

FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN INDIAN RIVER COUNTY AND BOWMAN CONSULTING GROUP, LTD

THIS FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN INDIAN RIVER COUNTY AND BOWMAN CONSULTING GROUP, LTD (“Fifth Amendment”) is entered into as of the ___ day of September, 2020 by and between Indian River County, a political subdivision of the State of Florida, whose address is 1801 27th Street, Vero Beach, Florida, 32960 (“County”), and Bowman Consulting Group, LTD., a Virginian corporation authorized to do business in Florida, whose address is 3863 Centerview Drive, Suite 300, Chantilly, VA 20151 (the “Consultant”).

RECITALS

WHEREAS, on May 23, 2018, County and Consultant entered into an Agreement for Professional Services for design and construction services for 58th Avenue Pavement Reclamation and Resurfacing from 57th Street to 85th Street (the “Agreement”); and

WHEREAS, on June 12, 2018, the County and Consultant entered into a First Amendment to the Agreement for preparation of waterline designs; bid services, construction engineering services and project turnover of utility relocations associated with the construction of 58th Avenue Pavement Reclamation and Resurfacing from 57th Avenue to 85th Street/CR 510; and

WHEREAS, on December 11, 2018, the County and Consultant entered into a Second Amendment to the Agreement for the design of a communication network throughout the project limits with the construction of 58th Avenue Pavement Reclamation and Resurfacing from 57th Avenue to 85th Street/CR 510; and

WHEREAS, on July 2, 2019, the County and Consultant entered into a Third Amendment to the Agreement for the upgrades to design to 58th Avenue by way of roadway widening between 77th Street and 81st Street to accommodate the addition of a center turn lane to assist with traffic flow into County owned Fairgrounds;

WHEREAS, on August 18, 2020, the County and Consultant entered into a Fourth Amendment to the Agreement for drainage modifications to design to 58th Avenue at 73th Street and 81st Street to replace failing storm drain pipes and improve drainage collection and conveyance;

WHEREAS, County and Consultant desire to amend the Agreement to provide FDEP permitting services for the 20” waterline relocation associated with the construction of 58th Avenue Pavement Reclamation and resurfacing from 57th Street to 85th Street/CR510.

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.

2. **Amendment of Section 5 Compensation.** The first sentence of Section 5 – Compensation is amended to read as follows:

“The COUNTY shall pay to Consultant the mutually agreed professional fee of \$1,650.00 for the work performed under this Fifth Amendment, bringing the total payment to consultant of FIVE HUNDRED AND TEN THOUSAND AND SIX HUNDRED AND SEVENTY EIGHT DOLLARS (\$510,678.00) for Services rendered for the Project, to be paid in monthly installments or a deliverable basis as set forth in the Exhibits.”

3. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, County and Consultant have executed this instrument this ___ day of September, 2020.

BOWMAN CONSULTING GROUP, LTD
4450 W. Eau Gallie Boulevard, Suite 232
Melbourne, Florida 32934

INDIAN RIVER COUNTY, FLORIDA

By: _____
Robert A. Hickey, Secretary

By: _____
Susan Adams, Chairman
Board of County Commissioners

WITNESSED BY:

Approved by BCC _____

Attest:
Jeffrey R. Smith, Clerk of Circuit Court
and Comptroller

By: _____
Deputy Clerk

Approved as to Form and Legal Sufficiency

Dylan Reingold
County Attorney

Jason E. Brown,
County Administrator