



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 10-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AWARD RFP NO. 2020-101: PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES TO EW CONSULTANT, INC., OF STUART FLORIDA, ENGINEERING DESIGN & CONSTRUCTION, INC., OF PORT SAINT LUCIE, FLORIDA, TETRA TECH OF STUART, FLORIDA, AND CARDNO OF STUART, FLORIDA ON AN "AS NEEDED" BASIS.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the award of RFP #2020-101: Professional Environmental Consulting Services to the four top ranked firms, EW Consultant, Inc., Engineering Design & Construction, Inc., Tetra Tech, and Cardno with authorization to execute final agreements subsequent to review and approval by the City Attorney.

Resolution 10-2020

Commissioner GLASS LEIGHTON offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the vote was as follows:

MICHAEL J. MEIER, MAYOR
EULA R. CLARKE, VICE MAYOR
BECKY BRUNER, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 27TH day of January, 2020.

ATTEST:

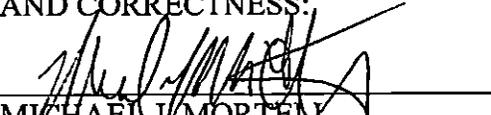


MARY R. KINDEL
CITY CLERK

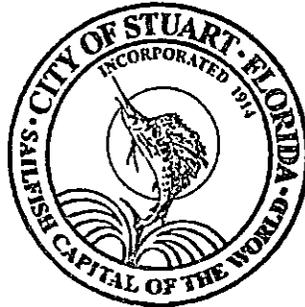


MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL J. MORTELL
CITY ATTORNEY





STANDARD CONTRACT

CONTRACTOR: EW Consultants, Inc.
1000 SE Monterey Commons Boulevard, Suite 208
Stuart, Florida 34996

PROJECT: RFP #2020-101: Professional Environmental Consulting Services

CONTRACT FOR SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the 27 day of Jan., 2019²⁰²⁰ by and between EW Consultants, Inc. hereinafter referred to as "Professional" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

The City intends to enter into a contract with Professional for provision of Environmental Consulting Services by the Professional and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Professional shall provide professional consulting services in all phases of any project for which a PURCHASE ORDER has been issued by the City pursuant to this Agreement as hereinafter provided on an as needed basis. These services will include serving as City's professional consulting representative for the Project, providing professional consulting consultation and advice and furnishing customary Environmental Consulting Services incidental thereto as described on the PURCHASE ORDER.

Section 1. Scope of Service

The Professional shall perform the work with City staff in advising the City and the City Commission regarding Environmental Consulting Services. The services will be those customarily attendant Environmental Consulting Services including, 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

Assignment of tasks to the Professional will be at the sole discretion of the City. The Professional 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 Professional. 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 Professional prior to beginning of any work.

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.

- Provide environmental code revisions as directed by the City
- Provide environmental site assessments
- All completed projects shall include a minimum of five (5) hard copy reports signed and sealed by the Professional in responsible charge.
- Shall provide environmental audits of development packages
- Staff Assistance - Provide assistance and consulting advice to CITY staff.
- Meetings and Representation - Attend meetings on behalf of and represent the CITY on technical issues as requested.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Professional. Term of this contract shall be for an initial period of one (1) year with the option of two (2) additional one (1) year renewals, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

The Professional agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A. Except as otherwise provided in the solicitation, no amount shall be paid to Professional to reimburse Professional's expenses.

2.2 Invoices

Professional may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

2.3 Payment

City shall pay Professional within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted pursuant to instructions prescribed in this agreement. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City or failure to comply with this Agreement.

Section 3. Guarantee

The Professional guarantees to repair, replace or otherwise make good to the satisfaction of the City any damage caused during the work. Contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. Audit

The Professional agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Professional agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Professional shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Professional Responsibility

5.1 Independent Contractor

The Professional is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

The Professional shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

Section 6. Termination

6.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

Section 7. City's Obligations

7.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is:

Dave Peters, Public Works Director

[772-781-3472 x5292](tel:772-781-3472)

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

Edward Weinberg

[772-287-8771](tel:772-287-8771)

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

8.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

8.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 9. Indemnification of City

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

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in the Request for Proposal which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in the Request for Proposal.

10.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 11. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 12. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 13. General Conditions

13.1 Venue in Martin County

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

13.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

13.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

13.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

13.5 Contract Amendment

The City reserves the right to delete, add or revise locations under this proposal at any time during the contract term when and where deemed necessary. If any locations are added or deleted from the contract, the rate quoted shall be used to determine the adjusted contract price.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal

dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion of this entire Contract, it shall not constitute a waiver of the same.

13.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 14. Public Records

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or email mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

- a) Keep and maintain public records required by the public agency to perform the service.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 15. Exhibits

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

Exhibit A – “Fee Schedule”

Exhibit B - "Proposal as Submitted by Respondent and Accepted by City"

Exhibit C - “Original Request for Proposal as Issued by City, including all Addenda”

Exhibit D - “Certificate of Insurance”

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Signatures are on following page

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

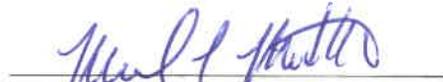


MARY R. KINDEL
CITY CLERK



DAVID DYESS
CITY MANAGER

**APPROVED AS TO FORM
AND CORRECTNESS:**

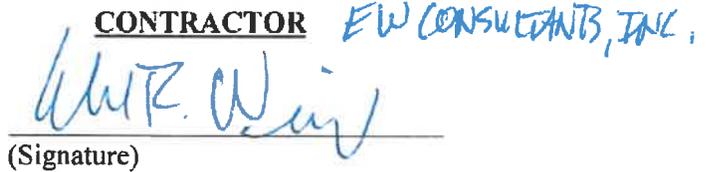


MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

(Signature)

(Signature)

CONTRACTOR EW CONSULTANTS, INC.


(Signature)

EDWARD R. WEINBERG

Printed Name

PRESIDENT

Title

**EXHIBIT A
"FEE SCHEDULE"**

Position/Equipment	Hourly Rate
Senior Environmental Scientist	\$125.00
Project Manager	\$100.00
Environmental Scientist	\$85.00
CAD Technician	\$85.00
Administrative	\$55.00



City of Stuart, Florida Professional Environmental Consulting Services

RFP No: 2020-101



EW Consultants, Inc.
Stuart, Florida





November 20, 2019

City of Stuart
Procurement Division
121 SW Flagler Avenue
Stuart, FL 34994

RE: RFP # 2020-101, PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

EW Consultants, Inc. is pleased to submit this proposal for provision of Professional Environmental Consulting Services for the City of Stuart. As you know, we have a long and established history of providing high quality responsive environmental consulting services to the City for more than twenty years. These services have included assistance with development of the Resource Protection Code, environmental review of land development proposals, native habitat assessments and State/Federal permitting for local projects. Our firm has also assisted the City with habitat creation and restoration design and permitting, consumptive use permitting, environmental monitoring and maintenance oversight, as well as management and establishment of the City's Haney Creek Watershed Restoration and Trail System project.

The enclosed proposal package provides our approach to delivering the required Scope of Services specified in the RFP, along with our professional qualifications, past performance, and a summary of our familiarity with the City and surrounding area. We feel that EW Consultants, Inc. is uniquely qualified in the natural resources field through our collection of professionals who provide broad experience in biology, ecology, oceanography, water quality evaluation and analysis, gopher tortoise permitting and relocation, protected species assessments, wetland and preserve area management, environmental planning and permitting, and regulatory interaction.

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

EW Consultants, Inc.

Natural Resource Management, Wetland, and Environmental Permitting Services

EW Consultants, Inc. presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services provided under the terms of the Request for Proposal No. 2020-101. EW Consultants, Inc. further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract. This proposal is made without collusion with any other person or entity submitting a proposal pursuant to RFP No. 2020-101 for Professional Environmental Consulting Services.

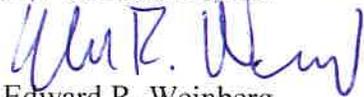
I can say with great confidence that no one is more familiar with the local conditions and the regional landscape than we are at EW Consultants, Inc. Our office is located on Monterey Commons Boulevard within the incorporated limits of the City of Stuart. We have assisted the City with the formulation of the City's first Resource Protection Code, development review, and with various projects including water use permit compliance, the Haney Creek Trail, Haney Creek/Tilton parcel wetland restoration and monitoring, as well as other projects.

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

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

Sincerely,

EW Consultants, Inc.



Edward R. Weinberg

President

Natural Resource Management, Wetland, and Environmental Permitting Services



CORPORATE STRUCTURE

AND

LOCATION

EW Consultants, Inc.

Natural Resource Management, Wetland, and Environmental Permitting Services



CORPORATE STRUCTURE AND LOCATION

EW Consultants, Inc. was established in 1997 by Mr. Edward R. Weinberg, Professional Wetland Scientist (PWS), founding principal, and is an incorporated business under the laws of the State of Florida. The Corporate Headquarters office is located in Stuart, Florida with a satellite office in West Palm Beach, Florida. Mr. Weinberg focused the business development within both the public and private sectors, and grew the business into the current team of 10 staff members, including four professionals with advanced degrees. In 2007 Mr. Paul Ezzo became a shareholder in the firm. Mr. Ezzo served as a local and state natural resource regulator and manager for over 10 years prior to joining EW Consultants, Inc. in 2001. He is a member of the American Institute of Certified Planners (AICP).

EW Consultants, Inc. is a company with expertise in wetland delineation, listed species survey, natural resource management, government coordination, environmental permitting at the local, state and federal levels, as well as water quality assessment expertise. EW Consultants, Inc. has extensive experience in wetland delineation, wetland permitting, terrestrial natural resource evaluation, listed species surveying, and natural resource management. This experience includes wetland and natural resource assessment of parcels from one acre up to thousands of acres. Our firm has in-house AutoCADD and Geographic Information System (GIS) capabilities. The combined experience of the EW Consultants, Inc. personnel totals over 100 years in professional natural resource consultation.

EW Consultants, Inc. has extensive experience in applying the City's Resource Protection Code through more than 30 projects within the City where we have provided development review services and support on behalf of the City. EW Consultants, Inc. has also provided environmental permitting and design services to a variety of private development and public projects in and around the City of Stuart.

The primary individuals responsible for supervising all work at EW Consultants, Inc., are Edward Weinberg, President and Paul M. Ezzo, Vice President. They manage all aspects of the firm's operations including business development, client communication, work assignments, scheduling, and work flow. Technical assistance is provided primarily by Arnaud Roux, PWS and Jason Hahner, an in-house Licensed Gopher Tortoise Agent (License No. GTA-14-00024-E). All of these key staff members are located in the Corporate Headquarters office in the City of Stuart.

Natural Resource Management, Wetland, and Environmental Permitting Services



EXPERIENCE



PROJECT EXPERIENCE¹

• CITY OF STUART

Project: Development Application Review – Environmental

Stuart Landings II, Kanner Row Homes, Martin Memorial

Date of contract: 2015-present

Contact: Stephen Mayer (772-600-1255) smayer@ci.stuart.fl.us

Agency(s): City of Stuart:

Provide technical review of project submittals for development approval to the City of Stuart for compliance with City Resource Protection Code land development regulations and comprehensive plan.

Project: Development Application Review – Environmental

Tucker's Cove, Aldi, Simpson Chiropractic, TD Bank, Stuart Landings

Date of contract: 2015-present

Contact: Tom Reetz (772-288-5326) treetz@ci.stuart.fl.us

Agency(s): City of Stuart:

Provide technical review of project submittals for development approval to the City of Stuart for compliance with City Resource Protection Code land development regulations and comprehensive plan.

Natural Resource Management, Wetland, and Environmental Permitting Services

Project: City of Stuart Consumptive Use Permit (CUP) Monitoring

Date of contract: 2015-present

Contact: David Peters, Utility Director (772-288-1292) dpeters@ci.stuart.fl.us

Agency(s): City of Stuart:

Provide wetland ecological monitoring, hydrologic data collection, and required regulatory reporting to South Florida Water Management District for CUP compliance.

Project: Haney Creek

Date of contract: 2012-present (sub-contracted services through Kimley-Horn & Associates)

Contact: David Peters, Utility Director (772-288-1292) dpeters@ci.stuart.fl.us

Agency(s): City of Stuart

Provide ecological restoration and assessment services as well as monitoring of compliance with habitat restoration requirements.

• MARTIN COUNTY

Project: Martin County Utilities Consumptive Use Permit (CUP) Monitoring

Date of contract: 2012-present (sub-contracted services through Kimley-Horn & Associates)

Contact: Anne Murray, P.G. (772- 223-7975) amurray@martin.fl.us

Agency(s): Martin County Utilities

Provide wetland ecological monitoring, hydrologic data collection, and required regulatory reporting to South Florida Water Management District for CUP compliance.

Natural Resource Management, Wetland, and Environmental Permitting Services

Project: Martin County Stuart Beach Improvements

Date of contract: 2015-present (sub-contracted services through Captec Engineering)

Contact: Mike Yustin (772-220-7114) myustin@martin.fl.us

Agency(s): Martin County Engineering and Public Works

Assist with wetland delineation, natural resource assessment, and environmental permitting for proposed improvements to parking, vendor space, and beach access at Stuart Beach.

• SPECIAL DISTRICT SERVICES

Project: Southern Grove Environmental Permitting and Compliance

Date of contract: 2019-present

Contact: Frank Sakuma, Manager (772-345-5119) bsakuma@sdsinc.org

Agency(s): Southern Grove Community Development District (CDD)

Provide wetland monitoring, habitat restoration, and wetland mitigation project management for compliance with U.S. Army Corps of Engineers permit. Provide other environmental consulting services in support of the CDD Board on an as needed basis.

Project: Tradition Environmental Permitting and Compliance

Date of contract: 2018-present

Contact: Frank Sakuma, Manager (772-345-5119) bsakuma@sdsinc.org

Agency(s): Tradition Community Development District (CDD)

Provide wetland monitoring, habitat restoration, and wetland mitigation project management for compliance with U.S. Army Corps of Engineers permit. Provide other environmental consulting services in support of the CDD Board on an as needed basis.

Natural Resource Management, Wetland, and Environmental Permitting Services

• TOWN OF JUPITER ISLAND

Project: Environmental Consulting Services for Utility Operations

Date of contract: 2010-present

Contact: Monica Shaner, Utility Director (772-546-6259) mshaner@tji.martin.fl.us

Agency(s): South Martin Regional Utility

Provide water quality assessment, water quality monitoring, and NPDES permitting services in support of the Utility's existing reverse osmosis water treatment plant and surface discharge of reverse osmosis concentrate.

Project: On Call Environmental Consulting

Date of contract: 2010-present

Contact: Gene Rauth, Town Manager (772-545-0100) grauth@tji.martin.fl.us

Agency(s): Tradition Community Development District (CDD)

Provide on call environmental consulting services in support of Town sponsored projects and to assist building department in review of compliance with Town environmental requirements.

• TOWN OF JUPITER UTILITIES

Project: Environmental Consulting Services for Utility Operations

Date of contract: 2010-present

Contact: David Brown, Utility Director (561-741-2537) davidb@jupiter.fl.us

Agency(s): Town of Jupiter

Provide water quality assessment, water quality monitoring, and NPDES permitting services in support of the Utility's existing reverse osmosis water treatment plant and surface discharge of reverse osmosis concentrate.

¹ EW Consultants, Inc. acknowledges that the addenda for this RFP requested listing of all private clients including contract dates. This information is proprietary and thus, in accordance with the instructions of the RFP, has not been provided.



EDWARD R. WEINBERG, PWS, PRESIDENT

EDUCATION

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

ADDITIONAL TRAINING AND LICENSES

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

PROFESSIONAL AFFILIATIONS

Florida Academy of Sciences
Society of Wetland Scientists
National Association of Environmental Professionals
Florida Association of Environmental Professionals
Treasure Coast Builders Association
American Water Works Association
American Membrane Technology Association

QUALIFICATIONS AND EXPERIENCE

Mr. Weinberg is an environmental professional with broad knowledge in freshwater, marine and terrestrial systems. With over 30 years of practical experience, he has participated in a wide variety of natural resource assessments, listed species surveys and relocations, land management plan preparations, and environmental permitting projects. A biologist and regulatory specialist with substantial field experience in Florida's natural systems, he founded EW Consultants, Inc. in 1997 to specialize in the identification and evaluation of natural resource issues and their relationship to Florida's regulatory climate.

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

Natural Resource Management, Wetland, and Environmental Permitting Services

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

As President of EW Consultants, Inc., Mr. Weinberg oversees the day to day operations and plays a management role in numerous projects. He continues to perform related fieldwork in order to have a first-hand view of the issues brought to him by staff. He provides direction to staff in light of rapidly-changing environmental and natural resource regulations.



PAUL EZZO, AICP, PROJECT PLANNER

EDUCATION

M.S. City and Regional Planning, University of North Carolina at Chapel Hill, 1989

B.S. Social Science, Florida State University, 1987

ADDITIONAL TRAINING AND LICENSES

American Institute of Certified Planners (AICP No. 064566)

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners

American Planning Association

Florida Planning Association, Treasure Coast Chapter

QUALIFICATIONS AND EXPERIENCE

Mr. Ezzo is an environmental and project planner with more than 30 years of experience, including both governmental and private consulting positions. He possesses a unique combination of extensive environmental and natural resources experience as well as a formal education and certification in city and regional planning. As a senior planner with the South Florida Water Management District, his responsibilities included review of DRI proposals as well as extensive intergovernmental coordination with Palm Beach, Martin and St. Lucie Counties and the Treasure Coast Regional Planning Council. As a planner for Martin County, he was instrumental in implementing natural resource management plans in an effort to balance the demands of growth with the requirements of natural resources.

Mr. Ezzo joined EW Consultants, Inc. in 2001 and has played a pivotal role in providing environmental and natural resource consulting services to both public and private sector clients over the past 18 years. He has successfully managed projects on behalf of the City, including the design and environmental restoration for the Haney Creek Trail project and overseeing the Haney Creek Watershed Preserve mapping, environmental assessment, permitting, mitigation design, natural resource restoration, and monitoring of projects throughout the Treasure Coast region. Because of these and prior efforts, he has a thorough understanding of the City's regulations and overall natural resources management, along with an excellent, long-standing relationship with City staff.

His extensive knowledge and experience within the South Florida scientific and regulatory communities have resulted in a wide network of contacts and resources on the federal, state, and local levels. His familiarity of a wide range of habitat assessment methods have allowed him to develop meaningful natural resources management plans and recommendations to a variety of clientele, including those both in the private and public sectors.

Natural Resource Management, Wetland, and Environmental Permitting Services

In his 18 years with EWC, Mr. Ezzo has worked on projects ranging from site assessments on quarter-acre lots to determining environmental protocols for 2,000-acre DRI's as well as assisting large land owners with agricultural permitting. This experience has allowed Mr. Ezzo the opportunity to work with a multitude of government agencies and thus build relationships with many of those agencies' staff members.



ARNAUD ROUX, ENVIRONMENTAL SCIENTIST

EDUCATION

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

B.S. Environmental Science, Florida Institute of Technology, 2003

PROFESSIONAL AFFILIATIONS

Florida Association of Environmental Professionals

Society of Wetland Scientists

NPDES certified Inspector

QUALIFICATIONS AND EXPERIENCE

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

During his tenure with EWC, Mr. Roux has developed expertise in soil science with regard to wetland soils identification, native and exotic plant identification, as well as identifying hydrologic indicators leading to determinations of seasonal high and normal wet season pool elevations within wetland areas. He is versed in numerous technical programs designed for use with automatic data loggers. He is also knowledgeable in the usage of hand-held GPS units and data logger components.

Mr. Roux is responsible for the network of environmental monitoring at EW Consultants. Through this effort, he monitors numerous sites throughout south and central Florida as part of Environmental Resource Permits (ERP) and Consumptive Use Permits (CUP) for both public and private sector clients and utilities, including the City of Stuart.

His experience with wetland monitoring and associated techniques comes in the form of trend analyses over several years or even decades. Through the observed and recorded changes in hydrologic, vegetative and soil conditions, Mr. Roux is able to assemble the relevant historical data to develop trend analyses for evaluation of long term changes in natural areas.

Natural Resource Management, Wetland, and Environmental Permitting Services

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



**JASON HAHNER
ENVIRONMENTAL SCIENTIST**

EDUCATION

Master of Natural Resources Management and Ecological Engineering, 2012

-Lincoln University, Christchurch, New Zealand

-University of Natural Resources and Life Sciences, Vienna, Austria

Bachelor of Arts in Environmental Studies, 2007

-Florida Gulf Coast University, Ft. Myers, Florida

ADDITIONAL TRAINING AND LICENSES

Florida Fish and Wildlife Conservation Commission - Authorized Gopher Tortoise Agent

QUALIFICATIONS AND EXPERIENCE

Mr. Hahner has broad range of experience in the environmental arena including applied natural resource assessment, ecological restoration and mitigation on public and private lands, invasive species management, and listed species survey. As an environmental scientist for EW Consultants, Inc. he plays a key role in listed species surveys, and is the firm's longest tenured Authorized Gopher Tortoise Agent (GTA-14-00024E), serving as the project lead for gopher tortoise surveys, permitting, and relocations.

Mr. Hahner has been involved in a variety of projects throughout southern and central Florida, including utility right-of-way environmental surveys, wildlife interaction surveys with powerlines, injured wildlife rescue, gopher tortoise survey, gopher tortoise burrow excavation and gopher tortoise relocations, wetland and upland natural resource assessments, and habitat restoration. His academic research projects, along with numerous field restoration projects have given Mr. Hahner extensive and innovative experience in land management and restoration.

Natural Resource Management, Wetland, and Environmental Permitting Services



PRICE PROPOSAL

AND

FORMS

PART 5 – FORMS

PRICE PROPOSAL FORM

Position	Hourly Rate
Senior Environmental Scientist	\$ 125.00
Project Manager	\$ 100.00
Environmental Scientist	\$ 85.00
CADD Technician	\$ 85.00
Administrative Staff	\$ 55.00

Conflict of Interest Disclosure Form

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their proposal: the name of any officer, director, or agent who is also an employee of the City of Stuart.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this proposal.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this proposal.

EW Consultants, Inc.

Company Name

Signature

Edward R. Weinberg, President

Name and title (Print or Type)

November 18, 2019

Date

**Public Entity Crimes Form
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

EW Consultants, Inc.

Company Name

Signature

Edward R. Weinberg, President

Name and title (Print or Type)

11-18-19

Date



CITY OF STUART
LOCAL BUSINESS TAX RECEIPT
 2019-2020

RECEIPT NO.	ACCOUNT NO.	CATEGORY NO.
114	26142	170280

TAX YEAR BEGINS OCTOBER 1 AND ENDS SEPTEMBER 30.
 PAYMENT OCTOBER 1 CONSTITUTES VIOLATION
 OF CITY CODE OF ORDINANCES

BUSINESS TYPE	CONSULTANT
OWNER AND LOCATION	WEINBERG, EDWARD 1000 SE MONTEREY COMMONS BLVD UNIT
ST/CTY LICENSE	
DESCRIPT	

This local business tax receipt does not permit the holder to operate in violation of any City law, ordinance, or regulation. Any changes in location or ownership must be approved by the City License Section, subject to zoning restrictions. This receipt does not constitute an endorsement, approval, or disapproval of the holder's skill or competence or of the compliance or non-compliance of the holder with other laws, regulations, or standards.

Local Business Taxing Questions 772-288-5319

FEE	PENALTY	TRANSFER	MISCELLANEOUS	PAID
100.00	0.00	0.00	0.00	100.00

BUSINESS NAME AND MAILING ADDRESS	EW CONSULTANTS, INC WEINBERG, EDWARD 1000 SE MONTEREY COMMONS BLVD #208 STUART FL 34996
-----------------------------------	-----------------------------------------------------------------------------------------------------

DATE
07/12/2019

MARY KINDEL
 CITY CLERK

KEEP THIS RECEIPT - NO TRANSFER WITHOUT ORIGINAL RECEIPT

THIS IS NOT AN INVOICE

THIS IS YOUR LOCAL BUSINESS TAX RECEIPT

MARTIN COUNTY ORIGINAL
BUSINESS TAX RECEIPT
Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 1999-275-0278 Cert CITY APPROVED
Phone (772)287-8771 Sic No 541620
Location 1000 SE MONTEREY COMMONS BLVD 208 STU



Prev Yr	\$.00	Lic Fee	\$26.25
	\$.00	Penalty	\$.00
	\$.00	Coll-Fee	\$.00
	\$.00	Transfer	\$.00

TOTAL \$26.25

Has satisfied requirements to engage in the business, profession
or occupation of ENVIRONMENTAL CONSULTANTS
at location listed for the period beginning on the
12 Day of JULY
AND ENDING SEPTEMBER 30 2020

WEINBERG, EDWARD R. (OWNER)
E W CONSULTANTS INC.,
1000 SE MONTEREY COMMONS BLVD UNIT
STUART, FL 34996

11 2018 54576.0001 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

State of Florida

Department of State

I certify from the records of this office that EW CONSULTANTS, INC. is a corporation organized under the laws of the State of Florida, filed on September 18, 1997, effective September 15, 1997.

The document number of this corporation is P97000081487.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 3, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of April, 2019*



Randy R. ...
Secretary of State

Tracking Number: 1803563769CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

October 15, 2018

REGISTERED VENDOR NO.: 109909

Mr. Edward Weinberg, President
EW Consultants, Inc.
1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996

CERTIFICATION EXPIRATION DATE
October 15, 2021

Dear Mr. Weinberg:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Environmental Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. **FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.**

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joni Lynn Fox".

Joni Lynn Fox
Sr. Contract Compliance Specialist
Procurement Bureau

JF/da

Natural Resource Management, Wetland, and Environmental Permitting Services



INSURANCE



INSURANCE

The Request for Proposal (RFP) No. 2020-101 includes a specific insurance requirement that the selected consultant shall obtain, prior to award, insurance with coverages in accordance with the requirements set forth in the RFP and that the City will be named as an additional insured. EW Consultants, Inc. has coverage exceeding these minimum limits in place, will name the City as an additional insured as necessary to afford protection to the City, and will not commence any work until the City has approved such insurance. A sample insurance certificate has been included for your review.

All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. Insurance coverage shall be maintained for the full term of the agreement or for such longer periods as may be required.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured EW Consultants, Inc			Endorsement Number
Policy Symbol ECP	Policy Number G24358458 007	Policy Period 01/18/2019 to 01/18/2020	Effective Date of Endorsement 01/18/2019
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

Named Insured EW Consultants, Inc			Endorsement Number
Policy Symbol ECP	Policy Number G24358458 007	Policy Period 01/18/2019 to 01/18/2020	Effective Date of Endorsement 01/18/2019
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include:

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

Named Insured EW Consultants, Inc			Endorsement Number
Policy Symbol ECP	Policy Number G24358458 007	Policy Period 01/18/2019 to 01/18/2020	Effective Date of Endorsement 01/18/2019
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 20 WEG AT2991

Endorsement Number:

Effective Date: 12/31/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: EW CONSULTANTS, INC
1000 SE MONTEREY COMMONS BLVD
STUART FL 34996

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

Natural Resource Management, Wetland, and Environmental Permitting Services



OTHER INFORMATION

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ADDENDA

EW Consultants, Inc. hereby acknowledges receipt of the attached:

Addendum #1 Dated November 13, 2019

Addendum #2 Dated November 14, 2019



Date: November 13, 2019
To: Prospective Bidders
Subject: **Addendum #1 to RFP #2020-101: Professional Environmental Consulting Services**

ADDENDUM #1

The purpose of this addendum is to provide clarification to questions submitted by prospective bidders.

- 1. Question:** Please explain how non-labor expenses are to be handled within the contract?
Example: Laboratory, analyses, specialized subcontractors, material, etc.

Answer: Professional personnel hourly rate schedule formulized in tab 3 "Price Proposal Form" shall include all services, material, supplies and any other items or requirements necessary to complete the work as described herein, including but not limited to out of pocket expenses, such as, identifiable communication expenses, reproduction costs, postage, printing, copying, and long distant telephone calls. Reimbursement for laboratory analyses and subcontractors shall be billed at cost times 1.0.
- 2. Question:** How do we present unit rates for support equipment for the contract? Example: Vehicles, drill rigs, scientific equipment, tools, etc.

Answer: Please list equipment with pricing and list separate. (you may place in Tab 3)
- 3. Question:** Can respondents submit only on services they are able to perform or is the respondent required to provide all of the services outlined in the RFP?

Answer: Yes, respondents can submit only on services they are able to perform.
- 4. Question:** What type of bonding is required for proposal submission?

Answer: The City has no requirements. It is the proposer's preference.
- 5. Question:** The licenses, Sunbiz, and Business Tax Receipt documentation listed in Section 1.16 page 7 of the RFP is to be provided under what tab?

Answer: Tab 3.
- 6. Question:** Under what tab is the Drug-Free Work Place Certification, Notification to Public Entity Crimes Law, and Conflict of Interest Disclosure Form to be included?

Answer: Tab 3.
- 7. Question:** Does a responding firm have to submit on all the services listed in the Statement of Work (Part 2, Section 2-1)?

- Answer: No
8. Question: Will the City award more than one contract in association with this RFP?
- Answer: The City will determine based on proposals submitted.
9. Question: Is this a current contract? If so, can you please provide the name(s) of the incumbent?
- Answer: Yes. Miller Legg, EW Consultants, and PSI.
10. Question: Section 4.2, Tab 2 references listing all Florida clients within the last 5 years. Does this mean only Florida government agency clients or all clients including private sector clients?
- Answer: All Florida clients, both public and private.
11. Question: What funds have been budgeted annually for the proposed contract period?
- Answer: This service is not budgeted. It is on an as needed basis.
12. Question: How much has been spent annually on this contract?
- Answer: Approximately \$10,000.00 annually.
13. Question: Please confirm that subcontractors and/or subconsultants should not be included in the response and will not be able to be used to support any of the work assigned under the contract.
- Answer: Subcontractors and/or subconsultants should be included in the response (under tab 5).
14. Question: Would the City like to see an organizational chart, profiles (examples) and resumes? If so, which tab would the City like these to be placed?
- Answer: It is no necessary, however you may include this information in Tab 2.
15. Question: Section 1.16 Taxes & Licenses copies are required in our response. Which tab should this be located?
- Answer: Tab 3.
16. Question: May we include a table of content?
- Answer: Yes.
17. Question: Can you please provide a sample contract?
- Answer: See attached.

All other terms and conditions of this RFP remain unchanged.

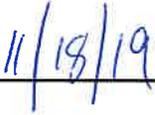
This Addendum shall be considered an integral part of the ITB and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on November 21, 2019.** Failure to comply will result in disqualification of your bid.

Alaina Knofla
Procurement Analyst

Acknowledge is hereby made of Addendum #1 to ITB #2020-101, Floridan Aquifer Test Production Well FA-1.


Signature


Firm


Date


Email Address



SAMPLE STANDARD CONTRACT

CONTRACTOR:

PROJECT: RFP #2020-101: Professional Environmental Consulting Services

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the ___ day of _____, 2019 by and between _____ hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

The City intends to enter into a contract with _____ for Environmental Consulting Services on an as needed basis as set forth below.

The purpose of this agreement is intended to set forth certain terms and conditions which shall be incorporated into subsequent "Purchase Orders" for specific projects or services when required by the City.

In consideration of the premises and mutual covenants herein contained, it is hereby agreed that the Professional shall serve as the City's non-exclusive professional consulting representative for those assignments that are the subject of a "Purchase Order" issued pursuant to terms of this Agreement and will give consultation advice to the City during the performance of the service on the terms and conditions herein after set forth.

II. SCOPE OF SERVICES

Pursuant to Section 287.055 Florida Statute, Consultants' Competitive Negotiation Act (CCNA) the Professional shall provide Environmental Consultant Services for the provision of miscellaneous environmental projects; and

Section 1. Scope of Service

The Professional shall perform the work under the general direction of the City as set forth in the Contract Documents. The detailed scope of services to be performed and schedule of fees for those services is described in Exhibit A (Contractor's response to RFP [RFP] as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

Unless otherwise specified herein, the Professional shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Professional obligations and

responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which such an inseparable part of the work are described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Professional. Term of this contract shall be for an initial period of one (1) year with the option of three (3) additional one (1) year renewals, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

The Professional agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A. Except as otherwise provided in the solicitation, no amount shall be paid to Professional to reimburse Professional's expenses.

2.2 Invoices

Professional may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

2.3 Payment

City shall pay Professional within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted pursuant to instructions prescribed in this agreement. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City or failure to comply with this Agreement.

Section 3. Guarantee

The Professional guarantees to repair, replace or otherwise make good to the satisfaction of the City any damage caused during the work. Contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. Audit

The Professional agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Professional agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Professional shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Professional Responsibility

5.1 Independent Contractor

The Professional is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

The Professional shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

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As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

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6.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

Section 7. City's Obligations

7.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is _____.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

8.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

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The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

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Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 9. Indemnification of City

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

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in the Request for Proposal which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in the Request for Proposal.

10.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

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All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

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This Contract is deemed effective only to the extent of the annual appropriations available.

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Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

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The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

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In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

13.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

13.5 Contract Amendment

The City reserves the right to delete, add or revise locations under this proposal at any time during the contract term when and where deemed necessary. If any locations are added or deleted from the contract, the rate quoted shall be used to determine the adjusted contract price.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion of this entire Contract, it shall not constitute a waiver of the same.

13.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 14. Public Records

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or email mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

- a) Keep and maintain public records required by the public agency to perform the service.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 15. Exhibits

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

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

Exhibit B - "Original Request for Proposal as Issued by City, including all Addenda"

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

DAVID DYESS
CITY MANAGER

**APPROVED AS TO FORM
AND CORRECTNESS:**

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

(Signature)

(Signature)

(Signature)

Printed Name

Title



Date: November 14, 2019
To: Prospective Bidders
Subject: **Addendum #2 to RFP #2020-101: Professional Environmental Consulting Services**

ADDENDUM #2

The purpose of this addendum is to provide clarification to questions submitted by prospective bidders.

- 1. Question:** Please explain how non-labor expenses are to be handled within the contract?
Example: Laboratory, analyses, specialized subcontractors, material, etc.

Answer: Professional personnel hourly rate schedule formulized in tab 3 "Price Proposal Form" shall include all services, material, supplies and any other items or requirements necessary to complete the work as described herein, including but not limited to out of pocket expenses, such as, identifiable communication expenses, reproduction costs, postage, printing, copying, and long distant telephone calls. Reimbursement for laboratory analyses and subcontractors shall be billed at cost times 1.0.
- 2. Question:** How do we present unit rates for support equipment for the contract? Example: Vehicles, drill rigs, scientific equipment, tools, etc.

Answer: Please list equipment with pricing and list separate. (you may place in Tab 3)
- 3. Question:** Can respondents submit only on services they are able to perform or is the respondent required to provide all of the services outlined in the RFP?

Answer: Yes, respondents can submit only on services they are able to perform.
- 4. Question:** What type of binding is required for proposal submission?

Answer: The City has no requirements. It is the proposer's preference.
- 5. Question:** The licenses, Sunbiz, and Business Tax Receipt documentation listed in Section 1.16 page 7 of the RFP is to be provided under what tab?

Answer: Tab 3.
- 6. Question:** Under what tab is the Drug-Free Work Place Certification, Notification to Public Entity Crimes Law, and Conflict of Interest Disclosure Form to be included?

Answer: Tab 3.
- 7. Question:** Does a responding firm have to submit on all the services listed in the Statement of Work (Part 2, Section 2-1)?

- Answer: No
8. Question: Will the City award more than one contract in association with this RFP?
- Answer: The City will determine based on proposals submitted.
9. Question: Is this a current contract? If so, can you please provide the name(s) of the incumbent?
- Answer: Yes. Miller Legg, EW Consultants, and PSI.
10. Question: Section 4.2, Tab 2 references listing all Florida clients within the last 5 years. Does this mean only Florida government agency clients or all clients including private sector clients?
- Answer: All Florida clients, both public and private.
11. Question: What funds have been budgeted annually for the proposed contract period?
- Answer: This service is not budgeted. It is on an as needed basis.
12. Question: How much has been spent annually on this contract?
- Answer: Approximately \$10,000.00 annually.
13. Question: Please confirm that subcontractors and/or subconsultants should not be included in the response and will not be able to be used to support any of the work assigned under the contract.
- Answer: Subcontractors and/or subconsultants should be included in the response (under tab 5).
14. Question: Would the City like to see an organizational chart, profiles (examples) and resumes? If so, which tab would the City like these to be placed?
- Answer: It is no necessary, however you may include this information in Tab 2.
15. Question: Section 1.16 Taxes & Licenses copies are required in our response. Which tab should this be located?
- Answer: Tab 3.
16. Question: May we include a table of content?
- Answer: Yes.
17. Question: Can you please provide a sample contract?
- Answer: See attached.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on November 20, 2019.** Failure to comply will result in disqualification of your bid.

Alaina Knofla
Procurement Analyst

Acknowledge is hereby made of Addendum #1 to RFP #2020-101, Professional Environmental Consulting Services.

Alaina Knofla
Signature

11/18/19
Date

EW CONSULTANTS, INC.
Firm

EW@EWCONSULTANTS.COM
Email Address



SAMPLE STANDARD CONTRACT

CONTRACTOR:

PROJECT: RFP #2020-101: Professional Environmental Consulting Services

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the ___ day of _____, 2019 by and between _____ hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

The City intends to enter into a contract with _____ for Environmental Consulting Services on an as needed basis as set forth below.

The purpose of this agreement is intended to set forth certain terms and conditions which shall be incorporated into subsequent "Purchase Orders" for specific projects or services when required by the City.

In consideration of the premises and mutual covenants herein contained, it is hereby agreed that the Professional shall serve as the City's non-exclusive professional consulting representative for those assignments that are the subject of a "Purchase Order" issued pursuant to terms of this Agreement and will give consultation advice to the City during the performance of the service on the terms and conditions herein after set forth.

II. SCOPE OF SERVICES

Pursuant to Section 287.055 Florida Statute, Consultants' Competitive Negotiation Act (CCNA) the Professional shall provide Environmental Consultant Services for the provision of miscellaneous environmental projects; and

Section 1. Scope of Service

The Professional shall perform the work under the general direction of the City as set forth in the Contract Documents. The detailed scope of services to be performed and schedule of fees for those services is described in Exhibit A (Contractor's response to RFP [RFP] as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

Unless otherwise specified herein, the Professional shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Professional obligations and

responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which such an inseparable part of the work are described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Professional. Term of this contract shall be for an initial period of one (1) year with the option of three (3) additional one (1) year renewals, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

The Professional agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A. Except as otherwise provided in the solicitation, no amount shall be paid to Professional to reimburse Professional's expenses.

2.2 Invoices

Professional may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

2.3 Payment

City shall pay Professional within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted pursuant to instructions prescribed in this agreement. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City or failure to comply with this Agreement.

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In compliance with F.S. 119.0701 the Contractor shall:

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- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 15. Exhibits

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

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

Exhibit B - "Original Request for Proposal as Issued by City, including all Addenda"

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

DAVID DYESS
CITY MANAGER

**APPROVED AS TO FORM
AND CORRECTNESS:**

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

(Signature)

(Signature)

(Signature)

Printed Name

Title

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement Division
purchasing@ci.stuart.fl.us
PH: 772-288-5320 • FAX: 772-600-1202



Request for Proposal (RFP) No. 2020-101

Professional Environmental Consulting Services

Event	Date
Date RFP Issued	10/24/19
Due date for proposer questions	11/13/19
RFP Due Date	11/20/19

City of Stuart

RFP 2020-101

Professional Environmental Consulting Services

Advertisement

Proposals for professional environmental consulting services will be received by the City of Stuart at the Procurement Office, 121 S.W. Flagler Avenue, Stuart, Florida, 34994, until November 20, 2019 at 2:30 P.M.

The City of Stuart 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.

An original, six (6) copies and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** must be submitted in sealed envelopes/packages addressed to Procurement Division, City of Stuart, and marked **RFP 2020-101 Professional Environmental Consulting Services**. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

A complete bid package can be obtained by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us or from DemandStar at <http://www.demandstar.com> or by calling (800) 711-1712. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

Mail/Overnight/Hand Deliver Submittal Responses to:

**Stuart City Hall
Procurement Office
121 S.W. Flagler Avenue
Stuart, Florida 34994**

Mark outside of envelope: RFP 2020-101 Professional Environmental Consulting Services

**Dated: 10/15/19
Published: 10/24/19**

PART 1 - GENERAL INFORMATION

1.1. OVERVIEW

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide Professional Environmental Consulting Services as described herein.

1.2. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by Proposers in connection with preparation of a response to this RFP.

1.3. INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact the Procurement Office regarding questions about the proposal at the Procurement Division, City Hall, 121 SW Flagler Avenue, Stuart, FL 34994, email: purchasing@ci.stuart.fl.us. The Procurement Office will also receive written requests for clarification concerning the meaning or interpretation of this RFP, until November 13, 2019. Questions shall be faxed or emailed with reference to the RFP number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the Procurement Office.

1.4. DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

1.5. QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following address:

**Stuart City Hall
Procurement Division
121 S.W. Flagler Avenue
Stuart, Florida 34994**

To facilitate processing, please mark the outside of the envelope as follows: **RFP 2020-101 Professional Environmental Consulting Services**. The envelope shall also include the proposer's return address. Respondents shall submit one (1) original, six (6) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

**THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 P.M. ON Wednesday November 20, 2019**

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. A proposal received by the City Procurement Office after the established deadline will be returned unopened to the proposer.

Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.6. ADDENDA

If revisions become necessary, the City will provide written addenda. It is the responsibility of the proposer to obtain any addenda issued. The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive an RFP package from sources other than the City or DemandStar. All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City. Failure to acknowledge all addenda may result in disqualification.

1.7. EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

1.8. CONTRACT

A final contract will be negotiated with a term agreement for an initial one (1) year period with the option of two (2) additional one (1) year renewals, upon the mutual written agreement of the parties.

1.9. DEVELOPMENT COSTS

Neither the City nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

1.10. INSURANCE

The successful professional shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful professional allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. The successful professional shall maintain required insurance coverage for the full term of this agreement or for such longer periods as may be specifically required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "B" as to management and no less than Class "VIII" as to strength in accordance with the A.M. Best Company Insurance Guide, or its equivalent as determined by the City in its sole discretion.

Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the professional and/or subcontractor providing such insurance.

Worker's Compensation Insurance: The professional/service provider shall maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project that complies fully with the State of Florida Worker's Compensation Law, F.S. 440.

General Liability: The Proposer shall, during the life of this agreement take out and maintain broad form Commercial General Liability including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

Business Automobile: The professional/service provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than \$1,000,000.00 combined single limit or \$500,000.00 per person/ \$1,000,000.00 per accident bodily injury and \$250,000.00 per accident property damage.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Procurement g Office. This certificate shall be dated and show:

- a) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- c) The City of Stuart is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance and Business Automobile Liability Insurance.
- d) The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:

**City of Stuart
121S.W. Flager Avenue
Stuart, FL 34994**

- e) No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.
- f) The "Acord" certification of insurance form should be used.

1.11. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.12. SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

1.13. ASSIGNMENT & SUBCONTRACTING

The successful proposer will not be permitted to assign its contract with the City or to subcontract any of the work requirements to be performed.

1.14. PUBLIC RECORDS

Proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this RFP will not be considered confidential and/or proprietary.

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. Vendors shall not submit pages marked “proprietary” or otherwise “restricted”.

1.15. PUBLIC RECORDS LAW: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer’s duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Proposer shall:

- a) Keep and maintain public records required by the public agency to perform the service.
- b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency’s contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Proposer of the request, and the Proposer must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Proposer does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A Proposer who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a Proposer to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Proposer the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Proposer unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Proposer has not complied with the request, to the public agency and to the Proposer.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Proposer at the Proposer's address listed on its contract with the public agency or to the Proposer's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Proposer who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

1.16. TAXES & LICENSES

Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

- a) Licenses: Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.
- b) Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
- c) Business Tax Receipt: Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.

1.17. BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

1.18. REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

1.19. DRUG-FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by

the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1.20. COMPETENCY OF RESPONDENTS

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

1.21. PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

1.22. REJECTION OF PROPOSALS

The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

1.23. CONFLICT OF INTEREST

The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

1.24. CONE OF SILENCE

A Cone of Silence shall be in effect during the Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications.

The Cone of Silence shall terminate at the time the City Commission or City Manager makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action in the Competitive Solicitation.

Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Manager.

PART 2 - STATEMENT OF WORK

2-1. BACKGROUND

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

CONSULTANT shall provide for City professional consulting services in all phases of any Project for which a PURCHASE ORDER 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 on the PURCHASE ORDER.

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.

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.

- Provide environmental code revisions as directed by the City
- Provide environmental site assessments, phase 1 and phase 2
- All completed projects shall include a minimum of five (5) hard copy reports signed and sealed by the Professional in responsible charge.
- Shall provide environmental audits of development packages
- Staff Assistance - Provide assistance and consulting advice to CITY staff.
- Meetings and Representation - Attend meetings on behalf of and represent the CITY on technical issues as requested.

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.

PART 3 - EVALUATION OF SUBMISSIONS

EVALUATION METHOD AND CRITERIA

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost-effective analysis, the emphasis is on quality, not necessarily the lowest cost. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

An Evaluation Committee composed of five (5) City staff shall meet to evaluate each response in accordance with the requirements of this solicitation. Each Committee member will rank all proposals based on the criteria below. The top ranked firms may be required to provide a presentation to the selection committee. The selection committee will recommend award to the top ranked firm.

The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The City's evaluation criteria will include, but not be limited the following:

- Firm Qualifications
- Project Manager and Staff Experience
- Experience in services requested
- Price Proposal
- Quality of submittal

Selection: Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondents. 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.

Presentations: The City may require oral and visual presentations. This shall be done at the City's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter.

Purchasing Card Program: Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Proposer(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 45 days. Proposers are requested to acknowledge acceptance of purchasing VISA card on the Proposal Price Form. If acknowledged, payment will be made to the awarded contract by the Visa Pcard at the negotiated contract price. City shall not pay any service charges or fees for Pcard transactions.

Terms and Conditions: Any actual or prospective Proposer who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of award recommendation. The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

PART 4 - INSTRUCTIONS FOR PREPARING SUBMISSIONS

4-1. RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original, six (6) copies and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

IMPORTANT NOTE:

To expedite the evaluation of responses, it is mandatory that all respondents follow the format and instructions contained herein. The City retains the option to reject any response that does not conform to the stated requirements.

4-2. PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Each response shall be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities regarding the specific work to be performed pursuant to this solicitation. Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to the solicitation requirements, and on completeness and clarity of content.

All abbreviations and acronyms used in the response shall be kept to a minimum and defined upon their first usage. Page size shall be 8.5 x 11 inches, foldouts are not acceptable. The text size should be 11 point or larger using Arial or Times New Roman font only.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to timely perform the work. Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. An agent authorized to contractually bind Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1 ~ Corporate Structure and Location

Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence.

Tab 2 ~ Experience

Indicate the company's number of years of experience in providing services with other governmental entities in the State of Florida. List all Florida Clients within the last five years with agency name and dates of contract (from and to).

Tab 3: Price Proposal and Forms

Proposals must include a schedule of firm rates to be paid each individual/position that will be assigned to this project.

Tab 4 ~ Insurance

Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in the RFP. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract.

Tab 5: Other Information

Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 6 Addenda (if applicable)

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART 5 – FORMS

PRICE PROPOSAL FORM

Position	Hourly Rate

**DRUG-FREE WORK PLACE
CERTIFICATION**

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Stuart for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by

(Individual's Name)

Of

(Name of Company)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

**Public Entity Crimes Form
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Company Name

Signature

Name and title (Print or Type)

Date

Conflict of Interest Disclosure Form

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their proposal: the name of any officer, director, or agent who is also an employee of the City of Stuart.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this proposal.

Company Name

Signature

Name and title (Print or Type)

Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

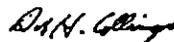
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Nicole Larsen		
	PHONE (A/C, No, Ext): 770-552-4225	FAX (A/C, No): 866-550-4082	
E-MAIL ADDRESS: Nicole.Larsen@greyling.com			
INSURED EW Consultants, Inc. 1000 SE Monterey Commons Blvd. Suite 208 Stuart, FL 34996	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westchester Surplus Lines Co		10172
	INSURER B: Hartford Underwriters		30104
	INSURER C: Sentinel Insurance Co Ltd		11000
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 19-20** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G24358458007	01/18/2019	01/18/2020	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UEGNG5562	01/18/2019	01/18/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			G24358574007	01/18/2019	01/18/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	20WEGAT2991	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab & Contractors Pollution Liab			G24358458007	01/18/2019	01/18/2020	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: RFP # 2020-101. City of Stuart is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER City of Stuart 121 SW Flagler Avenue Stuart, FL 34994	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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