

**MASTER AGREEMENT
BETWEEN
CITY OF STUART, FLORIDA
AND
PROFESSIONAL SERVICE INDUSTRIES, INC.**

**FOR
CONTINUING PROFESSIONAL ENVIRONMENTAL CONSULTING
SERVICES**

THIS IS AN AGREEMENT made as of January 28th, 2008, between the City of Stuart, Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994 (CITY) and Professional Service Industries, Inc., 1748 33rd Street, Orlando, Florida 32839 (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.

CITY OF STUART
CONTINUING PROFESSIONAL
SERVICES CONTRACT

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 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.

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 112.314, 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 provide Professional Environmental Services exclusively for the CITY for any project that will be proposed within the territorial boundaries of the CITY. CONSULTANT shall not provide Professional Environmental Services to any entity who may request approvals or authorizations from the City of Stuart City Commission.

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

CITY OF STUART
CONTINUING PROFESSIONAL
SERVICES CONTRACT

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.”

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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 Professional Service Industries, Inc. on the date first above written for the provision of miscellaneous environmental consulting projects.

OWNER

CITY OF STUART, FLORIDA

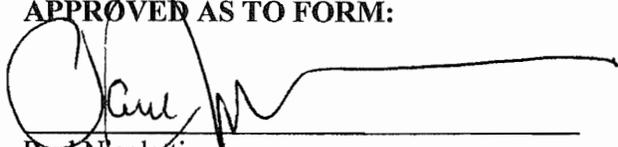


Mary L. Hutchinson
Mayor



Cheryl White
City Clerk

APPROVED AS TO FORM:



Paul Nicoletti
City Attorney



CONSULTANT

Professional Service Industries, Inc.
(Printed Name of Firm)

P. Edward Alley
(Signature of Principal)

P EDWARD ALLEY
(Printed Name of Principal)

11/19/07
(Date)

"Exhibit A"

"Proposal as Submitted by Professional and Accepted by City"

City of Stuart



Legal Notice for REI

RFQ #2007-63

Professional Environmental Consulting Services



Due: October 10, 2007

psi Information
To Build On
Engineering • Consulting • Testing

October 10, 2007

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

**Re: Legal Notice for Request for Expressions of Interest (REI)
RFQ #2007-63/Professional Environmental Consulting Services**

Dear Mr. Iverson and the City of Stuart Selection Committee Members:

Professional Service Industries, Inc. (PSI) appreciates this opportunity to respond to RFQ #2007-63, originally dated September 11, 2007. We have reviewed the qualifications instructions, as well as Addendum #1 issued September 26, 2007 & Addendum #2 issued October 3, 2007 and state that all terms and conditions are understood and acknowledged by the undersigned authorities.

PSI understands that the City of Stuart is seeking qualified firms to provide Environmental Consulting Services on an "as-needed basis" for a period not to exceed three years. We understand the City's scope of professional services may include, but is not limited to environmental audits of development packages, environmental code revisions, environmental Phase I/II site assessments, preliminary wetland and protected species assessments, environmental permitting, wetland and preserve area management, and general consultation and coordination. Furthermore, PSI recognizes the selection of the most qualified consultant is essential to achieving the City of Stuart's goals. Your consultant must demonstrate creativity, be sensitive to schedules and budgets, possess proven abilities to work with the public, be a good listener and bring added value to the process. We believe that we are in the best posture to deliver the required services and fulfill this crucial role.

PSI's Port St. Lucie office was established about three years ago to provide services for the Treasure Coast. The office is managed by Mr. Edward Alley, and he has technical staff available to provide services for your projects. Mr. Alley has lived and worked on the Treasure Coast since 1998. He has successfully completed numerous local environment projects, including landfill remediation projects, landfill closures, leachate treatment system design, and Phase I and Phase II Environmental Assessments. He will also be our Contract Manager on projects for the City of Stuart.

On the Treasure Coast, PSI has done extensive work for the community of Tradition, including roadways, parking lots, geotechnical investigations, materials testing, and construction services. Other local projects include the I-95 Crosstown Parkway Interchange and the I-95 Becker Road Interchange, the Home Depot at Gatlin Boulevard, Tesoro Clubhouse, and Kohl's at the Treasure Coast Mall. Additional current projects include a segment of US 1 roadway in Port St. Lucie, a Home Depot in Okeechobee, Midway Road Re-Pump Station, 84 Lumber in Fort Pierce, Adonel Concrete Plant located off Midway Road and continuing services for Tradition.

- ❖ **MBE/WBE Participation:** PSI has carefully and deliberately chosen our professional team that includes Lab Central, Inc., an MBE and Radon. We strongly advocate the use of MBE/WBE affiliates and have been previously recognized by the FDOT and City of Orlando, among others, for our use of disadvantaged sub-contractors.
- ❖ **Experienced Personnel:** PSI's proposed project manager, Vicki Lewis, has more than 16 years of experience providing environmental consulting services. During this time, she has performed services similar to those required under this RFQ. Likewise, Mr. Martineau is a seasoned professional with 17 years of experience and will also be made available to the City of Stuart. Along with Ms. Lewis and Mr. Martineau, the personnel available for this contract have extensive experience performing all of the services required under the contract, and our proposed team has worked together for several years.
- ❖ **Proven Track Record:** PSI and our proposed team have proven experience providing these exact and additional services to many government entities, including St. Lucie County School Board, City of Fort Pierce, St. Lucie County, City of Orlando, Broward County Public Schools, and Seminole County Public Schools. In fact, a large percentage of PSI's business is based on the work from "repeat clients".
- ❖ **Performance Ability:** Due to the large size of PSI's staff and facilities, we are able to provide the quickest response times for both personnel and test results. We maintain state-of-the-art resources and in-house equipment, and equip all our field personnel with NEXTEL direct connect cell phones.
- ❖ **Commitment:** PSI understands that time is of the essence to the City of Stuart. *We will make a positive commitment to timely perform the work within budgetary requirements.* Our management and staff are committed to providing the highest quality responsive professional services and treating the City of Stuart as a top-priority client.

The following primary people chosen for involvement in this project are authorized to make representations on behalf of PSI:

Project Manager: Ms. Vicki Lewis, CFEA, REPA
 Contract Manager: Mr. Edward Alley
 Email: jeff.martineau@psiusa.com; vicki.lewis@psiusa.com; edward.alley@psiusa.com

We are confident that with our demonstrated abilities, advantages, and competitive pricing, PSI is the best choice to provide professional environmental consulting services to the City of Stuart. We look forward to the opportunity to present our qualifications to you and eagerly await a positive response to our submission.

If there is any additional information you may need, please do not hesitate to contact us directly.

Respectfully submitted,
Professional Service Industries, Inc.


 Mr. Edward Alley
 Branch Manager


 Ms. Cate Knapp
 Department Manager



City of Stuart

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

Department of Financial Services

Purchasing Division
Terry Iverson, Purchasing Manager

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

Date: September 26, 2007
To: All Prospective Respondents
Subj: Addendum #1 to REI #2007-63, Professional Environmental Consulting Service

ADDENDUM #1

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

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

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

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

Sincerely,

Charles T. Iverson
Purchasing Manager
City of Stuart, Florida

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

Signature

10/9/07

Date

PSI

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.



Addendum #1 Response

PSI is willing to enter into an exclusive contract with the City of Stuart that would preclude PSI from representing any developer who might bring actions before the Stuart City Commission.



Professional Qualifications

PSI offers a highly qualified staff of professionals for the City of Stuart who will remain devoted throughout the duration of this contract. This section contains resumes detailing the educational background and experience of the specific individuals assigned to the project, along with their licenses/registrations. We have also included an organizational chart depicting the reporting relationships for our team, as well as our firm background, information on our anticipated subcontractors, PSI's liability and insurance statement and our notarized Conflicts of Interest statement as requested.



Professional Qualifications Company Background

PSI is a national environmental consulting, geotechnical engineering, construction materials testing, threshold inspection, and facilities/roof consulting corporation with over 2,500 professional engineers, materials testing inspectors, field and laboratory technicians and support personnel in 125 offices across the country. PSI was founded in 1961 in Champaign, Illinois as A&H Materials Testing (46 years in business), and we were incorporated as Professional Service Industries, Inc. in 1972. Our business history dates back to 1881 by way of the acquisition of Pittsburgh Testing Laboratories, Inc., giving PSI a service history of 125 years. Established as a legal entity in Florida in 1975, we have a team of more than 430 professionals located within 14 offices throughout the state. PSI's success is based on our commitment to providing top-quality services to our clients and to maintaining a highly qualified staff of professionals. With experienced personnel dedicated to providing the highest level of customer service, PSI has built an impressive client list that includes St. Lucie County School Board, City of Fort Pierce, St. Lucie County, Broward County, Brevard County Public Schools, Collier County, City of Orlando, Osceola County School Board, Lake County, Seminole County Public Schools, FDOT, and many other governmental agencies. PSI and the project team assembled for this contract has provided environmental services to government agencies in Florida for more than 30 years.

PSI practices compliance with laws and ordinances relating to previous and existing contracts, purchase orders and services. Our proposed project staff is currently working together on continuing contracts to meet the needs of the following clients:

- St. Lucie County School Board
- City of Fort Pierce
- Brevard County Public Schools
- St. Lucie County
- Broward County
- School Board of Broward County
- Miami-Dade County
- Collier County
- City of Fort Myers
- City of Sarasota
- Lee County School Board
- City of Orlando
- City of Ocoee
- City of Altamonte Springs
- City of Daytona Beach
- City of Mount Dora
- Pinellas County
- Hillsborough County
- University of South Florida
- Osceola County School Board
- Orange County
- The Villages
- Flagler County
- St. Johns County
- Florida Dept of Transportation
- Turnpike Authority
- Expressway Authority
- Town of Oakland
- Seminole County
- Seminole County Public Schools
- Volusia County Schools
- Lake County School Board
- Orlando Utilities Commission
- Celebration Development District
- Reedy Creek Improvement District

Our experienced staff members, quality service, quick response, on-time reporting, and cost effective solutions have given PSI the opportunity to work on a large volume of continuing contracts for a wide array of clients. Our previous contract history has prepared PSI to not only meet the minimum qualification requirements of this RFQ, but to exceed the expectations of the City of Stuart.





Professional Qualifications Company Background

As previously mentioned, PSI maintains 14 Florida offices and employs more than 430 employees statewide. Services for this contract will be performed out of Port St. Lucie and Orlando. We are ready and able to serve the needs of the City and look forward to becoming an extension of your staff.

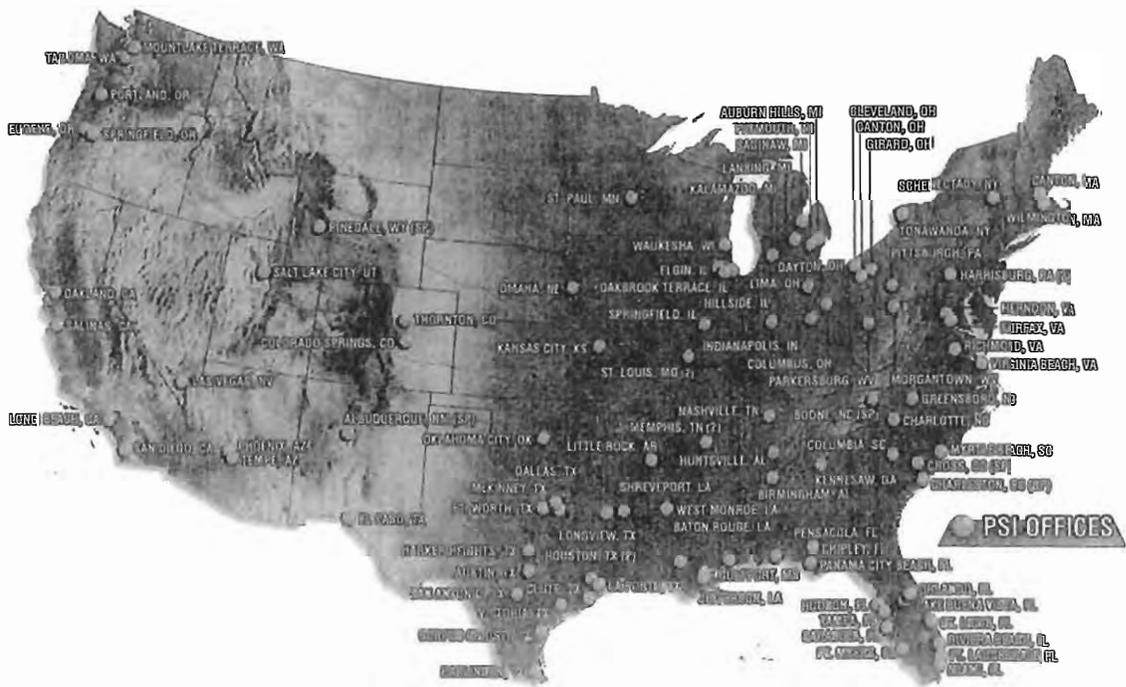
PSI's Website: www.psiusa.com

Port St. Lucie
2689 SW Domina Road
Port St. Lucie, Florida 34953
772-446-7803 phone
772-446-7831 fax

Orlando
1748 33rd Street
Orlando, Florida 32839
407-304-5560 phone
407-304-5561 fax



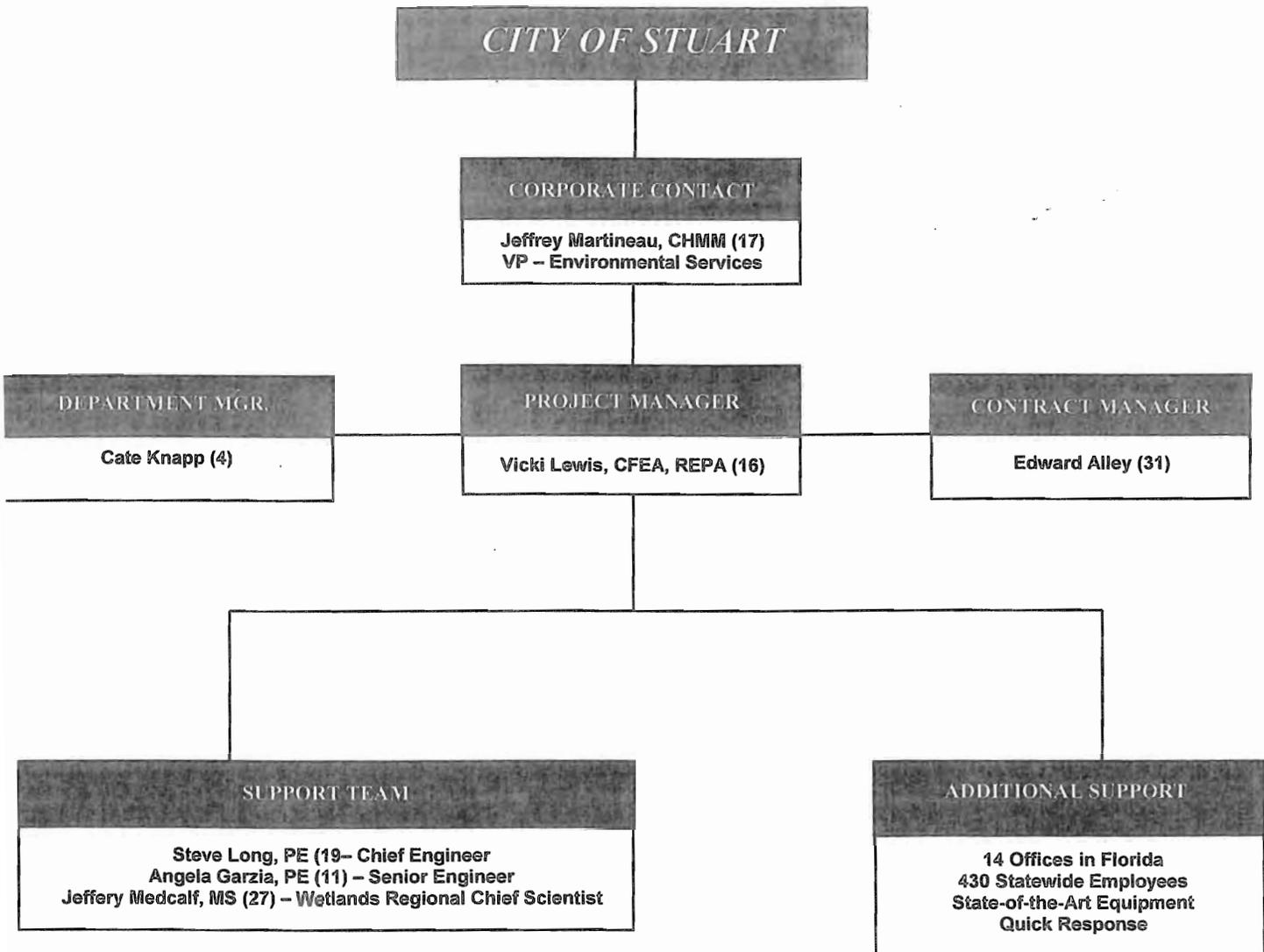
With more than 125 offices across the United States, PSI is uniquely equipped to provide timely and efficient services to its clients using our nationwide network of experienced personnel and certified equipment.





Professional Qualifications Organizational Chart

The specific individuals assigned have the experience of working together on numerous other projects. *In fact, the average years of industry experience for our team presented below is 17.9 years.* We also have the added benefit of utilizing our nationwide resources, including 430 employees in 14 offices throughout the state of Florida should the need arise.



Year started with PSI: 1993
Years experience with other firms: 3

Education

- Bachelor of Arts in Environmental Science, State University of New York, 1989
- Applied Environmental Science Program, SUNY 1988.

Certifications/ Registrations/Technical Training

- Certified Hazardous Materials Manager (CHMM) - Masters Level
- Initial 40 Hour Hazardous Waste Site Health and Safety Training, Garaughty Miller, Inc.
- OSHA 29 CFR 1910.120 HAZWOPER Annual 8 Hour Hazardous Workers Refreshers
- Environmental Professional – Phase I ESA, PSI
- National Institute for Storage Tank Management, FDEP
- Ace Loss Prevention & Project Management, PSI
- Assessing Environment Risk in Property Transactions, Enviropact, Inc.
- Florida Stormwater, Erosion, & Sedimentation Control Inspector, R.H. Moore & Associates

Professional Experience

Mr. Martineau has over 15 years of experience and is responsible for the management of all the environment operations in the Orlando, Florida office. Throughout his years in the environmental arena, he has managed various types of projects including the performance and preparation of many Phase I Environmental Site Assessments (ESAs), Phase II ESAs, Indoor Air Quality (IAQ) evaluations, tank closure assessments, soil and groundwater sampling and analysis plans, contamination assessments, and remedial actions. Mr. Martineau's assessment experience includes mold, petroleum products, metals, pesticides, dense non-aqueous phase liquids, polychlorinated biphenyls (PCBs), and more. He has also performed wastewater and stormwater management services, including the performance of stormwater inspections and preparation of National Pollutant Discharge Elimination System (NPDES) permits. During the performance and management of his projects, Mr. Martineau has developed strong client-consultant and consultant-regulatory relationships that are imperative in this industry.

Representative Phase I/II Environmental Site Assessment Project Experience

- McLin & Burnsed, The Villages, Florida – Managed several Phase II ESAs ranging in cost from \$5,000 - \$25,000 on large acre tracts in Sumter, Lake and Marion Counties purchased by a confidential land development group. The intent of the Phase II ESAs was to evaluate potential impact to the site from potential Recognized Environmental Conditions as determined during the performance of Phase I ESA activities performed by PSI prior to. In several cases, based on the findings of the Phase II ESAs, subsequent Phase III assessment and remediation work were performed to properly address identified concerns.
- Apartment Complex, Kissimmee, Florida - Performed for Phase I survey on an 80-unit apartment complex located on a five-acre parcel within a residential/commercial area of Kissimmee, Florida. Identified environmental concerns including the presence of asbestos, underground storage tanks, and inadequate housekeeping practices regarding the storage of pesticides, herbicides, and petroleum products on the property.
- Auto Parts Distributor, Florida - Project manager for 47 Phase I ESAs for a statewide auto parts distributor, including the coordination of site visits, reviewing of reports, and the overview of Phase II recommendations. Also responsible for project management of the subsequent Phase II ESAs.
- Shopping Center, Ormond Beach, Florida – Performed Phase II ESA to assist in

determining whether the subject property had been impacted by potential discharges from an adjacent property which had been occupied by a service station for many years.

- Drug Rehabilitation Facilities, Orlando, Florida - Project manager for Phase II ESAs on three separate properties to assist in determining whether the subject properties had been impacted by potential on-site and off-site concerns, which included petroleum storage tanks, solvents, and previous dumping of unknown materials.
- Municipal client, Florida - Project manager for the performance of Phase II ESA activities at several sites for due diligence purposed as part of property transactions. Mr. Martineau provided oversight of field sampling activities at various areas of the site and provided senior technical review for all Phase II ESA projects. Based on the findings, conclusions and recommendations were provided to the client for use in business decisions.

Representative Wastewater and Stormwater Management Experience

- Avis Rent-A-Car, Florida – Performed follow-up stormwater management inspection to evaluate site conditions. Based on inspection, provided recommendations to address potential and existing problem areas at the site.
- Budget Rent-A-Car, Florida - Performed follow-up stormwater management inspection to evaluate site conditions. Based on inspection, provided recommendations to address potential and existing problem areas at the site.
- Avis Rent-A-Car, Florida – Prepared necessary permit application to discharge treated effluent groundwater collected from a dewatering system, allowing for the modification of a stormwater drainage system.
- Florida East Coast Railway, Florida – Assisted in performance of stormwater inspection activities at several facilities throughout Florida. Information gathered was ultimately used in obtaining a general NPDES permit for the client.

Representative Indoor Air Quality Project Experience

- Lake-Sumter Community College - Performed site evaluation and sampling activities during the performance of post construction bake-out procedures pursuant to Section 15-994 of construction specification.
- Robert Reid Wedding Architects, Inc. - During this project, Mr. Martineau served as an industrial hygiene technician in a support role to the project manager. During this project, Mr. Martineau performed various field-sampling tasks and provided appropriate documentation to the project manager for use in the final report.
- Private Senior Housing Development, Tavares, Florida - Working for a real estate investment firm, as a project manager, Mr. Martineau assisted in the development of a scope of work to include a mold screening assessment of a 500+ bed senior housing development. Based on the client's needs/request, a scope of work was developed to perform a general evaluation of the site conditions in regards to the presence of mold at the facility.
- Private Hotel Chain, Orlando, Florida - Working for a real estate investment firm, as a project manager, Mr. Martineau assisted in the development of a scope of work to include a mold screening assessment of a 250+ room hotel. As part of the scope, Mr. Martineau performed a visual inspection, sample collection (ambient air, Wallchek[®] air, and lift/tape), and subsequent client discussions to provide conclusions and recommendations.

Year started with PSI: 1991
Years experience with other firms: 10

Education

- B.A. 1989

Certifications/Registrations/Technical Training

- Licensed Environmental Professional #138
- Certified Florida Environmental Assessor #294
- Registered Environmental Property Assessor #5984
- EPA AHERA Asbestos Inspector
- EPA AHERA Asbestos Management Planner
- Lead Inspector
- RMD LPA-1 Certified
- Phase I & II Environmental Site Assessment Field Methods, PSI
- Environmental Professional – Phase I ESA, PSI
- OSHA 40-Hour HAZEWOPER

Affiliations/Memberships

- Florida Environmental Assessors Association, Inc.
- Central Florida Environmental Professionals Associations
- National Registry of Environmental Professionals

Professional Experience

Ms. Lewis has over 16 years in the environmental field. Her current responsibilities include the management and direction of the Phase I Environmental Site Assessment (ESA) Program in Orlando, Florida, conducting environmental site assessments and surveys, and interacting with clients to discuss environmental concerns and issues, as well as determining the best course of action to address concerns identified. Ms. Lewis is also responsible for senior technical review of Phase I ESAs and overseeing the training for new employees performing Phase I ESAs and has been assigned as one of PSI's Principal Consultants for Phase I ESAs. Ms. Lewis is currently involved with managing national clients with real estate assets throughout the United States. Her national client group responsibilities include being the point of contact for clients, understanding the client's needs and time lines, and disseminating project-specific information to PSI's local offices. She manages the projects from beginning to end and maintains an open line of communication with the client throughout the project's duration. Ms. Lewis is also involved in senior technical review on a national level in coordination with PSI's corporate marketing group for major portfolios conducted throughout the United States and abroad. The projects have included both developed and undeveloped properties to include commercial, residential and industrial properties, and large acre tracts of land. Ms. Lewis has managed over 3000 Phase I ESAs. Previously, Ms. Lewis was responsible for directing the technical services in the asbestos division. Her responsibilities included communicating survey findings and observations to the clients, scheduling asbestos, lead and radon surveys, and construction and air monitoring assignments, interfacing with PSI laboratories to discuss analytical results, implementing field and report quality control, scheduling completion of reports, and developing proposals.

- Orange County Public Schools – Involved with project management of Phase I ESAs for proposed school sites, maintenance facilities, and developed properties within Orange County, Florida.
- Osceola County Public Schools – Managed and conducted Phase I ESAs for proposed school sites within Osceola County, Florida. Properties have included former convention centers, residential properties, and agricultural land to undeveloped, raw land. Communicate findings to the School Board and discuss sites requiring additional investigation.
- Seminole Community College – Managed and conducted Phase I ESAs for properties surrounding the Seminole County, Florida campus for due diligence during real estate transactions. Involved with the technical review of reports and communicating findings to the clients.
- Valencia Community College - Managed and conducted Phase I ESAs for properties surrounding the Seminole County, Florida campus for due diligence during real estate transactions. Involved with the technical review of reports and communicating findings to the clients and discussing areas of concern that has been identified during the course of the Phase I ESA.
- Dade County Public Systems - Involved in senior technical review of Phase I ESAs conducted on potential school facilities in Dade County, Florida and implementing courses of action for additional investigations to be conducted to address environmental concerns.

Representative Roadway Contamination Screening Projects

- Lochrane Engineering – Project Coordinator and Manager for Contamination Screening project as part of a Project Development and Environmental Study (PD&E) for roadway expansion projects located in Longwood, Seminole County, Florida and Ocala, Marion County, Florida. Projects encompassed two 5 mile tracts of roadway and adjoining properties to be assessed to determine low, medium, or high risk potential with road expansion activities. All work was conducted in accordance with Chapter 22 of the Florida Department of Transportation (FDOT) PD&E Manual.
- CH2MHill – Project Coordinator and Manager for Contamination Screening project as part of a PD&E Study for roadway expansion project in Seminole and Volusia County, Florida. The project encompassed 19 miles of road and adjoining properties to be assessed to determine low, medium or high risk potential with road expansion activities. The work was conducted in accordance with Chapter 22 of the FDOT PD&E Manual.
- Professional Engineering Consultants – Project Coordinator and Manager for Contamination Screening project as part of a PD&E Study for roadway expansion project for Croft Avenue (Segment 2), Citrus County, Florida. Identified nearby concerns and determined risk potential in accordance with FDOT PD&E Manual.

Representative Phase I/II Environmental Site Assessment Projects

- Confidential Client – Project Coordinator for multi-site real estate portfolio with assets in the mid-west and west coast. Performed technical review of the ESA reports and coordinated Phase II ESAs with client on properties identified to have environmental concerns.
- National Retail Properties, Inc. – Client manager for nationwide real estate investment trust (REIT) company involved in real estate transactions and property management to include retail centers, convenience stores with retail gasoline dispensing operations, free-standing retail box stores, etc. Coordinate large portfolios of properties, communicate with PSI's local offices, review technical documents, and understand approaches to be undertaken for additional investigations required to meet the client's needs. Non-scope considerations

addressed within the due diligence process include, but are not limited to, asbestos, lead-based paint, lead-in drinking water, radon gas screening, and visual mold screening.

- Lehman Brothers – Conducted Phase I ESAs to include asbestos, lead-based paint, lead in drinking water, and radon gas screening surveys on major hotels in the Bahamas, one of which included a total energy plant that generated power for a hotel.
- Levitt Homes, Inc. - Palm Beach County, Florida - Performed Phase I ESA on 300 acre agriculturally developed property identifying pesticide/herbicide mixing areas, former underground storage tanks, and equipment maintenance areas. Determined further investigation was necessary and assisted in Phase II ESA effort.
- First Union National Bank of Florida - Performed Phase I ESA on recycling and lead tire weight manufacturing plant. Identified historical and present environmental concerns.
- Major Fast-food Restaurant Chain - Managed project team for 67 Phase I ESAs for properties located in central and northwest Florida and south Georgia. Coordinated field activities and ensured expedited time line of three weeks was met. Involved with the technical review of the ESA reports and identifying sites requiring additional investigation.
- State of Florida, Division of Forestry - Managed and performed Phase I ESA for 12,000 acre parcel of land located in Sumter County, Florida, to include ground and aerial reconnaissance. Project included testing and analysis of suspected asbestos-containing materials and lead-based paint for on-site residences. Coordinated follow-up Phase II studies to include soil and groundwater sampling for cattle dipping vats and former underground storage tanks located on the property.
- Westbrook Partners – Conducted Phase I ESAs to include asbestos, lead-based paint, lead in drinking water, and radon gas screening surveys on hotels in the West Indies and Lesser Antilles. Coordinated Phase II ESA efforts with PSI personnel deployed to properties identified to have environmental concerns from on-site dry cleaning operations to historical landfills present on the property.
- Florida Crushed Stone - Managed and performed Phase I ESAs for industrial properties involved in mining operations and concrete manufacturing in Florida and Georgia. The sites ranged in size from 200 to 1,800 acres. Involved in the technical review of the reports and identifying conditions requiring additional investigation.
- Ram Realty Services - Involved in coordinating Phase I ESAs for multi-tenant properties to include shopping centers and residential properties. Provide technical assistance on issues identified to include past and current dry cleaners, identified solvent-impact, petroleum impact, and indoor air quality issues. Provide senior technical review of Phase I ESAs and implementation for courses of action for additional investigations to be conducted to address environmental concerns identified.
- Confidential Client - Client and project manager for municipality involved with real estate acquisitions. Projects include Phase I ESAs, Phase II ESAs, source removal activities, and remedial efforts. Environmental concerns identified have included cattle dipping vats, former landfill operations, storage tanks, chemical mix-load areas, arsenic-impact to soil and groundwater, and petroleum impact to soil and groundwater.

Representative Asbestos and Lead-Based Paint Survey Projects

- Florida Department of Management Services - Participated in the preparation and implementation of an asbestos operation and maintenance plan for ten state-owned buildings located in Tallahassee, Florida.
- Orlando Regional Healthcare - Orlando, Florida - Participate in the project management for a wide range of projects, and perform surveys on hospitals, retirement homes, nursing homes, multi-story office buildings, and residences.

- Walt Disney World - Orlando, Florida - Involved in conducting asbestos and lead-based paint surveys for various sites located within MGM Studios.
- Confidential Client, Dallas, Texas - Participated in the preparation and project management for properties located in the eastern and southeastern region of the United States to ensure that State and Federal guidelines were implemented during asbestos surveys and asbestos abatement projects.
- Resolution Trust Corporation - Atlanta, Georgia - Performed asbestos surveys on properties located in Puerto Rico. Coordinated operations and maintenance plan preparation for facilities identified to contain asbestos to ensure plans were prepared in accordance with the U.S. Environmental Protection Agency requirements and the Environmental Quality Board of Puerto Rico.
- KB Home - Project manager for air monitoring and project oversight during the removal of approximately 4,500 linear feet of transite pipe located within an abandoned citrus grove.

Representative Indoor Air Quality Experience

- Shades of Green (a U.S. Army owned and operated hotel facility)-Involved with mold evaluation conducted at the property during construction activities and coordinating abatement procedures to be undertaken by experienced mold abatement contractor.
- Allstate Floridian Insurance Company-Involved in project management for insurance claims relative to mold investigation units within Allstate. Disseminate project information and ensure scope of work is understood by PSI field personnel and the client's time lines are met.
- REH Capital, Inc. - Involved in microbiological evaluation conducted at a hotel in Kissimmee, Florida. Developed a project approach to meet client's objective. Assisted client in courses of action necessary during renovation and remodeling activities at the site.
- Confidential Client – Project manager for investigation to address water intrusion and microbial growth issues due to faulty construction of an apartment complex within Florida. Discussed findings with PSI's CIH and the client to resolve issues identified.
- Confidential Client - Project manager for indoor air quality investigation to determine site conditions of a retirement home. Investigation included collection of tape lift and air samples. Communicated findings to the client and worked with PSI's in-house CIH to address issues identified. Coordinated PSI's personnel involved in being on-site to provide project oversight during remedial activities at the facility.

Year Started with PSI: 2006
Years Experience with Other Firms: 2

Education

- Bachelor of Science in Civil Engineering, The Pennsylvania State University, 2005

Certifications/Registrations/Technical Training

- OSHA 29 CFR 1910.120 40 Hour HAZWOPER, Florida, 2006
- PSI Phase I ESA WebEx based training program, 2006.
- PSI Phase II ESA training program and Field Sampling Workshop, 2006.
- PSI University Project Management Certification Program, 2006.
- PSI University Manager-in-Training Program, 2007.
- FDEP Qualified Stormwater Management Inspector, 2007.

Professional Experience

Ms. Knapp is involved in various types of projects, including Stormwater Inspections, Phase I and Phase II Environmental Site Assessments (ESAs), petroleum and solvent soil and groundwater assessments and remediation, and mold and asbestos surveys.

Representative Stormwater Project Experience

- Seminole County Public Works, Various Locations, Seminole County, Florida. Project involved county-wide stormwater pond inspections to determine the functionality of the ponds and recommended maintenance actions, upgrades, and retrofits for improved performance. Performed 100 inspections and prepared associated reports over a five month period.
- CVS Realty, Various Locations, Florida. Performed stormwater management system inspections, permit renewals, and re-certifications for CVS Realty throughout the state of Florida.

Representative Phase I/II ESA Project Experience

- Shopping Plaza, Winter Park, Florida. Performed Phase I ESA for a multi-tenant shopping plaza. All field work and report preparation was performed in a one week period.
- Golf Course, Clermont, Florida. Assisted on Phase I ESA for the Palisades Golf Course in Clermont. All field work and report preparation was performed for client in a two week period.
- Residence, Orlando, Florida. Prepared a Transaction Screen Report for a single family residence located on approximately 2.5 acres. All field work and report preparation was performed for client in a one week period.
- Commercial Building, Orlando, Florida. Prepared a Transaction Screen Report for a commercial building situated on approximately 0.6 acres. All field work and report preparation was performed in a one week period.
- Commercial Vacant Land, Winter Haven, Florida. Prepared a Phase I ESA for vacated commercial land that had been historically occupied since at least the early 1900s. The land was occupied by an active remediation system. Report included extensive database research and historical document review. All field work and report preparation was performed in a two week period.
- Undeveloped Land, Orlando, Florida. Prepared a Phase I ESA for approximately 28 acres of undeveloped, wooded land located in Orlando, Florida. All field work and report preparation was performed in a one week period.
- Former Citrus Grove, Orlando, Florida. Project manager for Phase II ESA of approximately 103 acre parcel, including pesticide, herbicide, petroleum, and arsenic impacts due to the

presence of citrus grove chemical mixing areas. Performed soil screening and sampling, temporary monitoring well installation, groundwater and sediment sampling, and report preparation.

- Vacated Commercial Property, Fort Pierce, Florida. Project manager for Phase II ESA at a vacated former vehicle maintenance property including on-site hydraulic lifts and off-site recognized environmental concerns.

Representative Petroleum and Non-Petroleum Assessment Experience

- City of Orlando, Lift Station #117, Orlando, Florida - Project manager for petroleum-related impact assessment. Directed site soil sampling and report preparation. Received No Further Action (NFA) status following assessment.
- Seminole County Public Schools, Bus Maintenance Facility, Winter Springs, Florida - Oversaw the removal of three petroleum underground storage tanks, removal of petroleum-impacted soil, and associated screening and excavation activities.
- CVS Realty, Former Sunshine Food Mart #147, Kissimmee, Florida – Oversaw monitoring well and piezometer installation, performed groundwater assessment and report preparation for petroleum impacted groundwater. Additionally, assisted in the preparation of a Remedial Action Plan Modification (RAPM) Report, construction drawings, and bid specifications for a short term Air Sparge/Multi-Phase Extraction system to remediate the impact at the site.
- Ram Realty, Southdale Shopping Center, West Palm Beach, Florida – As project manager, performed groundwater sampling and report preparation at a former dry cleaner facility to evaluate current impact.

Representative Roadway Contamination Screening Projects

- Metric Engineering – Assisted in Contamination Screening project as part of a Project Development and Environmental Study (PD&E) for roadway expansion project for State Road 500 in Lady Lake, Florida.
- PEC – Prepared contamination screening evaluation report for proposed roadway expansion of 10th Street in Edgewater, Florida.

Year started with PSI: 2007
Years experience with other firms: 30

Education

Bachelor of Science in Engineering Science, University of Florida 1973

Certifications/Registrations/Technical Training

Engineer Intern, #5926 Washington State, 1974
Qualified Stormwater Management Inspector # 2891

Affiliations/Memberships

American Society of Civil Engineers (ASCE)

Professional Experience

Mr. Alley has over 30 years of engineering experience in the areas of civil, environmental, electrical, and mechanical engineering. He has provided planning, design, engineering, permitting, construction, and operations consulting in the fields of water, wastewater, solid waste, groundwater remediation, roadways, waste to energy, and power generation.

Representative Environmental Project Experience

- St. Lucie County Northeast Airport Landfill (Fairwinds Golf Course) Closure and Remediation – Project Manager (1992 ACEC Grand Environmental Award)
- St. Lucie County West Airport Landfill (Monitor Only) Closure – Project Manager
- St. Lucie County Service Garage Ground Water Remediation – Project Manager
- Martin County Palm City Landfill Expansion – Project Manager
- Martin County Leachate Treatment System – Project Manager
- Fort Pierce Center and Hammon Road Landfills Closure Cost Analysis – Project Manager
- South Hutchinson Island Wastewater Treatment Plant Feasibility – Project Manager
- Lee County Landfill Development (new 1800 acre site) – Project Manager
- Key West Waste to Energy Plant – Project/Operations Manager
- Key West and Stock Island Power Plants Air and Water Discharge Permitting – Project Manager
- St. Lucie County Penski Site Remediation – Project Manager
- St. Lucie County Crop Duster Site investigation – Project Manager
- Numerous Phase I Audits – Project Manager

Representative Roadway Project Experience

- Ernest Lyons Bridge PD&E – Public Participation
- SR 516 PD&E – Staff Engineer Public Participation
- I-95 Indian River County Mill and Resurface – Staff Engineer
- Martin County Annual Resurfacing – Construction Manager
- Martin County Pervious Paving Projects – Construction Engineer
- Martin County Annual Bridge Repairs – Construction Manager

Year started with PSI: 1998
Years experience with other firms: 10

Education

B.S., Geological Engineering, University of Arizona, 1988

Professional Organizations/Registration

- Registered Professional Engineer, State of Florida
- Registered Professional Engineer, State of Arizona
- Registered Professional Engineer, State of California
- Registered Professional Engineer, State of Kansas
- Professional Geologist, State of Florida
- General Contractor, California (Inactive)

Professional Experience

Mr. Long has nearly 20 years of experience, as both an engineer and geologist on hazardous waste and petroleum assessment and cleanup projects throughout the United States. Mr. Long has been in charge of the design and installation of over one hundred soil and groundwater remediation systems, which include a variety of technologies such as bio-venting, bio-sparging, soil vapor extraction, air sparging, in-situ bio-remediation, in-situ oxidation, dual-phase extraction, and other hybrid technologies. As a Regional Engineer, Mr. Long is responsible for planning, managing, and conducting groundwater and soil assessment and remediation property and risk assessments. He provides overall technical support, including quality control and review of feasibility studies, assessments, design and engineering construction. Mr. Long has managed environmental engineering groups providing services to commercial, industrial and government clients. In addition, Mr. Long has extensive experience with Phase I and Phase II environmental site assessment for due diligence.

Representative Project Experience

- Federated Mutual Insurance Company; Nationwide-Project manager and lead engineer on over 75 petroleum cleanup sites. Responsibilities included preparation of corrective action plans, construction plans and specifications, management of construction projects, and operation and maintenance of soil and groundwater treatment systems.
- Intel Corporation; Northern California-Project manager and primary client contact for all remedial activities at four sites in Northern California. The sites include two Superfund Sites under EPA lead, one site under state water board lead and one site under Department of Toxic Substances Control lead. Duties include project/budget management, -client maintenance, preparation of construction plans and specifications for remedial actions, preparation of technical documents, and oversight of daily operation and maintenance of soil and groundwater treatment systems.
- Department of Energy; Davis, California-Project engineer on \$35 M+ cleanup of a former DOE site. Previous activities have included preparation of EE/CA report, evaluation of potential alternatives for removal actions; preparation of numerous workplans for field activities, and construction/remedial action cost estimating. Also served as project manager for decommissioning of a 40,000-curie Cobalt-60 irradiator at the facility.
- Various Clients; Nationwide-Environmental professional for closure sampling at a RCRA-permitted landfill; conducted vapor mitigation studies at three former municipal landfills; and designed methane collection system for former municipal landfill.
- Various clients; Nationwide-Environmental professional for extensive experience with industrial motor controls, telemetry, and programmable logic controllers for monitoring and

control of groundwater and-soil treatment systems. Developed and maintained an active telemetry network for remote monitoring and control of treatment systems on 15+ sites.

- Confidential Defense Contractor; Sunnyvale, California-Project manager during remedial design phase for a high profile TCE plume covering most of Sunnyvale, California. Prepared feasibility study report, developed cost reduction strategies for remediation, conducted dual-phase extraction pilot study, oversaw operation of soil and groundwater treatment systems.
- Various Private and Government clients; Nationwide-Project manager and lead engineer on a number of underground and above ground tank system installations and service station upgrade/remodel projects. Knowledgeable with all aspects of tank system design including secondary containment, overspill protection, cathodic protection, lead detection, and electrical systems.
- International Harvester; Memphis, Tennessee-Project manager for assessment of former production facility. Duties included estimating costs for bringing facility into compliance with RCRA and other environmental regulations, performing corrective action, and maintenance of post-closure landfill.
- Pinellas County School District; St. Petersburg, Florida-Engineering manager for a high profile investigation and cleanup of lead contaminated soils and groundwater at a public school in Pinellas County, Florida. The work was conducted under the direction of EPA Region 4 and Florida Department of Environmental Protection.
- Multiple Clients; Nationwide-Environmental professional for assessing toxic liability for real estate transactions; characterized industrial pond liquids and sediments; determined sources of underground spills of unknown origin; prepared groundwater monitoring plans; specified analytical procedures, and evaluated environmental fate of fuels.
- Ray Distributing Company; Jacksonville, Florida-Environmental professional for developing standardized design software and report format for preparation of Remedial Action Plans which reduced project costs by over 30%. Developed standardized "library" of AutoCAD construction drawings and standard specifications for soil and groundwater treatment systems. The standards cut production costs by 25% and decreased preparation time significantly.
- Various Clients; Nationwide-Project manager for risk assessments at numerous sites under ASTM and Superfund RAGS guidance. Successfully negotiated alternative cleanup levels at many sites, saving clients thousands of dollars. Assisted in development of several models for evaluation of risks associated with inhalation of vapor phase contaminants.

Year Started with PSI: 1997
Years Experience with Other Firms: 1

Education

- B.S., Environmental Engineering, University of Florida, 1996

Certifications/ Registrations/Technical Training

- Professional Engineer #60085, Florida 2002
- OSHA 40 Hour Safety Training for Hazardous Waste Sites
- OSHA 8 Hour Refresher Safety Training for Hazardous Waste Sites
- Environmental Site Assessment Practices for Commercial Real Estate (Phase I), 1997
- Phase II Environmental Site Assessment Project Management, PSI
- PSI Project Manager Certification Program, 2002
- PSI Principal Consultant Certification Program, 2005

Affiliations/Memberships

- Florida Engineering Society
- American Society of Civil Engineers (ASCE)
- Central Florida Association of Environmental Professionals

Professional Experience

Ms. Garzia has over 10 years of experience in the environmental assessment and remediation field. She is responsible for overall management of various types of projects, including Phase I and Phase II ESAs, tank closure assessments, tank system specifications and replacements, soil and groundwater sampling and analysis plans, pilot study activities, source removal activities, contamination assessments, and remedial action plans. Ms. Garzia's assessment experience includes both petroleum and non-petroleum contaminants, including solvents, metals and pesticides/herbicides. As a result of her experiences as a field technician and project manager, Ms. Garzia has accumulated the knowledge and experience required to perform various facets of a typical and atypical environmental project. Additionally, Ms. Garzia fulfills the position of QA/QC Officer for all of PSI's offices located in the State of Florida. Under this title, she is responsible for all communications with the Florida Department of Environmental Protection (FDEP) regarding FDEP's Field Standard Operating Procedures (SOPs). Ms. Garzia also performs data validation for field activities and laboratory analyses conducted for all projects managed through the Orlando, Florida office.

Representative Phase I/II Environmental Site Assessment Project Experience

- High-Rise Office Complex, Miami, Florida – Project Manager for Phase I ESA for two high-rise office buildings and associated parking garage located in downtown Miami, Florida. Identified on-site Underground Storage Tanks (USTs) and reported petroleum discharge as environmental concern.
- Shopping Center, Boynton Beach, Florida – Project Manager for a Phase II ESA to assist in determining whether the subject property had been impacted by potential discharges from an on-site dry cleaner facility. Responsibilities included the scheduling and supervising of drilling activities, utility locate, performance of soil and groundwater sampling activities, compilation of the field and laboratory analytical data, and preparation of a summary report from PSI.

- High-Rise Office Building, Orlando, Florida – Project Manager for Phase I ESA for a high-rise office building located in downtown Orlando, Florida. Identified various environmental concerns including off-site Leaking Underground Storage Tanks (LUST) facilities.
- Asphalt Plants, North and South Carolina – Project Manager for Phase I ESAs for eight asphalt plants located throughout North and South Carolina. Identified various on-site environmental concerns related to ASTs and maintenance/management practices.
- City Block, Orlando, Florida – Project Manager for a large-scale Phase II ESA for a multi-parcel property located on the south side of Downtown Orlando. The Phase II ESA activities, including 75 soil borings and 30 temporary monitoring wells, were performed to assess various on-site and off-site Recognized Environmental Conditions, including vehicle maintenance areas, hydraulic lifts, a historic lumber yard, a citrus processing plant, a historic gasoline station, a pesticide company, a refrigeration repair company, and a historic dry cleaning facility. The Phase II ESA identified various areas of impacted soil and groundwater. Supplemental assessment activities concluded with the source removal of three areas of soil impacted by petroleum products, metals and cyanide.
- The Villages, Florida – Project Manager for several Phase II ESAs ranging in cost from \$5,000 - \$25,000 on large acre tracts in Sumter, Lake and Marion Counties purchased by a confidential land development group. The intent of the Phase II ESAs was to evaluate potential impact to the site from potential Recognized Environmental Conditions as determined during the performance of Phase I ESA activities previously performed by PSI. In several cases, based on the findings of the Phase II ESAs, subsequent Phase III assessment and remediation work were performed to properly address identified environmental concerns, including soil and/or groundwater impact from petroleum products, solvent products, pesticides, herbicides and arsenic.
- Municipal Client, Florida – Project manager for the performance of Phase II ESAs at several sites for due diligence purposes as part of property transactions. Responsibilities included the oversight of field sampling activities at various sites and provided senior technical review for the projects. Based on the findings, conclusions and recommendations were provided to the client for use in business decisions.

Representative Petroleum Project Experience

- Florida East Coast Railway Company, Dania, Florida – Project Manager for site assessment and remedial activities for a railroad rental property located in Dania, Florida. Site activities include the assessment of impacted soil and groundwater, pilot study activities, and preparation and implementation of a Remedial Action Plan for a groundwater plume that extends more than 40 feet below the groundwater table surface.
- Various Properties, Florida – Project Manager for various Preapproval Sites located throughout the state of Florida. Funding is provided by the Florida Department of Environmental Protection. Clients include various corporations and private entities. Project activities include the assessment of petroleum-impacted soil and groundwater, remedial pilot projects, and the preparation and implementation of Remedial Action Plans. The project manager responsibilities also included the coordination of the requirements of the responsible parties (property owners) and the FDEP/local regulatory agencies.
- Various Properties, Florida – Project Manager for various non-Preapproval LUST sites located throughout the state of Florida. Site activities include the assessment of petroleum-impacted soil and groundwater, and the preparation and implementation of Remedial Action Plans.
- Drug Rehabilitation Facility, Orlando, Florida – Project Manager for groundwater monitoring activities related to a historic petroleum product discharge. Site activities resulted in a No

Further Action being granted for the site from the Florida Department of Environmental Protection.

- Local High School, Seminole County, Florida – Project Manager for site assessment, and subsequent UST and source removal activities. Currently pursuing a No Further Action status for the site from the Florida Department of Environmental Protection.
- Local High School, Seminole County, Florida – Project Manager for site assessment and subsequent source removal activities at a local high school. The activities were required by the local regulatory agency due to petroleum product surface discharge discovered during a routine inspection of the facility. Source removal activities resulted in a No Further Action status being granted for the site from the Florida Department of Environmental Protection.
- Bulk Oil Company, Florida – Project Manager for the preparation of Spill Prevention Control and Countermeasure (SPCC) Plans for various bulk oil facilities located in Orlando, Jacksonville and Pinellas Park, Florida.
- Dairy Production Company, Florida – Project Manager for the preparation of SPCC Plans for dairy production facilities located in Orlando and Orange City, Florida.
- Florida East Coast Railway Company, Florida – Project Manager for site assessment and remedial activities at railroad yards located in Miami and Jacksonville, Florida. Site activities include the continued delineation of impacted soil and groundwater, and the operation and modification of existing groundwater remediation systems.
- Florida East Coast Railway Company, Goulds, Florida – Project Manager for site assessment and remedial activities for a railroad rental property located in Goulds, Florida. Site activities include the assessment of impacted soil and groundwater, pilot study activities, and preparation and implementation of a Remedial Action Plan for a groundwater plume that extends across a U.S. Highway.
- Lumber Yard, Orlando, Florida – Project Manager for a Preapproval Site located in Orlando, Florida. Project activities included the assessment of on-site and off-site petroleum-impacted soil and groundwater, a remedial pilot study, and the preparation and implementation of a Remedial Action Plan for a 600-foot long petroleum product plume. The approved remediation for the site includes soil excavation and *in-situ* biosparging of the groundwater plume.
- DeLand Airport, DeLand, Florida – Project Manager for a site impacted by petroleum product due to a mid-air collision at the DeLand Airport. Site activities began with a limited assessment, followed by full-scale assessment to delineate the impacted soil and groundwater. The chosen remedial action included the over-excavation of the impacted soil for thermal treatment, and resulted in a No Further Action status being granted by the Florida Department of Environmental Protection within 6 months of the original incident.
- Bus Maintenance Facility, Seminole County, Florida – Preparation of a Bid Specification Package to Upgrade Petroleum Underground Storage Tanks to comply with Florida Department of Environmental Protection's 2009 Deadline for a bus maintenance facility in Seminole County, Florida. The site activities also included the oversight of the tank upgrade and waste oil product piping upgrade activities, and the tank and piping closure assessment activities. Current site activities include post-remedial groundwater monitoring.
- Daytona Beach Airport, Volusia County, Florida – Designed an Airplane Wash facility for an aeronautical school located in Volusia County, Florida. The facility was designed to be in compliance with the requirements of the local municipalities, the St. Johns River Water Management District, and the Florida Department of Environmental Protection.
- Performs/Manages Continued Monitoring Activities at Various Petroleum-Impacted Properties, Florida

Representative Non-Petroleum Project Experience

- Lumber Yard, Boynton Beach, Florida – Project Manager for a solvent plume located in Boynton Beach, Florida. Project activities included the assessment and delineation of on-site solvent-impacted groundwater, preparation of a Remedial Action Plan, and remediation of the solvent plume. The approved remediation for the site included *in-situ* chemical oxidation of the groundwater plume using a permanganate product. In 2006 and 2007, PSI performed two rounds of remedial injection activities. PSI is currently performing groundwater monitoring to determine the effects of the remedial product.
- Future Drug Store Site, Sanford, Florida – Project Manager for a Phase II ESA of a property being purchased by a development company. The Phase II ESA discovered solvent impact from a former on-site dry cleaner operation. Subsequent site activities included source removal (soil excavation and groundwater pump out), and resulted in a No Further Action status being granted for the site from the Florida Department of Environmental Protection.
- Municipal Client, Florida – Project Manager for the preparation of a Feasibility Study (FS) for a solvent plume located in a densely populated urban area. The FS is currently being used by the Environmental Protection Agency in determining the best cause of action to remediate the urban area, which has since been designated as a Superfund Site.
- Municipal Client, Florida – Project Manager for site assessment activities for a solvent plume located in a densely populated urban area. Project management responsibilities included the coordination of the needs of the client, and the issues related to performing assessment activities on properties owned by the State of Florida, the Federal Government, private corporations and various private entities.
- Assisted in the Preparation of Contamination Assessments/Monitoring Only Plans (MOPs) for Various Agricultural Properties, Everglades, Florida.
- The Villages, Florida – Project Manager of various arsenic, pesticide and petroleum-impacted sites. Project activities included the assessment and delineation of on-site impacted soil, and preparation and implementation of a site cleanup plan. Site cleanup will include source removal/soil excavation.
- Various School Properties, Seminole County, Florida – Project Manager for soil and groundwater assessment, delineation and subsequent source removal activities for various properties identified to have arsenic impact.

Other Representative Project Experience

- Various Sites, Florida – Project Manager for lake surface water monitoring activities at various sites located in Orlando and Ocala, Florida. The site activities include the quarterly collection of surface water samples for laboratory analysis for various organic and wet chemistry parameters. The quarterly monitoring activities are required to maintain each site's operation permit.
- Various Sites, Florida – Project Manager for discharge water monitoring activities at various cooling tower sites located in Apopka and Winter Park, Florida. The site activities include the quarterly collection of discharge water samples for laboratory analysis for various organic and wet chemistry parameters. The quarterly monitoring activities are required to maintain each site's operation permit.
- Orlando, Florida – Project Manager for quarterly sampling of a potable water supply well at a site located in eastern Orlando, Florida. The site activities include the quarterly collection of a potable water sample for laboratory analysis for total coliform and metals parameters. The quarterly monitoring activities are required to maintain the site's operation permit.
- Assisted in the Preparation of an Individual Water Use Permit for a Residential Community, Orlando, Florida.

Years Experience with other Firms: 23
Year started with PSI: 2003

Education

MS, 1986 Environmental Science, Southern Illinois University, Edwardsville, Illinois
BS, 1979 Agricultural Sciences, Soil and Water Conservation, Western Illinois University

Professional Certifications/Registrations

- Society for Ecological Restoration
- Certified, 1985 US Fish and Wildlife Service's Habitat Evaluation Procedures

Professional Experience

Expert in design and construction management of wetland/upland mitigation projects, evaluation of wetland/upland mitigation success; expert in environmental planning, ecological assessments, remote sensing and GIS assisted landscape analysis, feasibility studies, soil analysis, mitigation bank design, landscape/cover type mapping, environmental grants development and administration, development of integrated land management systems and environmental permitting.

Representative Project Experience:

- **National Fish and Wildlife Foundation**, Tampa, Florida. Assistant Director/ South Region. 2002-2003
- **Freelance Consulting**, Tampa, Florida. Owner
- **Wade-Trim, Inc.**, Tampa, Florida. Senior Scientist. 1997-2002
- **Ecological Technologies and Management**, Bradenton, Florida. Senior Scientist (Contract Position). 1996-1997
- **Habitat Restoration, Inc./Central Florida Native Flora Inc.**, San Antonio, Florida. Senior Scientist. 1995-1996.
- **Biological Research Associates Inc.** Tampa, Florida. Senior Ecologist/ Mitigation Services Division Manager. 1992-1995.
- **Westra Construction Company/ Charlotte County Government**, Punta Gorda, Florida. Senior Environmental Scientist/Technical Manager (Contract Position). 1991-1992.
- **Sun 'n Lake of Sebring Improvement District**, Sebring, Florida. Environmental Planner/ Projects Manager (Contract Position). 1989-1991.
- **Martin County Government/Growth Management Department**, Stuart, Florida. Natural Resource Conservationist. 1988-1989.
- **Florida Department of Environmental Regulation**, West Palm Beach, Florida. Environmental Specialist. 1987-1988.
- **Teter Family Land Trust**, Carlinville, Illinois. Farm Operations Manager. 1983-1987.
- **Southern Illinois University**, Edwardsville, Illinois. Graduate Research Assistant in Multi-Objective Watershed Planning. 1983-1985.
- **Western Technologies, Inc.**, Phoenix, Arizona. Geo-technical Inspector. 1980-1983.

Representative Environmental/Ecological Studies:

- Delineation of wetlands for Waters and Dale Mabry Commercial Development Site pursuant to USACOE and State of Florida methods and developed wetland mitigation plan pursuant to the Unified Method for
- Design and implementation of a phosphorous remediation plan incorporating land use conversion, wetland restoration and hayland renovation management practices at a abandoned dairy located in the Lake Okeechobee Watershed. Okeechobee, Florida. 2004
- Conducted elutriate analysis on bottom sediment from a Marina and associated navigational channels located at MacDill Air Force Base to simulated the effects of dredging on the water quality of Tampa Bay (Class II Waters). Tampa, Florida. 2004
- Sampled and analyzed sediment for FDEP priority metals followed by regression analysis to determine if metals concentrations were indicative of anthropocentric origin all in support of the permitting of proposed dredging of a Marina and associated navigational channels located at MacDill Air Force Base. Tampa, Florida. 2004.
- Developed feasibility plan for the utilization of lake sediment from Lake Marjorie (200-ac) for agronomic and wetland restoration purposes, St. Petersburg, Florida. 2004
- Conducted seagrass survey to support permitting of the dredging of a Marina and associated navigational channels located at MacDill Air Force Base. Tampa, Florida. 2004.
- Delineation of forested wetlands located on the Lox family property (10-ac) pursuant to USACOE and State of Florida methods, Pinellas County, Florida. 2004
- Reconnaissance study for fish and wildlife habitat restoration opportunities for six publicly owned properties located on the shoreline the Rouge River for the United State Army Corps of Engineers, Detroit and Wayne County, Michigan. 2002-2003
- Reconnaissance study for fish and wildlife habitat restoration opportunities on the shoreline of the Cass River for the United State Army Corps of Engineers, City of Vassar, Michigan. 2002-2003
- Reconnaissance study for fish and wildlife habitat restoration on the shoreline of Belle Isle for the United State Army Corps of Engineers, Detroit, Michigan. 2001-2002
- Reconnaissance study for fish and wildlife habitat restoration along 45 publicly owned properties on the Detroit River Waterfront for the United State Army Corps of Engineers, Detroit, Michigan. 2001-2002
- Sufficiency review of Development of Regional Impact Application (Wetland, Wildlife and Reclamation Elements) for the 20,000-acres Ona Phosphate Mine, Hardee County, Florida. 2000- 2002.

Representative Ecological Resource Project Management:

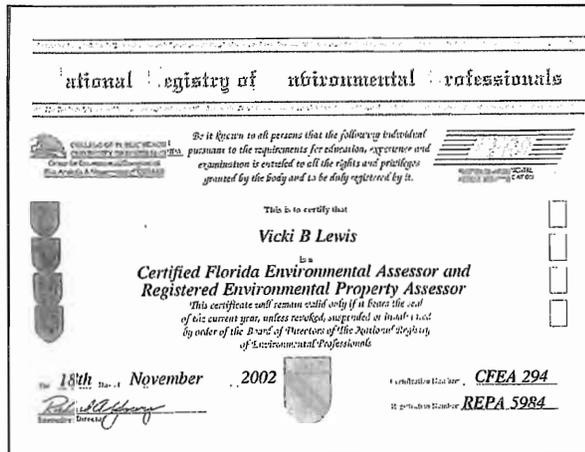
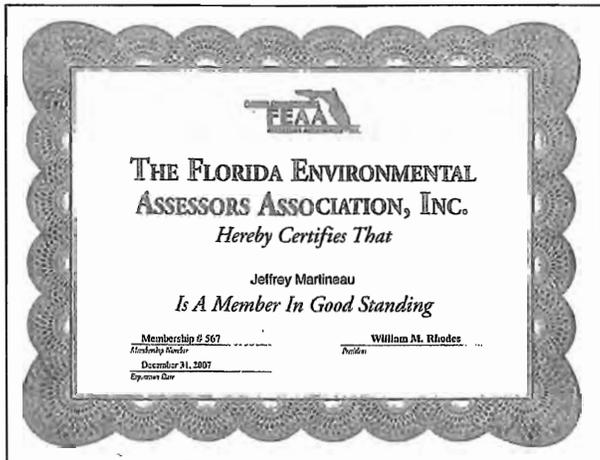
- Project Advisor for 0.5-acre scrub lupine and other species reintroduction program. Osceola County Florida. Berryman and Henigar, Inc. 1996-1997.
- Project Manager for 29-acre xeric oak scrub restoration project. Osceola County, Florida. Disney Development Company. 1994-1995.
- Project Manager for 5-acre Holiday Centre forested upland restoration project. Pasco County, Florida. Republic Bank. 1994.
- Project Manager for 44-acre FDOT Dale Mabry Extension wetland mitigation project. Hillsborough County, Florida. Kearney Development, Inc. 1993-1994.
- Project Manager for 35-acre Holiday Centre forested and herbaceous wetland mitigation project. Pasco County, Florida. Republic Bank. 1993-1994.

- Project Manager for 15-acre Barnett Plaza wetland mitigation project. Pinellas County, Florida. Purcell Construction, Inc. 1993.
- Project Manager for 4-acre Mitchell Road By-Pass wetland mitigation project. Pasco County, Florida. VQH Development, Inc. 1993.
- Project Manager for 3-acre Ridge Generating Station wetland mitigation project. Polk County, Florida. Williams Company. 1993.
- Project Manager for 20-acre Cross Creek Residential Development wetland mitigation project. Hillsborough County, Florida. Gulfstream, Inc. 1992-1995.
- Project Manager for 25-acre L-403 mitigation project. Osceola County, Florida. Disney Development Company. 1992-1995.



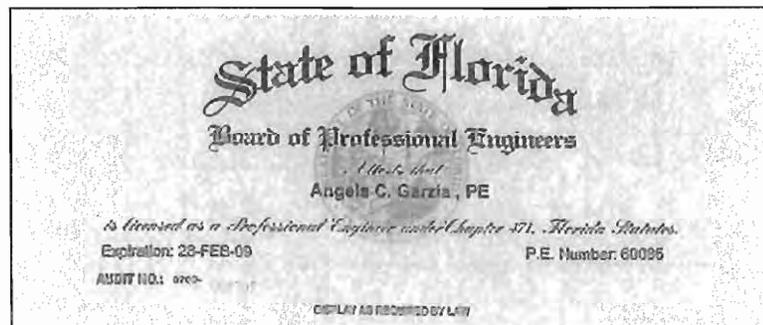
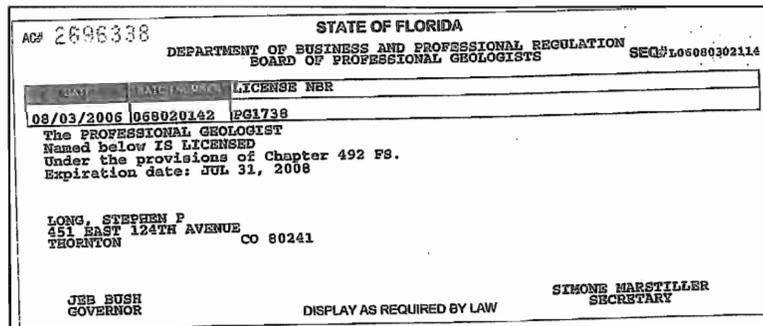
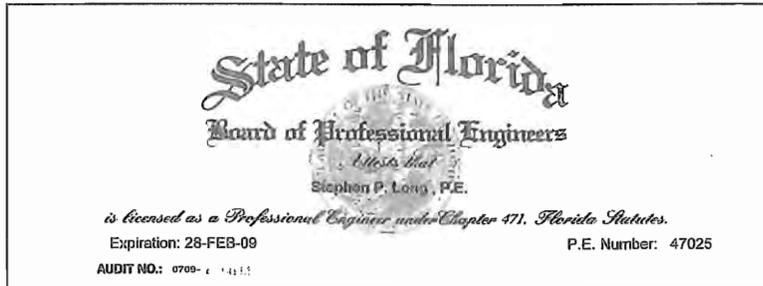
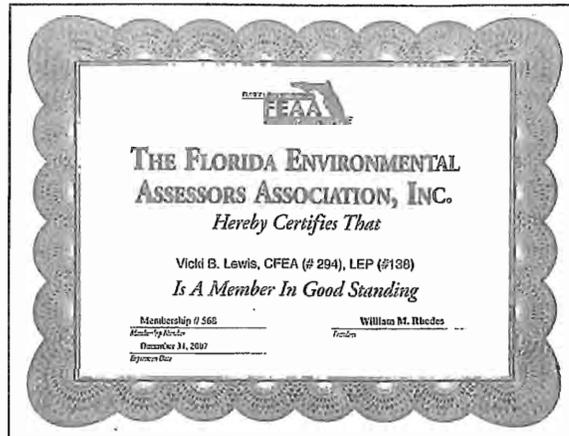
Professional Qualifications Employee Licenses

The following is a list of certifications and personal licenses for PSI's key team members.





Professional Qualifications
Employee Licenses





<p>Technical & Professional Training</p> 	<p>Angela C. Garzia</p> <p><i>Is Awarded 1.5 CEUs</i> <i>for successful completion of</i> <i>the course:</i></p> <p>Environmental Site Assessment for Commercial Real Estate</p> <p>September 23-24, 1997 Detroit, MI</p> <p><i>David M. Laska</i> Instructor</p> <p><i>Angela C. Garzia</i> Participant</p>
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 **Professional Service Industries, Inc.**

Certificate of Training

Cate Knapp
For Successful Completion of
Phase I Environmental Site Assessment
May 30, 2006

David M. Laska
Instructor - David M. Laska, PhD., Chief Learning Officer



PSI 1

 **Professional Service Industries, Inc.**

Certificate of Training

Cate Knapp
For Successful Completion of
Phase II ESA Practice Workshop
October 16, 2006

David M. Laska
Instructor - David M. Laska, PhD., Chief Learning Officer



PSI 1





PSI is a full-service firm with total in-house capabilities; however, we endeavor to use minority sub-consultants whenever qualified firms are available and the project scope of work requires additional specialty services. We strongly advocate the use of MBE/WBE affiliates and have been previously recognized by the City of Orlando and the FDOT, among others, for our use of disadvantaged sub-contractors. As such, PSI abides by the following EEO Statement: We certify that "employees and applicants for employment are not discriminated against because of race, color, religion, sex, national origin, age, disability, or marital status".

PSI will utilize Lab Central, Inc. and Associated Radon Services, our proposed sub-consultants for this contract. We have previously worked together with each of these firms and have confidence in their abilities to fulfill the scope of work required by the City of Stuart. Lab Central will provide all laboratory services and Associated Radon Services will provide radon assistance. This section contains their qualifications and resumes of key personnel.

Lab Central, Inc.

Lab Central, Inc., a MBE, is one of the sub-consultant firms that PSI is partnering with for this continuing professional services contract. Lab Central, Inc. was founded in 2001 to provide the ever-changing environmental market a refreshing, new approach to analytical laboratory services. Their goal is to provide the personal service of a small laboratory with the stability and strength of a large laboratory. They provide full environmental analytical services. Lab Central, Inc., in conjunction with its Contract Support Labs (CSL), has the capabilities to test asbestos, heavy metal analysis, fungal/microbiological analysis in soils and water, including wastewater, groundwater, storm water, soil, sludge, sediments, chemical wastes and air. Lab Central, Inc. can also provide wet chemistry laboratory analysis as-needed. They will be brokering environmental lab services to EMSL in Orlando.

Darryl Dayson, President: Mr. Dayson has over 20 years experience in the environmental and laboratory industry. As president and founder of Lab Central, Inc., his current responsibilities include business development, managing the company's profit and loss and project management, which involves interpretation and communicating technical information/data to the client.

Lab Central, Inc.
2752 Cypress Head Trail
Oviedo, Florida 32765
(407) 977-3998

* After Lab Central, Inc.'s information, please find Associated Radon Services' company background, followed by William Levy's resume (their specific individual assigned to the project).

Darryl Dayson

2752 Cypress Head Trail
Oviedo, FL 32765

Tel 407-977-3998
Fax 407-977-0668
Email labcentralinc@earthlink.net

Lab Central, Inc.
President/CEO

2001-Present

Mr. Dayson has over 25 years experience in the environmental and laboratory industry. As President and Founder of Lab Central, Inc., his current responsibilities include business development, managing the company's profit and loss and project management which involves interpretation and communicating technical information/data to the client.

Severn Trent Laboratories, Inc.
Account Executive

1999-2001

Managed and conducted market research/sales and customer service for a 2 million dollar market. Provided project management to include sample container kit preparation.

Ardaman & Associates, Inc.
Sr. Environmental Engineering Specialist

1997-1999

Provided customer service, supervised/monitored geotechnical and environmental engineering projects.

Enviropact Laboratories, Inc.
Account/Operations Manager

1989-1997

Managed all aspects of environmental laboratory field operations. Conducted and trained personnel in the area of sampling air, soil, ground water, surface water and drinking water. Also conducted field analysis utilizing an FID and PID and various other instruments.

US Marine Corps
Occupational Health & Safety Specialist

1982-1989

Established and implemented policies and procedures for health and safety and environmental regulations. Trained personnel and conducted inspections. Acted as the liaison for the Marine Corps and the local environmental agencies.

EDUCATION

Hazardous Waste Operations & Emergency Response	1996
Environmental Resource Center	1991
Hazardous Material Health & Safety Training for Supervisors	1991
Environmental, University of North Florida	1990
Hazardous Waste & Safety for Supervisors – US Marine Corps	1982

ASSOCIATED RADON SERVICES

William Levy, FL DOH Certified Radon Measurement & Mitigation Specialist

800-741-0629 Fax 772-287-1341

On the web <http://www.radonserv.com> E-mail to wlevy@radonserv.com

Residential/Apartment/Commercial Radon Evaluation Expertise

Our experience includes single device, collocated device, continuous monitor and long term radon testing, result evaluation and risk analysis in over 20,000 dwelling units in Florida since 1990. On site real time radon soil gas testing, soil and building material radium-226 content analysis, radon emanation from building materials and radon source and entry analysis are also offered along with radon resistant construction feature design.

We have available propriety technology for radon emanation and real time radon flux, radon & thoron soil gas analysis, and radium-226 analysis of building materials, surface soil, and sub-strata soil.

Florida Department of Health Radon Measurement Business # RB1654

Florida Department of Health Radon Mitigation Business # RB1406

Florida Department of Health Radon Measurement Specialist # R 1269

Florida Department of Health Radon Mitigation Specialist # R1318

NEHA National Radon Proficiency Program:

Residential Radon Measurement Provider #10021RT

Residential Mitigation Service Provider # 100739RMT

Radon Analytical Laboratory # 101095AL1

Proficient Devices: Rad Elec E-Perm SST, Rad Elec E-Perm LLT,
Honeywell 1027 & A9000A Professional Radon Monitors
Niton Rad7 Continuous Radon Soil Gas Monitor

National Radon Safety Board:

Certified Radon Measurement Specialist # T716

Certified Radon Mitigator 716GSS

Certified Radon Analytical lab L716

Devices : All

Radon Measurement Equipment On Hand:

600 Short Term S chamber E-perms

1200 L-Chamber Long Term E-Perms

6 proprietary radon flux from concrete measurement devices

18 Sun Nuclear Continuous Radon Monitors

1 Niton Rad7 Professional Radon Monitor/ water/ soil/air

1 WB Johnson Environmental Radon Sniffer

1 Ludlam Model 3 Survey Meter w/ 44-10 Gamma Scintillator

& a complete in house certified radon analysis laboratory

& propriety low ventilation rate measurement equipment

We carry 1,000,000/2,000,000 radon specific E & O insurance

Associated Radon Services
SUMMARY OF QUALIFICATIONS
Principal Radon Training and Credentials

B.S. In Civil Engineering from Union College, Schenectady, New York 1958

Completed Radon Measurement Specialist course by Florida HRS Radiation Control 1991 and USEPA 1992

Completed Radon Mitigation Specialist course by Florida HRS Radiation Control 1991 and USEPA 1992

Completed USEPA Advanced Radon Measurement Proficiency course for RMP listing 1993

Completed EPA Advanced Radon Mitigation technology course and examination at Auburn University for RCP listing 1993

Completed National Environmental Health Association 10 hour Radiation In The Human Environment course and certification examination 1993

Completed National Environmental Health Association 10 hour Radiological Health course and certification examination 1994

Completed Troxler instrument Radiation Safety course and certification exam 1994

Completed CSI Radiation Safety Radon Health Risks & Risk Communication 1995

Completed Auburn University 1995 Radon Update Workshop

Completed Auburn University 1996 Waterborne Radon Workshop

Completed Auburn University 1996 Unique Mitigation Challenges Workshop

Completed EPA Approved Radon Risk Communication Update 1997

Completed EPA Approved Radon Instrument Training Course 1997

Completed University Educational Services' Electrical Requirements for Radon Mitigators Course-1998

Completed University Educational Services' Introduction to Control Charts Qc & QA Course 1998

Completed University Educational Services' Back draft Testing for Radon Mitigators Course 1998

Completed Radon Testing in Schools and Large Buildings Course 1999

Completed Radon Measurement & Mitigation in KARAST Areas Course 1999

Completed NEHA Radon: Train the Speaker Radon Risk Communication Program 2000

Completed Radon Testing QC/QA Course 2001

Completed Rutgers University/ AARST Advanced Radon Mitigation In schools 2003

Completed more than 500 hours of Technical Seminars on Radon Measurement, Radon Control, Building Systems and Radon Resistant Construction Techniques

Certifications and Licenses

Florida Department Of Health Radon Measurement Specialist # R1269
Florida Department Of Health Radon Mitigation Specialist # R1318
Florida Department Of Health Radon Mitigation Business, #RB1406
Florida Department Of Health Radon Measurement Business, #RB1654
USEPA Radon Measurement Proficiency (RMP) Program Listed # 2123200
USEPA Individual Radon Measurement Proficiency Listing RPP # 129720T
USEPA Secondary Radon Measurement Proficient Consultant #2123200
USEPA APPROVED Radon Contractor Proficiency listed RCP #129720(3/95)
National Environmental Health Association NEHA Radon Proficiency Program Certified
Radon Measurement Provider # 100217 RT
National Environmental Health Association NEHA Radon Proficiency Program Certified
Radon Measurement Analytical Laboratory # 101095 AL1
National Environmental Health Association NEHA Radon Proficiency Program Certified
Radon Mitigation Provider # 100739 RMT
National Radon Safety Board Certified Radon Measurement Specialist # NRSB GSS716
National Radon Safety Board Certified Radon Mitigator # NRSB GSS716
National Radon Safety Board Certified Radon Accredited Radon Laboratory
NRSB ARL0010
Florida Department of Professional Regulation, Building Code Administration and Inspectors
License: Standard Building Inspector #BN0000550
Florida Department of Community Affairs, Codes and Standards Building
Inspector #0000255
Southern Building Code Congress International, SBCCI
Building Inspector # 4124
Florida Department of Professional Regulation, General Contracting
#CG-C059841
Contractors License, Marine Structures, SP01082 , Martin County, FL
Florida, AHERA, and EPA Asbestos Inspector #0369-3036
Florida, AHERA, and EPA Asbestos Management Planner #0369-3056
Florida, EPA " Competent Person " Asbestos in Roofing #231
USEPA qualified for Lead-Based Paint Detection and Abatement #567

Professional Memberships

American Association of Radon Scientists and Technologists (AARST)
American Society of Home Inspectors (ASHI)
Stuart/Martin County Chamber of Commerce
Panelist and Presenter of : "Florida Radon Mitigation Problems and Solutions" at 1996,
1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004 American Association Of Radon
Scientists and Technologists AARST National Radon Symposiums



Professional Qualifications Liability/Insurance Statement

PSI's Certificate of Insurance contains General and Professional Liability, Workers' Compensation, and automotive liability insurances. As stated in the qualifications package, "we agree 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".

MARSH		CERTIFICATE OF INSURANCE			CERTIFICATE NUMBER CLE-001459937-18
PRODUCER Marsh USA Inc. TWO LOGAN SQUARE PHILADELPHIA, PA 19103 Attn: Contract.Review.CSS@marsh.com / 212-948-1306 Fax		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
INSURED PROFESSIONAL SERVICE INDUSTRIES, INC. CORPORATE OFFICE 1901 S. MEYERS ROAD, SUITE 400 OAKBROOK TERRACE, IL 60181		COMPANIES AFFORDING COVERAGE			
J19523-PSI-GAWUP-07-08 GAWP		COMPANY A ZURICH AMERICAN INS. CO.			
		COMPANY B N/A			
		COMPANY C CONTINENTAL CASUALTY COMPANY			
		COMPANY D			
COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 4					
<small>THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT <input checked="" type="checkbox"/> PROD / COMPLETED OPS. <input checked="" type="checkbox"/> CONTRACTUAL	GLO 6580471-16	03/01/07	03/01/08	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMPROP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP 6580472-16	03/01/07	03/01/08	COMBINED SINGLE LIMIT \$ 2,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> NCL <input type="checkbox"/> EXCL OTHER	WC 6580421-16 (AOS) WC 9302890-05 (MA, WI)	03/01/07 03/01/07	03/01/08 03/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000
C	PROFESSIONAL LIABILITY	AEH 25 409 71 07	03/01/07	03/01/08	EACH CLAIM 1,000,000 AGGREGATE 1,000,000 SIR 500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS EVIDENCE OF INSURANCE.					
CERTIFICATE HOLDER PROFESSIONAL SERVICE INDUSTRIES, INC. 1748 33rd St Orlando, FL 32839			CANCELLATION SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE "HEREIN" THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL CONSTITUTE NO CANCELLATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE. TO AGREE TO OR REPRESENTATIVE OF THE HOLDER OF THIS CERTIFICATE MARSH USA INC. By: Mary Radaszewski 8/22/07 1748 33rd St Orlando, FL 32839 00011(3/02) VALID AS OF: 03/13/07		





Conflicts of Interest Statement

PSI states that no firm member, including PSI's ownership; management or staff has a vested interest with any aspect of City of Stuart government, or any department of the City of Stuart, or any individual city officer or employee.

Signed By: [Signature]
President/Authorized Agent, Official, or Manager

Witnessed By: Jennifer K. Rhoads
C. Mitchell McDaniel

STATE OF FLORIDA
COUNTY OF ORANGE

The forgoing instrument was acknowledged before me this 9th day of OCTOBER, 2007, by CATE KNAPP, President, Authorized Agent or Official of PSI a Florida Company, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Marian E. Glass
Notary Public, State of Florida
Commission No. DD 618275





Project Name and Location

Curtis H. Stanton Energy Center
Orlando, Orange County, Florida

Project Owners Contact Name, Title, and Telephone No:

Orlando Utilities Commission
Mr. Charles Doud, P.E.
P.O. Box 3193
Orlando, FL 32802
(321) 235-5827

Project Initiation and Completion Dates:

June, 2007 through August, 2007

Budget/Fee:

\$21,600 / \$ 21,600

Firm's Personnel That Worked on Project

Diane Green, Jeff Medcalf, Steve Dier, Jessica Cain

Description of Work Performed

PSI was contracted to provide services to map saw palmetto height and density within the Curtis H. Stanton Energy Center property as part of their Red-Cockaded Woodpecker Management Plan. Personnel reviewed historical and recent aerial photographs to map areas of different vegetation within the approximately 2,100-acre



management area. PSI conducted a pedestrian and vehicular survey of the SEC site to determine the vegetative makeup of the various ecosystems within the Project Area. Particular attention was focused within the mesic - longleaf pine flatwoods to determine the general height and density of saw palmettos. Additionally, PSI mapped all observed occurrences of nuisance and/or exotic plant species. All field mapping was conducted using a GPS unit capable of submeter accuracy.

Data collected was presented on aerial photograph detailed maps utilizing GIS applications



Project Name and Location

Proposed Elementary "M"
St. Cloud, Osceola County, Florida

Project Owners Contact Name, Title, Address, and Telephone No

The School District of Osceola County, Florida
Ms. Linda Beumel
817 Bill Beck Boulevard
Kissimmee, Florida 34744

Project Initiation and Completion Dates

September 2006 through October 2006

Budget/Fee

\$3,450.00 / \$3,450.00

Firm's Personnel That Worked on Project

Jeffery Medcalf and Steven Dier

Description of Work Performed

PSI conducted a Phase I ESA, Wetland Assessment and Wildlife Assessment on approximately 20 acres of pastureland in Osceola County, Florida. A debris pile was located on the southern portion of the property. PSI also conducted a pedestrian survey of the Project Area to determine the occurrence, or lack thereof, of the wildlife species considered Endangered, Threatened, or "Species of Special Concern" by the Florida Fish and Wildlife Conservation Commission (FFWCC), and Endangered or Threatened by the U.S. Fish and Wildlife Service (USFWS), as well as, plant species considered to be Endangered, Threatened, and "Commercially Exploited" by the Florida Department of Agriculture and Consumer Services (FDACS). Two listed species were identified within the Project Area, the Florida sandhill crane and the gopher tortoise. The project was on time and within budget.





Project Name and Location

Mitigation Plan and Environmental Permitting Services for Griffin Hills Property
Griffin Road and US HWY 98 North
Lakeland, Polk County, Florida

Project Owners Contact Name, Title, Address, and Telephone No

M/I Homes of Tampa, LLC
Ryan Lazenby, Alpha Engineering and Surveying, Inc.
4904 Eisenhower Boulevard, Suite 150
Tampa, Florida 33634
Phone (863)646-8571

Project Initiation and Completion Dates

December, 2005 through September, 2006

Budget/Fee

\$23,450.00

Firm's Personnel That Worked on Project

Jeff Medcalf; Kevin Owen; Jillian Norman

Description of Work Performed

PSI developed a mitigation plan for impacts to SWFWMD jurisdictional wetlands pursuant to the Uniform Mitigation Assessment Method (F.A.C. 62-345), this included delineating the wetland, verifying wetland boundaries with SWFMWD and producing wetland maps for the client. The development of the mitigation plan included assisting the client with the performance criteria and conditions for on-site wetland mitigation.

PSI prepared applications for SWFWMD Environmental Resource Permit and HCEPC Wetland Impacts, Permitting and Mitigation Agreement. The permits included: descriptions of upland and wetland habitat and wildlife resources, quantification of wetland impacts, justification for and minimization of wetland impacts, and wetland mitigation plans developed pursuant to the Unified Method.

Following the permit application submittal, PSI responded to one (1) request for additional information from each local and state agency having regulatory authority on wetlands impacts and mitigation.

PSI conducted appropriate pre-meeting preparation (i.e., fieldwork, drawing preparation, etc.) and attended meetings with SWFMWD to discuss on-site wetlands.



Project Name and Location

Approximately 149 Acres
Southwest of County Road 470 and 529A
Lake Panasoffkee, Sumter County, Florida

Project Owners Contact Name, Title, and Telephone No

Sysco Food Service of North Central Florida
1390 Enclave Parkway
Houston, Texas 77077-2099
Mr. Bill Hutchinson
(281) 584-1341

Project Initiation and Completion Dates

June 2006 through September 2006

Budget/Fee

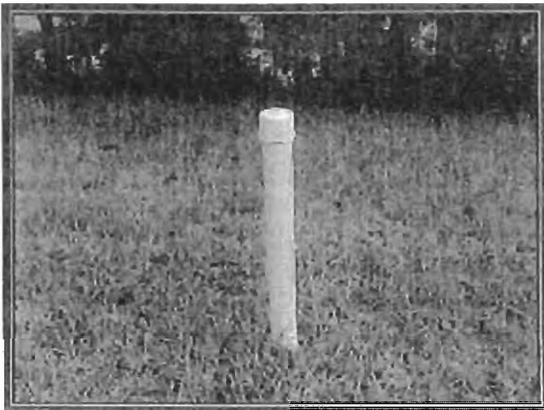
\$22,750.00 / \$22,750.00

Firm's Personnel That Worked on Project

Angela Garzia, P.E., Jeffrey Martineau, CHMM, Steve Long, P.E., P.G.,
Jeffery Townsend, LEP, REPA, Vicki Lewis, LEP, REPA, Charity Rychak,
Rich Friesner

Description of Work Performed

PSI performed a Phase I Environmental Site Assessment (ESA) of the subject property for the client in June 2006. The subject property consisted of 149 acres of undeveloped land. The Phase I ESA identified various on-site and off-site recognized environmental conditions (RECs) regarding the property. The on-site REC included petroleum odors and stained soil observed in the vicinity of an irrigation water supply well pump and diesel fuel aboveground storage tanks (ASTs). The off-site RECs included a county landfill on the adjoining east property, and a wood treatment facility on the adjoining north property.



In August-September 2006, PSI performed Phase II ESA activities to determine whether the on-site soil and/or groundwater had been impacted by petroleum-, solvent-, and/or metals-related test parameters. The Phase II ESA activities included the performance of 12 soil borings for the collection of soil samples for field screening and laboratory analysis, the installation and sampling of seven temporary groundwater monitoring wells, and the installation and elevation survey of seven temporary piezometers to determine the flow direction of surficial groundwater in the various areas of the property. The results of the Phase II ESA activities identified petroleum impacted soil in the vicinity of the



Past Performance

water supply well and ASTs, petroleum-impacted groundwater in the vicinity of the ASTs, and metals-impacted groundwater along the eastern property boundary. PSI concluded that the source of the metals impact was likely the off-site landfill. Based on the impacted media identified by PSI, the client decided to not purchase the subject property.



Project Initiation and Completion Dates:

August 2003 through Present (2007)

Budget/Fee:

\$460,000.00 / \$365,000.00

Firm's Personnel That Worked on Project

Angela Garzia, Steve Long, Jeffrey Martineau, Elizabeth Noakes, Sam McEwen, Ron Cooperwood, Manny Porras, Daniel Kelley

Project Name and Location

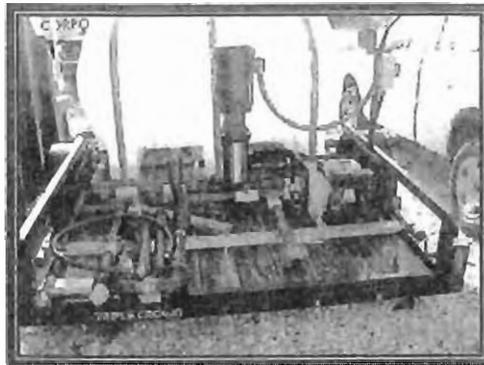
Gulf Stream Lumber
Boynton Beach, Palm Beach County, Florida

Project Owners Contact Name, Title, and Telephone No:

Epoch Properties, Inc.
Mr. Kyle Riva
359 Carolina Avenue
Winter Park, Florida 32789
Phone (407) 644-9055

Description of Work Performed

PSI performed a Phase I Environmental Site Assessment (ESA), Phase II ESA, asbestos survey, supplemental site assessment activities, and underground storage tank removal at the subject property. During the initial site activities, including the supplemental assessment work, the site was developed with various office and warehouse buildings. The assessment activities concluded that a tetrachloroethene (PCE) groundwater plume was located throughout the northwest portion of the property.



Based on the results of the assessment activities, PSI prepared a Remedial Action Plan (RAP) including the use of remedial-grade permanganate to remediate the groundwater plume. In June-July 2006, PSI injected 120,000 gallons of permanganate solution into the PCE plume using a combination of Geoprobe® screen point technologies and an innovative four-point injection frame developed for the project. Initial post-remedial groundwater samples indicate a contaminant concentration reduction of 89 to 92% within the impacted groundwater. In July 2007, PSI performed a second round of remedial injection activities.



Past Performance

The following is a representative list of projects of a similar nature that PSI has provided services within the past three years.

Client	Task	Site Description	YEAR	TOTAL COST
Sysco Corporation	Phase I ESA and Wildlife/Wetlands Survey	319 Acres, Corn Crop, CR 235A & CR NW 26	2005	\$10,000.00
United Systems & Software, Inc.	Phase I ESA	Approx. 4.8 Acres off Primera Blvd., Lake Mary, FL	2005	\$1,650.00
McGill Property Group	Phase I ESA, Endangered Species & Vegetarian Study	Approx. 33 Acres, US Hwy 27, Clermont, FL	2005	\$7,000.00
Wood Partners	Long-Term Radon Gas Screening	Alta Pines Apt. Complex, Palm Beach Gardens, FL	2005	\$5,250.00
Orlando Regional Healthcare	Phase I ESA	69, 73, 77 W. Underwood St., Orlando, FL	2005	\$6,100.00
McGill Property Group	Gopher Tortoise Permitting	U.S. Hwy 27 & SR 50, Clermont, Florida	2005	\$3,200.00
RAM Development Company	Phase I ESA/Visual Mold/Asbestos	Sunshine Square, Boynton Beach, Florida	2005	\$8,410.00
Island Global Yachting, L.P.	Phase I ESA, Ltd. Asbestos, Marine Resources Survey	Approx. 20.5 Acres, Nassau, Bahamas	2005	\$11,000.00
Midtown	Phase I ESA	PGA Blvd/Garden Square, PGA Blvd, Palm Beach Gardens	2005	\$2,600.00
Prudential Real Estate Investors	Phase I ESA	1101 Brickell Avenue, Miami, Florida	2005	\$3,000.00
Duke Construction	Phase I ESA	Approx. 77.85 Acres, LTC Ranch Property, Ft. Pierce, FL	2005	\$2,300.00
W. G. Mills	Soil Excavation	Elementary "G" School Site, Kissimmee, FL	2005	\$29,300.00
Cendant Car Rental Group	UST Removal	Budget, Adamo Drive, Tampa	2005	\$69,966.25
Seminole County Public Schools	Phase II ESA	Proposed Elementary School "L"	2005	\$3,763.50
Rollins College	Phase II ESA	Pennsylvania Station Property	2005	\$10,000.00
Orlando Utilities Commission	Turnkey Soil Remediation of Arsenic	Martin Substation	2005	\$4,200.00
Sysco Corporation	Phase II ESA	Approx. 319 Acres (Corn Crop) Alachua, Florida	2005	\$27,000.00



Past Performance

City of Leesburg	Emergency Limited Soil Sampling and GPR	Leesburg Public Library, Leesburg, FL	2005	\$5,900.00
FDEP/OCEPD	Site Assessment	Former Lucerne Citgo, 817 Main Lane, Orlando	2005	\$13,000.00
City of Orlando - Public Works Department	Limited Soil & Groundwater Assessment	Emergency Generator, 5100 LB McLeod Rd, Orlando, FL	2006	\$9,200.00
BREF/BSF, et al	Hydraulic Lift Removal Oversight	Uptown Maitland Properties, Maitland, FL	2006	\$13,000.00
City of Orlando	UST Closure	FS6RW, Canoe Creek Road, SE Orange County, Florida	2006	\$5,000.00
H&M Architects Engineers, Inc.	Phase II ESA	Project Quattro, Jacksonville, FL	2006	\$39,000.00
Oakmont Industrial Group	Gopher Tortoise Incidental Take Permit	Approx. 50 Acres, SR429- & Ocoee- Apopka Rd	2006	\$2,000.00
SCPS	Limited Industrial Hygiene Evaluation	Indian Springs Middle School	2006	\$3,200.00
Unicor Federal Prison	Ambient Nuisance Dust and Formaldehyde Sampling	Coleman Federal Prison	2006	\$3,200.00
International Corporate Park	Phase I ESA	Amsterdam Way (Road B1) Right-of-Way, Orlando, FL	2006	\$1,624.00
Glades Correctional Development Corp.	Phase I ESA	Glades Detention Facility, Approx. 22 Acres, Moore Haven, FL	2006	\$1,900.00
Schenkel Shultz Architecture	Wetland Delineation and Permitting Services	Proposed Elementary School "I", St. Cloud, FL	2006	\$18,500.00
National Retail Properties	Wildlife Assessment	Approx. 4.43 Acres, U.S. Hwy. 17/92, Longwood, FL	2006	\$2,200.00
Professional Engineering Consultants, Inc. (PEC)	Contamination Screening Evaluation Report (CSER)	Proposed CR 486 Widening SR44 to Forest Ridge Blvd., Citrus Co., Florida	2006	\$12,390.00
Orlando Regional Healthcare	Roadway Corridor Study	Orlando Regional Medical Center, Downtown Campus	2006	\$14,970.00
The School Board of Osceola County	Phase I ESA and Wildlife Assessment	Elementary "M", St. Cloud, FL	2006	\$2,500.00
Mezardjian Group	Conceptual Restoration Plan	Angelino Property, Kirby Smith Rd., Orlando, FL	2006	\$1,750.00
Ross Stores, Inc.	Phase I ESA and Asbestos Survey	Albertson's Grocery Store, Port St. Lucie, FL	2006	\$5,400.00



Past Performance

Sebring Citrus Ranch, LLC	Phase I ESA	Approx. 340 Acres, Northeast of Hwy. 64 and S.R. 17A, Avon Park, Highlands County, Florida	2006	\$3,400.00
City of Sanford	Limited Fungal Evaluation	Sanford City Hall	2007	\$3,500.00
Ginn Clubs and Resorts	Ltd Fungal Survey and Water Restoration Oversight	The Villas and Reunion Square - Building 21	2007	\$5,900.00
CNL Hotels and Resorts	Limited Fungal Evaluation & Water Intrusion Testing	Single Family Residence, 162 Spyglass, Jupiter, FL	2007	\$1,095.00
Jones Lang Lasalle	Fungal Sampling and Identification	111 N. Orange Ave, 10th Floor Elevator Lobby	2007	\$400.00
Avis Budget Car Rental, LLC	Limited IAQ Evaluation	Budget Car Rental, Jacksonville, FL	2007	\$3,600.00
City of Sanford	Limited Fungal Survey	Police Department, Sanford, Florida	2007	\$1,405.00
Universal Orlando	Limited Fungal Survey	Trailers T-32 and T-65	2007	\$3,390.00
Meritage Homes	Limited Fungal Survey	Lot 97, Lake Jessup Woods - Sanford, FL	2007	\$950.00
Grady Pridgen Inc.	IAQ Testing for LEED IEQ Credit 3.2	Atlantis - Tenant Space	2007	\$3,300.00
Grower, Ketcham, Rutherford, Bronson, Eide & Telan, P.A.	Limited IAQ Survey	Peabody Hotel, Presidential Suite, Orlando, FL	2007	\$2,012.50
The Stellar Group	Area Noise Monitoring Survey	Burriss Orlando Facility	2007	\$2,500.00
Wyatt-Fitzgibbons	Section 15994	Mike Conley Hospice House	2007	\$15,740.00
The School Board of Osceola County	Phase I ESA, Wetland & Wildlife Assessments	Approx. 15.44 Acres, Koa St., Poinciana, FL	2007	\$6,800.00
Land Capitol Group, Inc.	Phase I ESA	Office Depot and Multi-Tenant, Ft. Pierce, FL	2007	\$2,400.00
McLin & Burnsed	Phase I ESA	Approx. 1.43 Acres, CR 466, The Villages, FL	2007	\$2,300.00
The School Board of Osceola County	Phase I ESA, Wetland & Wildlife Assessments	Approx. 10 Acres, Harmony Elementary J, Harmony, FL	2007	\$5,800.00
Commonwealth Dept. of Florida	Phase I ESA	South Grand Highway & Hock Street, Clermont, Florida	2007	\$2,550.00
Seaside National Bank & Trust	Phase I ESA	11100 East Colonial Drive, Orlando, FL	2007	\$2,000.00



Past Performance

Pertree Constructors	Wildlife Assessment and Gopher Tortoise Survey	Approx. 21.58 Acres, Davenport, FL	2007	\$2,800.00
Flagler Development Company	Phase I ESA	Approx. 22.87 Acres, Orlando, Orange County, Florida	2007	\$2,100.00
Altman Development Corporation	Phase I ESA	Satori Apartments, Sunrise Blvd, Ft. Lauderdale, FL	2007	\$2,600.00
Earle M. Jorgensen Company	Wetland Delineation & Wildlife Assessment	Chatham Steel Property, 155 Landstreet Road, Orlando	2007	\$4,400.00
Lamar/TLC Properties	Phase I ESA and Ltd Asbestos	59 Dunlawton Avenue, Port Orange, Volusia County, FL	2007	\$3,150.00
Rollins College	Phase I ESA/Ltd Asbestos /Lead-based Pnt	Daniel Hunter Apts, 273 West New England Ave, WP	2007	\$2,200.00
Tri-City Electrical Contractors, Inc.	Limited Phase II ESA	430 West Drive, Altamonte Springs, Seminole County, Florida	2007	\$23,900.00
MacLan Corporation	Site Assessment Plan & Soil/Groundwater Sampling	1808 South Combee Road, Lakeland, Polk County, Florida	2007	\$8,600.00
Tri-City Electrical Contractors, Inc.	Limited Phase II ESA	430 West Drive, Altamonte Springs, Seminole County, Florida	2007	\$23,900.00
Commonwealth Dlpmt of FL	Wildlife Assessment and Gopher Tortoise Survey	S. Grand Hwy & Hock Street, Clermont, Lake County, Florida	2007	\$1,800.00
Avis Budget Group	NPDES Permit Survey	Budget Rent a Car, Eglin Airforce Base	2007	\$2,000.00
Tri-City Electrical Contractors, Inc.	Limited Phase II ESA	430 West Drive, Altamonte Springs, Seminole County, Florida	2007	\$23,900.00
MacLan Corporation	Site Assessment Plan & Soil/Groundwater Sampling	1808 South Combee Road, Lakeland, Polk County, Florida	2007	\$8,600.00
Commonwealth Dlpmt of FL	Wildlife Assessment and Gopher Tortoise Survey	S. Grand Hwy & Hock Street, Clermont, Lake County, Florida	2007	\$1,800.00
CVS Realty	CVS Stormwater	Store Permit List Preperation	2007	\$0.00
Avis Budget Group	NPDES Permit Survey	Budget Rent a Car, Eglin Airforce Base	2007	\$2,000.00
Orange County Solid Waste Division	Semi-Annual Groundwater Sampling	Young Pine Landfill	2007	\$28,423.54
AG Armstrong Dvlpmt c/o DMA Engin.	Groundwater Sampling and File Review	Lakewood RV Resort, 7700 Osceola Polk Line Road, Davenport, Polk County, FL	2007	\$3,435.00
Orange County Solid Waste Division	Semi-Annual Groundwater Sampling	Young Pine Landfill	2007	\$28,423.54



Local Knowledge

PSI has worked in Florida since 1975 and has 14 offices throughout the state. Our 30+ years of experience makes PSI extremely familiar with state procedures, personnel, local conditions, regulations, and applicable codes. We are also accustomed with the City of Stuart, their requirements, expectations and personnel. As we have maintained a local presence since 1995, we are already familiar with local conditions and will have no learning curve to ascend.

With PSI on your team, we can assure the City that you will always be in contact with our staff, you will be apprised of the current status of our services on your projects, and you will feel confident that if any job issues arise, PSI is prepared to assist the City with an immediate solution. We will be available to the City of Stuart 24 hours a day and 7 days a week. Our goal is to not only provide you with information to build on, but to also continue building a solid, long-term partnership.

The following elaborates on PSI's capabilities, responsiveness, and resources that will enhance our ability to operate effectively on a local level.

Capability

PSI's capability to meet the obligations of this contract is evidenced by our performance and successful completion of numerous similar projects. The nature of PSI's consulting business is the performance of many tasks of relatively short duration for multiple clients. Even our long-term contracts are of the indefinite quantity type, and thus, actual workload is dependent upon the release of individual task authorizations. As a result, no individual staff member is totally dedicated to a single project for long periods of time, and we will always have ample field and office capabilities to rapidly and effectively serve the needs of this project. This operating environment promotes the discipline required to be flexible and sensitive to changing client needs – even during periods of peak demand.

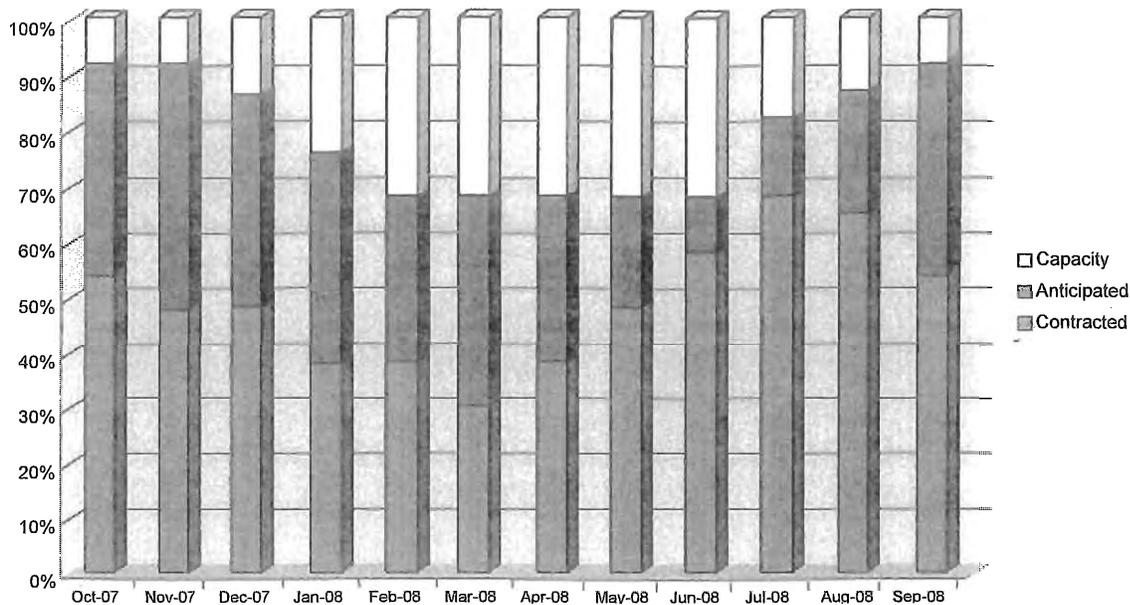
PSI recognizes that a rapid response to requests from the City of Stuart is critical. Our goal is to meet or exceed the City's expectations and to respond to all requests in a timely manner. We will do whatever is necessary to supply our services within your scheduling constraints. This commitment is easily made because of our large staff of experienced professionals, our modern equipment, the company-wide computer network, and our employee's NEXTEL direct connect capabilities. Should any unusual condition or technical challenge arise on your projects, our key team members can provide immediate advice and practical solutions.

Responsiveness

PSI prides itself on completing projects on time, within budget, and to the highest quality standards. We have developed a strong "hands on" management approach and well-defined project management systems that help us meet our client's goals and provide maximum responsiveness to our client's expectations of quality and service. PSI's ability to provide quality services in a timely manner is due to our large staff of professionals in the state of Florida. This ability creates a significant advantage over most of our competition. We have dedicated ourselves to excellence both technically and with regard to customer service. It is this commitment upon which we have based our organization and established a national reputation as a leader in the field of professional engineering, testing, and consulting services.



PSI successfully completes hundreds of projects every year. We have incorporated the proposed team members dedicated to the City of Stuart into our future workload percentages, therefore there will be no additional burden placed on our office during the delivery of these services under this contract. The following chart depicts our current and anticipated workload, demonstrating that PSI is available to handle any additional projects that may come on line.



Field Equipment

PSI is committed to constantly upgrading our equipment. We understand how essential it is in our industry to be equipped with modern, calibrated equipment that meets appropriate standard requirements. All field equipment is continually maintained, upgraded, and is in excellent condition. Each item of PSI's sampling equipment is calibrated prior to use, and records are maintained of all equipment calibrations. Additionally, our project team has all necessary modes of transportation to successfully complete this project and will use four wheel drive vehicles for difficult access sites. PSI's staff is fully certified by multiple entities, and our assessment procedures are routinely audited, reviewed, and certified to ensure top quality results for our clients. Moreover, if a piece of equipment not in our local inventory was required for any City of Stuart project, it could be quickly acquired from any one of PSI's other 125 nationwide offices.

Office Equipment

PSI's has the latest computer equipment and Internet resources in-house. Each engineer, technician, and administrative staff member has access to the Internet via a T-1 line and all 2,500-plus nationwide employees of PSI are connected through a company intranet. All upper-level staff and administrative employees, including our project manager Vicki Lewis, can be reached through their own e-mail accounts. E-mails are not only retrievable from any office computer, but also from any machine that has Internet access. PSI e-mail accounts are all of the same convention, firstname.lastname@psiusa.com. This continuity and accessibility will allow for quick and easy coordination between the City of Stuart and PSI.





Computer Systems

To efficiently manage projects and provide consistent quality of service, PSI has developed a tracking system that ensures adherence to budgets and improves quality. This system is called "FOS" (Field Operating System). It is a program that inputs project specifications into a database, which is directly transmitted into our billing system. This integration allows our project managers to instantaneously determine the amount of services provided and the amount of budgeted fees expended to date.

Another system used by PSI that aids in cost savings and accurate tabulation of billable hours is the "TimeSite" program. TimeSite instantaneously tracks the billable hours of each technician, project manager, and engineer on a specific project and is accessible by all of our managers in order to determine the amount of time expended on a project for each job classification. Both FOS and TimeSite provide a harmonious balance in tracking costs, time, tests and inspections with real time data, hence allowing PSI to adhere to agreed-upon budgets without jeopardizing quality.



The following is a list of PSI's business licenses.

State of Florida
Board of Professional Engineers
Professional Service Industries Inc.

Is authorized under the provisions of Article VII(2), Florida Statutes, to offer engineering services to the public through a Professional Engineer duly licensed under Chapter 471, Florida Statutes.

CERTIFICATE OF AUTHORIZATION NUMBER: 3684
EXPIRATION: 28-FEB-09

AUDIT NO.: 0709-141001

State of Florida
Department of State

I certify from the records of this office that PROFESSIONAL SERVICE INDUSTRIES, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on July 1, 1983.

The document number of this corporation is 856982.

I further certify that said corporation has paid all fees due this office through December 31, 2007, that its most recent annual report/uniform business report was filed on January 2, 2007, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Second day of January, 2007



Secretary of State



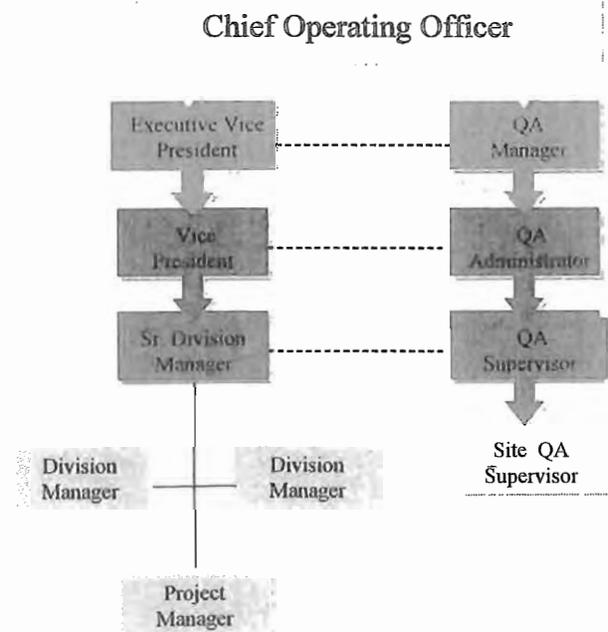
Our certifications, skilled personnel and years of environmental consulting, geotechnical engineering, construction materials testing and inspection, and facilities/roof consulting experience allows PSI to provide the City of Stuart with the most comprehensive package of professional services offered by a single-source testing company. All of our services are provided under the umbrella of our in-house quality assurance program. PSI has a reputation for providing high quality service to our clients. We use a functioning Quality Control Plan and organization that covers all services provided by PSI. We assure top quality service by using qualified and certified personnel, modern calibrated equipment, following written procedures for testing and inspections, routine review of work product, routine Quality Assurance (QA) inspections and periodic audits of documents.

All testing procedures are conducted under the guidelines of ASTM E-329, where applicable, and, in all cases, a full-time Florida Registered Engineer is in responsible charge of all engineering inspections and material testing procedures. Quality assurance procedures are documented in our Quality Assurance Manual and Procedures for general projects.

PSI has a Quality Assurance Program, which has been implemented on a corporation-wide basis. This program is documented in our "Quality Assurance Manual". We will be pleased to provide a copy of the manual for your review, upon request. The manual covers the following subject areas:

- Organization
- Quality Assurance Program
- Document Control
- Control of Materials and Equipment
- Procedures
- Records
- Personnel Qualifications and Certification
- Calibration of Equipment
- Non-conformance and Corrective Action
- Quality Assurance Records
- Audits

PSI has personnel whose specific function is monitoring the quality of our work. These personnel are outside the normal operational chain of command and report directly to the Chief Operating Officer of the Corporation.



Principal Consultant Program

As part of our corporate-wide Quality Assurance/Quality Control plan, PSI has instituted the Principal Consultant Program. This program is comprised of personnel within PSI with recognized experience and technical expertise who are designated as Principal Consultant's (PC's). PC's go through a corporate review, testing, and approval process to gain that designation. All PSI reports, documents and engineering recommendation letters are reviewed by a Principal Consultant prior to issuance. Therefore, every report receives at least two signatures, that of the writer and that of the reviewer.



“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

REI #2007-63, Professional Environmental Consulting Services

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

PSI ENVIRONMENTAL FEE SCHEDULE - City of Stuart

A. Professional Services

Chief Engineer (P.G./P.E.)	\$	145.00	hour
Principal Consultant (P.G./P.E.)	\$	130.00	hour
Certified Industrial Hygienist (C.I.H.)	\$	130.00	hour
Project Manager/Sr. Engineer (P.E.)/Sr. Geologist (P.G.)	\$	110.00	hour
Senior Scientist/Geologist/Biologist	\$	100.00	hour
Project Scientist/Geologist/Engineer/Biologist	\$	90.00	hour
Construction Supervisor	\$	85.00	hour
Construction Foreman	\$	75.00	hour
Staff Scientist/Geologist/Engineer/Biologist	\$	75.00	hour
Environmental Specialist/Industrial Hygienist (IH)	\$	65.00	hour
Senior Environmental Technician/Equipment Operator	\$	55.00	hour
Industrial Hygienist Technician	\$	55.00	hour
Environmental Technician	\$	45.00	hour
Technician	\$	50.00	hour

B. Support Services

GIS / GPS Specialist	\$	75.00	hour
AutoCADD Drafting	\$	50.00	hour
Administrative Assistant/Clerical	\$	42.00	hour

1. The above unit rates are based on an eight hour day, Monday through Friday. Hours in excess of 8-hours per day or work performed on weekends will be billed at 1.5 times the normal rate unless otherwise agreed in advance

“Exhibit D”

“Insurance and Indemnification.”

