

ARCHITECTURAL SERVICES AMENDMENT NO. 1 TO WORK ORDER NO. 5

ARCHITECTURAL/ENGINEERING SERVICES FOR FIRE STATION #7 (IRC-1911)

This Amendment No. 1 to Work Order Number 5 is entered into as of this _____ day of _____, 2023, pursuant to that certain Continuing Architectural Services Agreement for Professional Services entered into as of the 13th day of November, 2018, renewed and amended as of November 2, 2021 (collectively referred to as the "Agreement"), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and Edlund, Dritenbas, Binkley Architects and Associates, P.A ("ARCHITECT").

1. The COUNTY has selected the ARCHITECT to perform the professional services set forth in existing Work Order Number 5, effective date January 11, 2022.
2. The COUNTY and the ARCHITECT desire to amend this Work Order as set forth of Exhibit A (Scope of Work and Fee Schedule) attached to this Amendment and made part thereof by this reference. The professional services will be performed by the ARCHITECT 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 Work Order is amended as set forth in this Amendment. 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 shall be deemed to be 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:
EDLUND, DRITENBAS, BINKLEY ARCHITECTS
& ASSOCIATES, INC.**

**BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA**

By: _____

By: _____

Joseph H. Earman, Chairman

Print Name: _____

Title: _____

BCC Approved Date: _____

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

By: _____

Deputy Clerk

Approved: _____

Michael C. Zito, Interim County Administrator

Approved as to form and legal sufficiency: _____

William K. DeBraul, Deputy County Attorney



**EDLUND · DRITENBAS · BINKLEY
ARCHITECTS AND ASSOCIATES, P.A.**

65 Royal Palm Pointe, Ste D
Vero Beach, FL 32960
Ph: (772) 569-4320 Fax: (772) 569-9208

February 8, 2023

TO: Indian River County Fire District
Attn: Chief Tad Stone

RE: Proposal for Additional Services to Amend IRC-1977 Work Order # 5
Comm. #050219VB

Dear Chief Stone:

Attached are copies of MBV's and Carter Associates proposals to us for additional civil and survey services.

Civil Engineer (MBV) Fees (proposals attached dated 12/6/2022 and 1/30/2023)	\$16,445
Survey Carter Associates (proposals attached dated 12/5/2022 and 1/3/2023)	\$13,000
Total Fees	\$29,445

All other terms and conditions remain per work order #5.

If you have any questions regarding this agreement, please call. Please initiate this agreement and return one copy to the architect to authorize commencement of the project.

Sincerely,

John F. Binkley, A.I.A.
Architect

Date _____

Accepted _____
Owner

December 5, 2022

Mr. John Binkley
EDB Architects
65 Royal Palm Pointe, Suite D
Vero Beach FL, 32960

Via E-mail (edlunddritenbasb@bellsouth.net)

Subject: Addendum to Original Contract for Professional Engineering Services for
Indian River County Fire Station #7 Off-Site Utilities Design
City of Fellsmere / Indian River County, Florida
Engineer's Project Number: 21-0492 ADD1

Dear Mr. Binkley:

As per our coordination, we are hereby submitting our proposal to provide additional professional services for the above subject project. This proposal, along with the original contract conditions, shall be considered an addendum to the original executed proposal.

Due to recent directive from IRC Public Works Department, the original off-site utilities design for the water and sewer services will be voided and a new route and associated design will be required due to the Indian River County Utilities Department request from their review of the original design plans submitted under the IRCUD application on October 13, 2022. Due to these unforeseen conditions and site modifications, additional professional services for the below items will be required for completion of the project. Addressing these were not anticipated or included in the original scope of work.

1. Project coordination with the Surveyor, Architect, FL Gas Transmission and IRC staff.
2. Project review and Base Plan updates of the new off-site route survey to be provided to MBV by CAI.
3. Attendance at additional Gas Transmission Line location and excavation with surveyor and soft digs company.
4. Development of new Off-Site Water and Sewer Utility Plans.
5. Development of new Cross Sections and Canal Crossing Plan.
6. Revisions to previously design lift station calculations and report reflecting the new sewer FM routing.
7. Revisions to the original On-Site Utility plan reflecting the new off-site entry locations.
8. Coordination with permit agencies on revised applications and permit packages.



Mr. John Binkley
December 5, 2022
Page 2
Proposal 1-0492 ADD1

We propose to provide the above-described services for a total fee of \$9,000, including direct costs.

Should you require further information or clarification, please call.

Sincerely,

Todd Howder
Vice President

Aaron Bowles, P.E.
Senior Vice President

Accepted this 8th day of December 2022.

Signature

JOHN BINKLEY
EPB ARCHITECTS

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013)
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.

January 3, 2023

Mr. John Binkley
EDB Architects
65 Royal Palm Pointe, Suite D
Vero Beach FL, 32960

Via E-mail (edlunddritenbasb@bellsouth.net)

Subject: Addendum to Original Contract for Professional Engineering Services for
Indian River County Fire Station #7 – Additional Wetlands Coordination
City of Fellsmere / Indian River County, Florida
Engineer's Project Number: 21-0492 ADD2

Dear Mr. Binkley:

As per our coordination, we are hereby submitting our proposal to provide additional professional services for the above subject project. This proposal, along with the original contract conditions, shall be considered an addendum to the original executed proposal.

Due to coordination with SJRWMD, it was noted during a 2nd Pre-Application meeting (at the request of SJRWMD) that the project site lies within the SJRWMD Basin 22 Mitigation bank. In addition, it was noted by the County's Environmental Consultant on December 16, 2022, that wetlands were identified on-site that were not originally shown or documented by the documents provided to MBV by the County. Due to these unforeseen conditions, additional professional services will be required for completion of the project. Addressing these were not anticipated or included in the original scope of work.

1. Additional Project coordination with the Surveyor, Environmental Consultant, Architect, County and SJRWMD staff.
2. Attendance at additional SJRWMD teleconference.
3. Update Civil Plan documents as required to depict wetland areas identified as located by the project Environmentalist and Surveyor, respectively.
4. Development of revised SJRWMD applications reflecting on-site wetland information and submittal to SJRWMD.

We propose to provide the above-described services for a total fee of \$4,000, including direct costs.



Mr. John Binkley
January 3, 2023
Page 2
Proposal 21-0492 ADD2

Should you require further information or clarification, please call.

Sincerely,

Todd Howder
Vice President

Aaron Bowles, P.E.
Senior Vice President

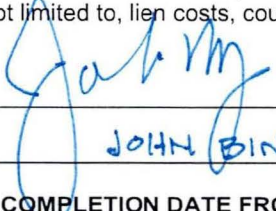
Accepted this _____ day of _____ 20_____.

Signature

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013)
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SURVEY WORK AUTHORIZATION

CARTER ASSOCIATES, INC.
 Consulting Engineers & Surveyors
 1708 21st Street
 Vero Beach, FL 32960
 772-562-4191
 772-562-7180 Fax

CLIENT: EDB Architects			JOB NO.: 21-459 S Additional Services #2			
BILLING ADDRESS: c/o John Binkley 65 Royal Palm Pointe, Suite D Vero Beach, FL 32960			PHONE # 772-569-0035 x109 FAX # CELL # Email: ToddH@mbveng.com			
			DATE ORDERED: 12/6/2022			
			EST. COMPLETION DATE ASAP			
ORDERED BY: Todd Howder, MBV Engineering		TAKEN BY: David E. Luethje, PSM/mc		EST. COST: \$ 13,450.00		
JOB LOCATION (Lot, Block, S/D/Sec-Twp-Rng): Part of Section 34, Township 32 S, Range 38 E. IRC. FL						
PROPERTY STREET ADDRESS: NE Corner of 98th Ave and 26th St, Fellsmere, FL 32948						
SERVICES TO BE PERFORMED: <p style="text-align: center;"><u>Professional Surveying and Mapping Services:</u> <u>Additional Services #2</u> <u>Indian River County Fire Station #7</u></p>						
CERTIFICATIONS: To be provided by Client						
FIELD BOOK	PAGE #	DRAWING #	FIELD BOOK	PAGE #	DRAWING #	PROJECT MGR.:
COST OF PROFESSIONAL SERVICES: <u>EDB Architects</u> hereby agrees to pay \$ 13,450.00 for the above-stated professional services within 30 days of the date of the invoice, in addition to interest of 1.5% per month (18% per year) on any balance unpaid after 30 days and any costs of collection including, but not limited to, lien costs, court costs or attorneys' fees involved in or arising out of the collection of any unpaid or past due balances.						
Signature: 		Date: 12/8/22				
Printed Name: JOHN BINKLEY		Title: PRINCIPAL				
* ESTIMATED COMPLETION DATE FROM DATE OF AUTHORIZATION/SIGNATURE						

Professional Surveying and Mapping Services:
Additional Services #2

Indian River County Fire Station #7

"Being a parcel of land lying in the Southwest one quarter of Section 34, Township 32 South, Range 38 East, Indian River County, Florida, said parcel also being a portion of those lands as described in Official Record Book 1612, Page 1824, public records of Indian River County, Florida. Said parcel being more particularly described as follows:

The North 361.50 feet, of the South 491.50 feet, of the East 361.50 feet, of the West 461.50 feet of the Southwest one quarter of said Section 34, Township 32 South, Range 38 East.

Containing 130,680 square feet, (3.00 acres) more or less."

Offsite Route/Right of Way Existing Conditions Survey

\$ 9,450.00

Additional Route/Right of Way Survey

Perform and prepare Route/Topographic Survey along a portion of 97th Road, 22nd Street and the Houston-Texas Gas and Oil Corp (Permanent Easement) right of ways as shown on the provided exhibit and the Plat of Vero Tropical Gardens Unit #2 (PB 6, Page 64): recover and / or re-establish subject parcel boundary corners and right of ways with required ties to tract, section, block, as necessary.

*Title commitment or search report to be prepared and provided by Indian River County.

Establish vertical control (benchmarks):

Perform differential levels from a published record vertical benchmarks to establish near or on site temporary vertical benchmark along the new proposed route for survey, design, permitting and construction purposes.

Tree Location Survey:

Locate and identify any protected trees with a trunk diameter of 4 inches or greater, measured at chest height within proposed survey limits.

Perform and prepare additional offsite Route/Topographic Survey:

Route/Topographic Survey to include all of 97th Road right of way and the Houston-Texas Gas and Oil Corp (Permanent Easement), south of the IRFWCD North Dike and Ditch Right of Way approximately 1200 feet to the south right of way of 22nd Street; and 22nd Street right of way from 97th Road right of way to 98th Avenue right of way.

Route/Topographic Survey to include all above ground improvements and natural features within the specified Right of Way or project limits including the following:

- a. Cross-sections will be observed and recorded at 100-foot stations;
- b. Observe and record all paved and unpaved roads including culverts and drainage structures;
- c. Observe and record all driveways, sidewalks and landscaped areas within limits of survey;
- d. Observe and record all mail and news boxes;
- e. Observe and record fences and / or privacy walls within 10 feet of the right of way line of 97th Road.;
- f. Observe and record any grade breaks (swales, berms, slopes, etc.);
- g. Observe and record all above ground (visible) utilities (i.e. water mains, water meters, water valves, riser boxes, cleanouts, utility poles, over-head electrical lines, utility risers and boxes, etc.);

- h. Observe and record all storm water drainage structures (pipe culvert inverts, catch basins, spillways, etc.), including inverts of associated pipes;
- i. Observe and record all above ground visual sanitary sewer systems (gravity flow or force mains);
- j. Observe and record all wood lines, tree lines and trees 4 inches and larger within the limits of survey;
- k. Observe and record vertical ground spot elevations within project corridor at major grade breaks and changes in existing contour;

Utility Investigation and Location by others (WGI):

\$ 4,000.00

Coordinate with WGI to perform four (4) test holes of the existing Florida Gas Transmission 20" and 26" high pressure transmission gas lines of the proposed crossing at 22nd Street right of way. CAI to field observe (horizontal and vertical) four (4) existing FGT gas transmission lines potholes (soft digs) as identified on the provided sketch from MBV Engineering; add all of the above to topographic survey.

EXHIBIT "A"

**CARTER ASSOCIATES, INC.
TYPICAL GENERAL CONDITIONS AND PROVISIONS**

1. All fees quoted in this agreement are applicable for one (1) year from date of proposal. At that time, fees will be reviewed with the client and adjusted as necessary.

2. All fees presented are based on a one-time performance only. Fees for duplication of work or services not included in this agreement shall be invoiced at the hourly rates included herein. It is the Client's obligation to schedule work with Carter Associates, Inc., and provide appropriate, reasonable notification. The Client must provide any special instructions or stake-out preferences to the Carter Associates, Inc., office in advance. Any additional work, outside of the original scopes of services defined herein, as ordered by the client, his agents, employees or contractors, in the field, will need to be confirmed by Carter Associates, Inc. and authorized by the client.
3. All surveying performed will be in complete compliance with Standards of Practice for Surveying in the State of Florida.
4. Client is required to provide Carter Associates, Inc., with architectural and structural drawings in PDF format and AutoCAD formats for site planning purposes. If AutoCAD copies are not provided the client will be billed time and material for re-creation of said drawings.
5. Carter Associates, Inc. warrants that diligent efforts will be made to make a complete and accurate survey/residential site plan for Client/Builder use for submittal to the Department of Health, Building and Engineering Departments for various approvals. One revision of standard departmental review comments is included. However, revisions required to surveys/site plans due to agency staff preference, policy, or interpretation contrary to Carter Associates, Inc., will be billed as additional work in accordance with the attached rate schedule.
6. Any professional services required to facilitate the completion of the services contained in this contract, i.e., outside consulting services, photo reductions, postage charges, reproductions, fax transmissions, etc., are not included in the contract price. Any such required services will be provided by the Client, or if provided by Carter Associates, Inc., will be reimbursable at cost plus 10%.
7. Invoices issued are due upon receipt. Suspension of work will occur when any invoice becomes 90 days delinquent. Interest at 1.5% per month or 18% per annum will be charged on any invoice 30 days past due.
8. In the event of default of any of the payments due herein under the contract and if it is necessary that this contract be turned over to an attorney or collection agency for collection, the accepting party of this proposal agrees to pay reasonable attorney's fees plus all court costs.
9. Proposals including construction layout services shall be based on the site being sufficiently cleared of all underbrush and/or debris prior to construction layout. Any services need for clearing shall be performed at the specified hourly rate according to the Hourly Rate Schedule attached hereto.
10. Professional liability insurance (errors and omissions) in the amount of \$1,000,000.00 will be provided. The cost of any additional coverage requested by Client in excess of this amount shall be borne by the Client. It is understood that Carter Associates Inc. is not responsible for any site affiliated hazards and/or liabilities.
11. It is understood that the fees quoted in this contract are predicated on the client providing Carter Associates Inc. with copies of all previous work performed for the subject parcel relative to surveys, calculations, title work and permit applications/acquisitions, if applicable.
12. The field work, and/or survey drawings, and/or-documents prepared by Carter Associates, Inc. shall be the sole property of Carter Associates, Inc. until payment on any unpaid balance is made in full. The Client agrees that until payment is made in full, the Client shall not have a proprietary interest in the field work or survey drawings prepared by Carter Associates, Inc. All original field notes, calculations and digital files will remain the property of Carter Associates, Inc. Carter Associates, Inc. shall have the absolute right to request the return of any and all drawings submitted to governmental bodies or other parties on behalf of the Client in the event of non-payment of outstanding fees by the Client per the terms of this agreement.
13. AutoCAD Drawings: If requested, the AutoCAD file is provided solely for the convenience of the client. Carter Associates, Inc. makes no representations or warranties, either express or implied, as to its suitability for any specific purpose. While we believe this drawing file to be accurate at the time of retrieval, this media and its contents can be easily altered or corrupted either purposely or inadvertently through any number of sources. For this reason, Carter Associates, Inc., its officers, directors and employees shall be indemnified and held harmless from any and all liability that may arise or result from the use of this drawing, map, plat or sketch by any firm, employees, agents or sub-contractors. Opening and or using the file provided herein constitutes acceptance of the provisions stated herein. Standard e-transmittal of the digital files/data in Carter Associates, Inc. existing AutoCAD version is included in this contract. Any modifications to the existing AutoCAD drawing for transmittal purposes or conversion to earlier

digital versions, as requested by the client, will be billed as an additional service and shall be invoiced at the applicable hourly rates included herein.

14. As-Built Survey Requirements:

- a) Client shall coordinate with Carter Associates, Inc., to ensure the site area is accessible, and as-built field work is permitted to be completed in a time efficient manner and not in a piece meal fashion.
- b) Expose all water, force and irrigation mains at 100 feet intervals, all changes of direction, all fittings and valves, or provide other suitable arrangement for accurate utility location. NOTE: Stand Pipe of one inch (1") diameter or greater can be utilized if labeled and placed vertically on top of main and/or fittings.
- c) Pump out, drain, dewater, or otherwise make all structures and pipes clear and free of water, soil or debris, so accurate location and elevations of structure bottoms, inverts, grates and tops can be obtained.
- d) Final grade is achieved prior to requesting embankment / earthwork as-builts.
- e) Adequate notification and time is given to Carter Associates, Inc. for field work and as-built drawing preparation. The time frame should be coordinated and established prior to the end of construction.

15. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

EXHIBIT "B"

CARTER ASSOCIATES, INC.
FEBRUARY 2022 RATE SCHEDULE

Staff Type:

Hourly Rates

Engineer (Principal)	\$185.00
Engineer I	\$165.00
Engineer 1A	\$160.00
Engineer II	\$150.00
Engineer III	\$135.00
Engineer IV	\$125.00
Engineer V	\$110.00
Surveyor (Principal)	\$185.00
Surveyor (Sr. Consultant)	\$160.00
Surveyor I	\$160.00
Surveyor II	\$145.00
Surveyor III	\$125.00
CAD/GIS Tech I	\$125.00
CAD/GIS Tech II	\$120.00
CAD/GIS Tech III	\$115.00
CAD/GIS Tech IV	\$110.00
CAD/GIS Tech V	\$100.00
Administrative Staff	\$ 75.00
Expert Witness	\$350.00
4 Man Survey Crew	\$200.00
3-Man Survey Crew	\$175.00
2-Man Survey Crew	\$150.00
1-Man Survey Crew	\$120.00
Inspector	\$ 90.00
It Systems Administrator	\$100.00

SPECIALIZED EQUIPMENT:

Leica HD P40 Scanner	\$175.00/Hour
Aluminum Boat	\$500.00/Day
All-Terrain Vehicle (ATV)/Trailer	\$250.00/Day
	\$1,000.00/Week

REIMBURSABLE EXPENSES:

Postage, Express Mail, etc.	Cost
Blueprints/Blackline (24" x 36")	\$2.00/Each
Color Prints (24"x36)	\$5.00/Each
Mileage	IRS Standard Rate
Mylar	\$7.00/Each
Photocopies:	
8.5" x 11"	15¢/Each
8.5" x 14"	25¢/Each
11" x 17"	35¢/Each
Concrete Monuments	\$20.00/Each
Rebar	\$ 2.50/Each
Laths	\$ 0.75/Each
Hubs	\$ 1.00/Each

Sub-Consultants

Cost + 10%

Note: These hourly billing rates will remain effective for the duration of this agreement

SURVEY WORK AUTHORIZATION

CARTER ASSOCIATES, INC.
 Consulting Engineers & Surveyors
 1708 21st Street
 Vero Beach, FL 32960
 772-562-4191
 772-562-7180 Fax

CLIENT: EDB Architects			JOB NO.: 21-459 S Additional Services #3			
BILLING ADDRESS: c/o John Binkley 65 Royal Palm Pointe, Suite D Vero Beach, FL 32960			PHONE # 772-569-0035 x109 FAX # CELL # Email: ToddH@mbveng.com			
			DATE ORDERED: 01/30/2023			
			EST. COMPLETION DATE ASAP			
ORDERED BY: Todd Howder, MBV Engineering		TAKEN BY: David E. Luethje, PSM/mc		EST. COST: \$ 2,995.00		
JOB LOCATION (Lot, Block, S/D/Sec-Twp-Rng): Part of Section 34, Township 32 S, Range 38 E. IRC. FL						
PROPERTY STREET ADDRESS: NE Corner of 98th Ave and 26th St, Fellsmere, FL 32948						
SERVICES TO BE PERFORMED:						
<p><u>Professional Surveying and Mapping Services:</u> <u>Additional Services #3 - Indian River County Fire Station #7</u></p> <p><u>Wetland Locations (5)</u> Field locate Wetlands A, B, C, D and E (approximately 122 flags) as provided by G.K. Environmental (on the attached sketch) and provide updated drawing depicting said wetlands</p>						
CERTIFICATIONS:						
To be provided by Client						
FIELD BOOK	PAGE #	DRAWING #	FIELD BOOK	PAGE #	DRAWING #	PROJECT MGR.:
COST OF PROFESSIONAL SERVICES: <u>EDB Architects</u> hereby agrees to pay \$ 2,995.00 for the above-stated professional services within 30 days of the date of the invoice, in addition to interest of 1.5% per month (18% per year) on any balance unpaid after 30 days and any costs of collection including, but not limited to, lien costs, court costs or attorneys' fees involved in or arising out of the collection of any unpaid or past due balances.						
Signature: _____ Date: _____						
Printed Name: _____ Title: _____						
* ESTIMATED COMPLETION DATE FROM DATE OF AUTHORIZATION/SIGNATURE						

NOTE: Subject to "Standard General Contract Conditions" and "Hourly Rate Schedule" as they may apply.
 (See Exhibits "A" and "B" attached)

EXHIBIT "A"

CARTER ASSOCIATES, INC. TYPICAL GENERAL CONDITIONS AND PROVISIONS

1. All fees quoted in this agreement are applicable for one (1) year from date of proposal. At that time, fees will be reviewed with the client and adjusted as necessary.
2. All fees presented are based on a one-time performance only. Fees for duplication of work or services not included in this agreement shall be invoiced at the hourly rates included herein. It is the Client's obligation to schedule work with Carter Associates, Inc., and provide appropriate, reasonable notification. The Client must provide any special instructions or stake-out preferences to the Carter Associates, Inc., office in advance. Any additional work, outside of the original scopes of services defined herein, as ordered by the client, his agents, employees or contractors, in the field, will need to be confirmed by Carter Associates, Inc. and authorized by the client.
3. All surveying performed will be in complete compliance with Standards of Practice for Surveying in the State of Florida.
4. Client is required to provide Carter Associates, Inc., with architectural and structural drawings in PDF format and AutoCAD formats for site planning purposes. If AutoCAD copies are not provided the client will be billed time and material for re-creation of said drawings.
5. Carter Associates, Inc. warrants that diligent efforts will be made to make a complete and accurate survey/residential site plan for Client/Builder use for submittal to the Department of Health, Building and Engineering Departments for various approvals. One revision of standard departmental review comments is included. However, revisions required to surveys/site plans due to agency staff preference, policy, or interpretation contrary to Carter Associates, Inc., will be billed as additional work in accordance with the attached rate schedule.
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8. In the event of default of any of the payments due herein under the contract and if it is necessary that this contract be turned over to an attorney or collection agency for collection, the accepting party of this proposal agrees to pay reasonable attorney's fees plus all court costs.
9. Proposals including construction layout services shall be based on the site being sufficiently cleared of all underbrush and/or debris prior to construction layout. Any services need for clearing shall be performed at the specified hourly rate according to the Hourly Rate Schedule attached hereto.
10. Professional liability insurance (errors and omissions) in the amount of \$1,000,000.00 will be provided. The cost of any additional coverage requested by Client in excess of this amount shall be borne by the Client. It is understood that Carter Associates Inc. is not responsible for any site affiliated hazards and/or liabilities.
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12. The field work, and/or survey drawings, and/or documents prepared by Carter Associates, Inc. shall be the sole property of Carter Associates, Inc. until payment on any unpaid balance is made in full. The Client agrees that until payment is made in full, the Client shall not have a proprietary interest in the field work or survey drawings prepared by Carter Associates, Inc. All original field notes, calculations and digital files will remain the property of Carter Associates, Inc. Carter Associates, Inc. shall have the absolute right to request the return of any and all drawings submitted to governmental bodies or other parties on behalf of the Client in the event of non-payment of outstanding fees by the Client per the terms of this agreement.

13. AutoCAD Drawings: If requested, the AutoCAD file is provided solely for the convenience of the client. Carter Associates, Inc. makes no representations or warranties, either express or implied, as to its suitability for any specific purpose. While we believe this drawing file to be accurate at the time of retrieval, this media and its contents can be easily altered or corrupted either purposely or inadvertently through any number of sources. For this reason, Carter Associates, Inc., its officers, directors and employees shall be indemnified and held harmless from any and all liability that may arise or result from the use of this drawing, map, plat or sketch by any firm, employees, agents or sub-contractors. Opening and or using the file provided herein constitutes acceptance of the provisions stated herein. Standard e-transmittal of the digital files/data in Carter Associates, Inc. existing AutoCAD version is included in this contract. Any modifications to the existing AutoCAD drawing for transmittal purposes or conversion to earlier digital versions, as requested by the client, will be billed as an additional service and shall be invoiced at the applicable hourly rates included herein.

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- b) Expose all water, force and irrigation mains at 100 feet intervals, all changes of direction, all fittings and valves, or provide other suitable arrangement for accurate utility location. NOTE: Stand Pipe of one inch (1") diameter or greater can be utilized if labeled and placed vertically on top of main and/or fittings.
- c) Pump out, drain, dewater, or otherwise make all structures and pipes clear and free of water, soil or debris, so accurate location and elevations of structure bottoms, inverts, grates and tops can be obtained.
- d) Final grade is achieved prior to requesting embankment / earthwork as-builts.
- e) Adequate notification and time is given to Carter Associates, Inc. for field work and as-built drawing preparation. The time frame should be coordinated and established prior to the end of construction.

15. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

EXHIBIT "B"

CARTER ASSOCIATES, INC.
FEBRUARY 2022 RATE SCHEDULE

<u>Staff Type:</u>	<u>Hourly Rates</u>
Engineer (Principal)	\$185.00
Engineer I	\$165.00
Engineer 1A	\$160.00
Engineer II	\$150.00
Engineer III	\$135.00
Engineer IV	\$125.00
Engineer V	\$110.00
Surveyor (Principal)	\$185.00
Surveyor (Sr. Consultant)	\$160.00
Surveyor I	\$160.00
Surveyor II	\$145.00
Surveyor III	\$125.00
CAD/GIS Tech I	\$125.00
CAD/GIS Tech II	\$120.00
CAD/GIS Tech III	\$115.00
CAD/GIS Tech IV	\$110.00
CAD/GIS Tech V	\$100.00
Administrative Staff	\$ 75.00
Expert Witness	\$350.00
4 Man Survey Crew	\$200.00
3-Man Survey Crew	\$175.00
2-Man Survey Crew	\$150.00
1-Man Survey Crew	\$120.00
Inspector	\$ 90.00
It Systems Administrator	\$100.00

SPECIALIZED EQUIPMENT:

Leica HD P40 Scanner	\$175.00/Hour
Aluminum Boat	\$500.00/Day
All-Terrain Vehicle (ATV)/Trailer	\$250.00/Day
	\$1,000.00/Week

REIMBURSABLE EXPENSES:

Postage, Express Mail, etc.	Cost
Blueprints/Blackline (24" x 36")	\$2.00/Each
Color Prints (24"x36)	\$5.00/Each
Mileage	IRS Standard Rate
Mylar	\$7.00/Each
Photocopies:	
8.5" x 11"	15¢/Each
8.5" x 14"	25¢/Each
11" x 17"	35¢/Each
Concrete Monuments	\$20.00/Each
Rebar	\$ 2.50/Each
Laths	\$ 0.75/Each
Hubs	\$ 1.00/Each

Sub-Consultants

Cost + 10%

Note: These hourly billing rates will remain effective for the duration of this agreement.

