

WORK ORDER NUMBER GKE 1
ENVIRONMENTAL PERMITTING, GOPHER TORTOISE SURVEYS, GOPHER
TORTOISE RELOCATION SERVICES, AND LANDSCAPING DESIGN ASSISTANCE
SERVICES FOR THE NORTH RELIEF CANAL MOORHEN MARSH LEAPS™ PROJECT

This Work Order Number GKE 1 is entered into as of this ____ day of _____, 2019, pursuant to that certain Continuing Contract Agreement for Environmental and Biological Support Services entered into as of October 10, 2017 (“Agreement”), by and between Indian River County, a political subdivision of the State of Florida (“COUNTY”) and G.K. Environmental, Inc. (“CONSULTANT”).

The COUNTY has selected the CONSULTANT to perform the professional services set forth on Attachment 1, attached to this Work Order and made part hereof by this reference. The CONSULTANT will perform the professional services for the fee schedule set forth in Attachment 2, attached to this Work Order and made a part hereof by this reference. The CONSULTANT will perform the professional services within the timeframe set forth in Attachment 3, attached to this Work Order and made a part hereof by this reference, all in accordance with the terms and provisions set forth in the Agreement. 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 are 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
G.K. ENVIRONMENTAL, INC.

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

By: _____

By _____

Bob Solari, Chairman

Title: _____

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:

William K. Debraal, Deputy County Attorney

ATTACHMENT 1 to WORK ORDER NUMBER GKE 1
**ENVIRONMENTAL PERMITTING, GOPHER TORTOISE SURVEYS, GOPHER
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SCOPE OF WORK

The COUNTY has requested that the CONSULTANT provide environmental services for the COUNTY's North Relief Canal Low Energy Aquatic Plant System (hereinafter "LEAPS™"), aka Moorhen Marsh. The Work is more particularly described below.

Task 1 – Preliminary Predevelopment Site Inspection (18.03 acres): Provide predevelopment site inspection of the entire site for endangered and threatened species and wetland evaluation, and prepare and submit a written report. (Detailed site inspection for gopher tortoise or scrub jays are not included in this phase, but will be completed as necessary under a separate Task). Cost: \$2,530.

Task 2 – Locate and Flag Wetlands, Meet With Permitting Agencies: The site is abandoned citrus groves and there are no known wetlands on the property. Determine if this is the case and if so, state this fact either in the Task 1 written report or in a separate letter to the County. If wetlands do in fact exist on the property, then indicate on a map and flag all the onsite wetlands in conjunction with St. Johns River Water Management District (SJRWMD) and Army Corps of Engineers (ACOE). Contact SJRWMD / ACOE and other agencies as determined pertinent and schedule and conduct a combined County/Agency onsite wetland determination (if deemed necessary). Obtain SJRWMD and other necessary agency verification of the wetland delineation lines. Meet with permitting agencies' staff as necessary to finalize wetland locations and review/discuss acceptable onsite Mitigation Plans, as needed. Cost if no wetlands exist on the property: \$980. Cost if wetlands are determined to exist on the property. Cost: \$2,150.

Task 3 – Landscape Meetings and Design Assistance: Attend 6 meetings with Indian River County staff regarding landscaping of the final design. Advise County staff in the landscape design, planting plan (types of plants and locations, etc.), and landscaping specifications; review the landscape design plan and specifications, and provide comments. Cost: \$2,240.

Task 4 – Permitting Assistance: Assist County staff with all environmental permitting, including responses to agencies Requests for Additional Information (RAIs). Meet with permitting agencies' staff as necessary (8 meetings). Permitting agencies include, but may not be limited to SJRWMD, and US Army Corps of Engineers. Cost: \$2,800.

Task 5 – Animal Location and Relocation: Locate and if needed, relocate gopher tortoises, other turtles, and animals, etc. within the construction area to an approved site outside the construction area. Perform two gopher tortoise surveys. The first shall be immediately upon execution of this Work Order for selective clearing for site access for

geotechnical testing equipment and the second survey shall be shortly before construction begins. Costs:

- A. First gopher tortoise survey - \$1,680
- B. Second gopher tortoise survey – \$980
- C. Gopher tortoise relocation - \$1,800 per gopher tortoise.

OWNER / CLIENT RESPONSIBILITIES

- a. All permit submittal fees.
- b. Preparation of all permit application drawings.
- c. Preparation of AutoCAD drawings and landscape specifications based on information provided by the CONSULTANT.

****END OF ATTACHMENT 1****

ATTACHMENT 2 to WORK ORDER NUMBER GKE 1
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1. COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, a maximum not-to-exceed fee of \$12,380 for services rendered according to Attachment 1 for Tasks 1, 2, 3, 4, 5.A, and 5.B of this Work Order and \$1,800 per each gopher tortoise relocation for Task 5.C. Additional services shall be performed at the hourly rates as set forth in the Agreement.

2. PARTIAL PAYMENTS

The COUNTY shall make monthly partial payments to the CONSULTANT for all authorized work pertaining directly to this project performed during the previous calendar month. The CONSULTANT shall submit invoices monthly for services performed and expenses incurred pursuant to this Agreement during the prior month.

The CONSULTANT shall submit duly certified invoices in duplicate to the Director of the Public Works Department. For lump sum line items, the amount submitted shall be the prorated amount due for all work performed to date under this phase, determined by applying the percentage of the work completed as certified by the CONSULTANT, to the total due for this phase of the work. For time and material line items, the amount submitted shall be based on the actual hours worked and expenses incurred for the billing period.

The amount of the partial payment due the CONSULTANT for the work performed to date under these phases shall be an amount calculated in accordance with the previous paragraph and less previous payments. Per F.S. 218.74(2), the COUNTY will pay approved invoices on or before the forty-fifth day after the COUNTY receives the CONSULTANT's invoice.

END OF ATTACHMENT 2

ATTACHMENT 3 to WORK ORDER NUMBER GKE 1
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1. TIME FOR COMPLETION

Complete all Work in Tasks 1 and 2 within ten cumulative weeks of receiving a Notice-to-Proceed from the COUNTY. Complete the initial gopher tortoise survey and relocation(s) (if necessary) in Task 5 immediately upon execution of this Work Order. All other tasks will be performed as expeditiously as practical, noting there may be some delays created by permitting agencies and obtaining land surveying information by others.

END OF ATTACHMENT 3