

**FIRST AMENDMENT TO WEST WABASSO SEPTIC  
TO SEWER PHASE 3B AGREEMENT**

**THIS FIRST AMENDMENT TO WEST WABASSO SEPTIC TO SEWER PHASE 3B AGREEMENT** (“First Amendment”) is entered into as of the \_\_\_ day of June, 2023 by and between Indian River County, a political subdivision of the State of Florida, hereinafter referred to as the “OWNER”, and Centerline, Inc., hereinafter referred to as “CONTRACTOR”.

**RECITALS**

**WHEREAS**, on September 13, 2022, OWNER and CONTRACTOR entered into the West Wabasso Septic to Sewer Phase 3B Agreement “Agreement” for constructing a new gravity sanitary sewer system to serve the West Wabasso areas generally along 58<sup>th</sup> Court and 59<sup>th</sup> Avenue south of CR 510; and

**WHEREAS**, OWNER and CONTRACTOR, due to time restraints under existing grants, desire to amend the Agreement to include construction of a new gravity sanitary sewer system to serve the West Wabasso areas generally along 61<sup>st</sup> Drive, north of CR 510 under the same price schedule, excluding mobilization, demobilization and MOT, and the same timeline as set forth in the Agreement.

**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. **Article 1 WORK amended**. Article 1 WORK of the Agreement is hereby amended to add the following: Construction of a new gravity sanitary sewer system to serve the West Wabasso areas generally along 61<sup>st</sup> Drive, north of CR 510. The project will include approximately 150 LF of roadway extension, 1,134 LF of gravity sewer main, 1,260 LF of sanitary force main, five manholes; a lift station and related valves, fittings, laterals, services, and restoration of trenches and roadway. Owner has assigned West Wabasso Phase 3A – Project ID (PID) 21.21.512A.
3. **CONTRACT TIMES**. The Work described in Section 2 above, will be performed under the same Contract Times terms as set forth in the Agreement, except that times for Substantial Completion shall be 61 days to 270 days and times for Final Completion shall be 271 days to 300 days with the times determined by the issuance of the Notice to Proceed for the work set forth in this First Amendment.
4. **CONTRACT PRICE**. The Contract Price for the work described in Section above will be in the amount of \$1,012,526.77.

5. All other provisions of the Agreement shall remain in full force and effect and those terms will apply to the work described in Section 2 above.

**IN WITNESS WHEREOF**, OWNER and CONTRACTOR have executed this First Amendment this \_\_ day of June, 2023.

**OWNER:**

**CONTRACTOR:**

INDIAN RIVER COUNTY \_\_\_\_\_

CENTERLINE, Inc. \_\_\_\_\_

By: \_\_\_\_\_  
Joseph H. Earman, Chairman

By: \_\_\_\_\_  
Centerline, Inc.

(CORPORATE SEAL)

By: \_\_\_\_\_  
John A. Titkanich, Jr., County Administrator

Attest \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Dylan Reingold, County Attorney

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jeffrey R. Smith, Clerk of Court and Comptroller

License No. \_\_\_\_\_  
(Where applicable)

Attest: \_\_\_\_\_  
Clerk of Court and Comptroller  
(SEAL)

Agent for service of process: \_\_\_\_\_

Designated Representative:  
Name: Robert Tobar  
Title: Utilities Design Engineer  
Contact Info: (772) 226-1801  
rtobar@ircgov.com

Designated Representative:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)