

**AMENDMENT TO AGREEMENT BETWEEN COUNTY AND CONSULTANT
RFQ2020-3217**

THIS AMENDMENT #3 made and entered into this _____ day of _____ in the year 2026, by and between **MARTIN COUNTY**, a political subdivision of Florida, (Hereinafter "County"), 2401 SE Monterey Road, Stuart, Florida 34996 and **TETRA TECH** (Hereinafter "Consultant"), 759 S. Federal Hwy., Suite 314, Stuart, FL 34994.

WITNESSETH

WHEREAS, the County and Consultant entered into an Agreement for CYPRESS CREEK FLOODPLAIN RESTORATION on July 14, 2020; and

WHEREAS, Amendment #1 for \$54,559.00 was approved administratively on June 3, 2024; and

WHEREAS, Amendment #2 for \$109,764.00 was approved administratively on July 8, 2025; and

WHEREAS, following submission of the permit application in January 2025, the South Florida Water Management District required an Environmental Resource Permit (ERP) rather than the originally anticipated General Permit and subsequently issued three Requests for Additional Information (RAIs) requiring additional modeling, analysis, and coordination beyond the original scope of work; and

WHEREAS, the County and Consultant desire to amend the Agreement to provide additional permitting support, modeling, field work, and survey services, including coordination with Haley Ward to complete the Ordinary High Water Line (OHWL) survey required for the Cypress Creek Weir Project, as documented in Exhibit A; and

NOW THEREFORE, in consideration of the promises, covenants, and mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed that the contract will be amended as follows:

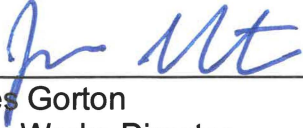
1. Amend Exhibit A, Scope of Services, to include additional services for the Cypress Creek Weir Project.
2. Increase the Agreement amount by \$65,248.00 for these additional services, resulting in a revised total contract value of \$528,616.00.
3. All remaining pricing, terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

(continued on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the date first set forth above.

REVIEWED BY

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



James Gorton
Public Works Director

Don G. Donaldson, P.E.
County Administrator

TETRA TECH

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**



Brian Proctor
Vice President

Elysse A. Elder
County Attorney



January 6, 2026

Mike Yustin
Senior Project Manager
Environmental Resource Division
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

RE: Change Order Request – Cypress Creek Floodplain Restoration Project

Dear Mike:

Tetra Tech is requesting additional funding to provide (1) additional permitting support and modeling efforts for the Cypress Creek Wier Project, (2) additional field work, and (3) additional survey work with Haley Ward and coordination for the Ordinary High Water Line (OHWL) Survey required for the project.

I. Task 1 - Permitting Support

The original permitting cost estimate was prepared for the project with assumptions that the South Florida Water Management District would review the permit application and process a General Permit for the restoration project. After submitting the application in January 2025, the SFWMD quickly indicated that an ERP would be required for the project. Subsequently, three (3) Requests for Additional Information (RAIs) have been received. Each RAI included unanticipated questions that are considered to be quite extensive for this type of wetland restoration project. A significant number of the questions were related to the modeling results and requests to perform future project modeling to compare to SFWMD's proposed structure (S-12) for their Loxahatchee River Watershed Restoration Project. The additional modeling resulted in several meetings and development of numerous graphics to provide assurances to the SFWMD and to respond to RAI questions.

II. Task 2 - Field Work

Additional field work was also required to respond to RAI questions. Three additional days of field work by two biologists including:

- A tree survey for the temporary and permanent impact areas proposed
- Threatened and endangered species surveys
- Hydrologic piezometer data collection

III. Task 3 - OHWL Survey

To support the upland and sovereign submerged lands easement survey/sketch that is needed by the Division of State Lands (DSL) and to determine if a flowage easement is needed over the SFWMD lands, an OHWL survey is required. Tetra Tech will subcontract with Haley Ward (formerly Betsy Lindsay Surveying) to perform the OHWL Survey for the project area and prepare a sovereign submerged land survey/sketch and description. The survey area will include the area between the location of the weir upstream to the I-95 corridor. Coordination with staff in Tallahassee has already occurred to ensure the methodology will be approved by DSL.

IV. ANTICIPATED SCHEDULE

Tetra Tech is working diligently to respond to the latest RAI from SFWMD and is supporting Haley Ward with SFWMD right of entry agreements for the OHWL Survey. Work will continue to proceed.

V. COMPENSATION SUMMARY

The total Time and Material, not to exceed, compensation for the additional Scope of Services described in Task 1 and 2 above is **\$60,298.00**

Title	Rate	Hours	Total
Sr Consultant ✓	\$290.00 ✓	8	\$2,320 ✓
Project Engineer ✓	\$245.00 ✓	68	\$16,660 ✓
Modeler/Scientist Senior Staffl ✓	\$150.00 ✓	227	\$34,050 ✓
Scientist Staff VIII (GIS) ✓	\$140.00 ✓	2	\$280 ✓
Scientist Senior Staff II ✓	\$160.00 ✓	20	\$3,200 ✓
Scientist Planner ✓	\$199.00 ✓	8	\$1,592 ✓
Senior Consultant ✓	\$245.00 ✓	8	\$1,960 ✓
Project Support Svcs ✓	\$118.00 ✓	2	\$236 ✓
Total Task 1 and 2			\$60,298 Ⓟ

The compensation will be invoiced monthly using the labor hours expended.

The OHWL Survey (Task 3) will be invoiced as lump sum by Haley Ward.

Task 3	Total Cost
OHWL Survey (Haley Ward)	\$4,500 ✓
5% Fee	\$450 ✓
Total	\$4,950 ✓

Tetra Tech is requesting additional funding to provide additional permitting support services, modeling and OHWL survey for total change request of **\$65,248**.

I. Summary

Original Contract Sum	\$299,045
Net Change by Previously Authorized Change Orders	\$164,323
Contract Sum Prior to This Change Order	\$463,368
Amount of this Change Order	\$ 65,248
New Contract Sum	\$528,616

We appreciate the opportunity to submit this change order request and look forward to finalizing the permitting and design for the Cypress Creek Floodplain Restoration Project.

Sincerely,



Georgia Vince



December 16, 2025

Tetra Tech
Ms. Georgia Vince
VIA email: Georgia.Vince@tetrattech.com

Re: Cypress Creek

Dear Ms. Vince.:

Haley Ward is pleased to provide this proposal for survey support of the Cypress Creek Submerged Easement , in Martin County Florida .

SCOPE OF SERVICES

Task 1 | Locate the ordinary high water line of that portion of cypress creek from I-95 to the new wier. Prepare a sovereign submerged land survey/sketch and description in accordance with SLER 0960 to support a public easement .

COMPENSATION

We propose to undertake the above Scope of Service for the **lump sum project fee as follows:**

Compensation Fee

TASK #	TASK DESCRIPTION	LUMP SUM
1	Locate OHW and prepare	\$4,500.00
	TOTAL	\$4,500.00

The fees includes labor and report preparation. Costs for this project will be invoiced monthly, based upon the work completed during the invoice period.

Lump sum fees shall be billed monthly on a percentage of completion basis. Time and materials (T&M) estimates shall be billed based on current standard rates. We will not exceed the T&M estimated fee without prior written or verbal authorization from Client. Lump sum fees may only be increased based on changes or additions to the proposed Scope of Services.

These costs do not include application fees, advertising fees, or other fees charged by the Municipal, State, or Federal agencies.

Haley Ward prepared the projected cost estimate based on our understanding of your project and similar projects. These costs include all charges for labor, materials, expenses, production,



communication, and other cost necessary to perform the indicated service. Invoices for services will be issued monthly based on the attached Schedule of Charges for personnel for actual time expended, plus reimbursement of direct expenses incurred. It is also agreed that the Schedule of Charges will remain firm for any phase of services authorized and performed prior to December 1, 2025. Beyond that date, however, we reserve the right to adjust the schedule to reflect then current wage and cost conditions.

IMPLEMENTATION

Work will be scheduled as soon as possible after receiving your authorization to proceed. During the course of the project, a minimum of two business days' notice will be required for scheduling.

AUTHORIZATION

If this proposal is acceptable to you, please sign in the approval block and return a signed copy for our files. Haley Ward is prepared to initiate work on this project upon receipt of a signed copy of this proposal. Out of scope services will not be performed without your prior written approval. Furthermore, your authorization will signify your acceptance of the attached Terms and Conditions.

If you have any questions concerning this proposal or if additional services are needed, please contact either of the undersigned at (772) 462-2455. We appreciate this opportunity to be of service to you.

Sincerely,
Haley Ward, Inc.

Elizabeth A. Lindsay, P.L.S.,
Stuart Survey Manager

Acceptance and Authorization to Proceed on behalf of "Tetra Tech":

Signature: _____ Billing Address: _____

Printed Name: _____ City/State/ZIP: _____

Date: _____ Email (Optional): _____

Phone: _____ Fax: _____