

IMPROVEMENT OF THE INTERSECTION OF SR 60 & 43RD AVENUE

PROFESSIONAL CIVIL ENGINEERING & STRUCTURAL ENGINEERING SERVICES

AMENDMENT NO. 9 TO THE PROFESSIONAL ENGINEERING/LAND SURVEYING SERVICES AGREEMENT BETWEEN ARCADIS US, Inc. (fka ARCADIS G&M, Inc.), Inc. AND INDIAN RIVER COUNTY, FLORIDA.

This is an amendment to the existing Engineering Services Agreement (AGREEMENT) dated May 17, 2005 between ARCADIS US, Inc. (ENGINEER) and Indian River County (COUNTY).

This amendment addresses changes in "Section I – Project Limits and Description", "Section III - Scope of Services", and "Section V - Compensation".

Amendment Description

This Amendment includes the following:

“SECTION I - PROJECT LIMITS AND DESCRIPTION” is being modified to incorporate the following:

Consultant services are required for the preparation of road design plans; bridge plans; permit applications and utility relocations associated with the construction of SR 60 / 43rd Avenue Intersection Improvements.

ARCADIS US, Inc., was contracted to design the widening of 43rd Avenue from 26th Street to 18th Street. The COUNTY has requested that the lighting plans for the project be revised to provide for the use of LED lighting fixtures. The St. Johns River Water Management District (SJRWMD) permit for the project has expired. A permit application package will be assembled and submitted to SJRWMD for their review and approval. It is anticipated that the drainage system as previously approved by SJRWMD will be acceptable and that modifications to the drainage system will not be required. In addition, miscellaneous plan revisions will be completed to address the COUNTY's comments.

The work included in Amendment No. 9 is in accordance with the existing AGREEMENT dated November 6, 2005 between ARCADIS US, Inc. (ENGINEER) and Indian River County (COUNTY).

“SECTION III – SCOPE OF SERVICES” is being modified to incorporate the following:
30% and 60%, 90%, and 100% plans have been submitted to the COUNTY. Engineer will prepare revised 100% plans.

The Roadway set of plans shall consist of the following:

	30%	60%	90%	100%
Cover Sheet				X
Typical Sections				X
Summary of Quantities and General Notes				X
Details				X
Plan and Profile Sheets (40 scale)				X
Cross Sections at 100 ft interval				X
Signage & Pavement Marking Plans (40 scale)				X
Intersection Plan & Details				X
Stormwater Pollution Prevention Plans (SWPPP)				X
Computation Book				X
Construction Cost Estimate and Quantities				X
Lighting Plans				X

“SECTION IV - TIME FOR COMPLETION” is being modified to incorporate the following:

1. **Project shall be completed as follows:**
 - a. The time for completion of the 100% design drawings for the plan revisions requested by the COUNTY shall be two (2) months from the date of execution of this ADDENDUM.

2. **Deliverables** -The **ENGINEER** shall provide the **COUNTY**:
 - a. Three (3) 11” x 17” paper signed and sealed of the 100% plans. Also, a pdf format set of the plans on a cd.
 - b. FINAL five (5) 24” x 36” paper signed and sealed “hardcopy”, AutoCad drawing file and PDF formats on CD.
 - c. Work Product shall be prepared and supplied in State Plane geometry (NAD83 2007 adjustment if applicable); digital versions are to be prepared and submitted so that the **COUNTY** or other consultants can readily use it for the design and analysis of the area, as defined. It shall contain all information necessary for third-party surveyor to independently recreate and/or utilize the survey work. It is acknowledged all final products become property of Indian River COUNTY and will be available for use by the public at large.

“SECTION V – COMPENSATION” is being modified to incorporate the following:

The COUNTY agrees to pay and the ENGINEER or agrees to accept for services rendered pursuant to this Agreement fees in accordance with the following:

A. Professional Services Fee

1. The basic compensation mutually agreed upon by the ENGINEER and the COUNTY follows:

The following is a summary of costs:

	<i>Charge Associated with This Amendment</i>	<i>New Total Compensation</i>
Roadway Design		
<i>Geotechnical Services (Tierra).....</i>	<i>\$0.00</i>	<i>\$35,487.50</i>
<i>Engineering.....</i> <i>(ARCADIS)</i>	<i>\$12,280.00</i>	<i>\$354,577.03</i>
<i>Signal Plans.....</i> <i>(SIMMONS & WHITE Inc.)</i>	<i>\$0.00</i>	<i>\$31,488.41</i>
<i>Stormwater Pollution Prevention Plans.....</i> <i>(ARCADIS)</i>	<i>\$0.00</i>	<i>\$9,022.92</i>
<i>Permitting.....</i> <i>(ARCADIS)</i>	<i>\$0.00</i>	<i>\$33,090.00</i>
Surveying		
<i>Design Survey.....</i> <i>(ARCADIS)</i>	<i>\$0.00</i>	<i>\$65,003.60</i>
<i>Right of Way Survey and Map.....</i> <i>(ARCADIS)</i>	<i>\$0.00</i>	<i>\$20,386.40</i>
Structural Design		
<i>Structural Design for SR 60 over Main Relief Canal bridge.....</i> <i>(Bridge Design Associates, Inc.)</i>	<i>\$0.00</i>	<i>\$76,060.00</i>
<i>Structural Design for 43rd Avenue over</i>		

<i>Main Relief Canal bridge</i>	<i>\$0.00</i>	<i>\$67,604.00</i>
<i>(Bridge Design Associates, Inc.)</i>		
<i>Landscape & Lighting Plans</i>		
<i>Landscape Architectural Services</i>	<i>\$0.00</i>	<i>\$31,486.00</i>
<i>(Roy-Fisher Associates, Inc.)</i>		
<i>Lighting Plans</i>	<i>\$11,430.00</i>	<i>\$51,265.00</i>
<i>(RDCE, Inc.)</i>		
<i>Public Involvement</i>		
<i>Public Workshop Meeting</i>	<i>\$0.00</i>	<i>\$6,180.00</i>
<i>Contamination Screening Evaluation Report</i>	<i>\$0.00</i>	<i>\$9,750.00</i>
<i>Conceptual Commercial Area Improvement Plan</i>	<i>\$0.00</i>	<i>\$11,700.00</i>
<i>TOTAL LUMP SUM FEE.....</i>	<i>\$23,710.00</i>	<i>\$803,100.86</i>
<i>ALLOWANCES</i>		
<i>Sketch and Legal Descriptions</i>	<i>\$0.00</i>	<i>\$50,000.00</i>
<i>(ARCADIS)</i>		
<i>Soft Dig for Utility Locations</i>	<i>\$0.00</i>	<i>\$20,000.00</i>
<i>Appraisal</i>	<i>\$0.00</i>	<i>\$121,500.00</i>
<i>(Callaway & Price) (For 27 parcels)</i>		
<i>Land Planner</i>	<i>\$0.00</i>	<i>\$20,000.00</i>
<i>(Moyle, Flanigan, Katz, Raymond & Sheehan) (Hourly not to exceed at \$175.00/hour)</i>		
<i>Market Analysis</i>	<i>\$0.00</i>	<i>\$20,000.00</i>
<i>(Realmark Research) (Hourly not to exceed at \$110.00/hour)</i>		
<i>Eminent Domain Business Damage Assessment</i>	<i>\$0.00</i>	<i>\$40,000.00</i>
<i>(Gerson, Preston, Robinson & Company) (Hourly not to exceed at \$165.00/hour for Principal, \$125.00/hour for Manager, and \$90.00/hour for Staff)</i>		

Cure Plans.....	\$0.00	\$56,000.00
<i>(ARCADIS) (Allowance for 14 parcels at \$4,000.00 per parcel)</i>		
Landscape plans for Cure Plans.....	\$0.00	\$16,800.00
<i>(Roy-Fisher) (Allowance for 14 parcels @ \$1,200.00 per parcel)</i>		
Boundary Surveying	\$0.00	\$10,000.00
TOTAL ALLOWANCES (Hourly Not To Exceed).....	\$0.00	\$354,300.00

The AGREEMENT is hereby amended as specifically set forth here in. All other sections of the AGREEMENT shall remain in full force and effect and are incorporated herein.

This Amendment No. 8 to the AGREEMENT regardless of where executed, shall be governed by and constructed by the laws of the State of Florida.

In witness whereof the parties have executed this Amendment this _____ day of _____, 2017.

ARCADIS US, INC.
 1500 Gateway Boulevard, Suite 200
 Boynton Beach, FL 33411

INDIAN RIVER COUNTY, FLORIDA

By: _____
 Robert Lawson, P.E.

By: _____

Board of County Commissioners

WITNESSED BY:

Approved by BCC _____

Bonnie J. Fisher

Attest:
 Jeffrey R. Smith, Clerk of Circuit Court

 County Attorney
 Approved as to Form and Legal Sufficiency

By: _____
 Deputy Clerk

 Jason Brown, County Administrator