

NORTH COUNTY SEWER SYSTEM – PHASE ONE
CONSTRUCTION SERVICES

This Amendment 1 to Work Order Number 3 is entered into as of this ___ day of _____, 201_, pursuant to that certain Continuing Contract Agreement for Professional Services, dated November 4th, 2014, and that certain Extension and Amendment of Continuing Contract Agreement for Professional Services entered into the 24th day of October, 2017 (collectively referred to as the "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 Work Order Number 3, Effective Date December 20, 2016.

2. The COUNTY and the Consultant desire to amend this Work Order as set forth on Exhibit A 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, and within the timeframe more particularly set forth in Exhibit A, 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 Work Order as of the date first written above.

CONSULTANT:
MASTELLER & MOLER, INC

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

By: 
Earl H. Masteller, PE, BCEE

By: _____
Peter D. O'Bryan, Chairman

Title: 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"

**AMENDMENT NO. 1 TO WORK ORDER NO. 3
NORTH COUNTY SEWER SYSTEM – PHASE ONE
CONSTRUCTION SERVICES**

This Amendment No. 1 to Work Order No 3 has been prepared to amend Work Order No. 3 which was approved by the Board of County Commissioners on December 20, 2016. Work Order No. 3 involved Engineering Services in connection with bidding and construction of Phase One of the North County Sewer System which was to have been totally completed by July 6, 2018. Our fee for services was based on Final Completion by July 6, 2018 but we were able to provide services based on the contracted fee up to September 30, 2018. The additional services covered by this Amendment No. 1 to the project will provide for additional engineering services during the remainder of the project's construction. The proposed scope of work is itemized below:

Scope of Work:

Construction Administration / Observation

Masteller & Moler, Inc. will provide engineering services during the project's construction and completion process generally including the following:

Construction Administration / Certifications

1. Conduct periodic progress meetings (record and maintain meeting minutes).
2. Interpret the project documents (contract, plans and specifications) to help facilitate the construction activities and to respond to issues raised by the Contractor.
 - Analyze and address problems that arise (trouble-shoot).
 - Evaluate value engineering change order proposals and provide recommendations to Utilities Dept. for their direction.
 - Evaluate change orders and time extension requests.
3. Review Contractor pay requests and provide recommendations to Utilities Dept. to prevent delays and to facilitate prompt process by the County.
 - Contractor's pay request will be submitted to the County with appropriate backup and recommendations for payment and/or withholding of payment.
4. Process (catalog) and review RFIs and provide recommendations to Utilities Dept.
5. Coordinate and conduct punchlist procedures beginning with Initial Walkthrough (IW) within five (5) days of Substantial Completion.
6. As-built reviews.
7. Project close-out procedures and Engineer's Certifications as required.

Upon satisfaction that items of work have been completed in substantial conformance with the project documents, a construction completion package will be prepared and submitted to the Utilities Dept. The package will include inspection reports; field survey data provided

by the Contractor; testing data provided by the Contractor; final as-built plans provided by the Contractor; meeting documentation; documentation of field changes; progress and final payment documentation; Contractor RFIs and change order requests; approved change orders; and final project punchlists.

Construction Observation & Start-Up

1. Observe the Contractor's construction activities and materials incorporated into the work during periodic site visits.
 - Prepare and maintain written reports of the Contractor's progress and of significant events affecting the work.
 - Record noteworthy incidents or events with video and/or still photography.
2. Observe and document construction testing activities – including materials testing, utility testing, and other related activities.

Fee Schedule:

Masteller & Moler, Inc. will provide the described services for a not to exceed fee of \$13,395.00. The anticipated tasks and specified staff with estimated hours is shown in the attached "Estimated Fee Breakdown."

Time Schedule:

Final Construction to be completed on or before November 30, 2018.

**INDIAN RIVER COUNTY NORTH COUNTY SEWER SYSTEM
PHASE ONE - ADDITIONAL CONSTRUCTION SERVICES**

AMENDMENT NO. 1 TO WORK ORDER NO. 3

ESTIMATED FEE BREAKDOWN

	Professional Engineer		Project Manager		Project Inspector		Administration		Total Costs
		\$ 175.00		\$ 110.00		\$ 85.00		\$ 60.00	
	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	
Address Issues Change Orders	1	\$ 175.00	3	\$ 330.00		\$ -		\$ -	\$ 505.00
Periodic Progress Meetings	2	\$ 350.00	2	\$ 220.00	2	\$ 170.00		\$ -	\$ 740.00
Pay Requests	1	\$ 175.00	4	\$ 440.00		\$ -		\$ -	\$ 615.00
RFI		\$ -	2	\$ 220.00		\$ -		\$ -	\$ 220.00
Punch List / Walkthru	4	\$ 700.00	8	\$ 880.00	8	\$ 680.00		\$ -	\$ 2,260.00
As-Built Review	1	\$ 175.00	8	\$ 880.00		\$ -	2	\$ 120.00	\$ 1,175.00
Construction Observations	4	\$ 700.00		\$ -	62	\$ 5,270.00		\$ -	\$ 5,970.00
Project Close-out / Certifications	2	\$ 350.00	8	\$ 880.00	8	\$ 680.00		\$ -	\$ 1,910.00
Total (hrs/cost)	15	\$ 2,625.00	35	\$ 3,850.00	80	\$ 6,800.00	2	\$ 120.00	\$ 13,395.00