

AMENDMENT NUMBER 3 TO AGREEMENT FOR PROFESSIONAL SERVICES

45th STREET ROADWAY IMPROVEMENTS – IRC-1722

This Amendment No. 3 to Agreement for Professional Services is entered into as of this ____ day of _____, 20____, pursuant to that certain Agreement for Professional Services, dated March 13th, 2018 ("Agreement"), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and Masteller & Moler, Inc. ("Consultant").

1. The COUNTY has selected the Consultant to perform the professional services set forth in existing Agreement, Effective Date March 13, 2018.

2. The COUNTY and the Consultant desire to amend this Agreement as set forth on Exhibit A attached to this Amendment and made part hereof by this reference, 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 Agreement is amended as set forth in this Amendment. Pursuant to the Agreement, nothing contained in any amendments to the Agreement shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each Amendment as if fully set forth herein.


TERMINATION IN REGARDS TO F.S. 287.135: CONSULTANT certifies that it and those related entities of CONSULTANT as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONSULTANT certifies that it and those related entities of CONSULTANT as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONSULTANT is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if CONSULTANT, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 as of the date first written above.

CONSULTANT:
MASTELLER & MOLER, INC

By: 
Title: Stephen E. Moler, PE
Vice President

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

By: _____
Joseph E. Flescher

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

It is understood Indian River County desires the design of the 45th Street Roadway Improvements project to be modified to reduce the size of the stormwater conveyance piping to replace the existing Indian River Farms Water Control District's A-7-E Sub-lateral from a 58" x 91" (72" Equivalent) to a 48" x 76" (60" Equivalent). In conjunction with the change to the culvert size, the County desires that the roadway cross-section be designed to be crowned rather than the culvert designed sloped section from south to north. In order to confirm these decisions will result in a reduction of requirements for purchase of right-of-way, we shall perform the following scope of services:

Task N – Conceptual Design Evaluation: In order to assist the County with regard to adopting the above-described conceptual design change, we shall develop a comparative analysis to determine if the resulting design will significantly reduce the County's requirement for purchase of right-of-way along the north side of 45th Street. As stated above, the conceptual design modifications to be considered are:

1. The use of a 48" x 76" (60" equivalent) culvert system rather than a 58" x 91" (72" equivalent) culvert system; and
2. The use of a crowned roadway section rather than south to north cross-section.

In order to determine the net effect of the above-described conceptual design changes to reduce the right-of-way purchase, we shall prepare a conceptual design that will include the following Steps:

- A. Depiction of a 48" x 76" culvert system with a minimum slope of 0.025% following the alignment depicted on the current design.
- B. Preparation of a Typical Crowned Cross-section with Type F Curb on both sides of the street using the same paving widths as in the current design. The Typical section will be submitted for County approval prior to proceeding to Step C.
- C. Preparation of a Conceptual Roadway Stormwater Collection System depicting inlets at both the north and south curb line along the crowned 45th Street corridor.
- D. Preparation of a Conceptual Drainage Plan Modification to depict the manner in which runoff from private lands north and south of the 45th Street corridor will flow to the 48" x 76" culvert system.
- E. Development of a Conceptual Centerline Profile with high points and low points and slopes not less than 0.35%.
- F. Creation of Conceptual Cross-sections at high points.

It is intended the above-described Conceptual Cross-sections design be superimposed over the existing Cross-sections so as to reveal whether or not the conceptual design changes will result in the reduction of needs for right-of-way purchase.



Task O – Cost Comparison: We will update the past construction cost estimate for the project to reflect the proposed changes to the project design as described in Task N. The previously completed cost estimate will be updated to reflect current pricing.

Fee Schedule: The COUNTY agrees to pay, and the CONSULTANT agrees to accept a lump sum amount for the above-described services as listed below:

Task N: Conceptual Design Evaluation	\$ 34,800.00
Task O – Cost Estimating	\$ 12,600.00

Time Schedule: Amendment No. 3 shall be completed as follows:

Task N: Conceptual Design Evaluation	80 Working Days
followed by	
Task O – Cost Estimating	20 Working Days

Deliverables – the CONSULTANT shall provide to IRC Public Works:

- a. Conceptual Plans (Preliminary) 11" x 17" & 24" x 36" 2 sets
- b. Cost Comparison 2 sets