

**MASTER AGREEMENT  
BETWEEN  
CITY OF STUART, FLORIDA  
AND  
MILLER LEGG**

**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 Miller Legg, 749 SE Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 (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 Statutes, 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 as 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 COINSULTANT.

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.
- 9.4. 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

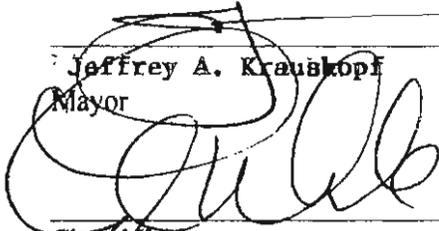
This AGREEMENT constitutes the entire AGREEMENT between the CITY and CONSULTANT.

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

**OWNER**

**CITY OF STUART, FLORIDA**

\_\_\_\_\_  
Jeffrey A. Krauskopf  
Mayor

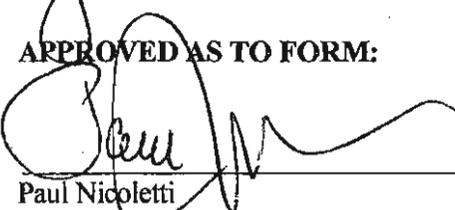


\_\_\_\_\_  
Cheryl White  
City Clerk



**APPROVED AS TO FORM:**

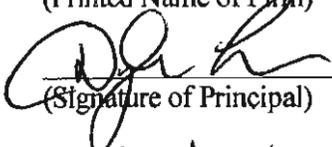
\_\_\_\_\_  
Paul Nicoletti  
City Attorney



**CONSULTANT**

Miller Legg  
\_\_\_\_\_  
(Printed Name of Firm)

\_\_\_\_\_  
(Signature of Principal)



Dylan Larson  
\_\_\_\_\_  
(Printed Name of Principal)

\_\_\_\_\_  
(Date)

1/10/08

CITY OF STUART  
CONTINUING PROFESSIONAL  
SERVICES CONTRACT

“Exhibit A”

**"Proposal as Submitted by Professional and Accepted by City"**

Miller Legg  
12700 137

MILLER  LEGG

# Statement of Qualifications



*"Improving  
Communities ...*

*... Creating  
Environments"*

## City of Stuart Professional Environmental Consulting Services

RFQ #2007-03

COPY

---

## Table of Contents

**Tab 1: Transmittal Letter**

**Tab 2: Professional Qualifications**

- ❖ Company Profile
- ❖ Organizational Chart
- ❖ Resumes
- ❖ Professional Qualifications

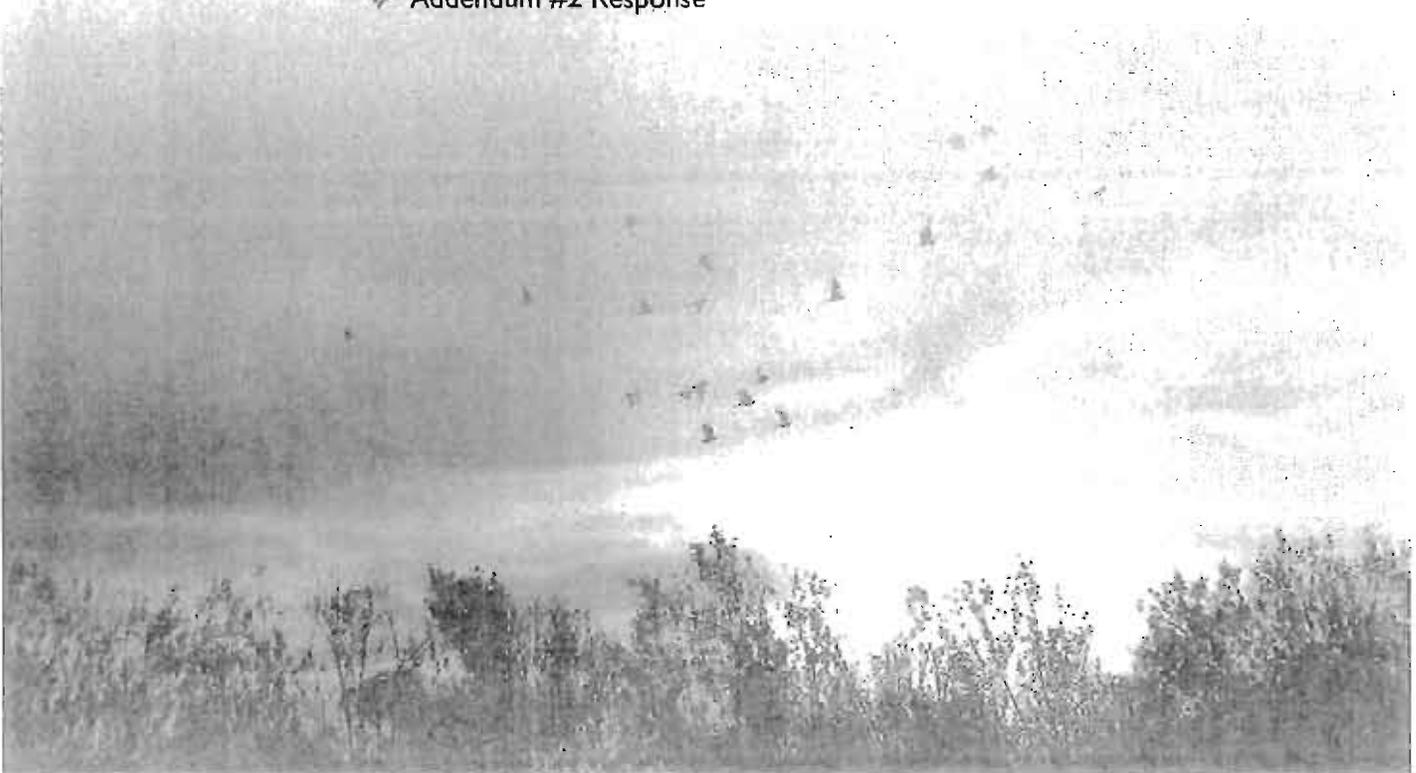
**Tab 3: Past Performance**

- ❖ Environmental Consulting Projects with References

**Tab 4: Familiarity with Local Conditions**

**Tab 5: Additional Information and Addenda**

- ❖ Statement of Insurance
- ❖ Conflict of Interest Statement
- ❖ Addendum #1 (signed)
- ❖ Addendum #1 Response
- ❖ Addendum #2 (signed)
- ❖ Addendum #2 Response



# MILLER LEGG

October 10, 2007

City of Stuart  
Department of Financial Services  
Purchasing Office  
121 SW Flagler Avenue  
Stuart, FL 34994

Re: **Professional Environmental Consulting Services**  
**RFQ #2007-63**  
**Miller Legg Proposal No. 07-P0632**



Dear Selection Committee:

Miller Legg is excited to present our qualifications to you for the *Professional Environmental Consulting Services Request for Qualifications (RFQ)*.

For 42 years, Miller Legg has provided professional engineering and environmental services to many governmental agencies. As you are aware, we have been providing similar services under a continuing service contract for you over the past three years. In addition to the City of Stuart, we are providing similar services to the City of Coral Springs, School Board of Broward County, Village of Wellington, Florida Department of Transportation (FDOT), South Florida Water Management District (SFWMD), and Palm Beach County.



Under our current contract with you, we have provided the same services as outlined in this RFQ, including environmental audits of development packages for Harbor Walk, Villagio, Center Pointe, and Marketplace.



We take pride in having provided timely and comprehensive responses to these development package reviews. We have also provided separate, independent wetland and protected species assessment reports for Harbor Walk, Stetson, and Vista B Parcels to confirm, for the City, the applicant's environmental assessment report.



Further, we were contracted to review the City's environmental codes for potential revisions and had begun working on that under the previous Development Director and City Manager.

**IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.**

St. Lucie Office: 749 SE Port St. Lucie Boulevard • Port St. Lucie, Florida • 34984-5211  
(772) 344-3431 • Fax: (772) 344-5011  
[www.millerlegg.com](http://www.millerlegg.com)



In addition to the above-mentioned natural resource-related services, we have also performed Phase I Environmental Site Assessments for the City for Parkside Village and have served as an independent reviewer of a Phase I/II for Poppleton Creek. Moreover, we have obtained environmental permits for countless projects, prepared grant applications, and developed management plans for our other municipal and county clients. **We will continue to provide you with quality, personalized service in a timely manner.**

**Mark E. Brandenburg, MS, CE, PWS, will serve as Project Manager** and will be the contact person for the City. Mark has 11 years of experience and is an Associate of the firm. As Project Manager, Mark will coordinate the necessary staffing and teamwork to suit the City's needs for this contract. He will be assisted by our staff of biologists and environmental scientists, including Mark Clark, MS, CEP, CE, Marc Hawes, PE, Brian Voelker, MS, PWS, CA, Sarah Damphousse, John Tessier, Kristin Zeranski, and Carolyn Malphurs. **Mark Clark, MS, CE, CEP and Sandra Smith, PE will function in the role of Quality Control.**

**Dylan Larson, PWS, CEP, Director of Environmental Services, will serve as Principal-in-Charge.** Dylan has 14 years of management experience in environmental consulting. As the Principal-in-Charge, Mr. Larson will ensure that the appropriate resources are made available to complete the tasks issued by the City.

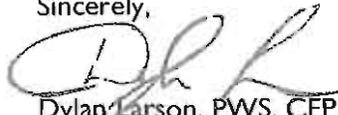
Our Team has extensive knowledge of the tasks associated with environmental permitting and audits, Phase I and II environmental site assessments, endangered and threatened species evaluations and permitting, grant and management plan preparation, and other related services that may be needed under this contract.

Of note, Miller Legg has made a corporate commitment to project management excellence and, as such, spends a considerable amount of resources training our personnel. This enables our project managers to consistently perform the services we are contracted to do on or ahead of schedule and within budget. Our previous clients, whose names are given as references under the "Past Performance" section, can attest to this fact.

Miller Legg has six offices throughout South Florida, including Port St. Lucie and West Palm Beach, making us available on short notice. We have assembled sufficient redundancy into our team to ensure that each task will be appropriately staffed. We believe we have the most qualified team of professionals available and know how to serve as an extension of your office. We feel that we can provide the City with the utmost in quality environmental consulting and related services.

We look forward to continuing our work with you and the other City staff. Thank you for your consideration and the opportunity to present our proposal.

Sincerely,



Dylan Larson, PWS, CEP  
Principal



---

**Tab 2: Professional Qualifications**

Company Profile

Organizational Chart

Resumes

Professional Qualifications



---

## Company Profile

Miller Legg is a statewide award-winning consulting firm headquartered in Pembroke Pines, Broward County, Florida. The firm brings together the elements of environmental consulting, environmental engineering, civil engineering, traffic engineering, planning, landscape architecture, surveying, and geographic information systems services. This offers our clients a firm of seasoned professionals who are leaders in the Florida consulting industry.

The 42-year-old firm with six offices in Port St. Lucie (St. Lucie County), West Palm Beach (Palm Beach County), Winter Park (Orange County), Pembroke Pines and Fort Lauderdale (Broward County), and Miami (Miami-Dade County) and has a staff of 170 with 65 certified and registered professionals. The firm is wholly owned by its employees.

The firm's environmental consulting services include: habitat assessment and restoration planning, wetlands investigations and delineations, management plans, grant writing, jurisdictional determinations, threatened and endangered species assessments and permitting, environmental due diligence, National Pollution Discharge Elimination System (NPDES) compliance, stream restoration, water quality monitoring and compliance, wildlife surveys, seagrass and coral reef surveys, mitigation feasibility studies, mitigation design, planning and construction observation, mitigation banking, value ecological engineering, cost evaluation and scheduling, environmental permit processing, mitigation monitoring and compliance, protected upland and tree permitting, ecosystem analysis, grant writing and floodplain analysis and re-evaluation.

Miller Legg's environmental engineering services include: environmental risk and liability management; phase I and phase II environmental site assessments, contamination assessments and remediation action plans, groundwater and contaminant flow modeling, regulatory compliance evaluations, corporate health and safety programs, risk characterization and exposure assessments, brownfield designation studies, and environmental permit processing.

The firm has completed numerous municipal, county, state and federal projects ranging from natural area restoration and management plans, wetland mitigation banks, and amenities, educational facilities site planning, cemeteries, neighborhood parks, and golf course designs to neighborhood improvement and redevelopment projects, parks and recreation facilities, aviation facilities, regional water and sewer utilities, streetscapes, and streets and highways, golf course remediation, industrial and office sites, and commercial properties.

Our approach to each project is best characterized by a "partnering relationship." We dedicate ourselves to learning the culture of our clients, and their specific concerns, desires and needs, much like an extension of their own offices. We consistently strive to maintain time schedules and to provide factual and frequent communication.

Miller Legg prides itself on its team approach to the interdisciplinary needs unique to the project and client. We provide responsive, personalized, quality service to value-conscious private clients and select government agencies, who desire the very best in environmental consulting.



---

# Organizational Chart





**Quality Control**  
Mark Clark, MS, CEP, CE  
Sandra Smith, PE

**Project Manager**  
Mark Brandenburg, MS, CE, PWS

**Principal-In-Charge**  
Dylan Larson, PWS, CEP

**General  
Environmental Services**  
John Tessier  
Kristin Zeranski  
Carolyn Malphurs

**Phase I & II  
Environmental Services**  
Marc Hawes, PE  
Ajani Stewart  
Sarah Damphousse

**Civil  
Engineering Services**  
Dan Davila, PE



---

## Resumes





**Quality Control**

Mark Clark, MS, CEP, CE  
Sandra Smith, PE

**Project Manager**

Mark Brandenburg, MS, CE, PWS

**Principal-In-Charge**

Dylan Larson, PWS, CEP

**General  
Environmental Services**

John Tessier  
Kristin Zeranski  
Carolyn Malphurs

**Phase I & II  
Environmental Services**

Marc Hawes, PE  
Ajani Stewart  
Sarah Dampousse

**Civil  
Engineering Services**

Dan Davila, PE



---

## Resumes





Years of Experience: 11

Years With the Firm: 7

#### Registrations & Certifications:

*Certified Ecologist, Ecological Society of America, FL, 2001*  
*Professional Wetland Scientist, FL, 2005*  
*PADI Enriched Air Instructor, FL, 1996*  
*PADI Certified Master Instructor, FL, 1995*

#### Education:

*Master of Science, Marine and Freshwater Ecology*  
*Florida Atlantic University, 1996*  
*Bachelor of Science, Biological Science*  
*Florida Atlantic University, 1992*

#### Publications & Presentations:

*Paper, "Shading of Periphyton Communities by Wetland Emergent Macrophytes", 1997, co-author*  
*Presentation to the Florida Association of Environmental Professionals, "Marine Algae Identification & Ecology", January, 2001, presenter*  
*Presentation to the Florida Department of Environmental Protection, "Uniform Wetland Assessment Method (UWAM)", July, 2004, presenter*  
*Presentation to the Florida Trails Association, "Coral Reef Ecology", January, 2000, presenter*  
*Presentation to the South Florida Women's Dive Club, "Reef Fish Behavior", April, 1998, presenter*

#### Professional & Civic Activities:

*Member, Ecological Society of America*  
*President, Florida Association of Environmental Professionals, Treasure Coast*  
*Member, National Association of Environmental Professionals*

## Mark Brandenburg, MS, CE, PWS

Project Manager

#### Professional Experience:

As a Senior Biologist and Manager of Environmental Services in the Palm Beach Office, Mr. Brandenburg is responsible for managing and performing investigations on biological and ecological impacts affecting the firm's public and private projects. This includes field evaluations, assessments, recommendations, and report writing. Specific responsibilities include: wetland determination and delineation, wetland mitigation design and monitoring, environmental permitting, threatened and endangered species surveys and assessments, benthic surveys, coral, seagrass, and mangrove surveys and monitoring. Mr. Brandenburg also is an Associate of the firm.

Mr. Brandenburg's scientific expertise is in freshwater and marine systems, particularly freshwater wetlands, coral reefs and seagrasses. He has participated in numerous studies of aquatic ecosystems in Florida and has delineated freshwater and estuarine wetlands in numerous counties throughout Florida. In addition, he has served as an expert witness for projects involving wetland permitting.

Mr. Brandenburg has conducted coral reef injury assessments and is familiar with techniques for determining the extent of biological injury to marine systems. In addition, he has served as an expert consultant for the United States Department of Justice in two cases involving coral reef injuries. Also, he provided expert witness testimony for the Biotech Research Park permit administrative hearing and the comprehensive plan challenge. For both of these, he provided assistance to the defendant's attorneys on matters relating to permitting, ecology and wetlands and was deposed on both.

#### Relevant Project Experience:

**General Environmental Engineering Services for the City of Stuart** - Miller Legg is currently assisting the City of Stuart by providing environmental services to support the restoration efforts for Haney Creek and Poppleton Creek. These projects are being performed under a general environmental engineering service contract with the City. Services provided include: design and permitting, public relations, land acquisition assistance, environmental assessments, engineering plans, and environmental restoration plans.

**Environmental Code Revisions for the City of Stuart** - Miller Legg is providing environmental consulting services to assist the City in revising their Land Development Regulations and identifying parcels of land for the City to acquire and preserve in accordance with their Comprehensive Plan. The assessment of undeveloped parcels being considered involves the compilation of existing information provided by the City as well as site visits. A generalized wetlands and upland habitat map is being created in ArcView geographic information systems (GIS) based on this information. As a result of these investigations, sections of the Comprehensive Plan pertaining to offsite mitigation for impacts to environmentally-sensitive lands within the City are being revised and updated. Services provided include wetland and upland delineation, environmental assessments, GIS mapping, and planning services.

**Allapattah Flats/Comprehensive Everglades Restoration Project (CERP)** - A 15,370-acre parcel of property acquired by the South Florida Water Management District (SFWMD) located in unincorporated Martin County at the intersection of SR 714 and County Road 609. Miller Legg prepared a preliminary restoration plan for Parcel C,

including mapping of existing conditions, habitat evaluations and the identification of proposed restoration objectives using differential global positioning system (GPS) and geographic information systems (GIS) mapping techniques. The firm also performed tree surveys and wildlife surveys for protected species (primarily burrowing owls and gopher tortoises) in this former agricultural area that were added to a GIS database. The project goal was to restore historical wetland hydrology to the area. This project is part of the firm's contract with the SFWMD for Miscellaneous Environmental Engineering Support Services to the CERP Contract.

**Florida Department of Transportation (FDOT) District 4 Districtwide Environmental/Engineering Services** - Miller Legg

served as the prime consultant in providing miscellaneous environmental and engineering services to FDOT District 4 for three years. Services provided included: wetland determination, development of mitigation proposals, design of mitigation plans, permit preparation and submittal, permit application coordination, wildlife and habitat studies, biological sampling and surveying, tree identification surveys, water quality studies, post design activities, and expert witness testimony.

**Florida Department of Transportation (FDOT) District 4 SL-15 Mitigation Area/Jensen Beach Causeway Improvements (SR 732)** -

Miller Legg was responsible for the identification and survey of proposed seagrass creation area consisting of a ten-acre island within Indian River Lagoon on Florida Department of Environmental Protection (FDEP) land under a Florida Inland Navigational District easement. Miller Legg coordinated restoration efforts through multiple agencies including FDEP, South Florida Water Management District and the US Army Corps of Engineers. This included field evaluation, ranking and prioritization of suitable areas to mitigate. Field evaluations were done to classify the island vegetation and use as well as a seagrass survey in the island vicinity. Services provided included: jurisdictional determination, mitigation

design, permitting, Essential Fish Habitat Assessment, construction plan development, public involvement and agency coordination.

**Indian River Lagoon Mitigation**

**Area** - Miller Legg prepared a wetlands mitigation analysis concerning environmentally sensitive areas in the Coconut Cove area of the Indian River Lagoon. To offset the environmental impact of agricultural operations in the area, this project resulted in the creation of four acres of Brazilian pepper uplands, the restoration of approximately 14 acres of Brazilian pepper wetlands, and the enhancement of approximately 62 acres of mangrove swamp and saltwater marshes.

**S-5A Boat Ramp Replacement** -

Miller Legg was responsible for the design, engineering, surveying, environmental permitting, mitigation design and monitoring for the replacement of a boat ramp at the north end of Arthur R. Marshall Loxahatchee National Wildlife Refuge. Services provided include: roadway and boat ramp design and engineering, topographic survey, road cross sections and canal sections, wetland jurisdictional determination, mitigation determination, siting, and design, permitting and coordination with the US Army Corps of Engineers, South Florida Water Management District, Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, and the US Fish and Wildlife Service.

**Wagner Creek Fish Sampling** - In a cooperative effort with Miami-Dade County Department of Environmental Resource Management (DERM), Miller Legg assisted with the development and implementation of a plan to investigate reports of possible heavy metal contamination in Wagner Creek. As part of the investigation, the firm provided fish sampling services using fish traps, nets, and fishing rods. The collected fish were identified to genus and species and packaged with the fish identification, station collected, and approximate collection time. The fish were then sent to a laboratory for tissue sampling. The use of Personal Protective

Equipment (PPE) was necessary to ensure the integrity of the samples and the safety of the personnel in the event potential contamination was encountered. Sampling stations were found along several points along Wagner Creek. A Fish Sampling Summary Report was also created.

**South Florida VA National Cemetery** -

The 313-acre site for this national cemetery is located in western Palm Beach County. Design efforts include the development of the overall master plan for the project and design development of the phase one area that will provide for the first ten-year period of interments. In order to meet the demands of the veteran population, a 'fast-track' burial development area was prepared to provide interments and immediate operation of the cemetery. Miller Legg also provided signal design. The site's freshwater wetlands, pine flatwoods and dense understory vegetation provide for a unique palette on which the master plan is developed. In addition, we provided surveys including topographic, boundary, tree, canal cross-sections and cross-sections of the roadway frontage along SR 441. Miller Legg's services also included preparation of the Storm Water Pollution Prevention Plan (SWPPP) for National Pollution Discharge Elimination System (NPDES) permitting.

**Cabbage Palm Wetland**

**Restoration Plan** - A Wetland Restoration Plan (WRP) project located in Martin County for the US Department of Agriculture Natural Resources Conservation Service. The project consists of 506 acres of ditches and levee which have changed the historical hydrology. Miller Legg performed habitat evaluations and mapped existing vegetative communities and identified proposed restoration objectives using differential global positioning system (GPS) and geographic information systems (GIS) mapping techniques. The project objective is to restore the hydrology within the site boundary as close to its pre-drained condition with the installation of control structure, which will prevent adverse effects to surrounding off-site properties.





## Dylan Larson, PWS, CEP

Principal-in-Charge

### Professional Experience:

Mr. Larson has significant experience in environmental consulting in Florida and is responsible for overseeing and performing studies and investigations on biological and ecological impacts affecting the firm's projects. This includes field evaluations, assessments, recommendations and report writing.

Dylan has established himself as a valuable leader and team member on a variety of the firm's projects that have involved environmental issues. Specific responsibilities include: wetland jurisdictional determination, dredge and fill permitting, wetland mitigation design, mitigation monitoring, recommendations for maintenance procedures, coordination and oversight of environmental GIS applications, and assistance with plan preparations and mitigation. In addition, Dylan is a Principal and member of the firm's Leadership Council.

### Relevant Project Experience:

**Allapattah Flats/Comprehensive Everglades Restoration Project (CERP)** - A 15,370-acre parcel of property acquired by the South Florida Water Management District (SFWMD) located in unincorporated Martin County at the intersection of SR 714 and County Road 609. Miller Legg prepared a preliminary restoration plan for Parcel C, including mapping of existing conditions, habitat evaluations and the identification of proposed restoration objectives using differential global positioning system (GPS) and geographic information systems (GIS) mapping techniques. The firm also performed tree surveys and wildlife surveys for protected species (primarily burrowing owls and gopher tortoises) in this former agricultural area that were added to a GIS database. The project goal was to restore historical wetland hydrology to the area. This project is part of the firm's contract with the SFWMD for Miscellaneous

Environmental Engineering Support Services to the CERP Contract.

**Broward County Owner's Representative Contract** - Miller Legg provided Owner's Representative services for District Seven Parks, Secret Woods Nature Center and Easterlin Park. Responsibilities included management of the procurement, permitting and construction repairs and replacement of existing park elements. The parks are located in the Cities of Dania Beach and Oakland Park. Program elements include: exotics removal, reforestation, boardwalk repairs and replacement, roof repairs and replacement, campground improvements and water, sewer and drainage improvements.

**Biscayne Bay Coastal Wetlands GIS** - This 45,000-acre project is generally located between US 1 and Biscayne Bay in southeast Miami-Dade County. The purpose of this project was to create an updated, generalized National Wetlands Inventory (NWI) map of the Biscayne Bay Coastal Wetlands (BBCW) project area for planning purposes. Through a combination of aerial photograph interpretation and field verifications, the 1990 NWI map was updated using Arcview GIS to reflect changes that have occurred (i.e. wetland loss, change in vegetative cover) since 1990.

**West Lake Park II - Environmental Services** - Miller Legg is the prime consultant for the permitting and design of enhancements for the second phase of this 1,400-acre estuarine wetland. Services provided included: water quality data analysis, hypothesis development and review, sediment analysis, fishery analysis, rip-rap design, benthic macro-invertebrate identification, seagrass survey, mitigation credit determination, negotiation of permit modifications, and permitting with the US Army Corps of Engineers, Florida Department of Environmental Protection, South Florida Water Management District, and

Years of Experience: 14

Years With the Firm: 13

### Registrations & Certifications:

Professional Wetland Scientist, 1999  
Wetland Delineation Certification, 1995  
Certified Environmental Professional, 2004  
PADI Certified Rescue Diver, 2003

### Education:

Bachelor of Science, Biology  
University of Wisconsin, 1994  
Bachelor of Science, Business Administration  
University of Wisconsin, 1994  
Master of Business Administration  
Nova Southeastern University, 1998

### Continuing Education:

FDOT Environmental Management Training Course  
Hydric Soils Seminar, Florida Assoc. of Environmental Soil Scientists

### Publications & Presentations:

Florida Chamber Environmental Permitting Summer School, "Practical Aspects of Environmental Resource Permitting", July 2001, 02, 03, 04 & 05, co-presenter  
Florida Department of Environmental Protection 3rd Annual GIS Workshop, "GPS Use in Wetland Delineations", October, 1998, co-author  
Published Paper / Presentation for NAEP & SER, "Florida Wetlands: Trending Toward Success", 1997, author / presenter

### Professional & Civic Activities:

Past Volunteer, Broward County DNRP - Wetlands Section  
Past Member, Broward League of Cities, Environmental Committee  
Past Board of Directors, Florida Association of Environmental Professionals, Treasure Coast  
Member, Florida Institute of Consulting Engineers Water Resources Committee  
Member, National Association of Environmental Professionals

**Broward County Environmental Protection Department.** The seagrass survey was conducted using scuba diving and digital global positioning satellite equipment and included transect/quadrant measurements of seagrass density, abundance, and frequency of occurrence.

**Town of Southwest Ranches Florida Communities Trust (FCT) Grant Assistance** - Provided key consulting services in support of the town's pursuit of open space/park areas for acquisition. Services provided include environmental services to evaluate ecological and enhancement characteristics of multiple sites and grant assistance through Florida Communities Trust and Broward County Land Bond Program. The sites include the Southwest Meadows Sanctuary, Frontier Trails Park, Oakee Haschee Farms/New Testament Park and Country Estates Fishing Hole. This assistance helped facilitate the acquisition of these sites that the town now has the opportunity to improve and enhance for public benefit.

**South Florida Water Management District (SFWMD) Miscellaneous Engineering Services** - Through a three-year contract, Miller Legg provided miscellaneous engineering consulting support services to the South Florida Water Management District. Services included: civil engineering, structural engineering, water resources engineering, mechanical, geotechnical and environmental engineering. Other services provided or managed under this contract included: architectural, land surveying, electrical engineering, landscape architecture, emergency management and engineering economic studies.

**South Florida Water Management District Miscellaneous Environmental Engineering Support Services to Comprehensive Everglades Restoration Project (CERP) Contract** - Through a three-year contract, Miller Legg provided miscellaneous environmental consulting support services to the South Florida

Water Management District for the CERP project including wildlife surveys and identification, wetlands evaluations, geographic information systems (GIS)/remote sensing, National Environmental Policy Act (NEPA) compliance assistance, wetland jurisdictional analysis, environmental permitting and threatened and endangered species services. Additional services include: civil engineering, structural engineering, water resources engineering, mechanical, geotechnical and environmental engineering, architectural, land surveying, electrical engineering, landscape architecture, emergency management and engineering economic studies.

**Roebuck Road Corridor Study (Environmental Due Diligence Study)** - An environmental due diligence and investigation of a 50-acre parcel for roadway corridor alignment feasibility in Palm Beach County. Services provided included: environmental field investigations including habitat mapping, plant species listing, wildlife analysis, and soils/hydrological indicator mapping, Geographic Information Systems (GIS) interpretation of data, GIS map production, and mitigation feasibility study for project impacts. Additional environmental due diligence was analyzed according to South Florida Water Management District (SFWMD) and United States Army Corps of Engineers (USACOE) environmental regulations.

**Long Key Natural Area/Habitat Restoration Project** - The Long Key project is a wetland mitigation project that was developed in cooperation with the Broward County Parks and Recreation Division, to be consistent with the resource management goals for the Long Key Natural Area (formerly known as the Flamingo Road Environmentally-Sensitive Lands (ESL)/Kapok Tree). The total on-site mitigation is approximately 30 acres, encompassing marsh creation, marsh enhancement, upland buffer creation and upland buffer enhancement. This mitigation was required by the US Army Corps of Engineers, Broward County, and the

South Florida Water Management District. The project supports a wide variety of wetland dependent avian species. Planted and recruited native plant species provide habitat for a variety of faunal species, including a number of state and federally listed species. *Awards: Award of Excellence, American Society of Landscape Architects, Florida Chapter, 2003; Landscape Architecture Award, Florida Nursery Growers & Landscape Association, 2003; Engineering Excellence Honorable Mention, Florida Institute of Consulting Engineers, 2002*

**Florida Department of Transportation (FDOT) District 4 Districtwide Environmental/Engineering Services** - Miller Legg served as the prime consultant in providing miscellaneous environmental and engineering services to FDOT District 4 for three years. Services provided included: wetland determination, development of mitigation proposals, design of mitigation plans, permit preparation and submittal, permit application coordination, wildlife and habitat studies, biological sampling and surveying, tree identification surveys, water quality studies, post design activities, and expert witness testimony.

**Coral Springs Miscellaneous Environmental Engineering Services** - The services provided under this contract include planning, environmental and landscape architectural designs, site and construction observations, and development reviews. The development review services were provided to assist the City of Coral Springs staff in the review of general development issues and to address specific environmental concerns of a proposed development project. In addition, Miller Legg supported the City staff by providing landscape architectural field inspection services to ensure that the landscape requirements were not only addressed in the submitted plans but also in the quality and quantity of material used in the field. These services were provided using a cost recovery process.





Years of Experience: 19

Years With the Firm: 7

#### Registrations & Certifications:

*Certified Ecologist, Ecological Society of America, FL, 2004*  
*Certified Environmental Professional, FL, 1997*  
*Certified Wetland Delineator (BSACOE), 1994*  
*NAUI Open Water I Certification, 1986*  
*PADI Advanced Open Water Certification, 2003*  
*Water Quality Certification (FDOT), 1994*

#### Education:

*Bachelor of Science, Biology*  
*University of Tampa, 1986*  
*Master of Science, Entomology*  
*Bugetts University, 1989*

#### Publications & Presentations:

*Guest Lecturer, Environmental Law Class, Florida Atlantic University, MBA Program, March, 2006*  
*Journal of Economic Entomology, "Palatability of Insecticides to Honey Bees (Hymenoptera: Apidae)", 1989, co-author*

#### Professional & Civic Activities:

*Member, Florida Association of Environmental Professionals*  
*Member, National Association of Environmental Professionals*  
*Member, Neighborhood Environmental Committee, City of Coral Springs*  
*Board Member, South Florida Association of Environmental Professionals*

## Mark Clark, MS, CEP, CE

### Quality Control

#### Professional Experience:

Mr. Clark is a Senior Biologist, responsible for performing studies and investigations on biological and ecological impacts affecting the firm's projects. This includes field evaluations, assessments, recommendations and report writing. Specific responsibilities include: wetland jurisdictional determination, environmental resource permitting, wetland mitigation design, mitigation monitoring, protected species coordination, seagrass mapping, endangered species biological assessments, permit construction compliance, coordination of environmental geographic information system (GIS) applications, National Environmental Policy Act (NEPA) documentation and assistance with plan preparations. Mr. Clark is also an Associate of the firm.

Mr. Clark has held the position of senior scientist and environmental sciences manager with other local, consulting firms. In addition, he was the District Permits Coordinator/Biologist for the Florida Department of Transportation, District 6. Responsibilities for this position included: permit coordination and processing with numerous environmental agencies, freshwater and estuarine wetland evaluations and delineations, protected species coordination, seagrass mapping, coral relocation, mitigation plan development, endangered species biological assessments and permit construction compliance.

#### Relevant Project Experience:

##### General Engineering Experience for the Seminole Tribe of Florida -

General consulting civil engineering services to the Seminole Tribe of Florida. Project manager and liaison for the Tribe for projects such as The Brighton Health Clinic, Immokalee Administration Center and the Hollywood Reservation Drainage Improvements.

##### Coral Springs Miscellaneous Environmental Engineering Services -

The services provided under this contract include planning, environmental and landscape architectural designs, site and construction observations, and development reviews. The development review services were provided to assist the City of Coral Springs staff in the review of general development issues and to address specific environmental concerns of a proposed development project. In addition, Miller Legg supported the City staff by providing landscape architectural field inspection services to ensure that the landscape requirements were not only addressed in the submitted plans but also in the quality and quantity of material used in the field. These services were provided using a cost recovery process.

##### Florida Department of Transportation (FDOT) District 4 Districtwide Environmental/Engineering Services -

Miller Legg served as the prime consultant in providing miscellaneous environmental and engineering services to FDOT District 4 for three years. Services provided included: wetland determination, development of mitigation proposals, design of mitigation plans, permit preparation and submittal, permit application coordination, wildlife and habitat studies, biological sampling and surveying, tree identification surveys, water quality studies, post design activities, and expert witness testimony.

##### South Florida VA National Cemetery -

The 313-acre site for this national cemetery is located in western Palm Beach County. Design efforts include the development of the overall master plan for the project and design development of the phase one area that will provide for the first ten-year period of interments. In order to meet the demands of the veteran population, a 'fast-track' burial development area was

prepared to provide interments and immediate operation of the cemetery. Miller Legg also provided signal design. The site's freshwater wetlands, pine flatwoods and dense understory vegetation provide for a unique palette on which the master plan is developed. In addition, we provided surveys including topographic, boundary, tree, canal cross-sections and cross-sections of the roadway frontage along SR 441. Miller Legg's services also included preparation of the Storm Water Pollution Prevention Plan (SWPPP) for National Pollution Discharge Elimination System (NPDES) permitting.

**South Florida Water Management District (SFWMD) 50-Acre Pilot Reservoir Study** - Informal wetland delineation and protected species surveys were required for this project. The project was performed for South Florida Water Management District (SFWMD) on district-owned land. The information obtained was incorporated by SFWMD into its permit application. A Wetland Rapid Assessment Procedure (WRAP) analysis was performed for this project. In addition, wetland delineation and protected species surveys were performed.

**West Lake Park II - Environmental Services** - Miller Legg is the prime consultant for the permitting and design of enhancements for the second phase of this 1,400-acre estuarine wetland. Services provided included: water quality data analysis, hypothesis development and review, sediment analysis, fishery analysis, rip-rap design, benthic macro-invertebrate identification, seagrass survey, mitigation credit determination, negotiation of permit modifications, and permitting with the US Army Corps of Engineers, Florida Department of Environmental Protection, South Florida Water Management District, and Broward County Environmental Protection Department. The seagrass survey was conducted using scuba diving and digital global positioning satellite transect/quadrant measurements of seagrass density, abundance, and frequency of occurrence.

**U.S. Coast Guard Station Seagrass Survey of Boat Basin** - Seagrass beds are critical marine habitats found in near-shore coastal areas. Impacts to protected seagrass beds are regulated by state and federal environmental protection agencies. Consequently, coastal development projects typically require an assessment of benthic (sea-floor) habitats to determine the presence of seagrasses. Miller Legg employs staff who are both marine biologists and certified scuba divers; these staff members are uniquely qualified to perform seagrass surveys as well as develop mitigation plans to offset unavoidable seagrass impacts. For this particular project, Miller Legg performed seagrass surveys that were needed to ensure that reconstruction of the basin bulkhead would not result in damage or destruction to seagrass beds.

**Broward County Owner's Representative Contract** - Miller Legg provided Owner's Representative services for District Seven Parks, Secret Woods Nature Center and Easterlin Park. Responsibilities included management of the procurement, permitting and construction repairs and replacement of existing park elements. The parks are located in the Cities of Dania Beach and Oakland Park. Program elements include: exotics removal, reforestation, boardwalk repairs and replacement, roof repairs and replacement, campground improvements and water, sewer and drainage improvements.

**Broward County Parks Bond Referendum** - As part of Broward County's \$400 million bond referendum in 2000, the Safe Parks and Land Preservation funds were used to preserve and reclaim almost 1,500 acres of conservation land, green space, and open space; and, repair and enhance the aging park system to provide safer parks. The County's Real Property Section retained Miller Legg to provide numerous environmental assessment services to aid in the acquisition of these properties. Services provided included: freshwater wetland assessments, brackish and tidal wetland assessments, upland tree resources, wetland jurisdictionals mitigation analysis and

project surveying. Sites have ranged in size from less than one acre to 22-acres and have included archeological sites, natural upland and lowland areas, wetlands, and mitigated sites throughout the County.

**Kiwanis Park Mitigation Project** - A six-acre cypress wetland mitigation area in the City of Coral Springs Park System. Services provided include: environmental investigations and assessment, hydrological analysis of site, development of management recommendation plan, preservation and enhancement of specific habitats, hydrologic enhancement design and implementation within specific habitats, continuing monitoring of ecological restoration, and permit compliance.

**Red Lichen Sanctuary** - A 14-acre parcel developed for mitigation. Services provided included: mitigation design and permitting with Broward County Department of Environmental Protection.

**C-4 Basin Flood Mitigation Project** - The C-4 Basin Flood Mitigation project involved the use of existing wetlands as an emergency detention basin. The project is to provide relief to flood-prone areas of the Cities of Sweetwater, West Miami and other unincorporated areas by intercepting surface waters coming from areas west of the basin and delaying their conveyance east of the project until after the flood danger passes. At that time, water routed to the basin would be released and conveyed East, via the C-4 Canal. Services provided by Miller Legg included: establishment of the wetland jurisdictional lines, verification of those jurisdictional lines with applicable regulatory agencies, provided environmental resource permitting support, prepared a Wetland Impact Report, assessed secondary wetland impacts associated with operation of the basin, development of a wetland monitoring plan, collection of baseline wetland data, pre and post-WRAP analyses, and hydrologic influences. Miller Legg developed a wetland monitoring plan to assess secondary impacts over five years.





## Sandra Smith, PE

Quality Control

Years of Experience: 14

Years With the Firm: 7

### Registrations & Certifications:

*Certified Survey Technician Level 1, FL, 2002*

*Registered Professional Engineer, FL, 1998*

### Education:

*Bachelor of Science, Civil Engineering  
Florida Institute of Technology, 1993*

### Continuing Education:

*Haestad Methods Certificate of Completion, Water  
Distribution Modeling  
PSM| Principals Bootcamp  
PSM| Project Management Bootcamp*

### Professional & Civic Activities:

*Member, Florida Engineering Society  
Past President, Florida Engineering Society, Broward Chapter  
Past State Director, Florida Engineering Society, Florida  
Section  
Past Regional Vice President, Florida Engineering Society,  
Florida Section  
Member, National Society of Professional Engineers  
Member, Water Environment Federation  
Award Recipient, Young Engineer of the Year, Florida  
Engineering Society, Broward, 2004  
Award Recipient, Young Engineer of the Year, Florida  
Engineering Society, Florida, 2004*

### Professional Experience:

Ms. Smith is responsible for the design, permitting, construction administration, and management of select engineering and multi-disciplinary projects. Typical projects include design of storm drainage, water management, roadways, modeling and design of complex water and wastewater systems, and utility coordination and phasing for roadway design, neighborhood improvement projects and other municipal projects. Ms. Smith is a Principal of the firm.

### Relevant Project Experience:

**City of Ft. Pierce Continuing Services** - The project consists of design and permitting for the restoration of five beach parks within the City of Fort Pierce. The parks to be improved include South Beach Park, Kimberly Burgallis Park, Surfside Park, Jaycee Park and Jetty Park. The beach parks combine the elements of both active and passive parks. Services provided to the City include landscape architecture design, civil engineering, surveying and environmental permitting. In addition, Miller Legg is overseeing subconsultants for geotechnical, structural, electrical and lighting services. The proposed park improvements include: restoration of public access points, dune mitigation, addition of pavilions and restrooms, boardwalk restoration, landscape architecture improvements, and expansion of recreational facilities including basketball courts, tennis courts and tot-lots. Success of the park restoration program requires close coordination with the City of Fort Pierce and subconsultants to incorporate the fast-track schedule requirements.

**School Board of St. Lucie County Continuing Contract Services** - A continuing contract to the School Board for numerous engineering related services including civil, traffic, and environmental. The first project under this contract was a due diligence report

for the planning, civil and traffic engineering and permitting, environmental site assessment (ESA), and management of geotechnical investigations by a subconsultant for a future K-8 school site located on 42-acres in the Torino neighborhood of Port St. Lucie. The Phase I ESA was conducted in conformance with ASTM, Standard Practice for ESA process (E1527-05). No recognized environmental conditions were discovered during the course of this assignment.

### School Board of St. Lucie County Torino Site Due Diligence

- A due diligence report for the planning, civil and traffic engineering and permitting, environmental site assessment, and management of geotechnical investigations by a subconsultant for a future K-8 school site located on 42-acres in the Torino neighborhood of Port St. Lucie.

### South Florida VA National Cemetery

- The 313-acre site for this national cemetery is located in western Palm Beach County. Design efforts include the development of the overall master plan for the project and design development of the phase one area that will provide for the first ten-year period of interments. In order to meet the demands of the veteran population, a 'fast-track' burial development area was prepared to provide interments and immediate operation of the cemetery. Miller Legg also provided signal design. The site's freshwater wetlands, pine flatwoods and dense understory vegetation provide for a unique palette on which the master plan is developed. In addition, we provided surveys including topographic, boundary, tree, canal cross-sections and cross-sections of the roadway frontage along SR 441. Miller Legg's services also included preparation of the Storm Water Pollution Prevention Plan (SWPPP) for National Pollution Discharge Elimination System (NPDES) permitting.

**Torino Park Master Plan** - This project consists of approximately 132 acres located in the northwest quadrant of the City of Port St. Lucie. A conceptual master plan has been developed to incorporate both active and passive park elements. The project will be constructed in multiple phases beginning with a baseball/softball quadraplex.

**Jessica Clinton Park** - A 20-acre community park located in the City of Port St. Lucie. Miller Legg teamed with The Collage Companies and the project was delivered using the design/build process. This facility provides active recreational opportunities that include two lighted baseball fields, a soccer/multi-use field, basketball and tennis courts. Passive recreation elements include a picnic area, playground and fitness trail. The park has a maintenance building and public restrooms. Miller Legg prepared the Storm Water Pollution Prevention Plan (SWPPP) and processed the Notice of Intent (NOI) for National Pollution Discharge Elimination Standards (NPDES) permitting.

**McChesney Park Soccer Field Expansion** - An existing active recreational facility with two regulation-sized soccer fields, concession/maintenance buildings, play area and parking. Miller Legg designed the park expansion consisting of three regulation-sized soccer fields, 205 additional paved parking spaces and a restroom building. The soccer fields will be equipped with sports lighting in order to facilitate nighttime play. Miller Legg prepared the Storm Water Pollution Prevention Plan (SWPPP) and processed the Notice of Intent (NOI) for National Pollution Discharge Elimination Standards (NPDES) permitting. The total project site is approximately 13 acres.

**Miramar DRC Plan Review** - Miller Legg has been providing plan review services for the City of Miramar as Cost-Recovery Consultant since 1996. Initially, Miller Legg began providing Development Review Committee (DRC)

Reviews for Landscape Architecture with the Community Services Department. The Landscape Data Chart which is still in use today for development reviews was first initiated under this contract. Since that time, the city has expanded the scope of services to include reviews with the Planning & Zoning Department as a Cost-Recovery Consultant. These fast-paced tasks included DRC services for residential, commercial and industrial sites throughout the city. Working closely with the staff to meet quick turnaround times, Miller Legg has provided the following project reviews to meet the needs of this growing municipality: site plan, master plan, platting plan, landscape plan, traffic plan and engineering plan.

**Eastern Miramar CDBG Infrastructure Assessment** - Study of approximately 153 acres in the vicinity of SR 7 including preparation of a conceptual master plan for upgrades to the existing infrastructure. The study included the evaluation of deficiencies in the existing water distribution system, options for providing sanitary sewer to the area, upgrades to roadways and installation of drainage systems, improvements to sidewalks and landscaping, entry ways, parks and street lighting. Project also included presentations for public input and acceptance.

**North County Neighborhood Improvement Project** - A 2,900-acre project located in unincorporated Broward County that consists of water, sewer, drainage, urban and rural roadway pavement, and landscaping services. Project first included a Basis of Design Report (BODR) for the entire 2,900-acres that evaluated the existing conditions and provided recommendations for improvements, and actual project design and administration of construction. This 20-year project involves stormwater, water and sewer system modeling, permitting and design of the water, sewer, drainage, and roadway improvements, public awareness, preparation of contract and bid documents, field monitoring, surveying, landscaping designs, and

entrance feature designs. Surveying services for this project included: horizontal and vertical global positioning systems (GPS) control networks for aerial photography, research and field surveys to establish approximately 105 miles of existing rights-of-way, and horizontal and vertical locations of existing improvements within the rights-of-way. During the contract administration of the southeast quadrant of the project, the County has allowed Miller Legg to complete construction of this portion on a fast-track schedule.

**Tropical Valley Neighborhood Improvement Project** - An 80-acre residential and industrial improvement project in Miramar. Services provided included: design for replacement of the existing water distribution system, installation of a gravity sewer system and three sewage lift stations, retrofitting of drainage systems and roadways, storm water modeling, field investigations to determine drainage issues, public meetings to address citizen concerns, construction cost estimating to assist with budgeting, permitting, and construction services for the City of Miramar.

**West Lake Park II - Environmental Services** - Miller Legg is the prime consultant for the permitting and design of enhancements for the second phase of this 1,400-acre estuarine wetland. Services provided included: water quality data analysis, hypothesis development and review, sediment analysis, fishery analysis, rip-rap design, benthic macro-invertebrate identification, seagrass survey, mitigation credit determination, negotiation of permit modifications, and permitting with the US Army Corps of Engineers, Florida Department of Environmental Protection, South Florida Water Management District, and Broward County Environmental Protection Department. The seagrass survey was conducted using scuba diving and digital global positioning satellite equipment and included transect/quadrant measurements of seagrass density, abundance, and frequency of occurrence.





## Marc Hawes, PE

Phase I & II Environmental Services

### Professional Experience:

Mr. Hawes oversees the Environmental Engineering Department firmwide. His significant experience in consulting, primarily in the environmental industry, has served both public and private sector clients throughout Florida.

Prior to joining the firm, Mr. Hawes worked for a nationwide engineering firm where he managed federal, state, and commercial clients. He spent over five years managing due diligence services in support of small and large-acreage property acquisitions for the two largest water management districts in Florida. In addition, Mr. Hawes was responsible for performing and directing remedial investigations, focused source removals, tank closures, contaminant assessment reports, Resource Conservation and Recovery Act facility investigations, and the design and implementation of groundwater remediation systems.

### Relevant Project Experience:

**General Environmental Engineering Services for the City of Stuart -** Miller Legg is currently assisting the City of Stuart by providing environmental services to support the restoration efforts for Haney Creek and Poppleton Creek. These projects are being performed under a general environmental engineering service contract with the City. Services provided include: design and permitting, public relations, land acquisition assistance, environmental assessments, engineering plans, and environmental restoration plans.

**Former Citco Kanner Highway FDEP -** Miller Legg was contracted by the Florida Department of Environmental Protection (FDEP) under the Preapproval Program to complete a contamination assessment at a former Citco located in Stuart, Florida. The project includes coordinating with subcontractors, submitting permits, and

collecting sampling data. Currently, Mr. Hawes is designing the Remedial Action Plan, scheduled to be implemented in the summer of 2007. Miller Legg was contracted by the Florida Department of Environmental Protection (FDEP) under the Preapproval Program to complete a contamination assessment at a former Citco located in Stuart, Florida. The project includes coordinating with subcontractors, submitting permits, and collecting sampling data.

### Limited Contamination Assessment Report (LCAR)

**Former Service Station -** The LCAR was conducted on behalf of the Estate of Larry Wright and documented the findings and recommendations of the Limited Contamination Assessment (LCA) conducted at 6655 and 6755 South Kanner Highway (State Road 76), Stuart, Martin County, Florida. The purpose of the LCAR was to further characterize the extent of petroleum impacts on the Property and make a recommendation for a path forward. The LCAR was completed as a requirement for participation in the Petroleum Cleanup Participation (PCP) Program. Four underground storage tanks (USTs) were originally associated with the gas station. Free product and contaminated groundwater were documented within the study area. Based on the findings from this assessment, Miller Legg recommended an initial source removal action within the smear zone and additional assessment to determine the extent of groundwater contamination beyond the property boundaries.

**Palm Beach County Belle Glade Jail Expansion -** Miller Legg conducted a Phase I Environmental Site Assessment (ESA), a limited soil assessment, and a preliminary natural resources assessment for a 10-acre parcel located in Palm Beach County, Florida. No evidence of recognized environmental conditions were identified during the Phase I ESA. The soil assessment identified elevated

Years of Experience: 11

Years With the Firm: 7

### Registrations & Certifications:

Registered Professional Engineer, FL, 2902

### Education:

Bachelor of Science, Civil Engineering  
Florida State University, 1994

### Continuing Education:

2005 Florida Brownfields Conference

2006 Florida Brownfields Conference

OSHA 40-hour Training Course for Hazardous Waste Operations

OSHA 8-hour Supervisor Training Course for Hazardous Waste Operations

### Publications & Presentations:

FL Chamber Environmental Permitting & Growth Management Short Course, *Environmental Due Diligence in Land Transactions*, February 2006/2007, Speaker

FL Chamber's 20th Annual Environmental Permitting Summer School, *Due Diligence in Land Transactions*, July 20, 2006, Speaker

### Professional & Civic Activities:

Member, Florida Brownfields Association

Member, Florida Engineering Society

Member, Florida Institute of Consulting Engineers

Member, National Society of Professional Engineers

arsenic concentrations within the sugar can fields.

**Palm Beach County Belle Glade Right-of-Way** - Miller Legg conducted a Phase I Environmental Site Assessment (ESA) of the right-of-way associated with SW 14th Street in Belle Glade. No evidence of recognized environmental conditions were identified during the Phase I ESA.

**Palm Beach County Environmental Contract** - Since 2003, Miller Legg has been working with Palm Beach County through this continuing services contract and is responsible for conducting Phase I Environmental Site Assessments (ESA) pursuant to ASTM Standard E1527-05. Elements of the ESAs included in the scope of work are regulatory database and file reviews, historical document reviews, interviews, on-site visual inspections and final report preparation. The firm is also responsible for conducting Phase II ESAs to evaluate suspected environmental impacts at various sites. In addition, Miller Legg has had to coordinate sampling results with project engineers to assist with their facility development plans.

**SBBC Water Use Permitting** - Miller Legg assisted the SBBC with permitting their existing irrigation wells. Miller Legg conducted research into each facility to locate potential environmental concerns. Furthermore, where schools were located within a saltwater intrusion area, the irrigation wells were sampled for chloride levels. Based on comments from the South Florida Water Management District (SFWMD), 16 schools were sampled for petroleum and/or chloride levels to evaluate groundwater impacts. Miller Legg completed all permit addendums and submitted them to the SFWMD to complete the permitting process.

**School Board of Broward County Environmental Site Assessments** - Miller Legg conducted 15 Phase I

Environmental Site Assessments (ESA) in a period of two weeks. To accomplish this task, Miller Legg divided the sites among four teams. Through effective teamwork and constant communication with the client, the project was performed within the budget and schedule. The Phase I ESAs complied with the processes prescribed by the American Society for Testing and Materials (ASTM), Standard Practice for ESA process.

**School Board of St. Lucie County Torino Site Due Diligence** - A due diligence report for the planning, civil and traffic engineering and permitting, environmental site assessment, and management of geotechnical investigations by a subconsultant for a future K-8 school site located on 42-acres in the Torino neighborhood of Port St. Lucie.

**U.S. Coast Guard Station Seagrass Survey of Boat Basin** - Seagrass beds are critical marine habitats found in near-shore coastal areas. Impacts to protected seagrass beds are regulated by state and federal environmental protection agencies. Consequently, coastal development projects typically require an assessment of benthic (sea-floor) habitats to determine the presence of seagrasses. For this particular project, Miller Legg performed seagrass surveys that were needed to ensure that reconstruction of the basin bulkhead would not result in damage or destruction to seagrass beds.

**Palm Beach County Pahokee Right-of-Way** - Miller Legg conducted a Phase I Environmental Site Assessment (ESA) of the right-of-way associated with an unimproved roadway in Pahokee. No evidence of recognized environmental conditions were identified during the Phase I ESA.

**Palm Beach County Palm Beach Lakes Boulevard** - Miller Legg conducted a Phase I Environmental Site

Assessment (ESA) of four parcels of land located along Palm Beach Lakes Boulevard in West Palm Beach. No evidence of recognized environmental conditions were identified during the Phase I ESA.

**Environmental Quality And Enhancement Initiatives** - Miller Legg was the lead contributor to the water portion of the environmental footprint development. Potential direct and indirect sources of environmental impacts to the ground water and storm water media at the airport were examined. In addition, potable and non-potable water conditions were examined to establish a baseline of current uses which, with the implementation of better management practices and water saving devices, could be reduced. The purpose of this project was to provide the Broward County Aviation Department with choices on how to lessen the impact on natural resources and to examine the potential effects of those choices compared to the economic requirements of their implementation.

**Contamination Assessment (CA) & Remedial Feasibility Study** - For this project, Miller Legg managed a range of consulting services for an operating dry-cleaning supply facility located in Dade County, Florida. We initiated a contamination assessment at the request of the facility's insurance carrier for a perchloroethylene release into a facility storm drain. Tasks included coordinating hazardous waste removal and soil/ground water assessment activities with subcontractors and Dade County Environmental Resource Management personnel, data collection and evaluation, and submittal of a contamination assessment report specifying vertical and area extent of soil and ground water impacts. Several remedial alternatives were submitted to the client outlining engineering requirements, cost estimates, and potential benefits/liabilities for each alternative.



# Ajani Stewart

Phase I & II Environmental Services

## Professional Experience:

Mr. Stewart joined Miller Legg as an Environmental Scientist in the firm's South Florida Office. He has more than six years of experience in environmental engineering performing site inspections, evaluations, reports and remediation related to stormwater pollution prevention plans (SWPPP), spill prevention control and countermeasures (SPCC) plans, health and safety plans, petroleum storage tank removals, discharge investigations, closure assessment reports for regulatory review, soil surface and groundwater contamination investigations and remediation, cleanup reports, administrative hearings and judicial proceedings and educational sessions on applicable rules and regulations for this industry.

Prior to joining Miller Legg, Mr. Stewart was with another engineering firm in Florida. He also was Southeast District Coordinator for the Florida Department of Environmental Protection for the drycleaning solvent cleanup program and an environmental specialist in their hazardous waste compliance/enforcement section.

## Relevant Project Experience:

### Former Citco Kanner Highway

**FDEP** - Miller Legg was contracted by the Florida Department of Environmental Protection (FDEP) under the Preapproval Program to complete a contamination assessment at a former Citco located in Stuart, Florida. The project includes coordinating with subcontractors, submitting permits, and collecting sampling data. Currently, Mr. Hawes is designing the Remedial Action Plan, scheduled to be implemented in the summer of 2007. Miller Legg was contracted by the Florida Department of Environmental Protection (FDEP) under the Preapproval Program to complete a contamination assessment at a former

Citco located in Stuart, Florida. The project includes coordinating with subcontractors, submitting permits, and collecting sampling data.

### Sunland Park Elementary School

**Sampling** - The School Board of Broward County (SBBC) retained Miller Legg to provide consulting services regarding groundwater impacts associated with a former dry cleaner located adjacent to Sunland Park Elementary School. A concerned resident contacted the SBBC and the local newspaper to expose a potential human health hazard to the children of the school. The school was pulling groundwater for irrigation purposes and were not aware of the contaminated groundwater plume nearby. The SBBC began preparations to move the school, unaware of other options. Miller Legg conducted soil sampling at the school and found no contaminants in the soil. Miller Legg recommended that the school switch to potable water for irrigation purposes to prevent future exposures. Miller Legg met with a SBBC Board Member, the Principal of the school, and the concerned resident to explain the results. Once the resident understood the results, the issue was alleviated. The SBBC had arranged for the relocation of the school, but based on our efforts, the elementary school location was unaffected which saved the SBBC a tremendous amount of resources.

### Marina Mile Park of Commerce

For this 18-acre industrial/office parcel located between SW 30th Avenue and Tram Road in the City of Dania Beach, Miller Legg is providing services for a proposed park of commerce including: preliminary and final engineering design and permitting, utility coordination, surveying, planning, site planning, landscape architecture design, irrigation design and construction observation services.



Years of Experience: 6  
Years With the Firm: 1

## Registrations & Certifications:

*OSHA 40-Hour HAZWOPER Certification  
FDEP Stormwater, Erosion & Sedimentation Inspector  
National Enforcement Training Institute: Basic*

## Education:

*Master of Business Administration, Environmental  
Management  
Florida Atlantic University, 2004  
Bachelor of Science, Environmental Studies  
Florida International University, 2001*

**Netherton Greens Due Diligence -**

Miller Legg is providing environmental consulting services for a designated Florida Brownfield Site in Opa Locka, Florida in order to restore a blighted area into a useable community resource. A Phase I Environmental Site Assessment was conducted on a 52-acre borrow pit which approximately 20% is planned to be filled in and developed as low-income housing. A 8-acre parcel located to the south is a former illegal dumping site with known asbestos and petroleum impacts in the soil and groundwater. Miller Legg has currently collected 10 soil samples for asbestos analysis and is forming a work plan with Miami-Dade Environmental Resources Management to conduct a full Site Assessment Report. The ultimate goal is to close this site through engineering controls and develop the site as a retail shopping center.

**Broward County Aviation**

**Department** - Mr. Stewart was the project manager for several projects contracted with Broward County Aviation Department. The services included monitoring environmental legislation for changes/proposed changes, conducting compliance audits and designing employee training programs to maintain environmental compliance with regulations and permits. He supervised the removal of several petroleum storage tanks, conducted discharge investigations and prepared closure assessment reports for regulatory review. He also delineated soil and groundwater contaminant plumes associated with petroleum releases, conducted remediation activities at petroleum contaminated sites utilizing monitored natural attenuation, biological enhancement, and source removal through excavation.

**WPLG Channel 10 North Dade Site**

- For this 38-acre site in North Miami-Dade County owned by a local ABC-TV affiliate, WPLG Channel 10, Miller Legg provided boundary and topographic surveying services.



# Sarah Damphousse

Phase I & II Environmental Services



Years of Experience: 7

Years With the Firm: 1

## Education:

Bachelor of Arts, Environmental Science  
Trinity College of Vermont, 2000

## Continuing Education:

ASTM Phase I and II Environmental Site Assessments Training Course  
OSHA 40-hour Training Course for Hazardous Waste Operations

## Professional Experience:

Ms. Damphousse is an Environmental Scientist in the firm's Central Florida Office. She is responsible for Phase I and II Environmental Site Assessments, environmental sampling, contamination assessments and quality assurance.

## Relevant Project Experience:

**Palm Beach County Former Pike Utility Property** - Miller Legg conducted a Phase I Environmental Site Assessment (ESA) for a ± 10-acre parcel located in Palm Beach County, Florida. The Property formerly housed a wastewater treatment plant that had since been decommissioned. The Phase I ESA recommended a Phase II ESA be conducted to further assess the past uses of the site and possible impacts associated with an adjacent golf course maintenance area.

**Palm Beach County Environmental Contract** - Since 2003, Miller Legg has been working with Palm Beach County through this continuing services contract and is responsible for conducting Phase I Environmental Site Assessments (ESA) pursuant to ASTM Standard E1527-05. Elements of the ESAs included in the scope of work are regulatory database and file reviews, historical document reviews, interviews, on-site visual inspections and final report preparation. The firm is also responsible for conducting Phase II ESAs to evaluate suspected environmental impacts at various sites. In addition, Miller Legg has had to coordinate sampling results with project engineers to assist with their facility development plans.

**Presidential Golf Course** - The 18th green and 10th t-box at this golf course is being acquired by a developer for the completion of a future residential tower. Due to the historical use of pesticides on the green, Miller Legg was tasked with identifying impacted areas. Miller Legg conducted field investigations, which

included the collection of nearly 60 soil samples for arsenic and organochlorine pesticide analyses, and prepared maps visually detailing the degree of impacts over a current aerial photograph. Miller Legg is currently overseeing the remediation effort.

**Torino Phase I Environmental Site Assessment** - Miller Legg completed a Phase I Environmental Site Assessment on a 42-acre parcel in St. Lucie, Florida. The report was completed in conformance with the new ASTM E 1527-05 practice. Services included site reconnaissance, historical data evaluation, regulatory research, and reporting.

**School Board of Broward County Environmental Site Assessments** - Miller Legg conducted 15 Phase I Environmental Site Assessments (ESA) in a period of two weeks. To accomplish this task, Miller Legg divided the sites among four teams. Through effective teamwork and constant communication with the client, the project was performed within the budget and schedule. The Phase I ESAs complied with the processes prescribed by the American Society for Testing and Materials (ASTM), Standard Practice for ESA process.

**Palm Beach County Belle Glade Jail Expansion** - Miller Legg conducted a Phase I Environmental Site Assessment (ESA), a limited soil assessment, and a preliminary natural resources assessment for a 10-acre parcel located in Palm Beach County, Florida. No evidence of recognized environmental conditions were identified during the Phase I ESA. The soil assessment identified elevated arsenic concentrations within the sugar can fields.

**Netherton Greens Due Diligence** - Miller Legg is providing environmental consulting services for a designated Florida Brownfield Site in Opa Locka, Florida in order to restore a blighted

area into a useable community resource. A Phase I Environmental Site Assessment was conducted on a 52-acre borrow pit which approximately 20% is planned to be filled in and developed as low-income housing. A 8-acre parcel located to the south is a former illegal dumping site with known asbestos and petroleum impacts in the soil and groundwater. Miller Legg has currently collected 10 soil samples for asbestos analysis and is forming a work plan with Miami-Dade Environmental Resources Management to conduct a full Site Assessment Report. The ultimate goal is to close this site through engineering controls and develop the site as a retail shopping center.

#### **General Environmental Engineering Services for the City of Stuart -**

Miller Legg is currently assisting the City of Stuart by providing environmental services to support the restoration efforts for Haney Creek and Poppleton Creek. These projects are being performed under a general environmental engineering service contract with the City. Services provided include: design and permitting, public relations, land acquisition assistance, environmental assessments, engineering plans, and environmental restoration plans.

#### **Former Citco Kanner Highway**

**FDEP** - Miller Legg was contracted by the Florida Department of Environmental Protection (FDEP) under the Preapproval Program to complete a contamination assessment at a former Citco located in Stuart, Florida. The project includes coordinating with subcontractors, submitting permits, and collecting sampling data. Currently, Mr. Hawes is designing the Remedial Action

Plan, scheduled to be implemented in the summer of 2007. Miller Legg was contracted by the Florida Department of Environmental Protection (FDEP) under the Preapproval Program to complete a contamination assessment at a former Citco located in Stuart, Florida. The project includes coordinating with subcontractors, submitting permits, and collecting sampling data.

**Gulfstream Site** - This project involved the isolation of an arsenic-impacted groundwater plume at a horse stable. Through multiple site visits, Miller Legg conducted nearly 50 soil samples, nine sediment samples, five surface water samples, and two groundwater samples. The results were utilized to define the impacted area for future source removal activities.

#### **Imagination Farms (SBBC NNN) -**

Miller Legg performed a Phase I and II Environmental Site Assessment for the School Board of Broward County on 49 acres. The site was designated as the NNN site and designated for a future high school. The site was formerly used for agricultural purposes. Miller Legg also conducted a wetland delineation survey on the property.

#### **Lakes of Inverrary Condominiums -**

Miller Legg conducted a site assessment to investigate soil and groundwater impacts associated with a former underground storage tank (UST) located at the property. Miller Legg conducted soil screening and installed, developed and sampled ground water monitoring wells at the property. The monitoring wells were installed to three different depths to assess vertical groundwater impacts. Soil screening was conducted with an organic vapor analyzer (OVA)

and results indicated that no petroleum impacts were present in the unsaturated zone. No free product was observed in the monitoring wells, but petroleum impacts were detected in groundwater samples collected in the intermediate groundwater monitoring wells. Miller Legg concluded that concentrations of petroleum constituents were within the Florida Department of Environmental Protection's (FDEP) Natural Attenuation default criteria and recommended quarterly sampling to assess if natural attenuation processes would mitigate concentrations to below Groundwater Cleanup Target Levels (GCTLs). Miller Legg is continuing to collect quarterly groundwater samples at the project site to evaluate natural attenuation processes. Quarterly reports are submitted to the Broward County Environmental Protection Department.

#### **Environmental Quality And**

#### **Enhancement Initiatives -**

Miller Legg was the lead contributor to the water portion of the environmental footprint development. Potential direct and indirect sources of environmental impacts to the ground water and storm water media at the airport were examined. In addition, potable and non-potable water conditions were examined to establish a baseline of current uses which, with the implementation of better management practices and water saving devices, could be reduced. The purpose of this project was to provide the Broward County Aviation Department with choices on how to lessen the impact on natural resources and to examine the potential effects of those choices compared to the economic requirements of their implementation.



## John Tessier

*Environmental Services*

### Professional Experience:

Mr. Tessier is a Biologist in the firm's Palm Beach Office where he is responsible for performing investigations on biological and ecological impacts affecting the firm's public and private projects. This includes field evaluations, assessments, recommendations, and report writing. Specific responsibilities include: wetland determination and delineation, wetland mitigation design and monitoring, environmental permitting, threatened and endangered species surveys and assessments, benthic surveys, coral, seagrass, and mangrove surveys and monitoring.

Prior to joining Miller Legg, Mr. Tessier was with a local multi-disciplined consulting firm in West Palm Beach at which he gained water quality monitoring and project management experience. Operating under CERP, he worked on a Kissimmee River restoration project which covered 19 different water quality monitoring projects including weekly, biweekly, quarterly and emergency sampling events. Functions included: site history research, neighboring risk evaluation, surface water sampling, ground water sampling, sediment sampling, light penetration readings, rain collector maintenance and sampling, use and maintenance of surface water auto samplers, temperature probe data deployment, downloads, and readings, macro invertebrate sampling, summary of findings report, remediation reporting, remediation/construction oversight, and follow up monitoring.

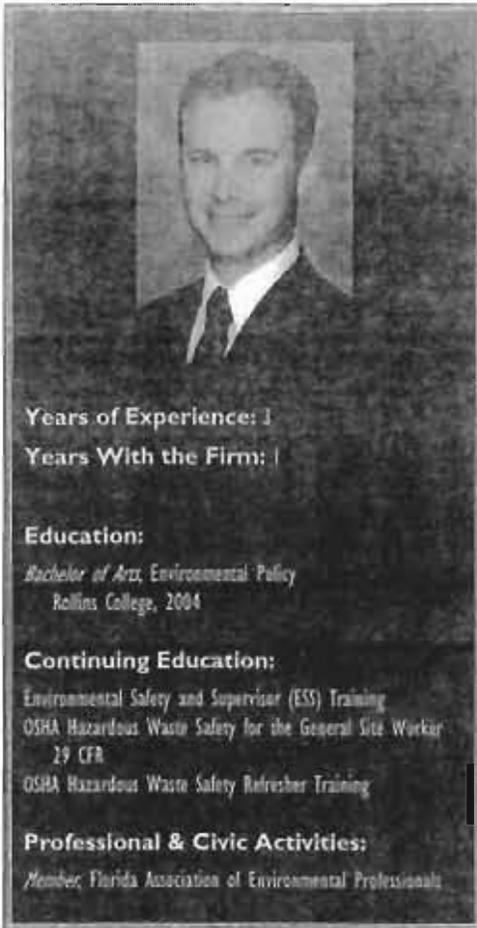
### Relevant Project Experience:

**City of Ft. Pierce Continuing Services** - The project consists of design and permitting for the restoration of five beach parks within the City of Fort Pierce. The parks to be improved include South Beach Park, Kimberly Burgallis Park, Surfside Park, Jaycee Park and Jetty Park. The beach parks

combine the elements of both active and passive parks. Services provided to the City include landscape architecture design, civil engineering, surveying and environmental permitting. In addition, Miller Legg is overseeing subconsultants for geotechnical, structural, electrical and lighting services. The proposed park improvements include: restoration of public access points, dune mitigation, addition of pavilions and restrooms, boardwalk restoration, landscape architecture improvements, and expansion of recreational facilities including basketball courts, tennis courts and tot-lots. Success of the park restoration program requires close coordination with the City of Fort Pierce and subconsultants to incorporate the fast-track schedule requirements.

**Palm Beach County Environmental Contract** - Since 2003, Miller Legg has been working with Palm Beach County through this continuing services contract and is responsible for conducting Phase I Environmental Site Assessments (ESA) pursuant to ASTM Standard E1527-05. Elements of the ESAs included in the scope of work are regulatory database and file reviews, historical document reviews, interviews, on-site visual inspections and final report preparation. The firm is also responsible for conducting Phase II ESAs to evaluate suspected environmental impacts at various sites. In addition, Miller Legg has had to coordinate sampling results with project engineers to assist with their facility development plans.

**Ft. Pierce Coastal Construction Control Line Permitting** - Through our continuing services contract with the City of Ft. Pierce, Miller Legg is providing Coastal Construction Control Line Permitting services for Jetty Park, Kimberly Bregalis Park and South Beach Boardwalk Park. Services include existing site condition analysis, on-site jurisdictional determination, and preparation and submittal of applications and sketches indicating project plan with



mitigation, and support data to the Florida Department of Environmental Protection. Miller Legg is also preparing a mitigation plan for Kimberly Bregalis and South Beach Boardwalk Parks, which includes designing a plan to offset dune impacts associated with the proposed improvements.

#### **S-5A Boat Ramp Replacement -**

Miller Legg was responsible for the design, engineering, surveying, environmental permitting, mitigation design and monitoring for the replacement of a boat ramp at the north end of Arthur R. Marshall Loxahatchee National Wildlife Refuge. Services provided include: roadway and boat ramp design and engineering, topographic survey, road cross sections and canal sections, wetland jurisdictional determination, mitigation determination, siting, and design, permitting and coordination with the US Army Corps of Engineers, South Florida Water Management District, Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, and the US Fish and Wildlife Service.

#### **South Florida Water Management District (SFWMD) Comprehensive Everglades Restoration Project (CERP) Phase I, II and III Environmental Site Assessments (Individual Experience) -**

For this Lower Kissimmee River Restoration project as part of the CERP, Mr. Tessier was involved in the restoration of the Kissimmee River and its floodplain ecosystem. The banks of the Kissimmee River have long been used for cattle grazing and farming. Now CERP aims to re-flood these lands to restore a more natural community to further protect this watershed. Services performed included environmental site assessments for almost 40 square miles.

**Riverbend Park** - One of Palm Beach County's natural beautiful parks offers 648 acres of passive recreational opportunities included hiking, biking, equestrian, canoeing, picnicking and educational activities. The park has the following special facilities: interpretive center, farmstead village, Seminole village, special events area and a

historical re-enactment area. Specialized master planning was required to achieve a balance between the environment, historical significance and recreation.

#### **Palm Beach County Belle Glade Jail**

**Expansion** - Miller Legg conducted a Phase I Environmental Site Assessment (ESA), a limited soil assessment, and a preliminary natural resources assessment for a 10-acre parcel located in Palm Beach County, Florida. No evidence of recognized environmental conditions were identified during the Phase I ESA. The soil assessment identified elevated arsenic concentrations within the sugar can fields.

#### **Glades General Hospital**

**Replacement Facility** - A 50-acre development near Belle Glade, Palm Beach County, Florida for a new 70-bed hospital to replace the existing Glades Central Hospital. Miller Legg provided wetland and wildlife investigations and environmental resource permitting with the South Florida Water Management District and US Army Corps of Engineers.

**Wellington K Park** - Miller Legg is providing civil site engineering, environmental permitting and surveying services for a 67-acre active recreational facility/park for the Village of Wellington. The park will include six multi-use sports fields, two baseball fields, four buildings for concession, restrooms and maintenance/storage facility, wetland creation area with access via boardwalks and gazebos, sidewalks and pedestrian trails. Environmental services include wetland/upland/protected species investigation, environmental permitting through the South Florida Water Management District and the US Army Corps of Engineers, and conceptual and final wetland mitigation design.





## Kristin Zeranski

*Environmental Services*

### Professional Experience:

As a Biologist in the Palm Beach Office of Miller Legg, Ms. Zeranski is responsible for performing investigations on biological and ecological impacts affecting the firm's public and private sector projects. Specific responsibilities include: wetland determinations and delineations, wetland mitigation design and monitoring, environmental permitting, threatened and endangered species surveys and assessments, and habitat mapping.

Prior to joining Miller Legg, Ms. Zeranski was a Biologist with a local environmental engineering firm in West Palm Beach where she performed water quality, sediment and vegetation sampling.

### Relevant Project Experience:

**City of Ft. Pierce Continuing Services** - The project consists of design and permitting for the restoration of five beach parks within the City of Fort Pierce. The parks to be improved include South Beach Park, Kimberly Burgallis Park, Surfside Park, Jaycee Park and Jetty Park. The beach parks combine the elements of both active and passive parks. Services provided to the City include landscape architecture design, civil engineering, surveying and environmental permitting. In addition, Miller Legg is overseeing subconsultants for geotechnical, structural, electrical and lighting services. The proposed park improvements include: restoration of public access points, dune mitigation, addition of pavilions and restrooms, boardwalk restoration, landscape architecture improvements, and expansion of recreational facilities including basketball courts, tennis courts and tot-lots. Success of the park restoration program requires close coordination with the City of Fort Pierce and subconsultants to incorporate the fast-track schedule requirements.

### Cabbage Palm Wetland

**Restoration Plan** - A Wetland Restoration Plan (WRP) project located in Martin County for the US Department of Agriculture Natural Resources Conservation Service. The project consists of 506 acres of ditches and levee which have changed the historical hydrology. Miller Legg performed habitat evaluations and mapped existing vegetative communities and identified proposed restoration objectives using differential global positioning system (GPS) and geographic information systems (GIS) mapping techniques. The project objective is to restore the hydrology within the site boundary as close to its pre-drained condition with the installation of control structure, which will prevent adverse effects to surrounding off-site properties.

### Ft. Pierce Coastal Construction

**Control Line Permitting** - Through our continuing services contract with the City of Ft. Pierce, Miller Legg is providing Coastal Construction Control Line Permitting services for Jetty Park, Kimberly Bregalis Park and South Beach Boardwalk Park. Services include existing site condition analysis, on-site jurisdictional determination, and preparation and submittal of applications and sketches indicating project plan with mitigation, and support data to the Florida Department of Environmental Protection. Miller Legg is also preparing a mitigation plan for Kimberly Bregalis and South Beach Boardwalk Parks, which includes designing a plan to offset dune impacts associated with the proposed improvements.

### Loxahatchee River Road Bridge

**Replacement** - Miller Legg is responsible for wetland jurisdictional determination, seagrass survey, environmental resource permitting through the South Florida Water Management District (SFWMD) and US Army Corps of Engineers (USACOE), civil engineering design, and right-of-way permitting through SFWMD, and US

Years of Experience: 3

Years With the Firm: 1

### Registrations & Certifications:

*NAUI Open Water 1 Certification, FL, 2002*

### Education:

*Bachelor of Science, Biology/Marine Biology  
Florida Institute of Technology, Melbourne, FL, 2003*

### Continuing Education:

*ArcGIS 8.x Certification, March 2004*

### Professional & Civic Activities:

*Member, Florida Association of Environmental Professionals*

Coast Guard bridge permitting for the replacement of Loxahatchee River Road and Bridge in the Town of Jupiter, Palm Beach County. The project involves coordination with numerous agencies, including the SFWMD, USACOE, Florida Department of Environmental Protection, US Fish and Wildlife Service, National Marine Fisheries Service, and the Environmental Protection Agency.

**Riverbend Park Phase One** - This 850-acre Palm Beach County Regional Park is located in the Town of Jupiter. Services provided include: wetland delineation, tree survey, environmental resource permitting, mitigation assessment and design, infrastructure engineering and design, planning, and survey. This project included extensive coordination with the US Army Corps of Engineers, US Fish and Wildlife Service, National Marine Fisheries Service, US Environmental Protection Agency, South Florida Water Management District, Florida Department of Environmental Protection, and Palm Beach County Environmental Resources Management.

**Florida Department of Transportation (FDOT) District 4 SR A1A Roadway Improvements in Ft. Pierce** - Roadway and bridge improvements to SR A1A in St. Lucie County included milling and resurfacing, the addition of swales and sidewalks, as well as addressing any environmental impacts to the surrounding area. Channel culverts were installed to reconnect wetland areas divided by the roadway to improve the hydrology between wetland areas on either side of the road. Additionally, as a result of damage sustained during the 2004 hurricane season, emergency repairs have been made to three bridges along the roadway. Services provided include: civil engineering, environmental permitting, and wetland investigation and mitigation. Miller Legg served as a subconsultant to HNTB.

**Everglades Restoration Stormwater Treatment Area (STA) (Individual Experience)** - As part of the Comprehensive Everglades Restoration Plan (CERP), this project consisted of five treatment wetlands in Palm Beach and Hendry counties, providing over 40,000 acres of water treatment. The constructed wetlands were planted with specific types of vegetation to efficiently reduce phosphorus levels from stormwater runoff and other sources before it entered the Everglades Protection Area. Over 340 metric tons of phosphorus have already been removed from stormwater runoff in the past 10 years due to the STAs and combined with Best Management Practices (BMPs), over 1,400 metric tons of phosphorus have been prevented from reaching the Everglades. Services provided by Ms. Zeranski include: water and vegetation quality monitoring and analysis within and downstream of the STAs.

**Congress Avenue (Lantana Road to Melaleuca Lane)** - Congress Avenue is a one-mile roadway project which will widen the existing four-lane roadway to six lanes from Lantana Road to Melaleuca Lane. In addition to widening the roadway, the project will add landscaping and an improved sidewalk network along this heavily traveled corridor. Services being provided include roadway design, associated drainage, transit improvements, traffic engineering analysis, mitigation analysis and design, wetland jurisdictional determination, widening and/or replacement of the northbound and southbound bridges over the L-14 and L-16 Canals, intersection improvements, signalization, pavement marking, utility adjustment, cost estimating, permitting, and public awareness. The various agency interests for this project included the South Florida Water Management District for a water use permit for dewatering and

stormwater report, US Army Corps of Engineers, Palm Beach County Department of Environmental Resources Management and Lake Worth Drainage District. Since the construction of the widening is to be performed along an existing roadway corridor which includes entrances to the JFK Medical Center, coordination of the potential impacts on access to the facility is an important element of the project.

**Glades General Hospital Replacement Facility** - A 50-acre development near Belle Glade, Palm Beach County, Florida for a new 70-bed hospital to replace the existing Glades Central Hospital. Miller Legg provided wetland and wildlife investigations and environmental resource permitting with the South Florida Water Management District and US Army Corps of Engineers.

**Florida Atlantic University Lee Street Roadway Project** - Miller Legg is responsible for preparation of construction plans for a four-lane divided street and 1,600 parking spaces south of the new Lee Street location. Services being provided include topographic surveying, tree surveys, environmental site assessment and permitting for relocation of gopher tortoise and burrowing owl locations. Master planning, civil engineering, electrical engineering for street lighting, mechanical engineering for new chilled water main plant interconnection, landscape architecture and irrigation design plans are part of this project. We provided permitting services through South Florida Water Management District and Lake Worth Drainage District, as well as construction phase services. This project also requires coordination with other government agencies, including the Florida Fish and Wildlife Conservation Commission.





# Carolyn Malphurs

*Environmental Services*

## Professional Experience:

Ms. Malphurs is a Biologist in Miller Legg's Central Florida Office. She specializes in wildlife ecology. Her recent experience includes a role as biological technician for the Patuxent Wildlife Research Center collecting detailed data on the Diamondback Terrapin. She also volunteered as an intern while in College with the National Park Service at the Sleeping Bear Dunes National Lakeshore where she was involved with endangered species protection, invasive plant management, and habitat restoration.

## Relevant Project Experience:

**The Landings at Lake Harris** - A 350-acre, 1,000-unit residential parcel in the City of Tavares for which Miller Legg is providing the conceptual plan, preliminary subdivision plan, final engineering and environmental engineering for E.H. Development, Inc.

## Victoria Park Development of Regional Impact (DRI)

**Environmental Services** - A 1,900-acre planned community in Volusia County for which we're providing wildlife surveys for Florida Sandhill Cranes, Scrub Jays, Shermans Fox Squirrel and Gopher Tortoises, and wetland monitoring and permitting with the St. Johns River Water Management District and the US Army Corps of Engineers.

**Green Springs Park** - Volusia County Leisure Services required a master plan for this 35-acre passive recreation park located on Lake Monroe in Volusia County. The master plan concept was focused on a historically important on-site natural spring and includes picnic areas, a small playground, and interpretive historical and ecological hiking trails throughout the existing pristine natural landscape.

## Blackwater Creek Mitigation Bank

This 434-acre mitigation site is located on the 1,300-acre Lake Norris Conservation Area in Lake County. Services provided include designing restoration plans for this abandoned sand mine. The restoration includes the creation of a variety of wetland communities including freshwater marsh, hydric hammocks and hardwood swamps. The reclaimed mining area is being permitted through the St. Johns River Water Management District and the US Army Corps of Engineers to provide mitigation for development and transportation projects in the Wekiva River Basin. Services provided include: storm water and flood plain analysis and permitting.

## Bennett Park Master Plan

The park is located in central Manatee County adjacent to the I-75 corridor and consists of approximately 180 acres of predominantly farm land. Remnants of pine-flatwoods, hydric hammock, and tidal marsh exist on the parcel. The site is bounded on the north by I-75, on the east by Kay Road, on the south by privately owned agricultural land, and on the west by a tributary of the Manatee River. The programming for this park included both passive and active recreation activities. Passive uses include nature interpretation, bird watching, canoe/kayaking, picnicking and walking. Active uses include a concession/restroom/press box facility, six picnic pavilions, a multi-purpose building, splash park, amphitheater, maintenance facility, utilities and parking. Services provided included: master planning, environmental investigations, landscape architecture design, planting plans, environmental permitting, and coordination with local, state and federal agencies.

# Daniel Davila, PE

*Civil Engineering*



Years of Experience: 19

Years With the Firm: 7

#### Registrations & Certifications:

*Registered Professional Engineer, FL, 2005*

#### Education:

*Bachelor of Science, Civil Engineering  
University of Florida, 2000*

#### Professional & Civic Activities:

*Past Treasurer, American Society of Civil Engineers, Broward Chapter*

#### Professional Experience:

As a Project Manager, Mr. Davila is responsible for the design and permitting of select engineering projects, planning, developing and coordinating engineering documents, project drafting, and coordination of construction observation. Design responsibilities include paving, grading and drainage, water management, and water and sewer. He is also an Associate of the firm.

#### Relevant Project Experience:

**City of Ft. Pierce Landscape Architecture Services** - The project consists of design and permitting for the restoration of five beach parks within the City of Fort Pierce. The parks to be improved include South Beach Park, Kimberly Burgallis Park, Surfside Park, Jaycee Park and Jetty Park. The beach parks combine the elements of both active and passive parks. Services provided to the City include landscape architecture design, civil engineering, surveying and environmental permitting. In addition, Miller Legg is overseeing subconsultants for geotechnical, structural, electrical and lighting services. The proposed park improvements include: restoration of public access points, dune mitigation, addition of pavilions and restrooms, boardwalk restoration, landscape architecture improvements, and expansion of recreational facilities including basketball courts, tennis courts and tot-lots. Success of the park restoration program requires close coordination with the City of Fort Pierce and subconsultants to incorporate the fast-track schedule requirements.

**52-Acre FEMA Site at St. Lucie Fairgrounds** - Miller Legg was contracted to submit a site plan application on behalf of the St. Lucie County Parks and Recreation Department at the St. Lucie County Fairgrounds. This site plan incorporates

all of the existing Fairground elements within a 200-acre site and the 52-acre adjacent parcel currently used to house FEMA trailers. Services provided include: topographic surveying, landscape architecture, planning, drainage analysis, surface water modeling and permit modifications, traffic engineering analysis, and preliminary engineering documents.

**Florida Department of Transportation (FDOT) District 4 Yamato Road Outfall** - A retrofit of a failed sediment basin in Palm Beach County. The major outfall into the Intracoastal Waterway for this Road had been blocked by excessive sediment deposition and mangrove tree encroachment. Services provided included: coordination with local homeowners associations; coordination with FDOT departments to develop the most streamlined process to quickly and efficiently replace the basin; development of work order plans; and permitting through the US Army Corps of Engineers and South Florida Water Management District.

**Memorial Hospital Miramar** - A 124-acre site located in the City of Miramar. The campus-style project includes medical office buildings, maintenance facilities and outparcel facilities. Services provided for both on-site and related off-site improvements included: site planning, platting, surveying, civil engineering, roadway and traffic engineering, landscape architecture, irrigation design, environmental risk management, consumptive water use permitting and environmental permitting. Project management, planning, expert witness and cost estimating services have also been provided for the hospital's Certificate of Need process. Off-site improvements include the design and construction of a one-mile section of new roadway connecting Pembroke Road. In addition, the hospital was designed to have two different potable water sources from the City of Miramar and the City of Pembroke Pines, with a

total of 10,000 LF of water distribution system, a lift station and 6,500 LF of sanitary sewer system. Surveying services included boundary and topographic survey, construction layout, infrastructure as-builts, final site survey and legal descriptions for easements. Miller Legg's services also included preparation of the Storm Water Pollution Prevention Plan (SWPPP) for National Pollution Discharge Elimination Standards (NPDES) permitting. *Award: 2006 Project of the Year, Florida Section, American Society of Civil Engineers; 2006 Project of the Year, Broward County Branch, American Society of Civil Engineers; Best of 2005 Award of Merit - Health Care, Southeast Construction, 2005*

#### **Plantation Preserve & Golf Club -**

This 213-acre project involves the City of Plantation's acquisition of the former Plantation Golf Club and the subsequent design of an Audubon-certified par 72 championship golf course incorporating a 1.5-mile linear trail recreational component within the center of the proposed golf course, as well as 1,000 feet of entrance roadway relocated for SW 70th Avenue from SR 842/Broward Boulevard. Miller Legg coordinated with the Florida Department of Transportation on this roadway entrance feature. Funding for this project was secured through the Florida Communities Trust (FCT), the Broward County Open Space Fund and the sale of on-site created wetland credits. Services Miller Legg is providing include: overall project management services as well as site master planning, wetland mitigation design and environmental permitting, surveying, landscape architecture, engineering services, stormwater management, flora and fauna evaluation, archaeological coordination, and construction services.

#### **136th Street Water Main Extension**

- Miller Legg provided design, permitting and construction administration services to the City of Sunrise Utilities Department for this water main extension in the Town of Southwest Ranches. The project also included the

construction of an inter-city meter vault and installation of meters for an interconnection of the water transmission systems between the City of Cooper City and the Town of Southwest Ranches. The 1,200 linear feet of city transmission main project included addressing maintenance of traffic issues.

#### **South Florida Water Management District Miscellaneous Environmental Engineering Support Services to Comprehensive Everglades Restoration Project (CERP)**

**Contract** - Through a three-year contract, Miller Legg provided miscellaneous environmental consulting support services to the South Florida Water Management District for the CERP project including wildlife surveys and identification, wetlands evaluations, geographic information systems (GIS)/remote sensing, National Environmental Policy Act (NEPA) compliance assistance, wetland jurisdictional analysis, environmental permitting and threatened and endangered species services. Additional services include: civil engineering, structural engineering, water resources engineering, mechanical, geotechnical and environmental engineering, architectural, land surveying, electrical engineering, landscape architecture, emergency management and engineering economic studies.

#### **NASA EDL Facility Revitalization -**

The project includes the reconstruction of the M7-0400 Building at Kennedy Space Center (KSC). Included in the project is topographic surveying of the surrounding area for design purposes, the design and permitting of a six-inch water main extension from the west side of E Avenue SE to the west side of the existing building and the construction of pavement from the north lot (north of the building) to the existing entrance to the east lot (east of the building) to facilitate traffic flow. The project is located at Kennedy Space Center, Cape Canaveral, Florida.

#### **Oak Prairie / Seminole Estates Neighborhood Improvement Project**

- This project consisted of two existing residential neighborhoods consisting of approximately 117 acres located within the Seminole Tribe of Florida's Reservation in Hollywood, Florida. Services provided include: conceptual and final design of a master drainage system to serve the site at its existing topography, retrofits of drainage systems as required including coordination with the Florida Department of Transportation regarding sharing drainage with the adjacent Florida Turnpike, retrofit roadway design, traffic calming, government permitting where required, surface water modeling, construction cost estimating, public bidding, and construction observation services.

#### **Grande Oaks Golf Course and Country Club**

- This golf course country club project included the complete reconstruction of an existing 180-acre golf facility in Davie. Components included a new 18-hole golf course and maintenance complex, a completely new clubhouse and the addition of a practice facility/golf academy. The project design criteria focused on creating a world-class private golf club while adapting to complex environmental, archaeological and stormwater drainage issues. Consulting services included site planning, surveying, environmental consulting, engineering services, updating existing infrastructure, stormwater management, archaeological coordination and construction services, assisting with Federal Aviation Authority requirements for a helistop.

**Hiatus Road** - A one-mile rural roadway within the City of Miramar. Services provided include: alignment analysis, research existing drainage patterns, coordination of the relocation of drainage district canals, and preliminary drainage calculations for the feasibility study.



---

# Professional Qualifications



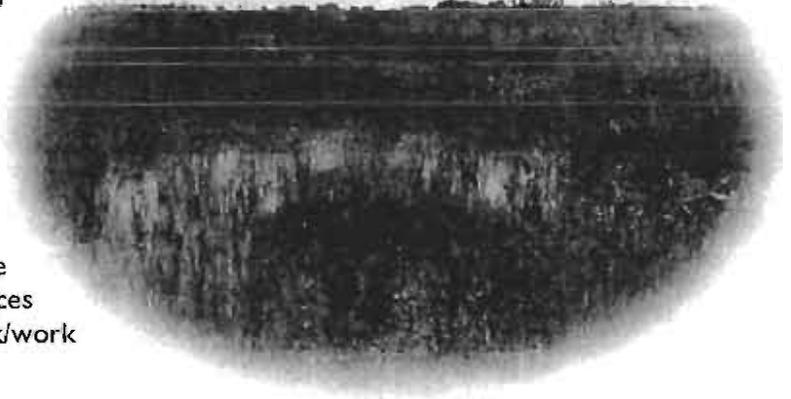
---

## Professional Qualifications

Miller Legg has provided a variety of environmental permitting, planning and engineering services for countless projects throughout South Florida over the last 42 years. We have been providing similar services, as requested by this RFQ, under a continuing service contract for the City of Stuart for the past three years. In addition, we are currently providing similar work-order based environmental services under a continuing service contracts for the City of Coral Springs, the School Board of Broward County, Village of Wellington, Florida Department of Transportation (FDOT), South Florida Water Management District (SFWMD), and Palm Beach County.

As part of the above-mentioned continuing services contracts, we provide the same services that the City of Stuart has identified for this contract, including environmental audits of development packages, code revisions, environmental permitting, Phase I and Phase II Environmental Site Assessments, preparing grant applications, as well as the other services listed in the Request for Qualifications Scope of Services.

We recognize that the services on this contract will be procured on an as-needed basis and that services could span a wide spectrum of technical disciplines, resulting in diversified environmental conditions, governmental regulations, policies, practices and constraints. **The Miller Legg Team provides the depth and diversity of resources needed to service this contract regardless of the size and location of the project.** We will manage these resources in a highly-responsive manner, providing the highest quality services on time and within budget for each task/work order we are assigned.



### PROJECT MANAGER'S EXPERIENCE

Successful management of services to be provided by the Miller Legg Team on a miscellaneous services contract will require centralized coordination and control by an experienced Project Manager who can quickly understand the specific technical/production needs of a broad spectrum of potential projects (work orders) that may be identified by the City. Our **Project Manager, Mark Brandenburg, MS, CE, PWS**, has 11 years of experience and is an Associate of the firm. Mark has managed more than 80 projects during his seven years at Miller Legg, including the existing Continuing Environmental Services Contract for the City of Stuart, and numerous projects for Broward County Parks & Recreation, Palm Beach County and the FDOT, as well as numerous private clients. Mark has personally managed and prepared countless environmental permit applications, performed wetland delineations, endangered species assessments, performed reviews of development projects for compliance with existing ordinances, and assisted in reviewing the City's environmental ordinances.



---

Mark will respond to requests for support services by the City under this contract by assigning appropriate individuals or teams of qualified and available professionals with the required expertise. He will collaborate with them to develop detailed scope/schedule/fee packages (work order proposals). Mark will promptly present work order proposals to the City Project Manager for feedback and approval. Once a mutually acceptable scope/schedule/fee is approved, the City will issue a work order to Miller Legg that incorporates the agreed-upon scope/schedule/fee and authorizes the Team to proceed with the project.

The Principal-in-Charge overseeing the City contract, **Dylan Larson, PWS, CEP**, Director of Environmental Services, has 14 years of management experience in environmental consulting, permitting, management and related services. Mr. Larson will supervise the Team during design, budgeting and scheduling. Mr. Larson will also be available to the City to communicate information, as he will be working closely with the Project Manager.

Mark will be supported by the following key team members:

**Mark Clark, MS, CEP, CE, Senior Biologist, Environmental**, 19 years of environmental/natural resource experience. Expertise: environmental permitting, wetland assessment/delineation, protected species assessments, NEPA documentation.

**Sandra Smith, PE, Civil Engineer**, 14 years of experience in managing multidisciplinary projects. Expertise: design, permitting, and construction administration of select projects, including design of storm drainage, water management, roadways, modeling and design of complex water and wastewater systems, and utility coordination and phasing for roadway design, neighborhood improvement projects and large multidisciplinary projects.

**John Tessier, Biologist**, 3 years of environmental experience. Expertise: Water quality monitoring, environmental permitting, wetland assessment/ delineation, vegetation assessments, Phase I and II ESAs.

**Kristin Zeranski, Biologist**, 3 years of environmental experience. Expertise: Water quality monitoring, environmental permitting, wetland assessment/ delineation, NEPA documentation.

**Carolyn Malphurs, Biologist**, 4 years of environmental experience. Expertise, threatened and endangered species, wildlife assessments, environmental permitting.

**Marc Hawes, PE, Environmental Engineer**, 11 years of environmental engineering management experience. Expertise: environmental assessment and remediation of soil, sediment, groundwater and surface water media, including Phase I and II Environmental Site Assessments (ESAs).

**Ajani Stewart, Environmental Scientist**, 6 years of environmental engineering experience. Expertise: environmental engineering performing site inspections, evaluations, reports and remediation related to stormwater pollution prevention plans (SWPPP), spill prevention control and countermeasures (SPCC) plans, health and safety plans, petroleum storage tank removals, discharge investigations, closure assessment reports for regulatory review, soil surface and groundwater contamination investigations and remediation, cleanup reports, administrative hearings and judicial proceedings and educational sessions on applicable rules and regulations for this industry.

**Sarah Damphousse, Environmental Scientist**, 7 years of environmental engineering experience. Expertise: environmental assessments, including Phase I and II ESAs.

**Daniel Davila, PE, Civil Engineer**, 10 years of civil engineering experience. Expertise: design and permitting of select engineering projects, planning, developing and coordinating engineering documents, project drafting, and coordination of construction observation



## APPROACH TO SCOPE OF WORK

Our work objective is to provide you with a highly responsive, competent and multidisciplinary Team that will enable you to successfully carry out your goals and objectives. Our Team will provide these services to augment the City's in-house capabilities and resources.

As we have done for the past three years, we are committed to being an extension of your staff and to "tailor fit" our services to specifically meet the City's needs. Our Project Manager, Mark Brandenburg, will continue to provide direction and be responsible to the City for the quality and timeliness of the work.

In order to accomplish the varied objectives of this scope, Miller Legg will:

- Assemble a Project Team whose experience matches the specific services requested in the work objectives and scope.
- Submit a written scope of work, procedure, staffing and work schedule, and estimated fee as requested by the City for the task requested.
- Schedule a kick-off meeting for the Team to discuss the work order in detail, once a work order is issued.
- Maintain strict coordination within our in-house staff and the City's staff through Dylan Larson, PWS, CEP, Principal-in-Charge, and Mark Brandenburg, MS, CE, PWS, Project Manager.
- Adhere to our in-house quality assurance program with the assistance of our quality control Team members Mark Clark, MS, CE, CEP and Sandra Smith, PE.
- Maintain a proactive management philosophy.
- Give updates to the City on the status of each work order that has been authorized at a frequency requested by the City.

### An Unparalleled Team

- Outstanding technical expertise in directly related specialty areas
- Broad multidiscipline understanding
- Proven applied skills on related projects
- Ability to efficiently discern and address the key points underlying complex and dynamic scenarios
- Understanding of and ability to manage uncertainty in environmental data

This RFQ is for Professional Environmental Consulting Services and will involve multiple projects during the contract term. Therefore our approach to the project will vary depending upon the project specifics and the needs of the City. As identified in the RFQ, typical services that the City may request include:

**Environmental Audits of Development Packages.** Miller Legg has conducted environmental audits of development packages for the City of Stuart for the Harbor Walk, Villagio, Center Pointe, and Marketplace. We take pride in having provided thorough, timely, and comprehensive responses to these development package reviews.

**Environmental Code Revisions.** We have experience in assisting municipalities in reviewing and revising ordinances. For example, we revised codes and ordinances for the Cities of Coral Springs, Lauderhill, and began the process for the City of Stuart. These revisions have included wetland and environmentally sensitive lands, vegetation and tree protection ordinances.



---

**Environmental Site Assessments - Phase I and Phase II.** During the past three years, Miller Legg has conducted over 120 Phase I and II ESAs in South Florida. Marc Hawes, who manages these services, has been a panelist at several statewide conferences speaking on environmental due diligence in land transactions and helps Miller Legg remain an industry leader in environmental due diligence. We have performed these services for you, as well as several other municipalities, including the City of Miramar, City of Plantation, Orange City, Palm Beach County, City of Sunny Isles, and the School Board of Broward County.

**Preliminary wetland and protected species assessments.** We have extensive experience in wetland and protected species assessments, permitting, and relocation. We have performed countless wetland and protected species assessments throughout the State. We have also performed numerous species-specific assessments for gopher tortoises, burrowing owls, bald eagles, crested caracaras, and have performed Section 7 Consultations with the National Marine Fisheries Service for the West Indian manatee and the smalltooth sawfish. Our staff has also monitored sea turtle nests along the coast of Palm Beach County.

**Environmental Permitting.** We pride ourselves in our problem solving abilities. This expertise extends to environmental permitting. We are recognized as the experts at environmental permitting and are very active in the workshop/training circuit. Our Team members have procured environmental permits for projects ranging from less than one acre to over 4,500 acres. Our relationship with environmental regulatory staff is truly unsurpassed and is based on mutual respect and a constant focus on the technical points of an application. We have a successful formula that has worked, time and again, to expedite issuance of environmental permits associated with a project. The key to this task is the Team's overall, as well as, individual's relationships with regulatory agency staff. An important aspect of permitting with these agencies, for any project, is to coordinate frequently and provide all the required/ requested information in a timely fashion. Given the fact that these agencies are understaffed and do not have the ability to review projects in a timely fashion, continual coordination is necessary to obtain all required permits in a reasonable time frame. We have an established permitting track record uniquely qualifying the Miller Legg Team for this task.

**Wetland and Preserve Area Management.** We have written, monitored, and managed numerous wetland and preserve areas throughout the State, from one-acre preserves to the 35,000-acre Allapattah Flats Preserve in Martin County. We have provided services including general consultation, management plan development, biological monitoring and maintenance for managed areas, and preparation of grant applications to assist in obtaining funds for the management of preserve areas.

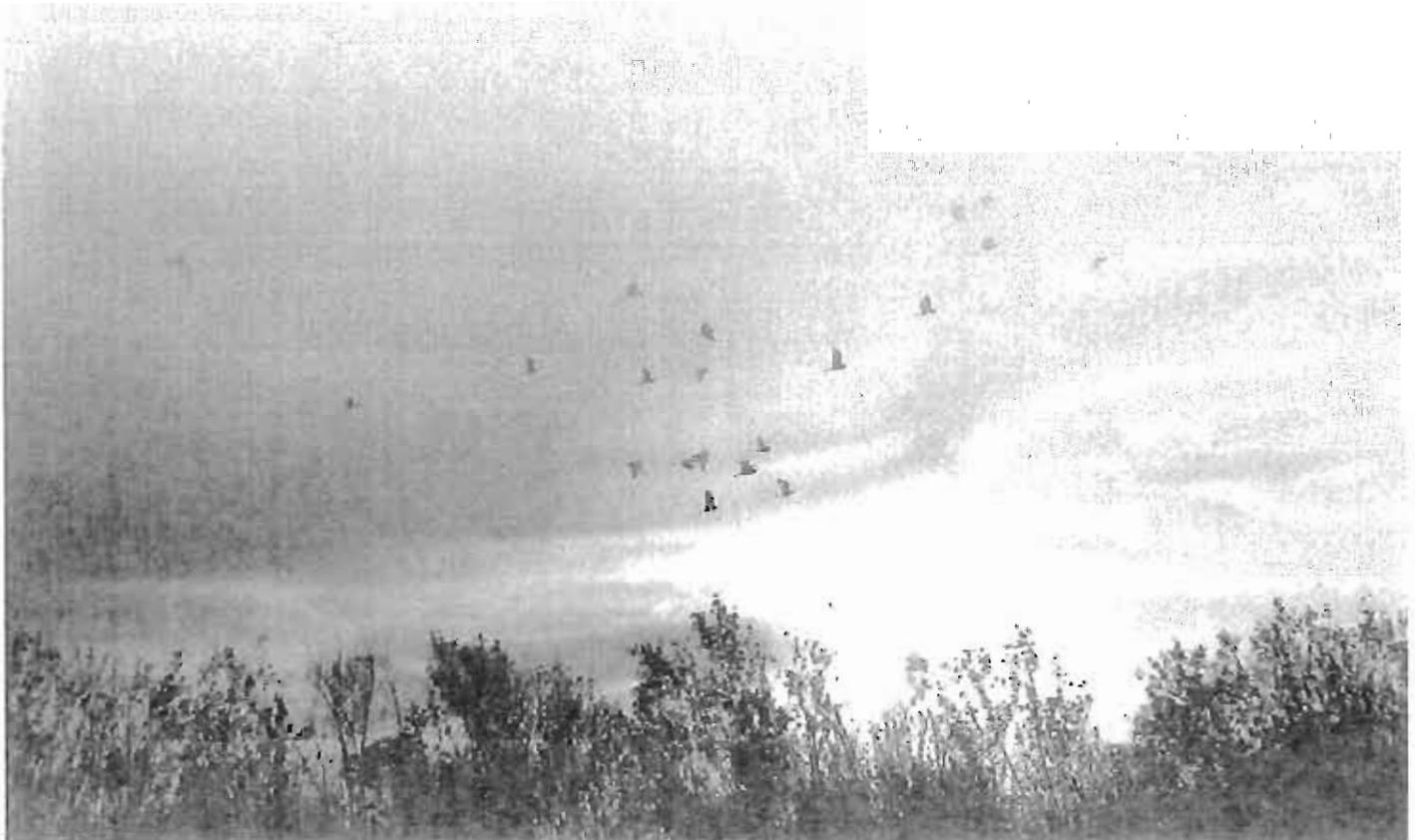


We are prepared to be responsive and flexible in meeting the City's requirements and schedules and commit our resources to achieve the City's goals and objectives. As demonstrated throughout our submittal, we have assembled a comprehensive Team of experts who will be available to provide any service listed in the scope of work, from environmental permitting to Phase I/II environmental site assessments. **This Team is committed to being an extension of the City, completing each task, on time and on budget.**



---

**Tab 3: Past Performance**  
Environmental Consulting Projects with References



# Environmental Code Revisions for the City of Stuart

*Stuart, Florida*

As the City of Stuart grows, important updates to the City's Comprehensive Plan become necessary. Miller Legg is providing environmental consulting services to assist the City in revising their Land Development Regulations and identifying parcels of land the City would like to acquire and preserve in accordance with their Comprehensive Plan.

The assessment of undeveloped parcels being considered involves the compilation of existing information provided by the City as well as site visits. This information is being gathered from geographic information systems (GIS) maps, reports, assessments and aerial photographs. A generalized wetlands and upland habitat map is being created in ArcView GIS based on this information.

As a result of these investigations, sections of the Comprehensive Plan pertaining to offsite mitigation for impacts to environmentally-sensitive lands within the City are being revised and updated.

**Services provided included:**

- wetland and upland delineation
- environmental assessments
- GIS mapping
- planning services

**Client Reference:**

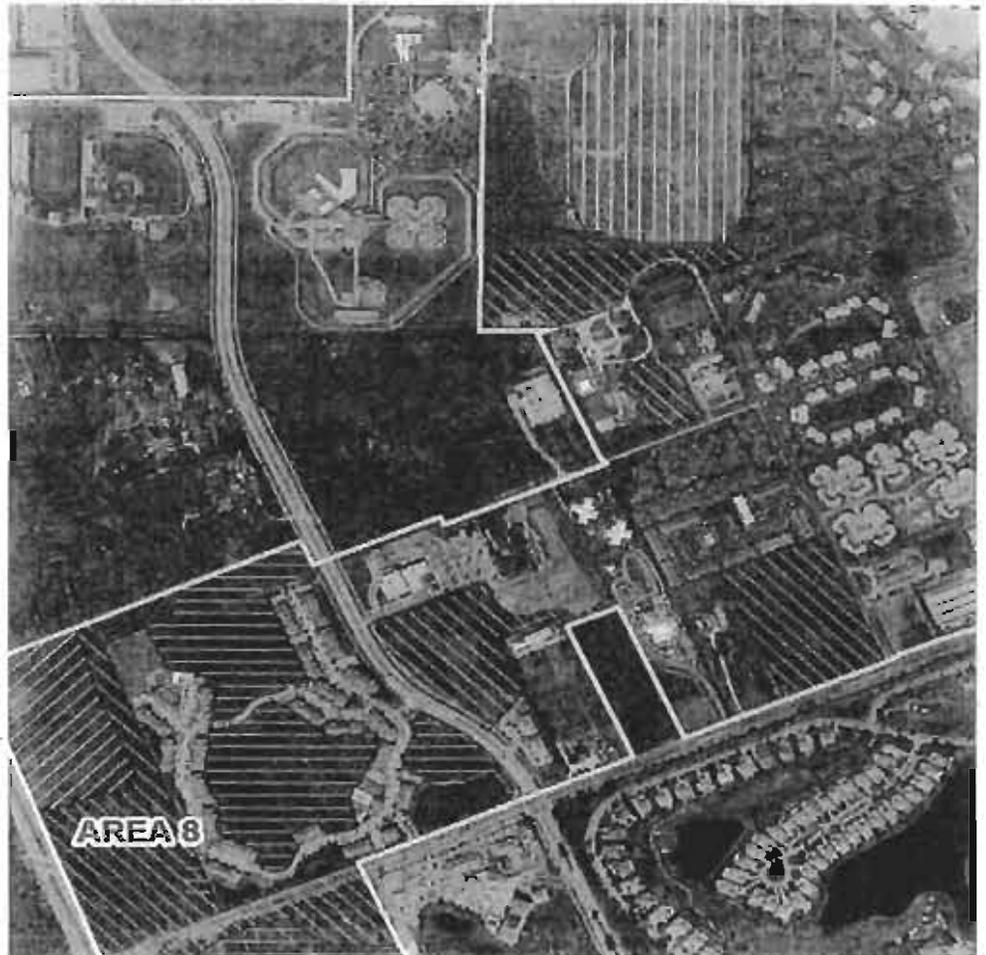
Ms. Monica Graziani  
City of Stuart  
121 SW Flagler Avenue  
Stuart, FL 34994  
(772) 288-5326

**Completion Date:**

February 18, 2006

**Total Cost:**

\$23,900



# Allapattah Flats Comprehensive Everglades Restoration Project (CERP)

*Martin County, Florida*

A 15,370-acre parcel of property acquired by the South Florida Water Management District (SFWMD) located in unincorporated Martin County at the intersection of SR 714 and County Road 609. Miller Legg performed wildlife surveys for protected species (primarily burrowing owls and gopher tortoises) in this agricultural area. The project goal was to restore historical wetland hydrology to the area. Miller Legg used global positioning system (GPS) and geographic information systems (GIS) mapping techniques to complete the project.

Additionally, Miller Legg prepared the restoration plan for Parcel C, including mapping of existing conditions, habitat evaluations and the identification of proposed restoration objectives.

This project is part of the firm's contract with the SFWMD for Miscellaneous Engineering Support Services to the Comprehensive Everglades Restoration Plan Contract.

Services provided included:

- wildlife surveys
- environmental consulting
- habitat restoration design

**Client Reference:**

Ms. Beth Kacvinsky  
 South Florida Water Management District (SFWMD)  
 3301 Gun Club Road  
 West Palm Beach, FL 33406  
 (561) 682-6632  
 bkacvins@sfwmd.gov

**Completion Date:**

April 15, 2006

**Total Cost:**

\$31,400



# Florida Department of Transportation (FDOT) District 4 Districtwide Environmental / Engineering Services

*Districtwide, Florida*

Miller Legg was the prime consultant to FDOT District 4 through a continuing services contract.

Services provided included:

- wetland jurisdictional determination
- development of mitigation proposals
- design of mitigation plans
- permit preparation and submittal
- permit application coordination
- wildlife and habitat studies
- biological sampling and surveying
- tree identification surveys
- water quality studies
- post design activities
- expert witness testimony

Some of the most recent projects where we've provided these services include:

- Jensen Beach Causeway, Jensen Beach
- SE 17th Street, Fort Lauderdale
- Orangebrook Golf Course and Country Club, Hollywood
- Yamato Road Outfall, Boca Raton
- John U. Lloyd State Park, Fort Lauderdale

**Client Reference:**

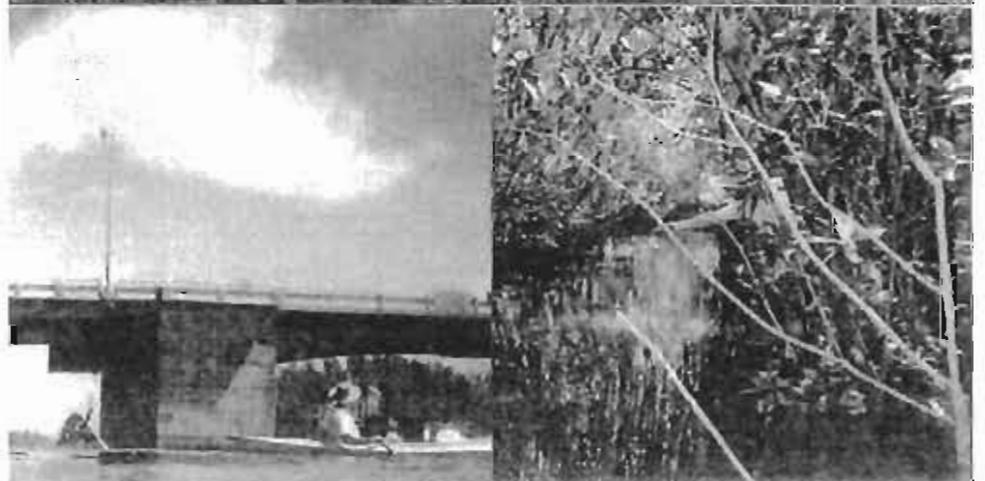
Ms. Ann Broadwell  
Florida Department of Transportation - District 4  
3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309  
954-777-4325

**Completion Date:**

September 1, 2002

**Total Cost:**

\$700,000



# Florida Department of Transportation (FDOT) District 4 SL-15 Mitigation Area / Jensen Beach Causeway Improvements (SR 732)

*St. Lucie County, Florida*

For this restoration project, Miller Legg was responsible for designing and permitting a seagrass and mangrove creation area within the Indian River Lagoon on a ten-acre island owned by the Florida Department of Environmental Protection (FDEP) under a Florida Inland Navigation District (FIND) easement.

Coordination of these restoration efforts was completed through multiple agencies including FDEP, South Florida Water Management District and the US Army Corps of Engineers. Elements of the restoration efforts include field evaluation, ranking and prioritization of suitable areas to mitigate, mitigation design, and permitting.

Field evaluations were done to classify the island vegetation and use, as well as a seagrass survey in the island vicinity.

Services provided included:

- seagrass survey
- jurisdictional determination
- mitigation design
- permitting
- essential fish habitat assessment
- construction plan development
- public involvement and agency coordination
- assistance with contractor selection



**Client Reference:**

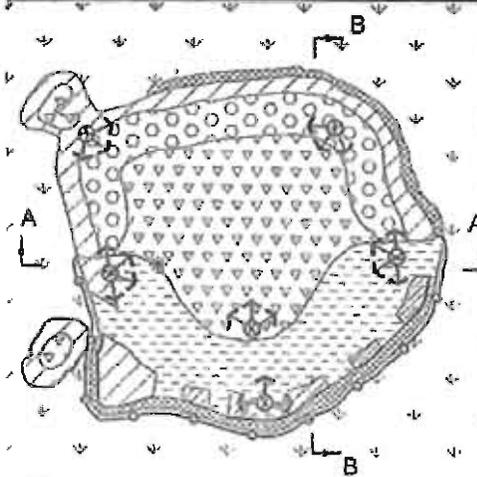
Mr. Francis Lewis, PE  
Florida Department of Transportation - District 4  
3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309  
954-777-4146  
francis.lewis@dot.state.fl.us

**Completion Date:**

April 1, 2004

**Total Cost:**

\$2,000,000



# Broward County Owner's Representative Contract

*Broward County, Florida*

Miller Legg provided Owner's Representative services for District Seven Parks, Secret Woods Nature Center and Easterlin Park. Responsibilities included management of the procurement, permitting and construction repairs and replacement of existing park elements. The parks are located in the Cities of Dania Beach and Oakland Park.

Program elements include exotics removal, reforestation, boardwalk repairs and replacement, roof repairs and replacement, campground improvements, water/sewer and drainage improvements.

Services provided included:

- water/sewer design
- drainage design
- exotics removal
- reforestation

**Client Reference:**

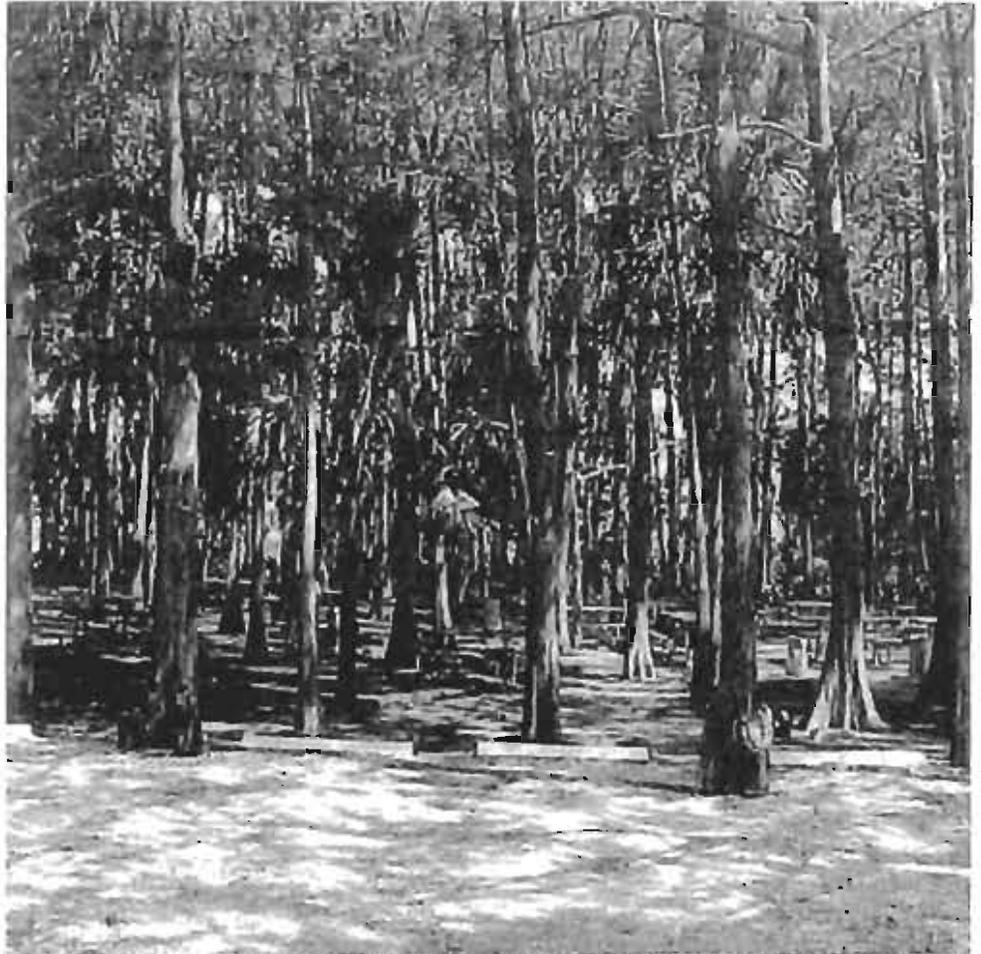
Mr. Phil Pierson  
Broward County Parks and Recreation Division  
One University Drive, Suite 401B  
Plantation, FL 33324  
(954) 577-4631  
ppierson@broward.org

**Completion Date:**

November 30, 2005

**Total Cost:**

\$1,500,000



# Cabbage Palm Wetland Restoration Plan

*Martin County, Florida*

A Wetland Restoration Plan (WRP) project located in Martin County for the US Department of Agriculture Natural Resources Conservation Service. The project consists of 506 acres of cattle pasture and natural pine flatwoods impacted by ditches and levees which have changed the historical hydrology.

The project objective is to restore the hydrology within the site boundary as close to its pre-drained condition with the installation of control structures and filling of certain ditches while preventing adverse effects to surrounding off-site properties.

Services provided included:

- engineering hydrologic modeling
- preliminary wetland investigations
- restoration design
- permitting
- survey

**Client Reference:**

Mr. Lynn Merrill  
United States Department of Agriculture (USDA)  
2614 NW 43rd Street  
Gainesville, FL 32606  
(352) 338-9553

**Completion Date:**

August 24, 2006

**Total Cost:**

\$52,130



# Long Key Natural Area Habitat Restoration Project

*Davie, Florida*

This 37-acre award-winning wetland mitigation habitat restoration project encompasses some of the most significant archaeological, historical, and ecological resources in Broward County. As part of a series of islands surrounded by Everglades marshes, the site supported human settlement since 1000 BC by the Tequestas. Because of the higher elevation and remote location, the Seminoles inhabited the islands until the early 1900s.

Miller Legg was responsible for the coordination of archeological investigations that delineated the significant areas of the project. Following this, earthwork, exotic plant eradication, planting, and hydrologic designs were developed for the project.

This highly functional and restored habitat is now home to hundreds of species of wildlife, plants, and fish, as well as providing equestrian trails, pedestrian camping and picnicking opportunities. The restoration project encompasses:

- marsh creation
- marsh enhancement
- upland creation, and
- upland enhancement

**Awards:**

*Award of Excellence*

American Society of Landscape Architects, Florida Chapter, 2003

*Landscape Award*

Florida Nursery Growers and Landscape Association, 2003

*Engineering Excellence Honorable Mention*

Florida Institute of Consulting Engineers, 2002

**Client Reference:**

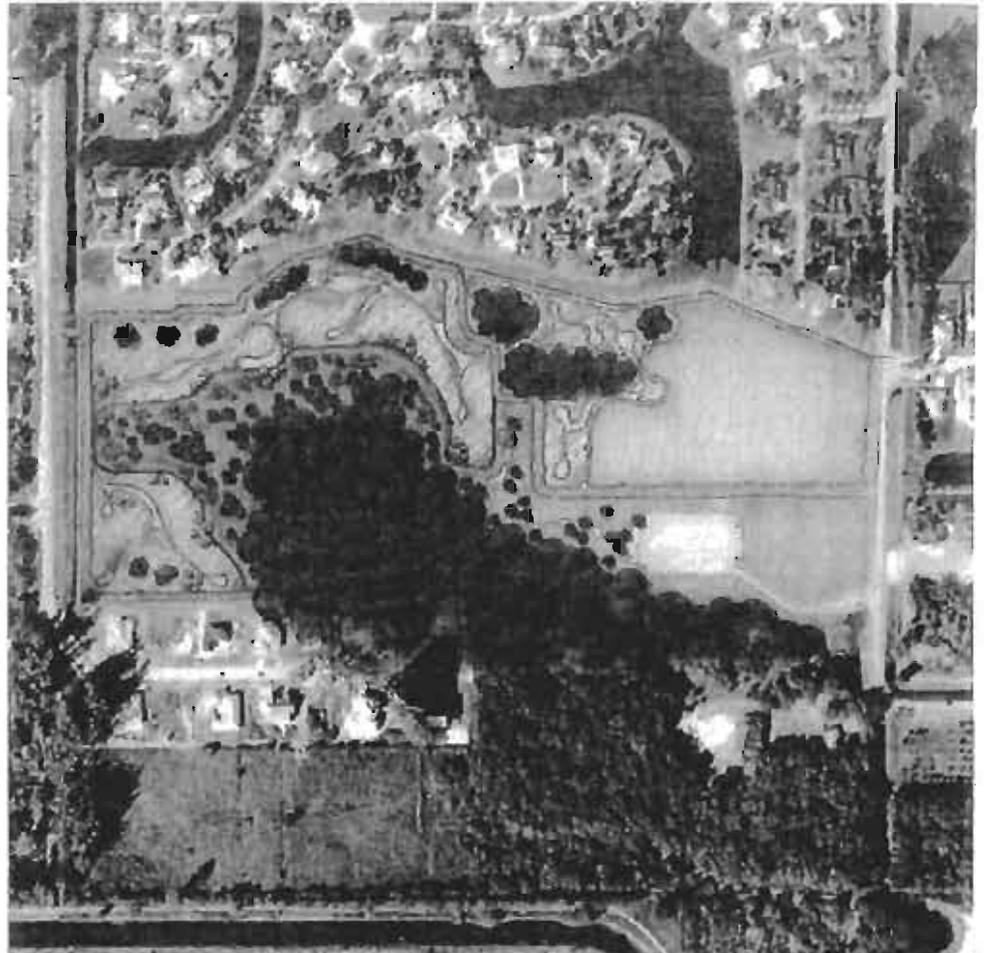
Mr. Bob Harbin  
Broward County Parks and Recreation Division  
One University Drive, Suite 401B  
Plantation, FL 33324  
(954) 357-8106

**Completion Date:**

January 2, 2002

**Total Cost:**

\$850,000



# Beach Dune Restoration / Sea Oat Planting Design

*Hollywood, Florida*

Miller Legg designed and permitted a beach dune restoration project for the Broward County Soil and Water Conservation District (BCSWCD).

The intention of the project is to develop a well rooted mat of vegetation to trap wind blown sand, forming a primary and back dune system that will stabilize the beach front, protecting it from erosion caused by wind and wave action. Sand from the dune system will also naturally re-nourish the beachfront after storm events. In this manner, the sea oat dune system will take the place of the current beach re-nourishment process of depositing off-shore bottom sediment on the beach; the current process is costly, and the removal of bottom sediment has the potential to harm marine life.

The project was funded by the Renaissance Condominium Association, while volunteer labor (plant installation) was provided by the Broward County Soil and Water Conservation Service, residents from Renaissance Condominium Complex, Miller Legg staff, South Broward Hospital District, School Board of Broward County and Broward Community College's Saturday Science program high school seniors.

Miller Legg provided professional services including development of the restoration plans for the project and Coastal Construction Control Line (CCCL) permitting coordination with the Florida Department of Environmental Protection (FDEP).

**Client Reference:**

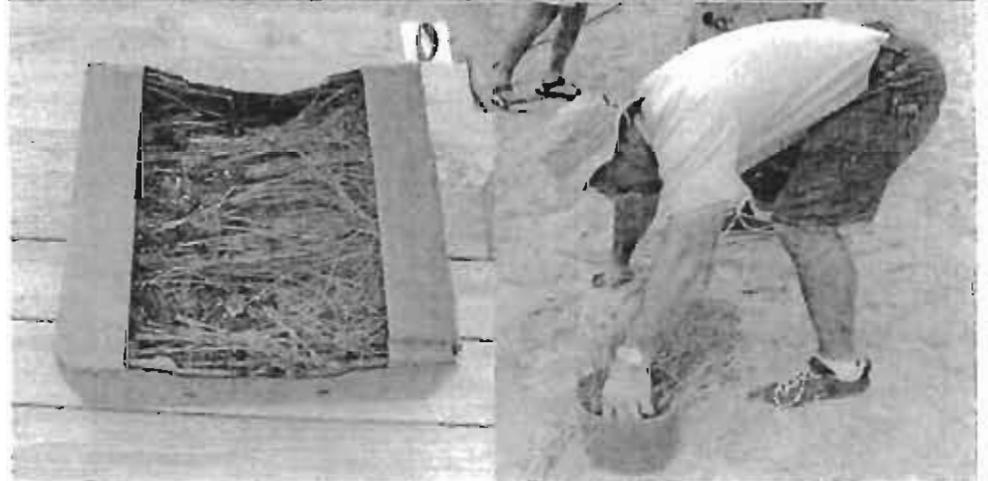
Mr. Russell Setti  
Broward County Soil and Water Conservation District  
(BCSWCD)  
6191 Orange Drive  
Davie, FL 33314  
(954) 584-1306

**Completion Date:**

December 1, 2006

**Total Cost:**

\$4,900



# Environmental Quality And Enhancement Initiatives

*Ft. Lauderdale, Florida*

On November 9th, 2004, the Broward County Board of County Commissioners approved a contract with the Clean Airport Partnership, Inc (CAP) and its team of subcontractors to implement a Green Airport Initiative at the Ft. Lauderdale/Hollywood International Airport. The initiative was designed to help the airport improve environmental quality and operational efficiency, and become a community model for sustainable development. The first task under this contract was the preparation of an environmental footprint for airport operations, which was submitted in September 2005.

As a CAP team member, Miller Legg was the lead contributor to the water portion of the environmental footprint development. Potential direct and indirect sources of environmental impacts to the ground water and storm water media at the airport were examined. In addition, potable and non-potable water conditions were examined to establish a baseline of current uses which, with the implementation of better management practices and water saving devices, could be reduced.

The purpose of this project was to provide the Broward County Aviation Department with choices on how to lessen the impact on natural resources and to examine the potential effects of those choices compared to the economic requirements of their implementation.

The two most significant recommendations from the assessment were efficiency upgrades to the current irrigation system to reduce the amount of non-potable water consumption and the installation of water-conserving bathroom facilities (i.e., waterless urinals, low flow sinks) to reduce the potable water consumption at the Airport.

**Client Reference:**

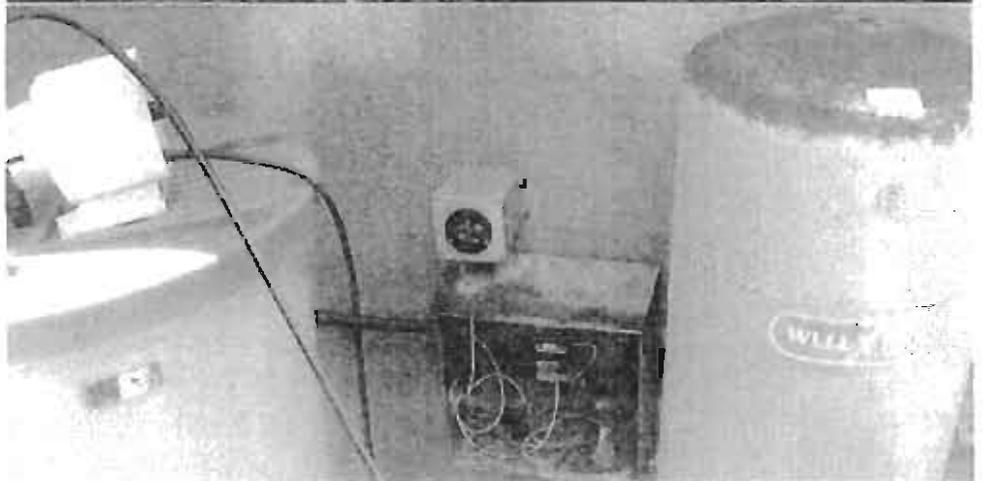
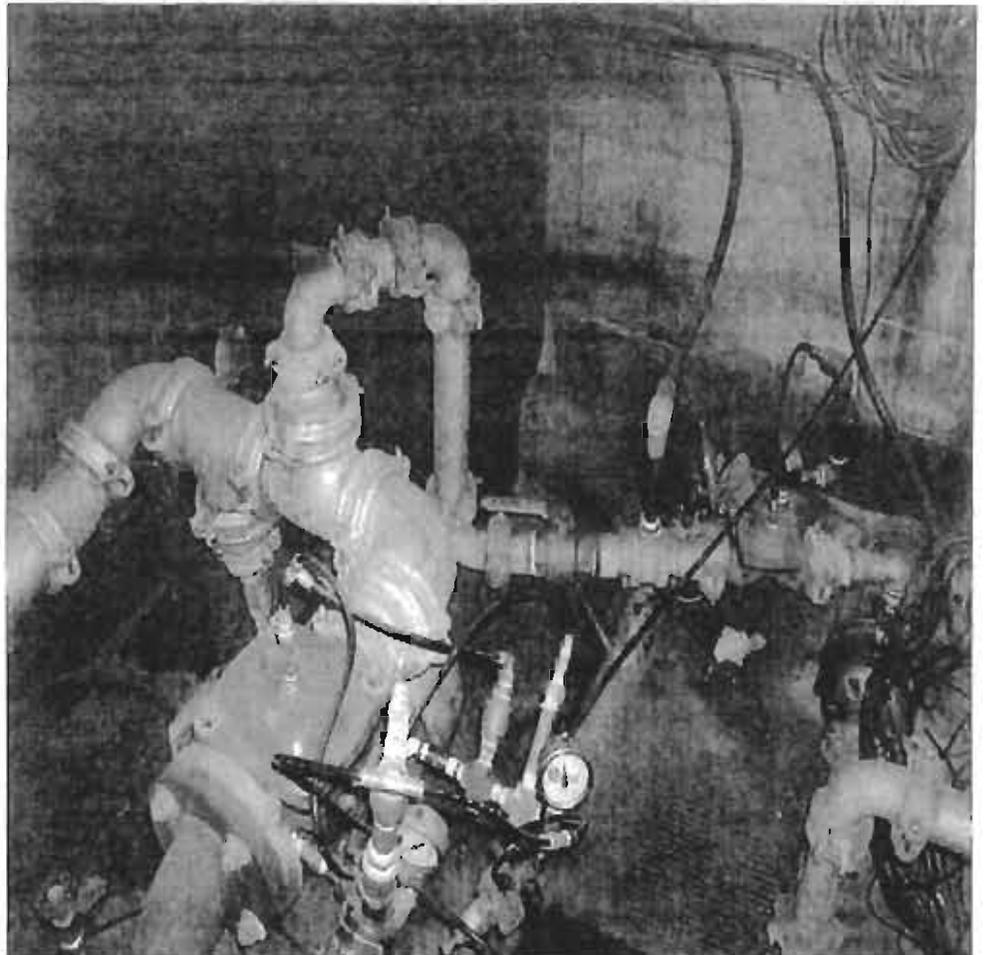
Ms. Sandy Webb  
Clean Airport Partnership, Inc.  
191 Main Street  
Annapolis, MD 21401  
(410) 626-1002

**Completion Date:**

January 27, 2007

**Total Cost:**

\$70,169



# Loxahatchee River Road Bridge Replacement

*Loxahatchee, Florida*

Miller Legg is responsible for wetland jurisdictional determination, seagrass survey, environmental resource permitting through the South Florida Water Management District (SFWMD) and US Army Corps of Engineers (USACE), civil engineering design, and right of way permitting through SFWMD, and US Coast Guard bridge permitting for the replacement of Loxahatchee River Road and Bridge in the Town of Jupiter, Palm Beach County.

The project involved coordination with numerous agencies, including:

- SFWMD
- USACE
- Florida Department of Environmental Protection
- US Fish and Wildlife Service
- National Marine Fisheries Service
- The Environmental Protection Agency

**Client Reference:**

Mr. Charles Rich, PE  
Palm Beach County Engineering & Public Works Department  
2300 N. Jog Road, 3rd Floor  
West Palm Beach, FL 33416-2745  
(561) 684-4070

**Completion Date:**

December 1, 2006

**Total Cost:**

\$1,300,000



# Memorial Hospital Miramar

*Miramar, Florida*

Memorial Hospital Miramar is a 124-acre site located in the City of Miramar. The campus-style project includes a 250,000-SF hospital, medical office buildings, maintenance facilities and outparcel facilities. Services provided included:

- site planning
- platting
- surveying
- civil engineering
- roadway and traffic engineering
- landscape architecture
- environmental risk management
- environmental permitting

On-site improvements included the main hospital building, medical office buildings, internal access roads, underground infrastructure for the future outparcels, and design of a 50-acre wetland mitigation habitat and lakes. Off-site improvements included the design and construction of a one-mile section of new roadway connecting Pembroke Road, and the widening of a 1/2-mile section of 172nd Avenue.

The hospital's grand opening, which took place in March 2005, delivered the project two months earlier than the established opening date.

**Awards:**

*2006 Project of the Year, Florida Section*  
 American Society of Civil Engineers, 2006  
*2006 Project of the Year, Broward Branch*  
 American Society of Civil Engineers, 2006  
*Best of 2005 Award of Merit - Health Care*  
 Southeast Construction, 2005

**Client Reference:**

Mr. Joseph Alcure  
 Memorial Healthcare System  
 2900 Corporate Way  
 Miramar, FL 33025  
 (954) 985-5849

**Completion Date:**

April 1, 2005

**Total Cost:**

\$150,000,000



## S-5A Boat Ramp Replacement

*Loxahatchee, Florida*

Miller Legg was responsible for the design, engineering, surveying, environmental permitting, mitigation design and monitoring for the replacement of a boat ramp at the north end of the Arthur R. Marshall Loxahatchee National Wildlife Refuge.

Services provided included:

- roadway and boat ramp design and engineering
- topographic survey
- road cross sections and canal sections
- wetland jurisdictional determination
- mitigation design and monitoring
- site design
- permitting and coordination

This project also required extensive coordination with numerous agencies including the US Army Corps of Engineers, South Florida Water Management District, Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, and the US Fish and Wildlife Service.

### Client Reference:

Mr. Craig Wilson  
South Florida Water Management District (SFWMD)  
3301 Gun Club Road  
West Palm Beach, FL 33406  
(561) 686-8800

### Completion Date:

April 1, 2004

### Total Cost:

\$1,000,000

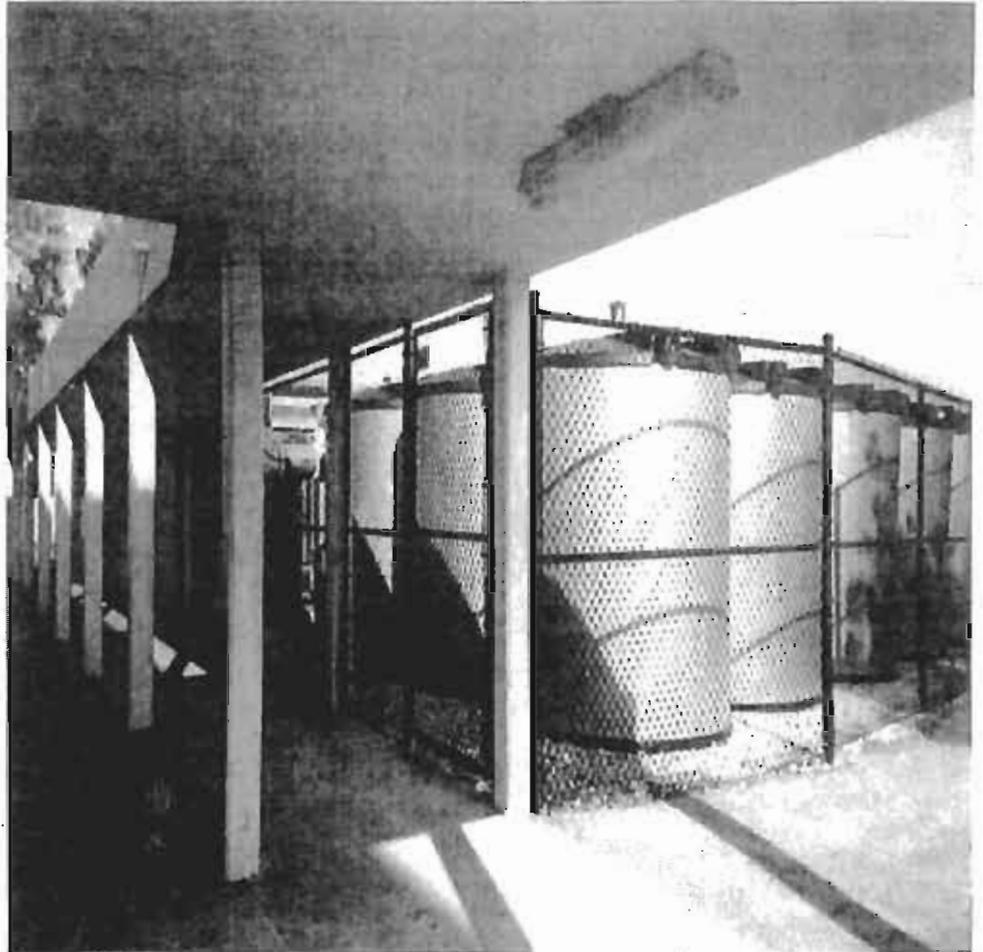


# School Board of Broward County Environmental Site Assessments

*Broward County, Florida*

Miller Legg conducted 15 Phase I Environmental Site Assessments (ESA) in a period of two weeks. To accomplish this task, Miller Legg divided the sites among four teams. Through effective teamwork and constant communication with the client, the project was performed within the budget and schedule. The Phase I ESAs complied with the processes prescribed by the American Society for Testing and Materials (ASTM), Standard Practice for ESA process. The following items were included as part of the assessments:

- Aerial photographs were reviewed to help evaluate past industrial and site features, such as above-ground petroleum storage tanks and / or solid waste disposal areas.
- Interviews with knowledgeable persons were conducted to evaluate whether portions of the properties would require environmental sampling, and to state the specific type of laboratory analyses that could be appropriate.
- An Environmental Data Report (EDR) was obtained for a one-mile radius around each school to evaluate whether the property was included on U.S. Environmental Protection Agency (EPA) or State of Florida Environmental Regulatory Lists, as required by ASTM.
- An on-site inspection of each property was made to note any visual sign of contamination and record any activities at or near the properties which involve suspect hazardous substances. Photographs were taken during the inspection.



**Client Reference:**

Ms. Shelley Meloni  
School Board of Broward County (SBBC)  
1700 Southwest 14th Court  
Fort Lauderdale, FL 33312  
(754) 321-1610  
shelley.meloni@browardschools.com

**Completion Date:**

December 27, 2005

**Total Cost:**

\$38,700

# South Florida VA National Cemetery

*Palm Beach County, Florida*

The 313-acre South Florida National Cemetery is located in western Palm Beach County. Miller Legg is the prime consultant that is leading the team in the development of the master planning design for the entire project and design development of the phase one area that will provide for a ten-year period of interments.

The site's freshwater wetlands, pine flatwoods and dense understory vegetation provide for a unique palette on which the master plan is developed. Also, we provided surveys including topographic, boundary, tree, canal cross-sections and cross-sections of the roadway frontage along SR 441. In addition to design, the Miller Legg-lead team's responsibilities include all applicable permitting and engineering services, as well as preparation of the Storm Water Pollution Prevention Plan (SWPPP) for National Pollution Discharge Elimination System (NPDES) permitting.

Services provided included:

- master planning
- engineering design
- landscape architecture
- surveying
- traffic engineering
- environmental services
- irrigation

**Client Reference:**

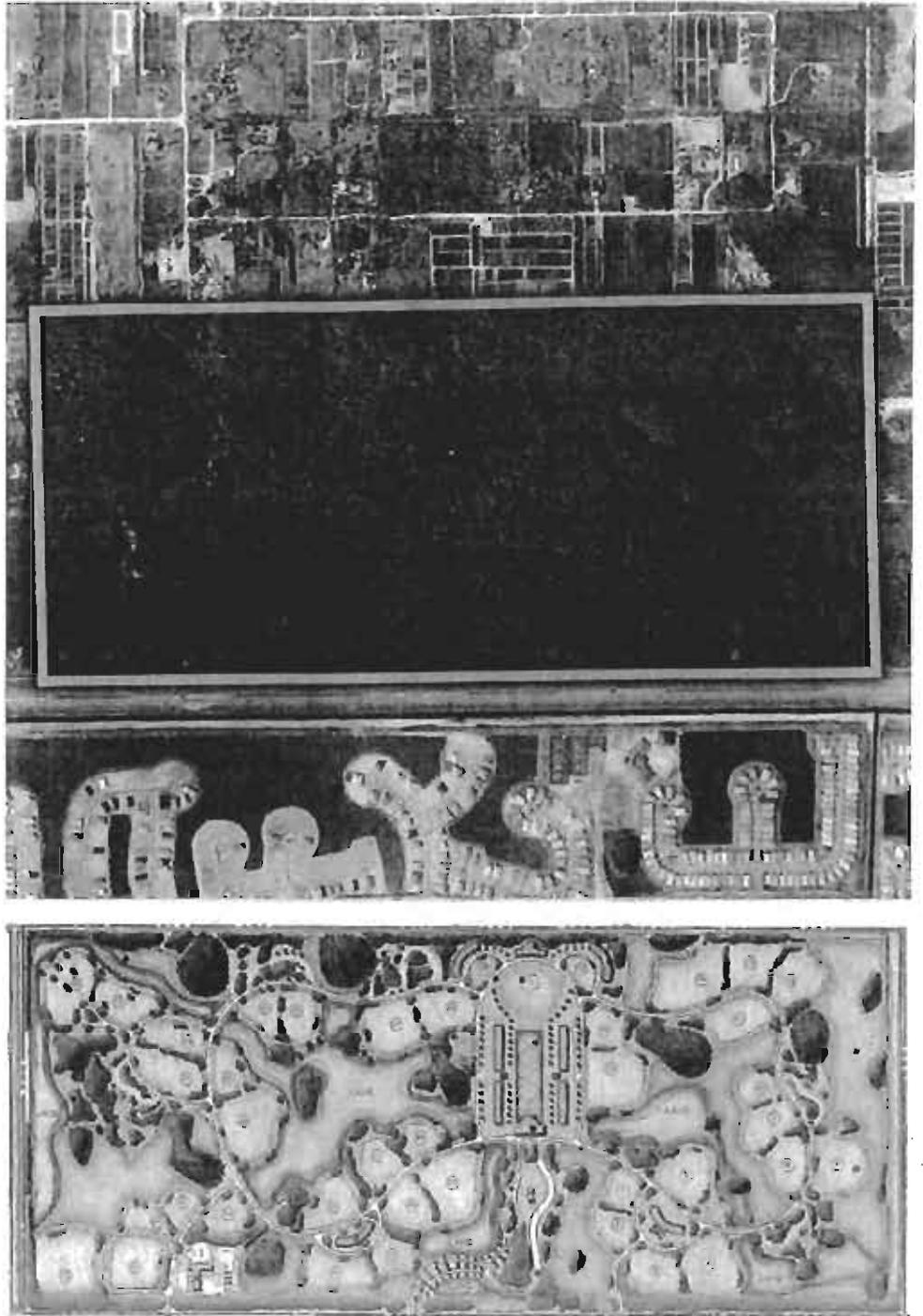
Mr. James Griffin  
 U.S. Department of Veterans Affairs  
 810 Vermont Avenue, NW  
 Washington, DC 20420  
 (202) 565-4943  
 james.griffin@mail.va.gov

**Completion Date:**

December 31, 2007

**Total Cost:**

\$33,000,000



---

**Tab 4: Familiarity with Local Conditions**



---

## Familiarity With Local Conditions

Miller Legg has provided a variety of environmental permitting, planning and engineering services for countless projects throughout Florida over the last 42 years. During this time, we have become intimately familiar with local conditions of many areas within the State.

We have been providing the City of Stuart similar services as requested by this RFQ under a Continuing Service Contract for the past three years and therefore have the proven local knowledge of the area. As part of these services, we conducted an assessment of the remaining undeveloped parcels within the City of Stuart. This knowledge allows us to efficiently and effectively address issues that may arise and manage projects for the City.

In addition, we have been conducting environmental audits of development packages to ensure that the City of Stuart Land Development Regulations (LDR) have been met. From these audits, we have become intimately familiar with the City of Stuart LDR and Comprehensive Plan. With this experience, we will be able to continue to transition smoothly into a new Continuing Services Contract and continue to assist the City in a timely and cost effective manner.

Further, through our extensive permitting experience, we have successfully navigated the state and federal level regulations of the South Florida Water Management District, U.S. Army Corps of Engineers, Florida Fish and Wildlife Conservation Commission, U.S. Fish and Wildlife Service, Environmental Protection Agency, and other state and federal agencies that would apply to projects in this area. This experience enables us to advise the City of these related issues during environmental audits of development packages and to help the City navigate the environmental agency maze for its own projects.



---

**Tab 5: Additional Information and Addenda**

Statement of Insurance  
Conflict of Interest Statement  
Addendum #1 (signed)  
Addendum #1 Response  
Addendum #2 (signed)  
Addendum #2 Response



---

## Statement of Insurance

Miller Legg will 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 Miller Legg. The City will be listed as a certificate holder and will be provided thirty (30) days written notice of cancellation, non-renewal or substantial coverage revision.



---

## Conflict of Interest Statement

Miller Legg has no potential conflicts of interest due to any other clients, contracts, city employees, or property interests for this contract. 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.





# 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

October 10, 2007  
Date

Miller Legg  
Firm

---

## Response to Addendum #1

**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.**

As a multi-disciplinary firm that provides environmental, civil engineering, planning, landscape architecture, and survey services, we represent both public and private clients. Though we currently have no private contracts for projects that are located in the City of Stuart, some of our private clients have in the past and may in the future have projects that fall within the City of Stuart.

To prevent a real or perceived conflict of interest, for projects if Miller Legg is contracted with a developer to provide environmental services for a project located within the City of Stuart, we would not provide the environmental audit for the City for that project. As the City plans to enter into a contract with more than one firm for the RFQ, the other firm could serve as the City's environmental reviewer when Miller Legg represents the developer. We have performed in this role for the past three years under our current contract where another environmental consultant under contract with the City of Stuart has represented the developer and Miller Legg performed the environmental audit so a conflict of interest was avoided. Likewise, under this RFQ, if we were contracted by the developer for any service related to a project submitted to the City, even if our contract were for non-environmental services, we would disclose this to the City so the City can make the determination on whether a conflict of interest exists and if so, select the other consultant to provide the environmental audit. We have successfully worked in this manner for other continuing service contracts with other municipalities and counties.

To address this issue contractually, we would recommend revising Section 9.2 of the Master Agreement that was provided with the Request for Qualifications as follows:

### 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 112.314, 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.
- 9.2.2 The CONSULTANT shall notify the CITY if the CONSULTANT is providing services of any nature on a project for which a developer submits an application to the CITY. The CITY will make the determination if a real or perceived conflict of interest would occur by the CONSULTANT representing the CITY in providing an environmental audit of the developer's application. If it is determined that a real or perceived conflict of interest exists, CONSULTANT will not represent the CITY for that particular project.





# 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

October 10, 2007  
Date

Miller Legg  
Firm

---

## Response to Addendum #2

Miller Legg respectfully requests that the paragraph 7.1 of the contract language be replaced with the following so that it complies with Florida Statute 725.08 and the terms of insurance policies available to consultants for providing professional services:

### 7.1. General

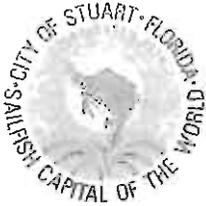
CONSULTANT shall to the fullest extent allowed by law indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful 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 professional liability insurance coverage to insure the provisions of this paragraph.



**“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 Statutes, 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 as 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	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. 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.”**

# MILLER LEGG

## 2007 RATE SCHEDULE

<u>Professional Services</u>	<u>Hourly Rate</u>
Administrative Assistant/Technical Assistant	\$ 55
Project Administrator	\$ 75
CAD Operator	\$ 60
Technician	\$ 70
Senior Technician	\$ 80
Technical Specialist	\$ 95
Senior Technical Specialist I	\$ 105
Senior Technical Specialist II	\$ 115
Designer	\$ 100
Senior Designer I	\$ 110
Senior Designer II	\$ 140
Construction Specialist	\$ 100
Senior Construction Specialist I	\$ 115
Senior Construction Specialist II	\$ 150
Engineer I	\$ 110
Engineer II	\$ 125
Engineer III	\$ 170
Senior Engineer	\$ 195
Biologist I	\$ 80
Biologist II	\$ 90
Project Biologist	\$ 115
Senior Biologist	\$ 145
Environmental Scientist	\$ 100
Senior Environmental Scientist	\$ 150
Landscape Designer I	\$ 85
Landscape Designer II	\$ 90
Senior Landscape Designer I	\$ 95
Senior Landscape Designer II	\$ 100
Landscape Architect I / Planner I	\$ 105
Landscape Architect II / Planner II	\$ 110
Project Landscape Architect/Project Planner	\$ 130
Senior Landscape Architect/Senior Planner	\$ 160
Surveyor I	\$ 90
Surveyor II	\$ 100
Surveyor III	\$ 110
Senior Surveyor	\$ 150
2-Person Survey Crew	\$ 135
3-Person Survey Crew	\$ 165
4-Person Survey Crew	\$ 195
2-Person Senior Survey Crew	\$ 145
3-Person Senior Survey Crew	\$ 175
GIS Specialist	\$ 95
Senior GIS Specialist I	\$ 105
Senior GIS Specialist II	\$ 120
Senior GIS Specialist III	\$ 140
GIS Coordinator	\$ 160
Director	\$ 200
Principal	\$ 230
Senior Principal	\$ 300
Expert Witness	\$ 300



**In-house Reimbursable Expenses**

**Rate**

Courier Zone 1 (0 - 30 Miles)	\$ 25.00
Courier Zone 2 (31 - 60 Miles)	\$ 50.00
Courier Zone 3 (61 - 75 Miles)	\$ 60.00
Mileage (per mile)	\$ 0.56
Color Copies (<8 1/2" X 11") (per copy)	\$ 1.00
Color Copies (<11" X 17") (per copy)	\$ 2.00
Blackline Prints (<24" X 36") (per sheet)	\$ 2.20
Mylars (<24" X 36") (per sheet)	\$ 7.00
Vellums (<24" X 36") (per sheet)	\$ 5.50
Official Record Docs (per page)	\$ 1.00
Copies	*
Postage	*
Fax Transmissions	*

**Out-of-Pocket Expenses**

Cost + 15%

\*Charges for monthly copies, fax transmissions, postage, and long distance will be the greater of 0.5% of invoice amount or \$25.00.

NOTE: These rates are subject to change after January 1, 2008

**“Exhibit D”**

**“Insurance and Indemnification.”**

