

AMENDMENT NUMBER 2 TO AGREEMENT FOR PROFESSIONAL SERVICES

45th STREET ROADWAY IMPROVEMENTS – IRC-1722

This Amendment No. 2 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. 2 as of the date first written above.

**CONSULTANT:
MASTELLER & MOLER, INC**

**BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY**

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

By: _____
Susan Adams, Chairman

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

Under Addendum # 1 for the 45th Street Roadway Improvements Project, in coordination with Indian River County’s underground exploration firm, Southeastern Surveying, Masteller & Moler, Inc. (MM) has reviewed the results of existing cover conditions for the County’s water main system along the project route. As a result of the completed Addendum # 1 underground exploration, it was determined the existing water main depth for much of the length of the project between 58th Avenue and 43rd Avenue does not provide adequate cover conditions. As such, the County Utilities Department has decided that it will be necessary to replace the existing water main with a new water main. The design and permitting of the new water main will require the following scope of services:

Task K – Land Surveying: We shall have Masteller, Moler & Taylor, Inc. perform additional route surveying on the south side of 45th Street to locate the existing conditions in the vicinity of the water mains that will need to be connected to the new water main (to be designed under Task L herein).

Task L – 45th Street Water Main Replacement Design: It has been determined the County’s existing water main on 45th Street from 57th Avenue to 43rd Court does not have proper cover conditions as revealed in the table below.

Test Hole #	U.A. Station & Offset	Existing Grade (ft)	Existing Depth to Existing Utility (ft)
TH15	304+97, 32' L	21.60	1.50
TH17	306+66, 32' L	21.40	1.55
TH18	309+32, 32' L	21.70	2.00
TH19	311+77, 32' L	22.60	1.20
TH20	314+99, 32' L	22.40	1.60
TH21	316+58, 32' L	22.30	0.8
TH22	320+16, 31' L	22.50	1.10
TH26	323+48, 32' L	22.40	1.10
TH27	326+77, 33' L	22.50	2.60
TH28	327+27, 60' L	22.60	2.75
TH29	331+97, 32' L	22.30	1.55
TH30	334+16, 31' L	23.00	2.35
TH31	337+20, 31' L	23.30	2.20
TH32	339+30, 32' L	23.20	2.10
TH33	343+94, 30' L	23.20	1.50
TH34	345+17, 31' L	23.40	1.85
TH35	347+25, 27' L	23.10	2.55

Design services shall be provided to depict a new water main to be constructed along this portion of the project route. The proposed new water main design elevation shall be depicted on the cross-sections for the 45th Street Roadway Construction Plans.

The new water main will be designed to have extensions to the north of 45th Street at eight (8)



streets where the new water main will be designed to be connected to existing water mains to the north of the 45th Street right-of-way.

In addition, there are two (2) locations where 8” water mains serve sites to the south of 45th Street which will also need to be reconnected to the new main. One is at the former truss company site. The second is soon to be constructed at the 45th Street Industrial Park site (designed by MVB) and currently under development. We will need to design improvements to allow for connecting the proposed new water main to the proposed new water main as well as to assure the water service to their lift station is reconnected as well.

It is expected the design will need to incorporate line stops on portions of the existing water mains to remain in place to facilitate allowing connections of new mains to existing mains.

The new water main will be designed both horizontally and vertically to avoid the proposed stormwater drainage facilities planned to be constructed with the 45th Street Roadway Improvements project. Existing water services will be designed to be moved from the existing main to the new main. Water main adjustments for the new main will be depicted with fittings with the option to allow the Contractor to deepen the main where required without the use of fittings.

It is understood the replacement of the water main along 45th Street will **not** require the issuance of a Florida Department of Environmental Protection (FDEP) permit.

Task L – Permitting: The design of the water main improvements will be submitted to both Indian River County Utilities and Public Works Department to support issuance of a Right-of-way Utility permit for the project.

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 K: Surveying	\$ 3,000.00
Task L: Design	\$ 26,900.00
<u>Task M: Permitting</u>	<u>\$ 6,000.00</u>
Total Lump Sum	\$ 35,900.00

Time Schedule: Amendment No. 2 shall be completed as follows:

- A. Task K: Surveying 20 Working Days
- B. Task L: Design 30 Working Days
- C. Task M: Permitting 30 Working Days

Deliverables – the CONSULTANT shall provide to IRCUD:

- a. Construction Plans (Preliminary) 11” x 17” & 24” x 36” 2 sets
- b. Construction Plans (Final) 11” x 17” & 24” x 36” 2 sets & 1 Digital