MASTER AGREEMENT
BETWEEN
CITY OF STUART, FLORIDA
AND
EW CONSULTANTS, INC.

FOR
CONTINUING PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

THIS IS AN AGREEMENT made as of January 23, 2008, between the City of Stuart, Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994 (CITY) and EW Consultants, Inc., 2081 SE Ocean Boulevard, Suite 2B, Stuart, Florida 34996 (CONSULTANT).

WHEREAS, the CITY has advertised for continuing professional environmental consulting services for assignment by the City Public Works Director or the City Development Director for the provision of miscellaneous environmental projects; and

WHEREAS, pursuant to Section 287.055 Florida Statues, Consultants' Competitive Negotiation Act (CCNA), and the applicable procedures of the CITY, the CITY selected the CONSULTANT to provide said environmental services as provided herein on a continuing contract basis; and

WHEREAS, the CONSULTANT is willing and able to perform the such environmental services for the CITY within the basic terms and conditions herein set forth; and

WHEREAS, the purpose of the AGREEMENT is intended to set forth certain terms and conditions which shall be incorporated into subsequent "PROJECT AUTHORIZATIONS" for specific projects or services when required by the CITY.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, it is hereby agreed that the CONSULTANT shall serve as the CITY's non-exclusive professional consulting representative for those assignments that are the subject of a PROJECT AUTHORIZATION issued pursuant to the terms of this AGREEMENT and will give consultation and advice to the CITY during the performance of the service on the terms and conditions herein after set forth.

SECTION 1

BASIC SERVICES OF CONSULTANT

1.1. General

1.1.1. CONSULTANT shall provide for CITY professional consulting services in all phases of any Project for which a PROJECT AUTHORIZATION has been issued by the CITY pursuant to this Agreement as hereinafter provided. These services will include serving as CITY's professional consulting representative for the Project, providing professional consulting consultation and advice and furnishing customary environmental services and customary services incidental thereto as described in the PROJECT AUTHORIZATION.

1.1.2. Assignment of tasks to the CONSULTANT will be at the sole discretion of the CITY. CONSULTANT agrees to assist the CITY to conform to the annual budget amount for general Consulting work as established by the CITY. Work performed under this task shall be by Project Authorization describing the Scope, Schedule and Budget for each Project. The format for a Project Authorization shall be provided by the CONSULTANT. The CITY may choose to select any other firm or use in-house staff to perform any of the items described in this document in whole or in part in accordance with the Consultants' Competitive Negotiation Act (CCNA). Project assignments will be subject to scope definition on a task-by-task basis. Services will be completed in a timely manner and as agreed to in writing between the CITY and CONSULTANT prior to beginning of any work.

1.1.2.1. **Environmental Consulting Services** - Provide Environmental Consulting Services as required by the CITY. Provide Professional Continuing Environmental Consulting Services for the environmental audits of development packages, environmental code revisions, environmental site assessments, preliminary wetland and protected species assessments, permitting and general consultation and coordination. Provide Professional Continuing Environmental Consulting Services for the Public Works Department to include all of the above and wetland and preserve area management. CONSULTANT will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances.

1.1.2.1.1. Provide environmental code revisions as directed by the CITY

1.1.2.1.2. Provide environmental site assessments, phase 1 and phase 2

1.1.2.1.3. All completed projects shall include a minimum of five (5) hard copy

reports signed and sealed by the Professional in responsible charge.

1.1.2.2. Shall provide environmental audits of development packages

1.1.2.3. Staff Assistance - Provide assistance and consulting advice to CITY staff.

1.1.2.4. Meetings and Representation - Attend meetings on behalf of and represent the CITY on technical issues as requested.

1.1.2.5. Additional Services - Arrange for additional professional or technical services as may be required by the CITY and direct/coordinate the work effort of those other technical consultants hired by the CITY.

1.1.2.6. This Section Not Used

1.1.2.7. "Events Records " - CONSULTANT shall maintain a written record of CONSULTANT's knowledge of events which would be of interest or concern to the CITY and advise CITY thereof as appropriate as to action needed in response thereto including but not limited to testing requirements, regulatory reports and general information reports.

1.1.3. This Section Not Used

1.1.4. CONSULTANT is the only party with which the CITY is in privity, and shall be responsible to CITY for the quality of such consulting work and for compliance with the terms of this AGREEMENT.

SECTION 2

ADDITIONAL SERVICES OF CONSULTANT

2.1. General

If requested by CITY and agreed to in a "PROJECT AUTHORIZATION," CONSULTANT shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. These services may include, but are not necessarily limited to, the following:

2.1.1. Preparation of supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of survey documents prepared by others; and assistance in obtaining approval of authorities having jurisdiction over the Project.

2.1.2. Planting or removal of wetland vegetation at designated City Owned properties

2.1.3. Services resulting from significant changes in the general scope, extent, or character of the Project or its design including, but not limited to, changes in size, complexity, CITY'S schedule, character of construction, or method of financing; and revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond CONSULTANT'S control.

2.1.4. This Section Not Used.

2.1.5. This Section Not Used.

SECTION 3

CITY'S RESPONSIBILITIES

CITY shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1. Provide all criteria and full information as to CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CITY will require to be included in the Drawings and Specifications upon request by the CONSULTANT.

3.2. Assist CONSULTANT by placing at CONSULTANT'S disposal available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish to CONSULTANT, as required for performance of CONSULTANT'S Basic Services, any of the following in the possession of the CITY and available:

3.3.1. Data prepared by or services of others, including without limitation, borings, probing, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.3.2. Environmental assessment and impact statements;

3.3.3. Property, boundary, easement, right-of-way, topographic and utility surveys;

3.3.4. Property descriptions; and

3.3.5. Zoning, deed and other land use restriction.

3.4. If and when requested by the CONSULTANT, arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.

3.5. Administer pre-bid conferences, bid openings, pre-construction conferences, construction progress, and other job-related meetings, substantial completion inspections, and final payment inspections.

3.6. Give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect or non-conformance in the work of any Contractor.

3.7. Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in Section 2 of this AGREEMENT or other services as required.

3.8. Sign permit applications as CITY and provide permit fees to regulatory agencies for projects initiated by the CITY. Such agencies include but are not be limited to FDEP, SFWMD, FDOT, and USCOE.

3.9. Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4

PERIOD OF SERVICE

4.1. Term of Agreement

This AGREEMENT shall take effect at such time all required documents have been properly executed by the respective parties and have been approved by the City Attorney as consistent in all respects with the terms of the AGREEMENT. The obligation to provide professional services under this agreement may be terminated with or without cause by either party upon thirty days' written notice to the other party.

4.2. Project Authorization

Each "PROJECT AUTHORIZATION" shall specify the Period of Service agreed to by CITY and CONSULTANT for services to be rendered under said "PROJECT AUTHORIZATION".

SECTION 5

CITY'S DESIGNATED REPRESENTATIVE

5.1. It is understood and agreed that the CITY designates its Directors of Public Works and Development to represent the CITY in all technical and administrative matters pertaining to and arising from the work and performance of this contract.

5.2. The authority of the representative shall include, but not be limited to, the following:

5.2.1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions pertaining thereto within a reasonable time so an not to materially delay the work of the CONSULTANT.

5.2.2. Transmission of instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this contract.

5.2.3. Give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any defects or changes necessary in the project.

SECTION 6

PAYMENT TO CONSULTANT

6.1 CITY will compensate CONSULTANT for services under "PROJECT AUTHORIZATION." The fee due to CONSULTANT shall be set forth in each "PROJECT AUTHORIZATION".

6.1.1 CONSULTANT shall be reimbursed only for approved out pocket expenses directly chargeable to the project, at actual cost incurred. Reimbursable expenses will include travel, lodging, meals, long distance communications, postage, shipping, reproductions, and approved subcontracted services when traveling at the CITY'S request and on the CITY's behalf. These expenses shall conform to rates and allowances set forth in Section 112.061, Florida Statutes regarding per diem and traveling expenses. Reproduction costs and special materials expenses not applicable to general overhead shall be reimbursed at actual cost.

6.2. Progress payments shall be due and payable monthly in proportion to the percentage of Consulting work approved and accepted by the CITY, in writing, based on said "PROJECT AUTHORIZATION" fee provided, however, that no more than 90% of each progress payment for each Activity shall be paid until completion of such Activity.

6.3. Payments shall be established for each PROJECT AUTHORIZATION. Payment may be made using one of the following two formats: Lump Sum; or Time & Expenses with a Budget Estimate.

6.3.1. Lump Sum fees are fixed amounts to be paid for the services indicated. Payment shall be made based on the projected percent complete.

6.3.2. Time & Expenses fees are amounts to be paid for the services indicated based on the estimated effort (man-hours) and the CONSULTANT's current Hourly Rate Schedule, which may be adjusted annually. All Time & Expense fees quoted in advance of the work being performed are estimates. The CONSULTANT shall not exceed the estimate without prior notification to the CITY in writing.

6.4. Invoices shall be sent to CITY by CONSULTANT covering periods of not less than a month. Invoices shall be prepared in CONSULTANT'S style and format. If CITY requires a different style or format, which requires additional preparation time by CONSULTANT, then CITY shall compensate CONSULTANT for that additional effort at the prevailing rate for personnel performing the work.

6.5 CONSULTANT shall execute a "truth-in-negotiation" certificate if required by the CCNA in accordance with Sec. 287.055(5)(a) of Florida Statutes.

6.6 CONSULTANT shall maintain accounting records, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. These records will remain available for examination and copying by the CITY for a period of five (5) years after payment of the invoiced amount.

6.7 CONSULTANT shall submit a detailed invoice including, but not limited to, hours worked by each person assigned to the Project, date worked and all ancillary expenses incurred and by whom.

SECTION 7

INDEMNITY AND INSURANCE

7.1. General

CONSULTANT shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby

acknowledged by CONSULTANT.

CONSULTANT shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

7.2. Status of Claim

The CONSULTANT shall be responsible for keeping the CITY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this AGREEMENT. The CONSULTANT shall send notice of claims related to work under this AGREEMENT to the CITY. Copies of the notices shall be sent to:

Director of Public Works	Development Director
City of Stuart	City of Stuart
121 S.W. Flagler Avenue	121 SW Flagler Avenue
Stuart, Florida 34994	Stuart, Florida 34994

7.2.1. The CONSULTANT shall procure and maintain, during the life of this contract, Worker's Compensation as required by Florida Statutes for all of his employees engaged in work on the project under this contract.

7.2.2. CONSULTANT shall procure and maintain insurance policies with at least the following coverage and amounts, during the life of each "PROJECT AUTHORIZATION:"

7.2.2.1. General Liability Insurance.

In a combined single limit of $1,000,000 each occurrence and $2,000,000 aggregate.

7.2.2.2. Automobile Liability Insurance.

In a combined single limit of $1,000,000 each occurrence.

7.2.2.3. Professional Liability Insurance.

In a combined single limit of $1,000,000 each occurrence and $2,000,000 aggregate.

7.2.3. The CONSULTANT shall furnish to the CITY Certificates of Insurance allowing thirty (30) days notice for any change, cancellation, or non-renewal.

If the insurance policies expire during the terms of the Contract, a renewal

certificate or binder shall be filed with the CITY fifteen (15) days prior to the renewal date.

7.2.4. As individual PROJECT AUTHORIZATIONS are issued by the CITY pursuant to this AGREEMENT, the limits of insurance required by this SECTION may be increased at the discretion of the CITY. In such event, the additional premium cost, if any, shall be determined and the burden of such cost negotiated in good faith by the CITY and the CONSULTANT.

7.2.5. The plans and specifications and other contract documents to be prepared by CONSULTANT pursuant to this AGREEMENT shall require the insurance of liability of the person, firm or corporation which would, as contractor, perform the work described in such plans and specifications. The amounts of insurance shall be determined by the CITY. The CITY shall be named as "additional insured" with regard to the coverage of such policies of insurance.

SECTION 8

WORK COMMENCEMENT / PROGRESS / DELAYS

8.1 The services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of each "PROJECT AUTHORIZATION" and upon written notice from the Director of Public Works. Services will be completed and submitted to the CITY as specified in each "PROJECT AUTHORIZATION."

8.2 The CONSULTANT agrees to provide a schedule for performance of the contracted services, with milestones for significant elements, within 15 days of receipt of Notice to Proceed and, thereafter, to provide monthly Project Schedule Progress reports. The CITY will be entitled at all times to be advised, in writing, at its request, as to the status of work being done by the CONSULTANT and of the details thereof.

8.3 In the event there are delays on the part of the CITY or regulatory agencies as to the approval of any of the plans, permits, and drafts of special provisions submitted by the CONSULTANT which delay the Project Schedule completion date, the CITY, shall grant to the CONSULTANT, in writing, an extension of the contract time for each "Special Authorization" equal to the aforementioned delays. The CITY shall be solely responsible for determination of whether any extension of contract time should be awarded to the CONSULTANT.

8.4 The CONSULTANT shall maintain an adequate and competent staff of professional CONSULTANTs, technicians, and support staff personnel within the State of Florida to assist in performing the work.

8.4.1. All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person in the full employ of the CONSULTANT and duly registered in the State of Florida.

8.5 The Schedule or terms of completion for the performance of services under this MASTER AGREEMENT shall be as specified in the PROJECT AUTHORIZATIONS. In the event that CONSULTANT estimates that it will fail to meet a mutually agreed upon schedule or time of completion and does not propose a solution satisfactory to the CITY, the CITY may require CONSULTANT to implement any or all of the following:

8.5.1. Extend its services day to 10 hours or more;

8.5.2. Extend its services week to 6 or 7 days;

8.5.3. Increase the work force; and

8.5.4. Provide and utilize additional equipment and facilities CONSULTANT will continue the accelerated services until such time as CITY determines that progress conforms to the scheduled completion time. All additional costs of the accelerated effort will be borne solely by the CONSULTANT unless a change in the PROJECT AUTHORIZATION can be shown.

SECTION 9

STANDARDS OF CONTRACT

9.1. The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this contract.

9.2. Standard of Conduct or Conflict of Interest.

9.2.1 The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes (2007), as amended from time to time, as the same relates to public employees, and regarding work performed under the contract, which standards will by reference be made a part of this contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to work performed.

9.2.2 The CONSULTANT shall provide Professional Environmental Services exclusively on behalf of the CITY for any assigned project that occurs within the territorial boundaries of the CITY. CONSULTANT shall not provide Professional Environmental Services on behalf of any entity in relation to any request for approvals or authorizations from the City.

9.2.3 The CONSULTANT shall have an affirmative duty to disclose, in writing, any professional relationship, contract or employment with any entity requesting approvals or authorizations from the city, as soon as the same shall be known by the CONSULTANT.

9.3. The CITY reserves the right to cancel and terminate this contract, without penalty, in the event that the CONSULTANT is indicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the CITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Section 6 hereof. The CITY also reserves the right to terminate and cancel this contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or should an assignment be made for the benefit of creditors.

9.4. CONSULTANT undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. CITY shall have no right to supervise the methods used, but CITY shall have the right to observe such performance. CONSULTANT shall work closely with CITY in performing services under this AGREEMENT.

9.5. CONSULTANT shall consider all information provided by CITY and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the CONSULTANT'S performance of the services to be proprietary unless such information is available from public sources. CONSULTANT shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of CITY or in response to legal process.

9.6. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of the AGREEMENT. Any void provision shall be deemed severed from the AGREEMENT and the balance of the AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform the AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

9.7. Neither CITY nor CONSULTANT shall be considered to be in default of this

AGREEMENT if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event, which results in the prevention, or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or CONSULTANT under this AGREEMENT, strikes, work slowdowns, or other labor disturbances, and judicial restraint. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the non-performing party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require CONSULTANT or CITY to prevent, settle, or otherwise avoid a strike, work slowdown, or the labor action. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, given written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

SECTION 10

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

10.1. The CONSULTANT shall comply with all Federal, State and Local Laws, Ordinances, Rules and Regulations applicable to the work or payment for work thereof, and shall not discriminate on the ground of race, color, religion, sex, or national origin in the performance of work under this contract.

10.2. CONSULTANT shall make application to procure the permits, certificates, and licenses necessary to allow CONSULTANT to perform the services. CONSULTANT shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT.

SECTION 11

ASSIGNABILITY

11.1 The CONSULTANT shall not assign any interest in this contract, and shall not transfer

any interest in the same (whether by assignment or novation) without the prior written approval of the CITY, provided that claims for the money due or to become due to the CONSULTANT from the CITY under this contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 12.

EXHIBITS

The following Exhibits are attached to and made a part of this Contract:

"Exhibit A" - "Proposal as Submitted by Professional and Accepted by City"

"Exhibit B" - "Original Request for Proposal, including two (2) Addenda as Issued by City"

"Exhibit C" - "Professional's Personnel Hourly Rate Schedule."

"Exhibit D" - "Insurance and Indemnification."

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

This AGREEMENT constitutes the entire AGREEMENT between the CITY and CONSULTANT.

IN WITNESS WHEREOF, these parties hereto have accepted, made and lawfully executed this AGREEMENT between the City of Stuart, Florida, and EW Consultants, Inc. on the date first above written for the provision of miscellaneous environmental consulting projects.

OWNER

CITY OF STUART, FLORIDA

Jeffrey A. Krauskopf
Mayor

Cheryl White
City Clerk

APPROVED AS TO FORM:

Paul Nicoletti
City Attorney

CONSULTANT

EW Consultants, Inc.
(Printed Name of Firm)

(Signature of Principal)

EDWARD R. WEINBERG
(Printed Name of Principal)

1/15/08
(Date)

"Exhibit A"

"Proposal as Submitted by Professional and Accepted by City"

"Exhibit B"

"Original Request for Proposal, including two (2) Addenda as Issued by City"

"Exhibit C"

"Professional's Personnel Hourly Rate Schedule."

City of Stuart, Florida

Professional Environmental Consulting Services

EW Consultants, Inc.
Stuart, Florida

CORRADINO

REI #2007-63
October 10, 2007

NATURAL RESOURCE MANAGEMENT, WETLAND, AND ENVIRONMENTAL PERMITTING SERVICES

EW CONSULTANTS, INC.

Mr. Charles T. Iverson, Purchasing Manager
City of Stuart Department of Financial Services
Purchasing Office
121 SW Flagler Avenue
Stuart, FL 34994

RE: RFQ #2007-63, Professional Environmental Consulting Services

Dear Mr. Iverson:

EW Consultants, Inc. along with the Corradino Group are pleased to submit this proposal for provision of Professional Environmental Consulting Services for the City of Stuart. As you know, we have a long and established history of providing high quality responsive environmental consulting services to the City for more than seven years. These services have included assistance with development of the Resource Protection Code, environmental review of land development proposals, and assistance with management and establishment of the City's Haney Creek Watershed Restoration and Trail System project.

The enclosed proposal package provides our approach to delivering the required Scope of Services specified in the RFQ, along with our professional qualifications, past performance, and a summary of our familiarity with the local conditions. We feel that EW Consultants, Inc. is uniquely qualified in the natural resources field through our collection of professionals who provide broad experience in biology, ecology, oceanography, water quality evaluation and analysis, environmental planning, and regulatory interaction. In order to strengthen our team in the field of contamination assessment, evaluation, and remediation, we have added The Corradino Group, an engineering and environmental consulting firm with considerable background and experience in Phase I and Phase II site assessments.

Our past performance summarized in the proposal materials demonstrates the breadth of our experience within the environmental consulting field and specifically in the Treasure Coast region. We have demonstrated success in all the areas requested in the Scope of Services and if selected by the City of Stuart, will continue to do so on the City's behalf.

2081 SE OCEAN BLVD., SUITE 2B • STUART, FL 34996 772-287-8771 • FAX 772-287-2988
www.ewconsultants.com

Addendum #1 to the REI #2007-63 was issued on September 26, 2007 and an executed acknowledgment is enclosed as required. The addendum asks whether our firm would be willing to enter into an exclusive contract with the City of Stuart that would preclude the firm from representing any developer who might bring actions before the Stuart City Commission. With the exception of current contractual obligations, EW Consultants, Inc. will agree to such an exclusive contract. In two cases, we are under contractual obligation to developers on projects within the City. If selected, it would be a conflict of interest to provide review of their applications on behalf of the City and thus we would recuse ourselves from those two projects. However, from the date of selection forward, we will not engage in any consulting services to any other developers within the City for the full period of the contract and any optional renewals that are executed. As such, there is no clause proposed or necessary regarding actual or perceived conflict of interest.

I can say with great confidence that no one is more familiar with the local conditions than we are at EW Consultants, Inc. Our office is located within the City limits less than two miles from downtown. We are proud corporate citizens of the City of Stuart. We assisted in the formulation of the City's first Resource Protection Code, we have assisted with development review, and have been involved with development and establishment of the Haney Creek Watershed Restoration and Trail System project from its inception. In addition, outside of our professional work, our firm and staff are active participants in not-for-profit groups in the City such as The St. Lucie River Initiative, The Arts Council, the Business Development Board, and other related civic groups. We are most familiar with the critical elements necessary to deliver timely, seamless, and cost effective environmental consulting services to the City of Stuart.

Through our demonstrated track record of success in serving the City of Stuart in the capacity of environmental consultant over the past several years, EW Consultants, Inc. remains committed to providing our services in a timely and cost effective manner. Because the City of Stuart is such a valued Client and we understand and share the challenges it faces in these times, we will make every effort to continue identifying opportunities to apply creative and innovative solutions to save the City time and money in relation to their environmental and natural resource protection programs.

We look forward to the opportunity to continue serving the City of Stuart as your Professional Environmental Consultants.

Sincerely,
EW Consultants, Inc.

Edward R. Weinberg
President

CONSULTANTS, INC.

Professional Commitment and Acknowledgment

We have read and understand the Master Agreement form provided in REI #2007-63 and are prepared to adopt the Master Agreement without revision. On October 3, 2007 we received Addendum # 2 to REI #2007-63 which provided a revised Section 7.1 for the Master Agreement regarding indemnification. We have read that revised section and have indicated agreement with this revision by the enclosed signed acknowledgment of the addendum. In accordance with the requirements of Addendum #2, we have discussed the revised indemnification clause with our current liability insurance carrier and they will cover the clause under our existing professional liability insurance.

The REI #2007-63 includes a specific insurance requirement that the selected consultant shall obtain, prior to award, Errors and Omissions insurance with a minimum limit of $1,000,000 and that the City will be included as an additional insured. EW Consultants, Inc. has coverage exceeding these minimum limits in place, will continue to do so, and will name the City as an additional ensured as necessary to afford protection to the City. The body of the Master Agreement also has minimum coverage requirements for general liability and automobile liability which our existing coverages meet or exceed.

Addendum #1 to the REI #2007-63 was issued on September 26, 2007 and an executed acknowledgment is enclosed as required. The addendum asks whether our firm would be willing to enter into an exclusive contract with the City of Stuart that would preclude the firm from representing any developer who might bring actions before the Stuart City Commission. With the exception of current contractual obligations, EW Consultants, Inc. will agree to such an exclusive contract. In two cases, we are under contractual obligations to developers on projects within the City. If selected, it would be a conflict of interest to provide review of their applications on behalf of the City and thus we recuse ourselves from those two projects. However, from the date of selection forward, we will not engage in any consulting services to developers within the City for the full period of the contract and any optional renewals that are executed. As such, there is no clause proposed or necessary regarding actual or perceived conflict of interest.

2081 SE OCEAN BLVD., SUITE 2B • STUART, FL 34996 772-287-8771 • FAX 772-287-2983
www.ewconsultants.com

City of Stuart
300 S. W. St Lucie Avenue • Stuart • Florida 34994
Telephone (772) 288-5320

Department of Financial Services

Purchasing Division
Terry Iverson, Purchasing Manager

Fax: (772) 600-1202
tiverson@ci.stuart.fl.us

Date: September 26, 2007

To: All Prospective Respondents

Subj: Addendum #1 to REI #2007-63, Professional Environmental Consulting Service

---

ADDENDUM #1

This addendum is issued to disseminate the following inquiry and to direct respondents to answer the questions in their "Transmittal Letter" section of the responses.

Would your firm be willing to enter into an exclusive contract with the City of Stuart that would preclude your firm from representing any developer who might bring actions before the Stuart City Commission?

If not, please propose a contract clause under which your firm would be willing to work which would guarantee there would be no actual or perceived conflict of interest.

All other terms and conditions remain the same. This Addendum must be acknowledged, signed and returned with your submittal. Failure to comply may result in disqualification of your proposal.

Sincerely,

Charles T. Iverson
Purchasing Manager
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to REI #2007-63, Professional Environmental Consulting Services:

Signature

10/10/07
Date

EW CONSULTANTS, INC.
Firm

City of Stuart
300 S. W. St Lucie Avenue • Stuart • Florida 34994
Telephone (772) 288-5320

Department of Financial Services

Purchasing Division
Terry Iverson, Purchasing Manager

Fax: (772) 600-1202
tiverson@ci.stuart.fl.us

Date: October 3, 2007

To: All Prospective Respondents

Subj: Addendum #2 to REI #2007-63, Professional Environmental Consulting Service

---

ADDENDUM #2

This addendum is issued to revise the proposed agreement included in the solicitation package as Section VI.

Delete in its entirety subparagraph 7.1 **General** of Section 7. Indemnify and Insurance of the proposed agreement. Replace with the revised subparagraph **7.1 General** of Section 7. Indemnify and Insurance as follows:

7.1. General

CONSULTANT assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the CONSULTANT or CONSULTANT'S employees, and CONSULTANT shall to the fullest extent allowed by law defend, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by CONSULTANT.

CONSULTANT shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

All other terms and conditions remain the same. This Addendum must be acknowledged, signed and returned with your submittal. Failure to comply may result in disqualification of your proposal.

Sincerely,

Charles T. Iverson
Purchasing Manager
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #2 to REI #2007-63, Professional Environmental Consulting Services:

Signature

10/10/07
Date

EW CONSULTANTS, INC.
Firm

SECTION 1 – SCOPE OF SERVICE

EW Consultants, Inc. has reviewed the scope of services as provided in the REI and believe we are uniquely qualified to provide the City of Stuart with these services. The following summary highlights how the proven approach of EW Consultants, Inc. will provide the City with completion of the required deliverables prescribed by the scope of services.

A. **Environmental audits of development packages** – EW Consultants, Inc. has been providing these services to the City of Stuart for over three years for residential, mixed use, commercial, and industrial development proposals. We have provided continuity of natural resource development review through changes in City staff over that time and continue to work closely with City Community Development Department staff to assist with environmental reviews in a timely and accurate manner.

B. **Environmental code revisions** – EW Consultants, Inc. provided consulting services and assistance to City Community Development Department staff in drafting the current Resource Protection Code. We coordinated closely with state and federal agencies in developing code language that avoided redundancy with existing regulatory programs, minimized staff expenses, and provided appropriate protection for the City's natural resources.

C. **Environmental site assessments, phase 1 and phase 2** – For these services, EW Consultants, Inc. has teamed with the Corradino Group. The Corradino Group has extensive experience with Phase I, II, and III site assessments and remediation, having been nationally recognized by the U.S. Environmental Protection Agency for their successful efforts. Together, EW Consultants, Inc. and The Corradino Group can meet all of the City's needs regarding Phase I and Phase II Environmental Site Assessments.

D. **Preliminary wetland and protected species assessments** – Due diligence level evaluations and understanding and interpreting the regulatory implications from these assessments is a significant strength of the EW Consultants, Inc. team. We are located within the City limits, only minutes from any site to be evaluated. Our combination of specialized field biologists and experienced senior staff provides the ideal combination to identify potential natural resource-related concerns and provide conservative guidance for protection and management of these resources.

E. **Environmental permitting** – EW Consultants, Inc. has vast experience in environmental permitting throughout the Treasure Coast Region. Our project experience is dominated

by complex environmental permitting efforts provided on behalf of public and private clients. We will provide the City with the benefit of our years of experience and relationship-based approach to assist the City of Stuart succeed in any necessary environmental permitting efforts.

F. **Wetland and preserve area management** – EW Consultants, Inc. has a proven track record as the City of Stuart's lead consultant in managing the largest natural area project within the City limits. The Haney Creek Watershed Restoration/Trail System project was designed in consultation with local engineers, state and federal regulatory agencies, EW Consultants, Inc. staff and the City of Stuart Public Works and Community Development staff. EW Consultants, Inc. has provided the day to day management needed to restore native habitats and maintain them free of problems such as nuisance and exotic vegetation. In addition, we have provided successful monitoring reports to the regulatory agencies over the past three years for the Haney Creek project.

G. **General consultation and coordination** – The EW Consultants, Inc. team includes senior staff members who have established long standing positive relationships with City staff and administrators. These relationships allow us to provide the City with a range of environmental and natural resource-related consultations included within the broader context of land use and urban planning principles. We have a proven record of effective coordination with your staff and administration and look forward to continued success in the future.

SECTION IIA - EW CONSULTANTS, INC. PROFESSIONAL QUALIFICATIONS

EW Consultants, Inc. is a company of nine environmental and natural resource professionals with expertise in a wide variety of environmental realms. We specialize in natural resource assessments, wetland delineation, listed species surveys, wetland and upland monitoring, natural resource and land management, multi-agency governmental coordination, permit monitoring and compliance, vegetation inventories, and permitting at the local, state, and federal levels. EW Consultants, Inc. personnel have been involved in over 300 diverse environmental projects throughout the State of Florida, with particular emphasis on Martin County and the Treasure Coast region. These projects require close coordination with the applicable permitting agencies. In the City's case, coordination with Martin County, the South Florida Water Management District, the Florida Fish and Wildlife Conservation Commission, the Florida Department of Environmental Protection, and the U.S. Army Corps of Engineers has been and will continue to be paramount.

As with our past six years as environmental consultants to the City of Stuart, EW Consultants, Inc. will continue in its collaborative approach to address on-going natural resource-related issues as well as those that may arise in the future. We have teamed with the City and their partners to collectively strategize on environmental matters, particularly as they relate to regulatory actions. We have successfully worked with the City on a number of issues, including the Haney Creek Watershed Restoration/Trail System Project and the Haney Creek Watershed Preserve Mapping. For the upcoming contract period, we expect to continue to effectively address existing and future natural resource management and permitting issues. We also have the skills and experience to lead efforts to obtain funding for the City from regional, state, and federal sources, which include the Indian River Lagoon license plate program, the St. Lucie River Initiative, the South Florida Water Management District Alternative Water Supply Funding Program, Florida Communities Trust, as well as other funding sources that are designed to enhance and restore the natural resources of the Treasure Coast region.

EW Consultants, Inc. has the capacity to meet the City's environmental consulting needs largely as a sole entity. The combined experience of the EW Consultants, Inc. personnel totals over 60 years in professional wetland and upland habitat consultation. With four masters degree-level staff in the environmental sciences or environmental management, our staff training and experience focuses on the natural resource protection and management most important to the City's needs. Additionally, we have in-house AutoCADD capabilities with over 20 years combined experience, and have provided the City with valuable natural resource mapping in the past.

The primary individuals who would be responsible for executing or supervising the work are: Edward Weinberg, President; Paul Ezzo, Project Planner; Suzanne Giles Simon, Environmental Scientist; and Arnaud Roux, Environmental Scientist. In addition, we have teamed with the Corradino Group to supplement our in-house experience and capabilities. Resumes for EW Consultants, Inc. key staff members and information regarding the Corradino Group are provided below.

CONSULTANTS, INC.

EDWARD R. WEINBERG, PRESIDENT

EDUCATION
M.S.Oceanography, Florida Institute of Technology, 1987
B.S. Biology (cum laude), St. Bonaventure University, 1985

ADDITIONAL TRAINING AND LICENSES
Certified Professional Wetland Scientist (#000670)
U.S. Army Corps of Engineers Certified Wetland Delineator, Jacksonville District

QUALIFICATIONS AND EXPERIENCE
Mr. Weinberg is an environmental professional with broad knowledge in freshwater and terrestrial systems. With twenty years of practical experience, he has participated in a wide variety of assessments, permitting, and regulatory projects. A biologist and regulatory specialist with substantial field experience in Florida's native habitats, especially wetland systems, he founded EW Consultants, Inc. to specialize in the identification and evaluation of natural resource issues and their relationship to Florida's regulatory climate.

He leads the current environmental consulting efforts for the City of Stuart. In that capacity, he oversees the implementation of the City's code through project reviews and plays a key role in decision making regarding project direction and management. His long-standing history with City staff has allowed him to develop effective working relationships that, in turn, result in demonstrated successful projects.

Mr. Weinberg's experience includes delineation of wetlands, native habitat, and wildlife evaluation on more than 25,000 acres throughout Florida. This experience has included everything from preliminary due diligence evaluation to highly complex permitting efforts. The field information has been used to develop management plans for wetland and upland systems, prepare maps for environmental acquisition projects, and to support permit applications and project planning.

Since the formation of EW Consultants, the firm has focused its practice on developing strong working relationships with natural resource agency staff throughout the regulatory community on the local, state, and federal levels. This approach, along with thorough natural resources analysis and evaluation has led to continued success for EW Consultants' clients in achieving their project objectives. The myriad environmental regulatory programs and concerns of the citizens in Florida result in a complex process for achieving project success and protecting its natural resources.

d Weinberg resume (cont.)

ROFESSIONAL AFFILIATIONS

orida Academy of Sciences
ociety of Wetland Scientists
ational Association of Environmental Professionals
orida Association of Environmental Professionals
nerican Water Works Association
nerican Desalting Association
easure Coast Builders Association

IVIC ACTIVITIES

. Lucie River Initiative, Board of Directors
usiness Development Board of Martin County, President 1999-2000
artin County Leadership, Class of 1992-93
conomic Council of Martin County, 1995-present, Chairman 2007

PAUL EZZO, PROJECT PLANNER

EDUCATION

M.S. City and Regional Planning, University of North Carolina at Chapel Hill, 1989
B.S. Social Science, The Florida State University, 1987

ADDITIONAL TRAINING AND LICENSES

American Institute of Certified Planners - Certified Planner

QUALIFICATIONS & EXPERIENCE

Mr. Ezzo is an environmental planner with more than 17 years of experience, including both government and private consulting positions, who possesses a unique combination of extensive environmental and natural resource experience as well as a formal education and certification in city and regional planning. As a senior planner with the South Florida Water Management District (SFWMD), his responsibilities included review of local government comprehensive plan amendments, Evaluation and Appraisal Reports, as well as extensive intergovernmental coordination with Martin and St. Lucie Counties and the Treasure Coast Regional Planning Council. Mr. Ezzo helped establish the Martin/St. Lucie Service Center for the SFWMD in 1995, and performed duties from that office which included contract administration and local government coordination. He was responsible for administering several millions of dollars of grant funding to local governments and utilities while at the SFWMD. In addition, his role at the District resulted in substantial involvement in community outreach and inter-agency communication with regard to water releases from Lake Okeechobee and hurricane preparedness.

He joined EW Consultants, Inc. in 2001 and has played a pivotal role in providing environmental consulting services to the City of Stuart over the past several years. He has successfully led projects on behalf of the City, including the design and environmental restoration for the Haney Creek Trail project and overseeing the Haney Creek Watershed Preserve mapping. Because of these and prior efforts, he has a thorough understanding of the City's regulations and overall natural resources management, along with an excellent, long-standing relationship with City staff.

Mr. Ezzo has been involved in hundreds of projects throughout Florida, including wetland delineation, wetland and upland natural resource assessments, benthic and submerged aquatic vegetation inventories, listed species surveys, and permitting associated with various types of land uses. He implements local, state, and federal policies with particular emphasis on the implications of natural resources within regulatory and land use frameworks.

Paul Ezzo resume (cont.)

His extensive knowledge and experience within the south Florida scientific and regulatory communities have resulted in a wide network of contacts and resources on the federal, state, and local levels. As a planner for Martin County, he was instrumental in implementing natural resource management plans in an effort to balance the demands of growth with the requirements of natural resources. His familiarity of a wide range of habitat assessment methods have allowed him to develop meaningful natural resource management plans and recommendations to a variety of clientele, including those both in the private and public sectors.

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners
American Planning Association
Florida Planning Association, Treasure Coast Chapter

CONSULTANTS, INC.

SUZANNE GILES SIMON, ENVIRONMENTAL SCIENTIST

EDUCATION

M.S.Environmental Science, Western Washington University, 1996
B.S. Biology (with honors), Bates College, 1993

QUALIFICATIONS AND EXPERIENCE

Ms. Simon has wide-ranging experience and expertise within the environmental field, including work in the private, public, and non-profit sectors. She currently leads a variety of natural resource and water quality projects for EW Consultants. For these efforts, she has worked on a wide variety of projects throughout Florida, including listed species surveys, wetland delineations, wetland and upland natural resource assessments, water quality studies, and permitting of land development projects and public facilities. She implements local, state, and federal protocols in determining on-site resources, with particular emphasis on land use and water supply implications. As such, she has developed a strong understanding of the efforts required to meet the needs of both the client and resource agency staff on all levels.

She directed the firm's efforts as part of a project for the Florida Department of Environmental Protection (FDEP) to determine baseline water quality throughout southeastern Florida. For this project, water quality meters were deployed for four-day intervals at twenty-four stations, once per quarter. In these efforts, she worked in the field and was also responsible for oversight, QA/QC, coordination with other team members, budgeting, and invoicing. As one of the primary personnel, she was the lead for implementation of FDEP protocols, with particular attention to QA/QC and documentation procedures not only for data quality, but also in light of the anticipated legal action surrounding this project.

In a previous role at an oceanographic consulting firm, she managed the water quality portions of coastal research projects, which included dissolved oxygen studies, wastewater discharge effects, marina impacts, and nutrient enrichment issues. With these projects, she organized and led sampling efforts, analyzed the collected data, summarized the findings, and conveyed the conclusions in written and oral formats.

As a result of her broad experiences, she has developed a varied and extensive network of colleagues. Her familiarity with scientific, legal, and regulatory processes has allowed her to develop meaningful relationships throughout the private, public, and non-profit sectors. These relationships, in turn, help provide clients with the highest level of service and success.

PROFESSIONAL AFFILIATIONS

Society of Wetland Scientists
Society for Environmental Toxicology and Chemistry

CONSULTANTS, INC.

ARNAUD ROUX, ENVIRONMENTAL SCIENTIST

EDUCATION

M.S.Environmental Resource Management, Florida Institute of Technology, 2004
B.S. Environmental Science, Florida Institute of Technology, 2003

QUALIFICATIONS & EXPERIENCE

Mr. Roux has a diverse background in the environmental arena, ranging from applied and theoretical natural resource assessment experience to environmental management and policy. As an environmental scientist for EW Consultants, Inc. he plays a key role in natural resource and regulatory assessments. Mr. Roux has been involved in a variety of projects throughout southern and central Florida, including wetland delineation, wetland and upland natural resource assessments, benthic and submerged aquatic vegetation inventories, listed species surveys, and permitting associated with residential and commercial land development projects. He implements local, state, and federal protocols in determining wildlife presence and usage, with particular emphasis on the implications of their presence or absence on regulatory and land use frameworks.

Mr. Roux plays a key role in the existing contract with the City of Stuart. He currently reviews proposed projects submitted to the City for compliance with code and regulations. In so doing, he is extremely knowledgeable regarding the habitats within the City, along with the code and overall management of its natural resources.

While with the Canaveral Port Authority, Mr. Roux assisted the Engineering and Environment Department in updating the Port's sea turtle management plan, with particular attention to its exterior lighting. In addition, he performed site assessments and co-wrote the updated environmental protection regulations. Mr. Roux is also knowledgeable in the fields of hydrology, soils science, limnology, aquatic toxicology, and environmental chemistry.

PROFESSIONAL AFFILIATIONS

Society of Wetland Scientists
Florida Association of Environmental Professionals
NPDES-certified inspector

SECTION IIA - THE CORRADINO GROUP PROFESSIONAL QUALIFICATIONS

The Corradino Group has provided engineering, planning, environmental, construction management and architectural services to government and industry for more than 35 years. We have been in south Florida for 30 years, coming to Miami as part of the joint venture team that conducted the planning and engineering for the Miami Metro Rail System.

Corradino is the prime consultant providing Construction Engineering Inspection (CEI) for the Florida Department of Transportation (FDOT) on the reconstruction of I-95 in Palm Beach County. This multi-year project is the largest CEI contract ever awarded by FDOT. In this role, Corradino provides technical services as well as coordination of a multi-firm team. In addition, Corradino worked with the SFWMD on the mitigation of a spoil island (SL15) during construction of a new bridge in Stuart, conducted the roadway and drainage design for SR 80 and the new interchange with the Turnpike in West Palm Beach, is preparing the Environmental Impact Statement and Stormwater Plan for the proposed runway expansion at Fort Lauderdale International Airport, and conducted construction engineering on the Thomas B. Manual Bridge reconstruction on the Turnpike over the St. Lucie Canal.

Working for the FDOT and with the U.S. Army Corps of Engineers (USCOE) and SFWMD, Corradino has been involved in the environmental and engineering planning for the proposed elevating of U.S. 41/Tamiami Trail under the USCOE Modified Water Deliveries to Everglades National Park project. This project is a critical component of the overall Comprehensive Everglades Restoration Plan (CERP). Corradino is currently providing environmental engineering oversight and design plan review for this project.

Even though Corradino is a midsize firm of about 160 employees, its resume includes projects that have gained national, and even international, recognition. In addition to those projects just mentioned, projects which have been, or are currently being, conducted by Corradino which highlight the unique successes of the firm include:

- Program management for the expansion of Louisville International Airport, which is currently undergoing a $1 billion expansion of UPS' Worldport cargo hub.

- Environmental engineering work for the Louisville Waterfront Park Brownfield Restoration Project, which was awarded the 2002 National Phoenix Award sponsored by U.S. EPA.

- Program management and civil engineering for the Heritage Creek project, which has received international attention as an innovative project to create an entirely new city for more than 700 families displaced by airport expansion.

In addition to these projects, Corradino has provided engineering services for state and municipal agencies in south Florida, a few of which include Broward County, Fort Lauderdale, Tri-Rail, Miami-Dade County, Hialeah, and Miami Beach.

PAUL MCGINNES, THE CORRADINO GROUP

EDUCATION

Ph.D., Environmental Chemistry, through College of Engineering, University of Illinois, Urbana
M.S., Environmental Engineering, University of Illinois, Urbana
B.S., Chemistry, Wheaton College

ADDITIONAL TRAINING AND LICENSES

Professional Engineer, 1977, Florida, No. 24162

QUALIFICATIONS AND EXPERIENCE

Mr. McGinnes has had broad experience in the private, public, and academic sectors. He is currently a water resources engineer for The Corradino Group (TCG), a firm that has provided engineering, planning, environmental, construction management and architectural services to government and industry for more than 35 years. In his role at TCG, he is responsible for project management of public and private sector business in the areas of water resources, water treatment and water quality. He directly works on issues of water resources, water treatment and water quality with representatives of various governmental agencies including Florida Water Management Districts, environmental regulatory agencies, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and other national, state and local agencies. In addition, he oversees projects including storm and sanitary sewer systems, water and wastewater treatment, storm water systems, water supply including alternate water supply projects, and water quality and analysis issues. He has over 20 years experience performing and managing Phase I, II, and III site assessment and remediation within Florida.

Prior to his present position, he worked for the South Florida Water Management District in a variety of roles, ranging from lead engineer for the Everglades stormwater program to quality control and quality assurance for their water quality monitoring division.

He also founded Paul R. McGinnes and Associates Consulting Laboratories, Inc. and headed it for 22 years until 1996. In this role, he managed and directed this highly-respected environmental laboratory, doing $5 million per year in business and employing more than 50 people in two locations. In addition, he was an adjunct professor and visiting scientist at Florida Atlantic University, where he taught graduate level classes in environmental chemistry.
Paul McGinnes resume (cont.)

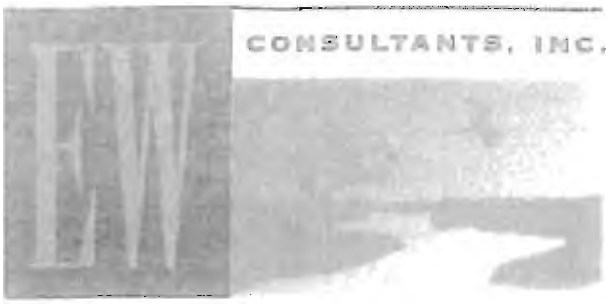
PROFESSIONAL AFFILIATIONS

American Association for the Advancement of Science
American Chemical Society
American Institute of Chemists, Fellow
American Society of Civil Engineers
American Society for Testing and Materials
American Water Works Association
Florida Engineering Society
National Society of Professional Engineers
Water Pollution Control Federation, now Water Environment Federation

Paul McGuinnes resume (cont.)

CIVIC ACTIVITIES

Chairman, Board of Supervisors, Palm Beach Soil and Water Conservation District (elected position)
Board of Trustees, South Florida Science Museum
Engineer of the Year, Palm Beach Chapter, Florida Engineering Society, 1988
Past President, Palm Beach Kiwanis Club



SECTION IIB – PAST PERFORMANCE

The information below provides information regarding our recent environmental consulting services. These projects provide a representative cross-section of our client and projects over the past three years.

Project Title: Permit review for the City of Stuart
Description: EW Consultants, Inc. evaluates land development proposals submitted to the City of Stuart to ensure compliance with the City's natural resource protection code and regulations.
Client Information: Kevin Freeman
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
(772) 288-5328
kfreeman@ci.stuart.fl.us
Year Completed: September 2007
Nature of Work: We assessed proposed land development projects, which required an in-depth knowledge of the City's codes and a comprehensive understanding of the habitats and species of concern within the City.
Total Cost to Date: $20,000

Project Title: Professional Environmental Consulting Services for the Town of Jupiter
Description: EW Consultants, Inc. provides environmental consulting services, particularly as it relates to their public utilities natural resources and environmental management and permitting needs.
Client Information: David Brown
Utility Director
Town of Jupiter
210 Military Trail
Jupiter, FL 33458
772-741-2270
DavidB@jupiter.fl.us
Year Completed: On-going
Nature of Work: We collaboratively work with the Town of Jupiter to address their natural resources management and environmental permitting, largely in relation to their public utilities concerns.
Total Cost to Date: $100,000

Project Title: Haney Creek Watershed Restoration/Trail System
Description: EW Consultants, Inc. was the lead environmental consultant and natural resource manager for the City of Stuart's passive park and educational trail system.
Client Information: Sam Amerson, P.E.
Public Works Director
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
772-288-5331
samerson@ci.stuart.fl.us
Year Completed: September 2007
Nature of Work: We performed listed species surveys, relocated gopher tortoises, developed interpretative educational signs, designed the trail system, supervised native habitat restoration and performed monitoring within native and created preserves.
Total Cost to Date: $216,000

Project Title: Haney Creek Watershed Natural Resource Mapping
Description: EW Consultants, Inc. was the lead environmental consultant for the City of Stuart providing regional mapping of native upland and wetland preserves (both privately and publicly-owned) within the Haney Creek watershed for the Florida Department of Transportation.
Client Information: Sam Amerson, P.E.
Public Works Director
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
772-288-5331
samerson@ci.stuart.fl.us
Year Completed: December 2006
Nature of Work: We produced maps depicting the north Stuart area, which included developed land, publicly-owned land, and conservation easements within the Haney Creek watershed.
Total Cost to Date: $6,000

Project Title: South Martin Regional Utility Reverse Osmosis Plant
Description: EW Consultants, Inc. provided environmental permitting and compliance services related to their reverse osmosis water treatment plant.
Client Information: Gene Rauth
South Martin Regional Utility
PO Box 395
Hobe Sound, FL 33475
772-546-6259
grauth@tji.martin.fl.us
Year Completed: On-going
Nature of Work: We assisted with the initial, successful permitting of an offshore outfall for their reverse osmosis water treatment facility and continue efforts with their renewal and compliance activities.
Total Cost to Date: $150,000

Project Title: Floridian Golf Course
Description: EW Consultants, Inc. is the lead environmental consultant for this golf course and residential development in Martin and St. Lucie counties.
Client Information: Tim Taylor
Stuart Property Holdings, Inc.
3700 SE Floridian Drive
Palm City, FL 34990
772-781-7700
ttaylor@thefloridian.com
Year Completed: On-going
Nature of Work: We perform surveys for the potential presence of listed species, such as gopher tortoise and scrub jay, relocate gopher tortoises, and assist with environmental aspects of construction-related services.
Total Cost to Date: $30,000

Project Title: Seacoast Utility Authority
Description: EW Consultants, Inc. leads the environmental permitting activities as part of a larger effort to obtain increased consumptive use capacity.
Client Information: Rim Bishop
Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, FL 33410
561-627-2900
rbishop@sua.com
Year Completed: On-going
Nature of Work: We lead the efforts for the environmental permitting aspects of a process to obtain a consumptive use permit. As part of these activities, we negotiate with natural resource agencies and perform wetland and environmental impacts assessments.
Total Cost to Date: $50,000

Project Title: Lake Point Ranches
Description: EW Consultants, Inc. is the lead environmental consultant for permitting a large-lot ranchette development in western Martin County.
Client Information: Brad Blakely
Landmark Partners
150 E. Palmetto Park Road, Suite 505
Boca Raton, FL 33432
561-826-9900
landbwb@yahoo.com
Year Completed: On-going
Nature of Work: We perform wetland delineations, assist with Environmental Resource Permit (ERP) and federal permit processing, assess the site for listed species, and prepare and implement the preserve area management plan.
Total Cost to Date: $50,000

Project Title: City of Melbourne Utilities
Description: EW Consultants, Inc. leads with the environmental permitting activities for a reverse osmosis water treatment plant, particularly with respect to concentrate discharge.
Client Information: Robert Reiss
Reiss Environmental, Inc.
12001 Research Parkway, Suite 228
Orlando, FL 32826
407-679-5358
crreiss@reissenv.com
Year Completed: On-going
Nature of Work: We lead environmental permitting efforts related to R.O. concentrate discharge and assist with surface water quality field data collection and toxicity analyses.
Total Cost to Date: $75,000

Project Title: Owen's Grove
Description: EW Consultants, Inc. is the lead environmental consultant for permitting of a residential development in western Martin County.
Client Information: Kathleen Breland
Centex Homes
8198 Jog Road, Suite 200
Boynton Beach, FL 33437
561-536-1051
kbreland@centexhomes.com
Year Completed: On-going
Nature of Work: We performed listed species surveys, assist with ERP processing and U.S. Army Corps of Engineers (USACE) permitting, support local government approval process efforts, obtained listed species relocation permits, and coordinated the archaeological and cultural resources survey.
Total Cost to Date: $49,000

Project Title: City of Palm Coast Utilities
Description: EW Consultants, Inc. leads environmental permitting for water treatment plant #2.
Client Information: Brian Matthews
City of Palm Coast Utility Department
2 Utility Drive
Palm Coast, FL 32137
386-986-2353
bmatthews@ci.palm-coast.fl.us
Year Completed: On-going
Nature of Work: We lead environmental permitting efforts associated with concentrate disposal from a membrane softening plant, perform annual bioassessment sampling and reporting, have developed a concentrate disposal alternatives analysis, and assist with overall permit compliance.
Total Cost to Date: $100,000

Project Title: City of Palm Coast Utilities
Description: EW Consultants, Inc. leads environmental permitting efforts for water treatment plant #3.
Client Information: Ying Lee
CPH Engineers
1117 East Robinson St.
Orlando, FL 32801
(407) 322-6841
ylee@cphengineers.com
Year Completed: On-going
Nature of Work: We lead environmental permitting for disposal of R.O. concentrate from a membrane softening plant, assist with permit compliance, and support negotiation efforts with natural resource agencies.
Total Cost to Date: $100,000

Project Title: Tropical Farms Waste Water Treatment Plant
Description: EW Consultants, Inc. provides environmental consulting and natural resource management for a water and wastewater facility expansion in Martin County.
Client Information: David Xavier, P.E.
LBFH/Boyle Engineering, Inc.
3500 Corporate Parkway
Palm City, FL 34990
772-286-3883
Dave-X@lbfh.com
Year Completed: September 2007
Nature of Work: We assisted with the ERP processing and U.S. Army Corps of Engineers (USACE) permitting, conducted wetland delineations and listed species surveys, relocated listed species, assisted in the local government approval processes, and conducted preserve area management and monitoring efforts.
Total Cost to Date: $166,500

Project Title: Shermanwood Ranches
Description: EW Consultants, Inc. provides environmental consulting and permitting services as part of a large-lot residential development in Okeechobee County.
Client Information: Jeff Sumner
LBFH/Boyle Engineering
421 NW 3rd Street
Okeechobee, FL 34972
863-763-8999
Jeff-s@lbfh.com
Year Completed: On-going
Nature of Work: We performed wetland delineations and listed species surveys, verified seasonal high water levels, negotiated with the South Florida Water Management District and USACE regarding permitting issues, and continue to oversee preserve area monitoring and management.
Total Cost to Date: $26,000

Project Title: Florida Department of Environmental Protection Water Quality Assessment
Description: EW Consultants, Inc. led water quality monitoring efforts throughout southeastern Florida.
Client Information: Douglas Durbin
Biological Research Associates
3910 US Highway 301 North, Suite 180
Tampa, FL 33619
(813)664-4500
ddurbin@biologicalresearch.com
Year Completed: 2006
Nature of Work: We deployed water quality meters and monitored water quality parameters in waterbodies throughout southeastern Florida in order to populate a regulatory dataset.
Total Cost to Date: $212,000

Project Title: St. John's River Water Management District Peer Review
Description: EW Consultants, Inc. provided peer review services to the District.
Client Information: Barbara Vergara
St. John's River Water Management District
P.O. Box 1429
Palatka, FL 32178-1429
386-329-4169
bvergara@sjrwmd.com
Year Completed: 2005
Nature of Work: We reviewed and provided feedback regarding a reverse osmosis concentrate management plan.
Total Cost to Date: $25,000

Project Title: Fort Pierce Utilities Authority
Description: EW Consultants, Inc. assisted with environmental permitting of a reverse osmosis water treatment plant.
Client Information: Troy L. Lyn
Globaltech, Inc.
4722 N.W. Boca Raton Blvd, Suite C103
Boca Raton, FL 33431
561-239-5380
tlyn@globaltech.com
Year Completed: 2004
Nature of Work: We developed an alternatives analysis to assist with permitting of the concentrate discharge from their reverse osmosis water treatment plant.
Total Cost to Date: $25,000

SECTION IIC – FAMILIARITY

EW Consultants, Inc. has been providing professional environmental consulting services to the City of Stuart in an official capacity for the past six years. As such, the firm has a unique understanding and familiarity with the environmental concerns of the City and has the proven experience to provide the necessary consulting services. Examples of this success include the Haney Creek Watershed Restoration/Trail System, permit review of land development proposals submitted to the City to ensure compliance with the City's Resource Protection Code, Haney Creek Watershed Mapping, and overseeing the trimming of mangroves throughout the City. For these projects, EW Consultants, Inc. has designed recreational trails, developed educational outreach materials, managed the removal and maintenance of exotic vegetation, managed the restoration of both natural and constructed aquatic features, surveyed for and relocated listed species, negotiated permit specifications with state and federal regulatory authorities on behalf of the City, and implemented the City's Resource Protection Code. In spite of the complexity and breadth of these projects, EW Consultants, Inc. has always come in at or under budget, therefore eliminating the need to request change orders from the City.

In addition to our work with the City of Stuart, EW Consultants, Inc. has been providing public and private sector clients with natural resource management and permitting services for ten years, predominantly within the Treasure Coast area. Largely due to its primary office location within the City of Stuart, the firm has extensive practical knowledge in the unique natural resource concerns within the City limits. In addition, we also have a working understanding of the local laws and regulations that govern their management. Similarly, we have a proven track record of working with other local, state, and federal regulatory agencies to achieve desired permitting and management goals.

In addition to the project experience, perhaps the most important aspect to our approach is the unique and long-standing relationship EW Consultants, Inc. has with the City of Stuart. As current project manager, Ed Weinberg has known and worked with City decision makers for over 10 years, so coordination and communication with members of the staff is already a familiar responsibility. His initial efforts with City Community Development staff entailed developing the Resource Protection Code for the City's Land Development Regulations. In this process Mr. Weinberg enlisted the assistance of South Florida Water Management District (SFWMD) and other agency staff to help develop the wetland preservation and habitat protection language for the City's Resource Protection Code. The result is an effective resource protection approach that is not redundant with other state

and Federal programs but allows the City broad authority in protecting and managing its natural resources. As the firm's president, Mr. Weinberg is the final decision-maker in the allocation of time and effort and, as such, can bring to bear all necessary resources to meet the City's needs for this assignment.

Paul Ezzo has been with EW Consultants, Inc. for over six years and joined the firm from the South Florida Water Management District. Mr. Ezzo, while at the SFWMD, managed several million dollars in grant monies from various sources including the Indian River Lagoon License Plate Program, the St. Lucie River Initiative, and the SFWMD's Alternative Water Supply Program. The City was a participant in many of these programs and Mr. Ezzo served as the intergovernmental liaison to the City where he and City staff developed a solid and long-standing working relationship. City projects included baffle box installation at numerous stormwater outfalls, the Frazier Creek restoration project, and the Frazier Creek Lake Restoration. In fact, in 2000, Mr. Ezzo made a presentation to the SFWMD Governing Board profiling the City of Stuart as an example of a local government making major contributions to the benefit of the St. Lucie River Estuary's ecologic health.

The EW Consultants, Inc. staff is and will continue to be available in whatever capacity is requested by the City. Because of the close proximity of EW Consultants, Inc.'s primary office to City Hall, staff members are available in person at a moment's notice, but can also be reached by landline, fax, cell phone, mail, or e-mail. Thus, EW Consultants, Inc. has the institutional knowledge, long-standing relationship with staff, and the in-house capabilities to address any and all natural resource and environmental issues as they may arise.

"Exhibit B"

"Original Request for Proposal, including two (2) Addenda as Issued by City"

City of Stuart
121 S. W. Flagler Avenue ◦ Stuart ◦ Florida 34994
Telephone (772) 288-5320

Department of Financial Services

Purchasing Office
Terry Iverson, Purchasing Agent

Fax: (772) 600-1202
tiverson@ci.stuart.fl.us

LEGAL NOTICE FOR REI #2007-63

PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

The Stuart City Commission, Stuart, Florida, in compliance with Florida Statute 287.055, the Consultants Competitive Negotiation Act, invites Expressions of Interest from qualified professional firms to provide Environmental Consulting Services.

Description: The City of Stuart, Florida is seeking professional Environmental Consulting services from a firm or firms to provide Environmental Consulting to the City of Stuart for a period not to exceed three years.

Submission information and format may be obtained at no charge by contacting the City of Stuart Purchasing Office at (772) 288-5320.

Firms desiring to provide the Professional Services described above shall submit one (1) original and four (4) copies of their Expressions of Interest, containing all of the required information by **2:30 pm, Wednesday, October 10, 2007**. Submittals will be received by hand delivery, in the City Purchasing Office, City Hall Annex, 300 S.W. St. Lucie Avenue, Stuart, Florida 34994. Submittals sent by overnight delivery or U.S. Mail must be sent to 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after that date and time will not be accepted or considered and will be returned to the firm unopened. Submittals will be opened as soon as practicable thereafter in the City Hall Annex, 300 S.W. St. Lucie Avenue, Stuart, Florida.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this bid opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Mail Submittal to:

City of Stuart
Department of Financial Services
Purchasing Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: **RFQ #2007-63, Professional Environmental Consulting Services**

Publish Date: **September 11, 2007**

Stuart City Commission
Terry Iverson
Purchasing Manager

INFORMATION PACKAGE

The City of Stuart is seeking a qualified, experienced, licensed Environmental Consultant(s) to provide Environmental Consulting services to the City of Stuart on an "as needed basis" in accordance with a term contract not to exceed three years.

I. SCOPE OF SERVICE

A general description of the scope of professional services required is, but not limited to, the following:

A. Environmental audits of development packages
B. Environmental code revisions
C. Environmental site assessments, phase 1 and phase 2
D. Preliminary wetland and protected species assessments
E. Environmental Permitting
F. Wetland and preserve area management
G. General consultation and coordination

II. WEIGHTED SELECTION CRITERIA SHALL BE AS REQUIRED BY LAW AND WILL INCLUDE:

A. *Professional qualifications* of Firm and specific individuals to be assigned to the project (include resumes). Names of any anticipated subcontractors for Professional Services are to be listed with resumes of key individuals to be assigned to the project.
(Weighted Value – 40 points)

B. *Past performance* in similar activities in Florida. List all Environmental Consulting projects of similar nature within the past three years. List all projects of similar nature within the past five years including project title, brief description of each project and the following information:

Client (contact person, address, telephone number, email address)
Year completed
Nature of work involved in each project
Total cost
(Weighted Value – 40 points)

C. *Familiarity* or ability to become familiar quickly with local conditions.
(Weighted Value – 20 points)

Proposals will be evaluated using the above criteria. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked individual/firm; or to interview the most qualified professionals prior to requesting authorization to negotiate an agreement with the highest ranked respondent. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

III. PROPOSAL FORMAT

A. Proposals shall be constructed to follow the selection criteria and informational format outlined above.

B. A Transmittal letter will summarize in a brief and concise manner the professional's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind professional must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

C. Professionals shall provide a statement agreeing to obtain (prior to award) Errors And Omissions insurance, in the amount of combined single limit of $1,000,000, for protection to the City of Stuart from any liability caused by actions or non-actions by the successful professional. The City requires that it be included as an additional insured and be provided thirty (30) days written notice of cancellation, non-renewal or substantial coverage revision.

D. Disclose any potential conflicts of interest due to any other clients, contracts, city employees, or property interests for this position only. Include a statement certifying that no firm member has a conflict of interest with any aspect of City of Stuart government, or any department of the City of Stuart, or any individual city officer or employee.

E. Enclose any additional data pertinent to this project that would assist the selection committee to determine the individual's or firm's capability (please limit this information to two pages).

IV. TERMS AND CONDITIONS

All prospective professionals are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the Purchasing Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective professional who disputes the reasonableness, necessity or competitiveness of the terms and/or conditions of this invitation to submit Expressions of Interest; selection or award recommendation shall file such dispute in writing with the Stuart City Manager.

As required by FS Section 287.133; " A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor list." Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (904) 488-8131.

Cost of submittal of this proposal is considered an operational cost of the professional and shall not be passed on to or be borne by the City of Stuart.

VI. PROPOSED AGREEMENT

The successful professional shall serve at the pleasure of the City Commission. Please review the attached agreement and note any objections, or revisions that would be required by the professional. Should no revisions be noted, the City will assume and the professional agrees that the terms and conditions of agreement are acceptable.

MASTER AGREEMENT
BETWEEN
CITY OF STUART, FLORIDA
AND

_____

FOR
CONTINUING PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

THIS IS AN AGREEMENT made as of_____, 200_, between the City of Stuart, Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994 (City) and _____ (CONSULTANT).

WHEREAS, the City has advertised for continuing professional environmental consulting services for assignment by the City Public Works Director or the City Development Director for the provision of miscellaneous environmental projects; and

WHEREAS, pursuant to Section 287.055 Florida Statues, Consultants' Competitive Negotiation Act (CCNA), and the applicable procedures of the City, the City selected the CONSULTANT to provide said environmental services as provided herein on a continuing contract basis; and

WHEREAS, the CONSULTANT is willing and able to perform the such environmental services for the City within the basic terms and conditions herein set forth; and

WHEREAS, the purpose of the AGREEMENT is intended to set forth certain terms and conditions which shall be incorporated into subsequent "PROJECT AUTHORIZATIONS" for specific projects or services when required by the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, it is hereby agreed that the CONSULTANT shall serve as the City's non-exclusive professional consulting representative for those assignments that are the subject of a PROJECT AUTHORIZATION issued pursuant to the terms of this AGREEMENT and will give consultation and advice to the City during the performance of the service on the terms and conditions herein after set forth.

SECTION 1

BASIC SERVICES OF CONSULTANT

1.1. General

1.1.1. CONSULTANT shall provide for City professional consulting services in all phases of any Project for which a PROJECT AUTHORIZATION has been issued by the City pursuant to this Agreement as hereinafter provided. These services will include serving as City's professional consulting representative for the Project, providing professional consulting consultation and advice and furnishing customary environmental services and customary services incidental thereto as described in the PROJECT AUTHORIZATION.

1.1.2. Assignment of tasks to the CONSULTANT will be at the sole discretion of the City. CONSULTANT agrees to assist the City to conform to the annual budget amount for general Consulting work as established by the City. Work performed under this task shall be by Project Authorization describing the Scope, Schedule and Budget for each Project. The format for a Project Authorization shall be provided by the CONSULTANT. The City may choose to select any other firm or use in-house staff to perform any of the items described in this document in whole or in part in accordance with the Consultants' Competitive Negotiation Act (CCNA). Project assignments will be subject to scope definition on a task-by-task basis. Services will be completed in a timely manner and as agreed to in writing between the City and CONSULTANT prior to beginning of any work.

1.1.2.1. **Environmental Consulting Services** - Provide Environmental Consulting Services as required by the CITY. Provide Professional Continuing Environmental Consulting Services for the environmental audits of development packages, environmental code revisions, environmental site assessments, preliminary wetland and protected species assessments, permitting and general consultation and coordination. Provide Professional Continuing Environmental Consulting Services for the Public Works Department to include all of the above and wetland and preserve area management. CONSULTANT will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances.

1.1.2.1.1. Provide environmental code revisions as directed by the City

1.1.2.1.2. Provide environmental site assessments, phase 1 and phase 2

1.1.2.1.3. All completed projects shall include a minimum of five (5) hard copy reports signed and sealed by the Professional in responsible charge.

1.1.2.2. Shall provide environmental audits of development packages

1.1.2.3. Staff Assistance - Provide assistance and consulting advice to CITY staff.

1.1.2.4. Meetings and Representation - Attend meetings on behalf of and represent the CITY on technical issues as requested.

1.1.2.5. Additional Services - Arrange for additional professional or technical services as may be required by the CITY and direct/coordinate the work effort of those other technical consultants hired by the CITY.

1.1.2.6. This Section Not Used

1.1.2.7. "Events Records " - CONSULTANT shall maintain a written record of CONSULTANT's knowledge of events which would be of interest or concern to the CITY and advise CITY thereof as appropriate as to action needed in response thereto including but not limited to testing requirements, regulatory reports and general information reports.

1.1.3. This Section Not Used

1.1.4. CONSULTANT is the only party with which the CITY is in privity, and shall be responsible to CITY for the quality of such consulting work and for compliance with the terms of this AGREEMENT.

SECTION 2

ADDITIONAL SERVICES OF CONSULTANT

2.1. General

If requested by CITY and agreed to in a "PROJECT AUTHORIZATION," CONSULTANT shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. These services may include, but are not necessarily limited to, the following:

2.1.1. Preparation of supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of survey documents prepared by others; and assistance in obtaining approval of authorities having jurisdiction over the Project.

2.1.2. Planting or removal of wetland vegetation at designated City Owned properties

2.1.3. Services resulting from significant changes in the general scope, extent, or character of the Project or its design including, but not limited to, changes in size, complexity, CITY'S schedule, character of construction, or method of financing; and revising previously accepted studies, reports, design documents,

or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond CONSULTANT'S control.

2.1.4. This Section Not Used.

2.1.5. This Section Not Used.

SECTION 3

CITY'S RESPONSIBILITIES

CITY shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1. Provide all criteria and full information as to CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CITY will require to be included in the Drawings and Specifications upon request by the CONSULTANT.

3.2. Assist CONSULTANT by placing at CONSULTANT'S disposal available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish to CONSULTANT, as required for performance of CONSULTANT'S Basic Services, any of the following in the possession of the CITY and available:

3.3.1. Data prepared by or services of others, including without limitation, borings, probing, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.3.2. Environmental assessment and impact statements;

3.3.3. Property, boundary, easement, right-of-way, topographic and utility surveys;

3.3.4. Property descriptions; and

3.3.5. Zoning, deed and other land use restriction.

3.4. If and when requested by the CONSULTANT, arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.

3.5. Administer pre-bid conferences, bid openings, pre-construction conferences, construction progress, and other job-related meetings, substantial completion inspections, and final payment inspections.

3.6. Give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect or non-conformance in the work of any Contractor.

3.7. Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in Section 2 of this AGREEMENT or other services as required.

3.8. Sign permit applications as CITY and provide permit fees to regulatory agencies for projects initiated by the CITY. Such agencies include but are not be limited to FDEP, SFWMD, FDOT, and USCOE.

3.9. Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4

PERIOD OF SERVICE

4.1. Term of Agreement

This AGREEMENT shall take effect at such time all required documents have been properly executed by the respective parties and have been approved by the City Attorney as consistent in all respects with the terms of the AGREEMENT. The obligation to provide professional services under this agreement may be terminated with or without cause by either party upon thirty days' written notice to the other party.

4.2. Project Authorization

Each "PROJECT AUTHORIZATION" shall specify the Period of Service agreed to by CITY and CONSULTANT for services to be rendered under said "PROJECT AUTHORIZATION".

SECTION 5

CITY'S DESIGNATED REPRESENTATIVE

5.1. It is understood and agreed that the CITY designates its DIRECTORS of PUBLIC WORKS and DEVELOPMENT to represent the CITY in all technical and administrative matters pertaining to and arising from the work and performance of this contract.

5.2. The authority of the representative shall include, but not be limited to, the following:

5.2.1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions pertaining thereto within a reasonable time so an not to materially delay the work of the CONSULTANT.

5.2.2. Transmission of instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this contract.

5.2.3. Give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any defects or changes necessary in the project.

SECTION 6

PAYMENT TO CONSULTANT

6.1 CITY will compensate CONSULTANT for services under "PROJECT AUTHORIZATION." The fee due to CONSULTANT shall be set forth in each "PROJECT AUTHORIZATION".

6.1.1 CONSULTANT shall be reimbursed only for approved out pocket expenses directly chargeable to the project, at actual cost incurred. Reimbursable expenses will include travel, lodging, meals, long distance communications, postage, shipping, reproductions, and approved subcontracted services when traveling at the CITY'S request and on the CITY's behalf. These expenses shall conform to rates and allowances set forth in Section 112.061, Florida Statutes regarding per diem and traveling expenses. Reproduction costs and special materials expenses not applicable to general overhead shall be reimbursed at actual cost.

6.2. Progress payments shall be due and payable monthly in proportion to the percentage of Consulting work approved and accepted by the CITY, in writing, based on said "PROJECT AUTHORIZATION" fee provided, however, that no more than 90% of each progress payment for each Activity shall be paid until completion of such Activity.

6.3. Payments shall be established for each PROJECT AUTHORIZATION. Payment may be made using one of the following three formats: Lump Sum; Time & Expenses with a Budget Estimate; and Cost plus Fixed Fee.

6.3.1. Lump Sum fees are fixed amounts to be paid for the services indicated. Payment shall be made based on the projected percent complete.

6.3.2. Time & Expenses fees are amounts to be paid for the services indicated based on the estimated effort (man-hours) and the CONSULTANT's current Hourly Rate Schedule, which may be adjusted annually. All Time & Expense fees quoted in advance of the work being performed are estimates. The CONSULTANT shall not exceed the estimate without prior notification to the CITY in writing.

6.3.3. Cost plus Fixed Fees are amounts to be paid for the services indicated based on the CONSULTANT's costs plus a fixed fee for the work. Payment of Fixed Fees shall be made based on the projected percent complete. All Fixed Fees quoted in advance of the work being performed estimated effort (man-hours) are estimates.

The CONSULTANT shall not exceed the estimate without prior notification to the CITY in writing.

6.4. Invoices shall be sent to CITY by CONSULTANT covering periods of not less than a month. Invoices shall be prepared in CONSULTANT'S style and format. If CITY requires a different style or format, which requires additional preparation time by CONSULTANT, then CITY shall compensate CONSULTANT for that additional effort at the prevailing rate for personnel performing the work.

6.5 CONSULTANT shall execute a "truth-in-negotiation" certificate if required by the CCNA in accordance with Sec. 287.055(5)(a) of Florida Statutes.

6.6 CONSULTANT shall maintain accounting records, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. These records will remain available for examination and copying by the CITY for a period of five (5) years after payment of the invoiced amount.

6.7 CONSULTANT shall submit a detailed invoice including, but not limited to, hours worked by each person assigned to the Project, date worked and all ancillary expenses incurred and by whom.

SECTION 7

INDEMNIFY AND INSURANCE

7.1. General

CONSULTANT assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, arising out of or in any manner connected with the execution of the work under this AGREEMENT by CONSULTANT, and to the fullest extent permitted by law, CONSULTANT shall defend and indemnify the CITY from all such claims including without limitation claims for which the CITY may be, or may be claimed to be, liable in whole or in part and legal fees and disbursements paid or incurred to defend any such claims, as well as legal fees paid or incurred in connection with enforcing the provisions of this paragraph. CONSULTANT assumes the entire responsibility and liability for all damages and injury to all persons, whether their employees or otherwise, and to all property arising out of or in any manner connected with the execution of the work by CONSULTANT under this AGREEMENT. CONSULTANT shall obtain, maintain and pay for general liability insurance coverage as will insure the provisions of this paragraph and any other contractual indemnities assumed by CONSULTANT in this. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by CONSULTANT.

7.2. Status of Claim

The CONSULTANT shall be responsible for keeping the CITY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this AGREEMENT. The CONSULTANT shall send notice of

claims related to work under this AGREEMENT to the CITY. Copies of the notices shall be sent to:

Director of Public Works City of Stuart 121 S.W. Flagler Avenue Stuart, Florida 34994	Development Director City of Stuart 121 SW Flagler Avenue Stuart, Florida 34994

7.2.1. The CONSULTANT shall procure and maintain, during the life of this contract, Worker's Compensation as required by Florida Statutes for all of his employees engaged in work on the project under this contract.

7.2.2. CONSULTANT shall procure and maintain insurance policies with at least the following coverage and amounts, during the life of each "PROJECT AUTHORIZATION:"

7.2.2.1. General Liability Insurance.

In a combined single limit of $1,000,000 each occurrence and $2,000,000 aggregate.

7.2.2.2. Automobile Liability Insurance.

In a combined single limit of $1,000,000 each occurrence.

7.2.2.3. Professional Liability Insurance.

In a combined single limit of $1,000,000 each occurrence and $2,000,000 aggregate.

7.2.3. The CONSULTANT shall furnish to the CITY Certificates of Insurance allowing thirty (30) days notice for any change, cancellation, or non-renewal.

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the CITY fifteen (15) days prior to the renewal date.

7.2.4. As individual PROJECT AUTHORIZATIONS are issued by the CITY pursuant to this AGREEMENT, the limits of insurance required by this SECTION may be increased at the discretion of the CITY. In such event, the additional premium cost, if any, shall be determined and the burden of such cost negotiated in good faith by the CITY and the CONSULTANT.

7.2.5. The plans and specifications and other contract documents to be prepared by CONSULTANT pursuant to this AGREEMENT shall require the insurance of liability of the person, firm or corporation which would, as contractor, perform the work described in such plans and specifications. The amounts of insurance

shall be determined by the CITY. The CITY shall be named as "additional insured" with regard to the coverage of such policies of insurance.

SECTION 8

WORK COMMENCEMENT / PROGRESS / DELAYS

8.1 The services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of each "PROJECT AUTHORIZATION" and upon written notice from the Director of Public Works. Services will be completed and submitted to the CITY as specified in each "PROJECT AUTHORIZATION."

8.2 The CONSULTANT agrees to provide a schedule for performance of the contracted services, with milestones for significant elements, within 15 days of receipt of Notice to Proceed and, thereafter, to provide monthly Project Schedule Progress reports. The CITY will be entitled at all times to be advised, in writing, at its request, as to the status of work being done by the CONSULTANT and of the details thereof.

8.3 In the event there are delays on the part of the CITY or regulatory agencies as to the approval of any of the plans, permits, and drafts of special provisions submitted by the CONSULTANT which delay the Project Schedule completion date, the CITY, shall grant to the CONSULTANT, in writing, an extension of the contract time for each "Special Authorization" equal to the aforementioned delays. The CITY shall be solely responsible for determination of whether any extension of contract time should be awarded to the CONSULTANT.

8.4 The CONSULTANT shall maintain an adequate and competent staff of professional CONSULTANTs, technicians, and support staff personnel within the State of Florida to assist in performing the work.

8.4.1. All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person in the full employ of the CONSULTANT and duly registered in the State of Florida.

8.5 The Schedule or terms of completion for the performance of services under this MASTER AGREEMENT shall be as specified in the PROJECT AUTHORIZATIONS. In the event that CONSULTANT estimates that it will fail to meet a mutually agreed upon schedule or time of completion and does not propose a solution satisfactory to the CITY, the CITY may require CONSULTANT to implement any or all of the following:

8.5.1. Extend its services day to 10 hours or more;

8.5.2. Extend its services week to 6 or 7 days;

8.5.3. Increase the work force; and

8.5.4. Provide and utilize additional equipment and facilities CONSULTANT will continue the accelerated services until such time as CITY determines that

progress conforms to the scheduled completion time. All additional costs of the accelerated effort will be borne solely by the CONSULTANT unless a change in the PROJECT AUTHORIZATION can be shown.

SECTION 9

STANDARDS OF CONTRACT

9.1. The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this contract.

9.2. Standard of Conduct or Conflict of Interest. The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.314, Florida Statutes (1977, as amended from time to time), as it relates to work performed under the contract, which standards will by reference be made a part of this contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

9.3. The CITY reserves the right to cancel and terminate this contract, without penalty, in the event that the CONSULTANT is indicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the CITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Section 6 hereof. The CITY also reserves the right to terminate and cancel this contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or should an assignment be made for the benefit of creditors.

9.4. CONSULTANT undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. CITY shall have no right to supervise the methods used, but CITY shall have the right to observe such performance. CONSULTANT shall work closely with CITY in performing services under this AGREEMENT.

9.5. CONSULTANT shall consider all information provided by CITY and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the CONSULTANT'S performance of the services to be proprietary unless such information is available from public sources. CONSULTANT shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of CITY or in response to legal process.

9.6. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other

portion or provision of the AGREEMENT. Any void provision shall be deemed severed from the AGREEMENT and the balance of the AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform the AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

9.7. Neither CITY nor CONSULTANT shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event, which results in the prevention, or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or CONSULTANT under this AGREEMENT, strikes, work slowdowns, or other labor disturbances, and judicial restraint. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the non-performing party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require CONSULTANT or CITY to prevent, settle, or otherwise avoid a strike, work slowdown, or the labor action. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, given written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

SECTION 10

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

10.1. The CONSULTANT shall comply with all Federal, State and Local Laws, Ordinances, Rules and Regulations applicable to the work or payment for work thereof, and shall not discriminate on the ground of race, color, religion, sex, or national origin in the performance of work under this contract.

10.2. CONSULTANT shall make application to procure the permits, certificates, and licenses necessary to allow CONSULTANT to perform the services. CONSULTANT shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT.

SECTION 11

ASSIGNABILITY

11.1 The CONSULTANT shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written

approval of the CITY, provided that claims for the money due or to become due to the CONSULTANT from the CITY under this contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

This AGREEMENT constitutes the entire AGREEMENT between the CITY and CONSULTANT.

IN WITNESS WHEREOF, these parties hereto have accepted, made and lawfully executed this AGREEMENT between the City of Stuart, Florida, and CONSULTANT for Continuing Professional Environmental Consulting Services on the date first above written for the provision of miscellaneous environmental consulting projects.

OWNER

CITY OF STUART, FLORIDA

_____
Mary L. Hutchinson
Mayor

_____
Cheryl White
City Clerk

APPROVED AS TO FORM:

_____
Paul Nicoletti
City Attorney

CONSULTANT

_____
(Printed Name of Firm)

_____
(Signature of Principal)

_____
(Printed Name of Principal)

_____
(Date)

City of Stuart
300 S. W. St Lucie Avenue ∘ Stuart ∘ Florida 34994
Telephone (772) 288-5320

Department of Financial Services

Purchasing Division
Terry Iverson, Purchasing Manager

Fax: (772) 600-1202
tiverson@ci.stuart.fl.us

Date: September 26, 2007

To: All Prospective Respondents

Subj: Addendum #1 to REI #2007-63, Professional Environmental Consulting Service

---

ADDENDUM #1

This addendum is issued to disseminate the following inquiry and to direct respondents to answer the questions in their "Transmittal Letter" section of the responses.

Would your firm be willing to enter into an exclusive contract with the City of Stuart that would preclude your firm from representing any developer who might bring actions before the Stuart City Commission?

If not, please propose a contract clause under which your firm would be willing to work which would guarantee there would be no actual or perceived conflict of interest.

All other terms and conditions remain the same. This Addendum must be acknowledged, signed and returned with your submittal. Failure to comply may result in disqualification of your proposal.

Sincerely,

Charles T. Iverson
Purchasing Manager
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to REI #2007-63, Professional Environmental Consulting Services:

_____ _____
Signature Date

_____
Firm

City of Stuart
300 S. W. St Lucie Avenue • Stuart • Florida 34994
Telephone (772) 288-5320

Department of Financial Services

Purchasing Division
Terry Iverson. Purchasing Manager

Fax: (772) 600-1202
tiverson@ci.stuart.fl.us

Date: October 3, 2007

To: All Prospective Respondents

Subj: Addendum #2 to REI #2007-63, Professional Environmental Consulting Service

---

ADDENDUM #2

This addendum is issued to revise the proposed agreement included in the solicitation package as Section VI.

Delete in its entirety subparagraph 7.1 **General** of Section 7. Indemnify and Insurance of the proposed agreement. Replace with the revised subparagraph 7.1 **General** of Section 7. Indemnify and Insurance as follows:

7.1. General

CONSULTANT assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the CONSULTANT or CONSULTANT'S employees, and CONSULTANT shall to the fullest extent allowed by law defend, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by CONSULTANT.

CONSULTANT shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

All other terms and conditions remain the same. This Addendum must be acknowledged, signed and returned with your submittal. Failure to comply may result in disqualification of your proposal.

Sincerely,

Charles T. Iverson
Purchasing Manager
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #2 to REI #2007-63, Professional Environmental Consulting Services:

_____ _____
Signature Date

_____
Firm

"Exhibit C"

"Professional's Personnel Hourly Rate Schedule."

EW CONSULTANTS, INC.

Personnel Hourly Rate Schedule

(Effective November 26, 2007 through November 26, 2008)

Classification	Hourly Rate
Senior Professional	$125.00/hour
Project Manager	$100.00/hour
Environmental Scientist	$85.00/hour
CADD Technician (including software and equipment)	$85.00/hour
Field Scientist	$75.00/hour
Project Assistant/Field Technician	$55.00/hour
Direct Expenses	At cost, no mark up

"Exhibit D"

"Insurance and Indemnification."