaining project funding. The Consultant also attended additional meetings with the low bid contractor and developed options to start work under the available funding. In addition, the consultant provided information to the new site developer regarding the project demolition requirements and environmental conditions. The additional services would not have been required if the available funding was sufficient to perform the design & bidding of the project as initially intended.
3. The CONSULTANT will invoice CLIENT, utilizing a format acceptable to CONSULTANT, at a rate of \$51.00 hourly for a total of 54 hours of administrative staff supporting the additional services resulting in a contract increase total of \$2,754.00 bringing our contract cost ceiling to \$726,566.00.

4. Except as set forth in this Work Order, all other terms and conditions of the Original Agreement shall remain in full force and effect and are hereby ratified and confirmed by the Parties.

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IN WITNESS WHEREOF, the Parties have executed and acknowledged this Work Order as of the date written above.

CONSULTANT
LiRo ENGINEERS, INC.

CLIENT
Montgomery County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____