ENGINEERING SERVICES WORK ORDER _1_

This Work Order Number <u>1</u> is entered into as of this <u>day of</u>, <u>2024</u>, pursuant to that certain Continuing Contract Agreement, dated May 2, 2023 (referred to as the "Agreement"), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and <u>Carter Associates</u>, Inc. ("Consultant").

The COUNTY has selected the Consultant to perform the professional services set forth on Exhibit A (Scope of Work), attached to this Work Order and made part hereof by this reference. The professional services will be performed by the Consultant for the mutually agreed upon lump sum or maximum amount not-to-exceed professional fee. Any additional costs must be approved in writing, and at a rate not to exceed the prices set forth in Exhibit B (Rate Schedule) of the Agreement, made a part hereof by this reference. The Consultant will perform the professional services within the timeframe more particularly set forth in Exhibit A (Time Schedule), 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 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:	BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY	
Print Name: John Blum, PE Title: Vice President	By: Susan Adams, Chairman BCC Approval Date: Attest: Ryan L. Butler, Clerk of Court and Comptroller	
	By: Deputy Clerk	
	By: John A. Titkanich, Jr., County Administrator	
	Approved as to form and legal sufficiency:	
	-K. Keith Jackman, Assistant County Attorney-	



February 23, 2024

Mrs. Wendy Swindell Conservation Lands Manager Indian River County Parks and Recreation 1590 9th Street SW Vero Beach, Florida 32962

RE: Civil Engineering Services Agreement South Oslo Riverfront Conservation Area (SORCA) Floodplain Restoration Indian River County CAI Proposal No. 24-27738

Dear Wendy:

It is our pleasure to present for your acceptance, the following estimate for civil engineering services for the above referenced project. We propose the following services and corresponding fees in accordance with the Professional Services Agreement (PSA) effective July 18, 2023, between Carter Associates, Inc. (CAI) and Indian River County Parks and Recreation (CLIENT).

The following outline and scope of services is provided based on a coordinated effort between CAI and its sub-consultant, Ducks Unlimited, Inc. to be referred to as DESIGN TEAM.

1: PROJECT INTRODUCTION

The majority of mangrove wetlands along the coastline of Indian River County (IRC) are impounded by dikes. One such area, the South Oslo Riverfront Conservation Area (SORCA) abuts the 298-acre Oslo Riverfront Conservation Area. SORCA's eastern impoundment is no longer part of a Rotational Impoundment Management (RIM) network. The project will remove a minimum of 1,100-foot of perimeter dike to improve exchange between impounded mangroves and the Indian River Lagoon (IRL). Restoration of a more natural hydroperiod in the impoundment will benefit wildlife that use the mangroves, the coastal hammock, and habitat for species that support fisheries. Funding for the project is provided by Florida Department of Environmental Protection (FDEP) through the resiliency source. Partners on the project include FDEP (main funding source), Indian River County (IRC; property manager, match funding provider, project permitting), St. Johns River Water Management District (SJRWMD; technical assistance, FDEP funding liaison), and Ducks Unlimited, Inc. (sub-consultant for final design and construction management).

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2: PROJECT OBJECTIVES

This proposal provides an outline of services required to provide an engineered design to meet the project objectives. The proposal does not include any surveying, permitting, bidding, or construction administration services. The project objectives for design and engineering of the SORCA project are briefly summarized as follows:

- Site engineering design that is resilient and versatile, and by its nature will be adaptable during extreme weather events and climate change.
- Site engineering design that benefits wetland (mangrove marsh) communities through enhancement by strategically removing a minimum of 1,100 linear feet (average width of 30 feet) of historic existing impoundment dike created for mosquito control purposes.
- Site engineering design that establishes an elevation of the dike conducive to the natural recruitment of typical mangrove marsh native plant species found in the region.
- Site engineering design that incorporates all previously collected survey data and associated maps provided by CAI and CLIENT
- Site engineering design that includes standard practices for erosion control measures and protections for imperiled species potentially occurring at the project site
- Site engineering design of sufficient quality and specifications for inclusion in the application
 process for environmental permits required for the construction phase (application to be
 prepared by CLIENT)
- Site engineering design which minimizes long-term maintenance, management, and capital costs

3: SCOPE OF SERVICES

Based upon the Project Objectives, the DESIGN TEAM proposes to assist the CLIENT and other partners with the restoration of the SORCA impoundment by providing the following design and engineering services:

Task 1- Site Planning including two site visits (up to 3 staff), specifications, and drafting of initial design elements. A 60% design plan will be submitted by the DESIGN TEAM for review by the CLIENT.

Task 2- Based on the 60% plan review and assessment of project costs and phasing, the DESIGN TEAM will develop a set of 90% design plans and submit for review by the CLIENT.

Task 3- Final revisions, drafting, submittals, and specifications. Based on the 90% plan review and assessment of project costs and phasing, the DESIGN TEAM will develop a set of final design plans with key elements such as grading plan, plan views, cross-sectional views, erosion control measures, construction specifications, and any imperiled species protection measures. Final permit-ready design plans and engineering cost estimate for construction will be submitted by the DESIGN TEAM to the CLIENT.



SECTION 4: ENGINEERING SCOPE ASSUMPTIONS: In developing this Scope of Services, CAI represents to the CLIENT that the following assumptions have been made and that deviation from these assumptions may require additional work and compensation on behalf of CLIENT to CAI.

- This proposal specifically provides signed/sealed permit-ready final design plans for inclusion in the project permit application process, which shall not be the responsibility of the DESIGN TEAM. Additional services or products as needed for permitting can be provided as an additional service as a separate scope as required.
- In preparation of the final design plans, the DESIGN TEAM will provide two site visits to the project site with required staff.
- This Scope of Services specifically excludes preparation of legal documents, easement descriptions, structural, mechanical, electrical, landscape, and architectural work.
- Wetland planting design drawings, plant lists, and installation will be provided by others.
- Civil engineering design and permitting fees for off-site improvements, such as deep-water access or utility line extensions, are not included with this proposal.
- Permitting for disposal of any existing on-site hazardous or industrial waste material, or any other underground, unforeseen issues is not included with this proposal.
- Soil testing is not included in this proposal and would be considered as an additional service, if required for ecological enhancement design.
- Construction services including but not limited to the preparation of construction contract documents, contractor bidding, inspection services, construction stakeout, as-built surveys and final certifications are not included with this proposal but can be provided as an additional service as a separate scope as required.

5: COMPENSATION

The proposed scope of services will be provided on a NOT TO EXCEED basis and invoiced monthly based on work performed to date for each task.

Task 1 - Site Planning and 60% design	\$20,700.00
Task 2 – Project cost/phasing and 90% design	
Task 3 – Final design revisions, drafting, specifications	\$5,075.00
Task 4 - Reimbursable Expenses	\$3,500.00
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TOTAL FEES	\$39,445.00
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Thank you for giving us the opportunity to submit a proposal for our services. We look forward to working with you on this project. Our receipt of a signed copy of this agreement will serve as our notice to proceed. Should you have any questions or need additional information, please do not hesitate to contact me at our office.

Sincerely,

CARTER ASSOCIATES, INC.

John H. Blum, P.E. Vice President Agreed to and Accepted:

By:

Print Name:_____

Address:_____

Date:



Exhibit 1 - Approved Disciplines by Consultant

	Environmental	Infrastructure	Site/ Civil	Utilities
Aptim Environmental & Infrastructure, LLC	X			
Arcadis U.S., Inc.				V
Atkins North America, Inc.		V	N	V
Bowman Consulting Group, Ltd.		1		V
Carter Associates, Inc.			12. 44	1
CDM Smith, Inc.				V
CHA Consulting, Inc.	N			V
Coastal Technology Corporation	\checkmark			
Coastal Waterways Design and Engineering LLC	and a straight of the straight			
Consor Engineers, LLC		V		
Dredging & Marine Consultants, LLC				
Environmental Science Associates	N.			
EXP US Services, Inc.			*	
Geosyntec Consultants, Inc.				
Johnson, Mirmiran & Thompson, Inc.		V		
Jones, Edmunds, Associates, Inc.				
Kimley-Horn and Associates, Inc.	V	1	N.	V
Masteller & Moler, Inc.		V	1	V
MBV Engineering, Inc.				V
Metric Engineering, Inc.		\checkmark		
OCI Associates, Inc.			*	
Rummel, Klepper & Kahl, LLP				V
Schulke, Bittle & Stoddard, LLC			N	
Tetra Tech, Inc.	N N			V
TLC Engineering Solutions			1	
V&A Consulting Engineers, Inc.	P			V

Exhibit 2

CARTER ASSOCIATES, INC.

CONTINUING ENGINEERING SERVICES FOR INDIAN RIVER COUNTY

MAY 2, 2023 TO MAY 1, 2026

RATE SCHEDULE

Staff Type:	Hourly Rates			
Engineer (Principal)	\$195.00			
Engineer I	\$175.00			
Engineer II	\$160.00			
Engineer III	\$140.00			
Engineer IV	\$130.00			
Engineer V	\$115.00			
CAD/GIS Tech I	\$130.00			
CAD/GIS Tech II	\$125.00			
CAD/GIS Tech III	\$120.00			
CAD/GIS Tech IV	\$110.00			
CAD/GIS Tech V	\$100.00			
Administrative Staff	\$ 75.00			
Inspector	\$ 85.00			
REIMBURSABLE EXPENSES:				
Postage, Express Mail, etc.	Cost			
Blueprints/Blackline (24" x 36")	\$2.20/Each			
Color Prints (24"x36)	\$5.50/Each			
Mileage	IRS Standard Rate			
Photocopies:				
8.5" x 11"	16¢/Each			
8.5" x 14"	27¢/Each			
11" x 17"	38¢/Each			

Note: These hourly billing rates will remain effective for the initial duration of this Agreement, and may be renegotiated should an additional renewal period be exercised.