



**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			

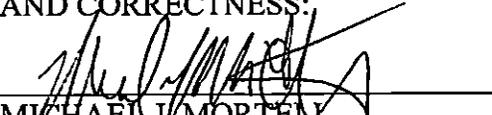
ADOPTED this 27<sup>TH</sup> day of January, 2020.

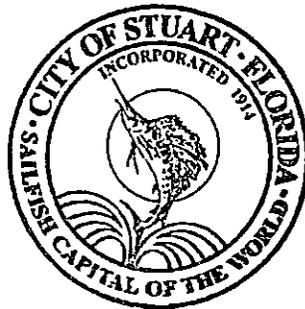
ATTEST:

  
MARY R. KINDEL  
CITY CLERK

  
MICHAEL J. MEIER  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

  
MICHAEL J. MORTELL  
CITY ATTORNEY





## STANDARD CONTRACT

**CONTRACTOR:** Cardno  
900 SE Ocean Blvd.  
Stuart, Florida 34994

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

### CONTRACT FOR SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the 27 day of Jan, 2019 by and between Cardno 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](tel:772-781-3472) x5292

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

**Amy Worsham, AICP**

[772-485-4511](tel:772-485-4511)

## **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](mailto: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. Limitation of Liability**

Notwithstanding any other clause in this Agreement, the total aggregate liability of the Professional to the city of any claims, losses, costs or damages arising out of or in connection with the Professional's, performance of the Agreement, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the extent permissible by law to 1 million dollars.

The limits of liability in this clause do not apply to any liability of the Professional, arising from claims made by any third party for personal injury, death, or damage to any property.

#### **Section 16. 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”

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.

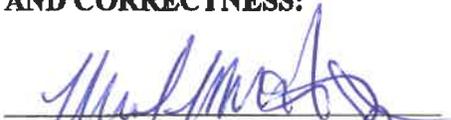
CITY OF STUART, FLORIDA

ATTEST:

  
\_\_\_\_\_  
MARY R. KINDEL  
CITY CLERK

  
\_\_\_\_\_  
DAVID DYESS  
CITY MANAGER

APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
MICHAEL MORTELL  
CITY ATTORNEY

WITNESSES:

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

CONTRACTOR

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
Printed Name

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Title

EXHIBIT A  
"FEE SCHEDULE"

<b>Position</b>	<b>Hourly Rate</b>
Brownfields Manager	\$145
Brownfields Specialist	\$120
Clerical	\$80
Designer	\$110
Engineer	\$130
Engineer Intern/Ecologist	\$120
Environmental Scientist/Geologist	\$85
Field Technician	\$80
GIS Specialist	\$95
Landscape Architect	\$125
Planner	\$110
Principal	\$290
Project Director	\$205
Project Engineer	\$145
Project Manager	\$145
Senior Designer	\$130
Senior Engineer/Hydrogeologist/Ecologist	\$170

Senior Environmental Technician	\$110
Senior Field Technician	\$90
Senior GIS Specialist	\$145
Senior Landscape Architect	\$170
Senior Planner	\$155
Senior Project Manager	\$165

Equipment	\$/Day	\$/Week	\$/Month
Conductivity meter, pH meter and thermometer (set)	24.82	99.28	297.84
Data logger with transducers	164.73	658.92	1976.76
Dissolved oxygen meter	37.38	149.52	448.56
Expendables <sup>1</sup>	73.55	294.20	882.60
Flame Ionization Detector (FID)	131.75	527.00	1581.00
Generator (75% usage)	64.34	257.36	772.08
Hand auger	11.04	44.16	132.48
Mobile Shop Truck <sup>2</sup> or truck & Mobile Shop Trailer <sup>2</sup> (w/fuel) (for In-House Remedial Action Construction)	245.33	981.32	2943.96
Modified level D per person	14.10	56.40	169.20
Oil-water probe	41.99	167.96	503.88
Per diem per person (if traveling)	128.71	514.84	1544.52
Pump	36.76	147.04	441.12
Soil sampling devices	36.76	147.04	441.12
Survey equipment set	45.36	181.44	544.32
Teflon bailer for well install	7.35	29.40	88.20
Teflon bailers (6)/Tubing for sampling	44.10	176.40	529.20
Turbidity meter	36.76	147.04	441.12

Vehicle (w/fuel)	91.93	367.72	1103.16
Water level indicator	12.86	51.44	154.32



Statement of Qualifications:

# Professional Environmental Consulting Services

RFQ No. 2020-101



Prepared for:  
The City of Stuart  
November 20, 2019



November 20, 2019

City of Stuart  
121 SW Flagler Avenue  
Stuart, Florida 34994

Attn: Procurement Division

RE: Professional Environmental Consulting Services RFQ No. 2020-101



900 SE Ocean Blvd.  
Suite 232-D  
Stuart, FL 34994

Phone 772.485.4511  
www.cardno.com

Dear Members of the Selection Committee:

Cardno is pleased to respond to the City of Stuart's Request for Qualifications (RFQ) for Professional Environmental Consulting Services. **This proposal was made without collusion with any other person or entity submitting a proposal pursuant to the Request for Proposal.**

Cardno understands the scope of work includes environmental audits of development packages, environmental code revisions, Phase I & II Environmental Site Assessments (ESAs), preliminary wetland and protected species assessments, environmental permitting, wetland and preserve area management, general consultations and coordination, and additional as-needed services. Further, we will assist City staff as-needed, provide consulting advice, and attend meetings on behalf of the City, ready to answer and respond to technical issues and questions. Our selected local Project Manager, Amy Worsham, has experience representing clients at regulatory meetings, community meetings, and politically-charged situations, where technical, complicated information needs to be relayed in easy-to-understand terms.

For more than 30 years, Cardno has specialized in providing turn-key environmental and engineering services to Florida communities and we are committed to providing these services to the City in a timely manner. We are grateful for the opportunity to serve the City of Stuart for Professional Environmental Consulting Services. We have the resources necessary to successfully provide the services described in the RFQ.

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*As a local firm, we are vested in the City of Stuart's environment and support the City's mission.*

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We have the feel of working with a small firm, while having the resources and backing of a large, international firm with expertise in complicated environmental and engineering issues. Cardno has nearly 400 associates working in 10 offices throughout the state and locally in the cities of Stuart, Ft. Pierce, and Boynton Beach. Cardno's Stuart office is only 1.3 miles and a 4-minute drive from the City's offices. Cardno has maintained offices in the Treasure Coast for more than 15 years and we are committed to this community and your success. Ms. Amy Worsham is a long-time Martin County resident and can be at your offices in less than 15 minutes if needed. Ms. Worsham is an expert in brownfields redevelopment and can assist the City in leveraging state and federal funding and incentives to support your environmental projects.

Thank you for your consideration of our qualifications. If you have any questions, please contact Ms. Worsham at 772.485.4511 (e-mail: [amy.worsham@cardno.com](mailto:amy.worsham@cardno.com)). Steve Howarth is a Vice President of Cardno and, as such, is an agent authorized to contractually bind Cardno.

Sincerely,

Amy Worsham, AICP  
Regional Services Manager  
Project Manager

Steve Howarth, PE  
Vice President  
Principal-in-Charge

Professional Environmental  
Consulting Services  
RFQ No. 2020-101

**TAB 1:**

**CORPORATE  
STRUCTURE AND  
LOCATION**





## TAB 1 – CORPORATE STRUCTURE AND LOCATION

Founded in 1945, Cardno is one of the largest full-service civil and environmental firms in the United States. With hundreds of US and international offices providing you with access to thousands of professionals around the globe we leverage our versatile, global resources to deliver solutions with local service. Cardno has built a reputation by providing high-quality, cost-effective services for public and private sector clients.

This contract will be managed out of our Stuart office by Ms. Worsham, a longtime Martin County resident. Projects will be completed by local (Stuart, Ft. Pierce, and Boynton Beach) staff, while further supported by nearly 400 employees throughout Florida. Cardno's professionals serve you with technical excellence, strategic vision, and quality advice. We are engineers, scientists, geologists, water resource and ecological specialists, landscape architects, planners, surveyors, construction administrators, and economists. Our diverse perspectives and vast service offerings provide holistic solutions that achieve your goals. **We are a local, statewide, regional, and national leader in Environmental Consulting Services.**

We have built our reputation on providing our clients with responsive, economical solutions under continuing services contracts, and have been doing so in Florida since 1984 (previously as TBE Group, Inc., ENTRIX, and TEC).

### Below are a list of Cardno's Florida Offices:

#### Stuart

900 SE Ocean Blvd.  
Suite 232-D  
Stuart, FL 34994

#### Fort Pierce

2552 Peters Rd.  
Suite C  
Fort Pierce, FL 34950

#### Boynton Beach

1500 Gateway Blvd.  
Boynton Beach, FL 33426

#### Clearwater

(Florida Headquarters)  
380 Park Place Blvd.  
Suite 300  
Clearwater, FL 33759

#### Riverview

3905 Crescent Park Dr  
Riverview, Florida 33578

#### Brooksville

20215 Cortez Blvd  
Brooksville, FL 34601

#### Fort Myers

5670 Zip Dr  
Fort Myers, FL 33905

#### Fort Myers

1821 Victoria Ave  
Fort Myers, FL 33901

#### Marathon

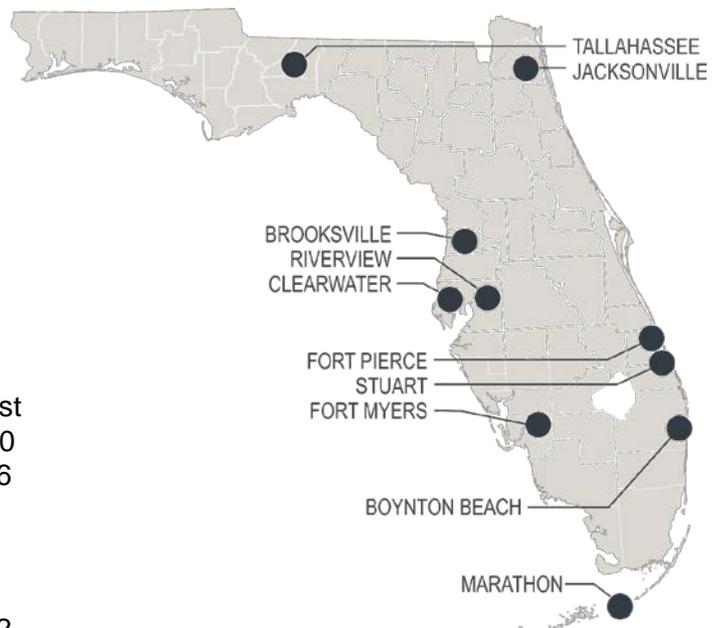
11400 Overseas Hwy  
Units 207 & 208  
Marathon, FL 33050

#### Jacksonville

4600 Touchton Rd East  
Building 100, Suite 120  
Jacksonville, FL 32246

#### Tallahassee

2420 Lakeshore Dr,  
Suite 100  
Tallahassee, FL 32312



## Cardno's Corporate Structure, Ownership, & Existence

Cardno, Inc. is a Delaware corporation, incorporated on June 10, 2011. Cardno, Inc. has been in business over 8 years with its present name. Cardno, Inc. is 100% owned by Cardno USA, Inc., a Delaware corporation, incorporated April 13, 2007. Cardno USA, Inc., a holding company, is 100% owned by Cardno Limited, an Australian company, ASX-listed professional infrastructure and environmental services company (listed in 2004 – Symbol: CDD).

Cardno TBE: TBE Group, Inc. was acquired by Cardno in 2008, legally transitioned to Cardno, Inc. as of 7/1/14; Cardno ENTRIX: ENTRIX was acquired by Cardno in 2010, legally transitioned to Cardno, Inc. as of 1/1/15; Cardno TEC was acquired by Cardno in 2011.

### Cardno's Board of Directors

Michael Alscher / Chairman  
Ian Ball / CEO & Managing Director  
Neville Buch / Non-Executive Director & Deputy Chairman  
Rebecca Ranich / Non-Executive Director  
Steven Sherman / Non-Executive Director  
Jeffrey Forbes / Non-Executive Director  
Nathaniel Thomson / Non-Executive Director

### Cardno's Officers/Directors

Susan Reisbord / CEO, Managing Director  
Lance D. Lairscey / Director, President  
Jenifer Picard / Director, Treasurer  
Julia Stutz / Vice President & Secretary  
Luke DeHayr / Vice President  
Mike Lancioni / Vice President  
Steve Howarth / Vice President  
Joseph Procopio / Vice President  
Gretchen Thach / Vice President  
Sally Ryan / Assistant Vice President  
Douglas Stoker / Assistant Vice President  
Andrew Hill / Assistant Vice President  
James Lloyd Douglass / Assistant Vice President  
Joseph O'Connell / Assistant Vice President  
Sean Clauson / Assistant Vice President  
Anngie Richter / Assistant Vice President  
Stephen Peck / Assistant Vice President  
Stephanie Hudgins / Assistant Vice President

### Corporate Headquarters

10004 Park Meadows Dr.  
Suite 300  
Lone Tree, CO 80124

### Florida Headquarters

380 Park Place Blvd.  
Suite 300  
Clearwater, FL 33759

### Local Office

900 SE Ocean Blvd.  
Suite 232-D  
Stuart, FL 34994



Professional Environmental  
Consulting Services  
RFQ No. 2020-101

**TAB 2:  
EXPERIENCE**





## TAB 2 – EXPERIENCE

Cardno has a unique combination of general and specialized engineering experience, including environmental. **We have built our reputation on providing governmental agencies with responsive, economical solutions under continuing services contracts, and have been doing so in Florida for 35 years.** We pride ourselves on the fact that most of our work is from repeat clients. Below is a list of our Florida clients, both public and private, over the last five years.

Florida Clients	Contract Start Date	Contract End Date
Advanced Impact Technologies, Inc.	11/7/2017	12/7/2017
Bank of America, CDC	7/21/2014	12/31/2019
Belmont Porten Properties, LLC	8/24/2017	8/30/2019
Brightwork Real Estate	6/20/2014	10/10/2019
Broward County	6/24/2019	10/24/2019
Brown and Brown, Inc.	12/13/2017	10/25/2019
Central Florida Regional Planning Council	3/12/2015	7/29/2016
Citrus County	4/21/2014	10/19/2018
City of Belleair Beach	4/9/2015	10/30/2023
City of Bonita Spring	6/21/2018	7/2/2021
City of Bradenton	8/22/2018	8/22/2021
City of Brooksville	2/13/2017	8/30/2019
City of Bushnell	5/30/2012	5/30/2015
City of Cape Coral	8/15/2017	2/28/2021
City of Casselberry	7/15/2016	12/30/2020
City of Clearwater	4/21/2016	2/24/2020
City of Cocoa	11/12/2015	9/18/2018
City of Daytona Beach	9/22/2014	8/26/2020
City of DeLand	3/12/2014	12/30/2020
City of Dunedin	10/15/2018	3/31/2020
City of Ft. Pierce	12/2/2015	8/30/2019
City of Gulfport	7/15/2014	4/8/2020
City of Lake Alfred	4/15/2019	10/15/2019



City of Naples	9/8/2015	3/31/2022
City of Palmetto	6/24/2016	12/25/2019
City of Pompano Beach	1/31/2019	12/26/2019
City of Punta Gorda	11/16/2011	5/31/2023
City of Safety Harbor	7/25/2014	2/20/2019
City of Sarasota	12/31/2009	12/31/2019
City of South Pasadena	1/5/2012	12/31/2021
City of St. Marks	10/1/2014	12/31/2017
City of St. Pete Beach	1/28/2019	2/28/2020
City of St. Petersburg	4/20/2016	12/31/2019
City of Stuart	2/28/2019	6/1/2020
City of Tallahassee	6/6/2013	12/31/2019
City of Tampa	4/3/2017	10/31/2019
City of Tarpon Springs	6/21/2013	12/31/2021
City of Temple Terrace	8/4/2015	10/15/2019
City of Treasure Island	2/7/2017	12/31/2020
Collier County Government	7/10/2006	12/31/2019
DiGiovanni Homes	9/12/2019	1/12/2020
Embry-Riddle Aeronautical University	5/3/2016	10/29/2019
FDEP Bureau of Waste Cleanup	1/2/2019	6/30/2020
FDOT District 1	8/17/2010	1/22/2018
FDOT District 2	5/4/2005	12/31/2014
FDOT District 3	8/9/2013	7/20/2025
FDOT District 4	4/10/2017	3/27/2023
FDOT District 5	4/22/2014	9/1/2020
FDOT District 7	6/21/2013	6/21/2021
FDOT Turnpike District	7/24/2013	7/24/2018
Fisher & Associates, Inc.	2/24/2017	2/20/2020
Florida Water Environment Association	7/10/2017	12/31/2018



Gadsden County	4/1/2018	12/31/2022
Gensler	5/20/2017	9/30/2018
Gold Coast Premier Properties	6/25/2018	9/25/2018
Golf Lake Development, LLC	11/13/2015	5/31/2019
Harbor Bay Community Development District	2/10/2017	5/10/2020
Harvard Jolly, Inc.	5/16/2017	12/31/2018
HCA Health Care	2/17/2017	8/17/2017
Hernando County	3/28/2016	8/14/2022
Hillsborough County	3/11/2016	1/21/2022
Holland & Knight	4/25/2019	10/24/2019
Incore Residence	3/16/2016	4/21/2020
JSC MGT, LLC	6/14/2019	12/30/2019
Kelly Brothers	4/13/2016	12/31/2019
Lee County	8/22/2002	2/13/2021
Leon County	10/11/2016	8/30/2019
Manatee County Government	6/21/2013	12/31/2020
O'Reilly Automotive Stores, Inc.	8/21/2012	4/20/2020
Pasco County	12/18/2015	2/2/2020
Pebblebrook Lakes	1/24/2017	7/8/2018
Peddie-Montfort Partnership	7/30/2013	12/29/2017
Pinellas County	11/6/2011	3/23/2023
Sarasota County	5/20/2014	6/12/2019
Southwest Florida Water Management	3/12/2015	1/1/2018
Town of Belleair	9/16/2016	12/11/2019
Treasure Coast Regional Planning Council	2/23/2003	9/12/2019
University Area Community Development Corporation	7/10/2018	02/20/2020
White Challis Redevelopment Co.	7/19/2018	01/10/2020
City of Fort Myers	2/10/2012	7/14/2024

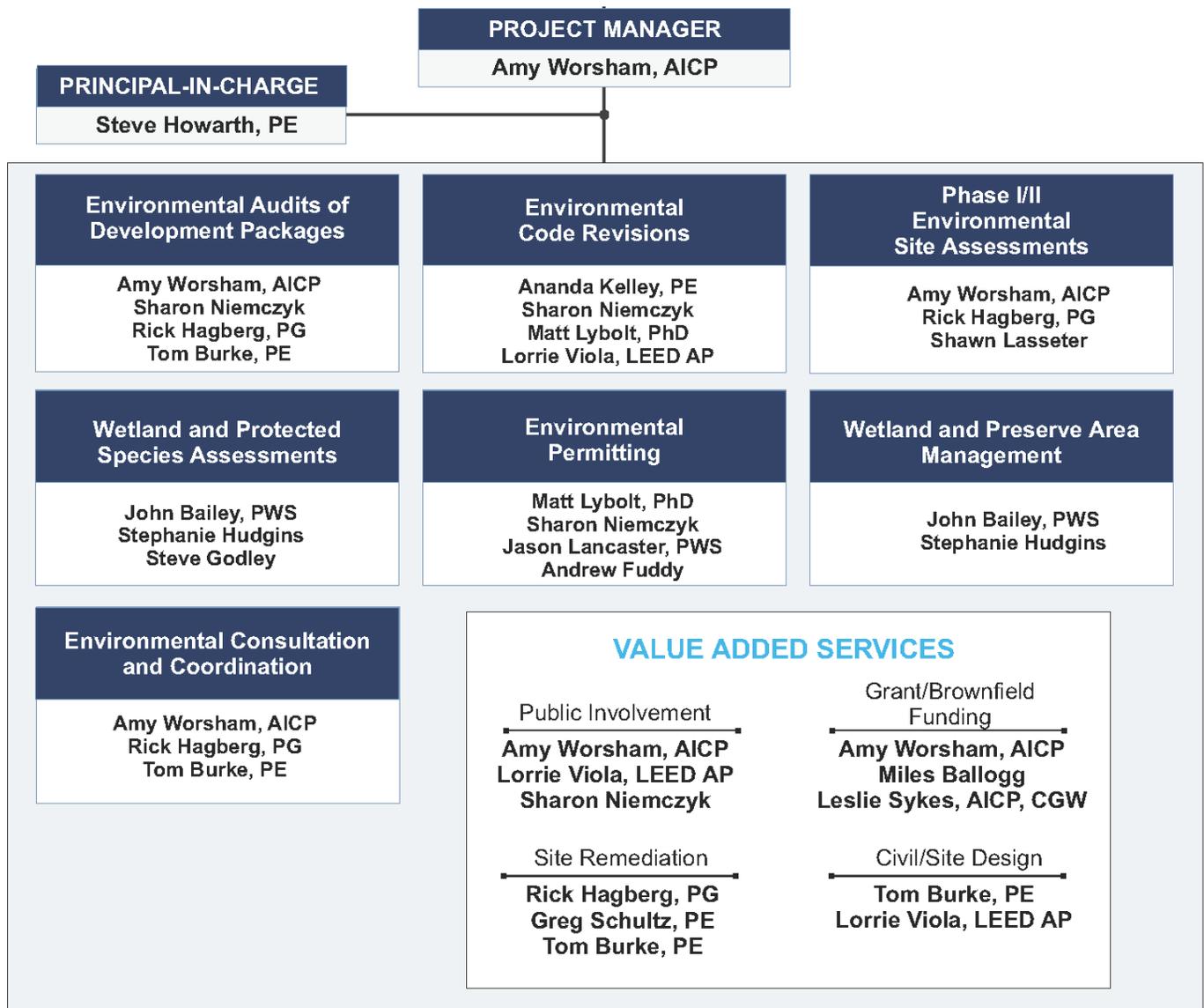


## ORGANIZATIONAL CHART

Cardno is a full-service civil and environmental firm that is ready to assist the City of Stuart. Cardno's Florida offices offer a broad range of complimentary professional services including:

- > Transportation Engineering
  - > Roadway and Bridge Design
  - > Brownfields Redevelopment
  - > Site Design
  - > Urban and Land Planning
  - > GIS/Asset Management
- > Water/Wastewater Design
  - > Industrial Hygiene
  - > Structural Engineering
  - > Environmental Management
  - > Redevelopment Consulting Services
- > Environmental Services
  - > Stormwater Management
  - > Landscape Architecture
  - > Water Resources
  - > Construction Inspection and Administration

Our proposed key staff have extensive expertise in their designated roles, but have a broad range of experience that will serve as additional support for any services needed. Cardno is committing the staff presented below to serve the City of Stuart with environmental consulting services.





## STAFF BIOS



### **Amy Worsham, AICP**

Project Manager  
amy.worsham@cardno.com

**Years of Experience:** 10

**Certification:** AICP #30963; Certified Energy Auditor

**Education:** MA/Urban and Regional Planning;  
BA/Environmental Science & Biology

Ms. Worsham's educational and professional background in geology, sustainability, and urban planning makes her uniquely qualified in assisting clients with environmental assessment, planning and redevelopment. She takes a comprehensive approach and has completed the technical work on sites from environmental assessment through remediation. Amy works as a liaison between her clients and regulatory agencies (EPA, FDEP, local Counties, etc.) to ease the process of site closures and obtaining available economic incentives. Amy is an expert in brownfields redevelopment. She has assisted public and private clients in securing and implementing federal and state Brownfields funding and incentives.

Ms. Worsham is dedicated to the success and environmental quality of the City of Stuart. She was born in Stuart and was raised in Martin County. She is a Martin County resident and a Leadership Martin County Class 29 graduate. With her office located less than 10 minutes away, Amy will be available to assist the City in-person on a moment's notice.



### **Steve Howarth, PE**

Principal-in-Charge  
steve.howarth@cardno.com

**Years of Experience:** 29

**License:** PE/FL #50600

**Education:** MBA; BS/Civil Engineering

Mr. Howarth has 29 years of diverse environmental and civil engineering experience including management, planning, design, quality control, and construction services. He specializes in civil design, environmental management, and planning projects for both public and private sector clients. In addition, Steve manages numerous multi-disciplinary projects and general engineering service contracts serving as integrating manager for those services. He has provided services to cities, counties, state government, federal government, airports/ports, water management districts, educational facilities, and private developers. Projects have included regional redevelopment projects, environmental assessment/cleanup, brownfields, public facilities, parks/trails, roadways, utilities, stormwater improvements, and related services.



### **Sharon Niemczyk**

sharon.niemczyk@cardno.com

**Years of Experience:** 22

**Education:** BS/Biology

Ms. Niemczyk has over 22 years of experience in environmental resource management, coastal ecosystems management, and support for restoration planning, regulatory permitting and compliance. She has program and project management experience with a broad range of complex environmental projects. She has experience with the NEPA process and compliance in both the public and private sector. She performs facilitation of public meetings and specializes in inter-agency coordination. She has the ability to quickly build rapport with government agencies, project stakeholders and members of the public to clearly deliver project goals and vision.



## Rick Hagberg, PG

rick.hagberg@cardno.com

**Years of Experience:** 35

**License:** PG/FL #1956

**Education:** BS/Geology & Hydrogeology

As manager of the Environmental Services Group, Mr. Hagberg directs all environmental services projects. He is experienced in industrial and hazardous waste assessment and remediation, including management of private and public sector projects. His project experience includes site assessment, environmental construction and remediation, industrial, petroleum, sanitary, and hazardous waste investigation and treatment, operational and transactional audits, training programs, permitting, and multimedia field sampling. Remediation technologies used include: vertical and deep horizontal recovery wells (trenched and directionally drilled), DNAPL recovery systems, dual-phase extraction systems, air sparge/soil vapor extraction, horizontal air sparge, de-watering and excavation, air stripping, adsorption, stabilization, in-situ chemical oxidation, surfactant enhanced bio-augmentation, and monitored natural attenuation. Rick has overseen more than 3,500 Phase I/II ESAs.



## Tom Burke, PE

tom.burke@cardno.com

**Years of Experience:** 32

**Registrations:** PE/FL #58566

**Education:** BS/Environmental Engineering

Mr. Burke is an environmental engineer with 28 years of experience in site development and permitting through local, state, and federal agencies; environmental resource permitting through various Water Management Districts; water resources evaluation and management studies; and noise and air quality monitoring, modeling, and permitting. He has served as the Engineer of Record on numerous development projects ranging from small residential and commercial sites through multiple-lot subdivisions and commercial parks. Construction document experience includes preparation of master site plans, dimension plans, utility plans, paving, grading, and drainage plans, details and specifications, bid document preparation, and permitting. His air resources experience includes mobile and stationary source emission inventories and dispersion modeling for Development of Regional Impacts studies and developing noise-monitoring plans for compliance analysis.



## Ananda Kelley, PE

ananda.kelley@cardno.com

**Years of Experience:** 18

**Registrations:** PE/FL #65632

**Education:** BA/Civil Engineering; BS/Civil Engineering

Ms. Kelley has 18 years of extensive experience in structural engineering. Her vast experience with FDOT bridge design includes the design of continuous steel girder bridges, prestressed concrete girder bridges, and cast-in-place concrete bridges for multi-level interchanges, grade-separation interchanges, and coastal and riverine water crossings. In addition to bridge design, she also has experience with miscellaneous structures design, bridge rehabilitation, and existing bridge load ratings. Her miscellaneous structures design experience includes retaining walls, box culverts, signal structures, and bridge fender systems. She has worked with municipal clients on environmental code revisions.



## Matt Lybolt, PhD

matt.lybolt@cardno-gs.com

**Years of Experience:** 18

**Education:** PhD/Marine Ecology;  
MS/Biological Oceanography; BS/Biology

Dr. Matt Lybolt is a marine ecologist and scientific diver with experience working in the government, academia, and consulting. His expertise has focused on coral reef ecosystems, including resource management, permitting (as the proponent and trustee), and research with a strong background in benthic marine ecology, statistical analyses, coral reefs, and climate change. His career path reflects ongoing cycles between theory and application in the disciplines of coral reef ecology, mangrove and seagrass ecology, geomorphology, climate change, and beaches and coastal processes – particularly in the tropics and sub-tropics.



## Lorrie Viola, LEED AP

lorrie.viola@cardno.com

**Years of Experience:** 19

**Education:** MBA/Florida Atlantic University;  
BA/Landscape Architecture

Ms. Viola is an esteemed project manager and planner with exceptional experience in leading the master planning, conceptual design and construction management teams on diverse projects in the United States and abroad. She is currently assisting updating the City of Stuart's Evaluation and Appraisal Report.



## Shawn Lasseter

shawn.lasseter@cardno.com

**Years of Experience:** 23

**Education:** BA/Business Administration;  
AA/Computer Systems Analysis

Ms. Lasseter is a senior environmental project manager with extensive experience in assessment and management of environmental projects. She has provided EPA programmatic support for over 25 communities in the Southeast; and has presented at the New Grantees Workshop on behalf of the EPA. Her project experience includes Phase I/II Environmental Site Assessments (ESAs) and contamination assessments. She has conducted over 500 site assessments.



## John Bailey, PWS

john.bailey@cardno.com

**Years of Experience:** 30

**Education:** MS/Wetland Ecology;  
BS/Forest Resource Management

Mr. Bailey is a Certified Professional Wetland Scientist (PWS), an expert in wetland delineation and ecology, and has extensive botanical knowledge of, and experience in, South and Central Florida ecosystems. His project experience is in ecological assessments of wetlands and uplands, environmental permitting, wetland delineation, wetland mitigation design, photo interpretation and vegetation mapping, wetland hydroperiod assessment, data analysis, and listed species surveys. Mr. Bailey has extensive experience coordinating with project staff to complete projects on time and within budget.



## Stephanie Hudgins

stephanie.hudgins@cardno.com

**Years of Experience:** 15  
**Education:** BS/Horticulture

Ms. Stephanie Hudgins serves as the Eastern Natural Resources Practice Lead at Cardno. Ms. Hudgins is skilled at managing budgets and staff resources for large-scale and small-scale projects for several service lines across the firm. She has experience working in the natural gas transmission, renewable energy (biofuels), resources, mitigation/conservation banking, and private development industries. She specializes in business development, project management, environmental due diligence, permitting, wetland delineations, listed species assessments, and ecological site assessments across the United States. She manages Federal Energy Regulatory Commission (FERC) regulated projects that involve environmental report preparation, Section 7 protected species consultation, U.S. Army Corps of Engineers Section 404 permitting, state and local permitting, and biological field surveys. Ms. Hudgins works closely with large landowners to perform constraints analysis for their property to help determine permit coordination for future land use planning. She is well versed in state and local regulations in numerous states across the Southeast United States.



## J. Steven Godley

steve.godley@cardno.com

**Years of Experience:** 41  
**Education:** MA/Zoology; BS/Biology

Mr. Godley has been in the environmental consulting field for more than 30 years and is known for his effectiveness in agency negotiations, permitting, mitigation design, and endangered and threatened species issues. As a technical director of Cardno, he has developed team management skills that enable the firm to take on large-scale, multidisciplinary projects that focus on client goals and assist in meeting those goals expediently.



## Jason Lancaster, PWS

jason.lancaster@cardno.com

**Years of Experience:** 22  
**Education:** BS/Environmental Science & Policy;  
MPH/Epidemiology

Mr. Lancaster is an environmental consultant and permitting specialist. Mr. Lancaster has developed and implemented a number of studies on upland, wetland, riverine, and other aquatic systems throughout the southeastern United States. These studies included wetland and upland assessments including conservation and restoration studies related to developmental concerns, effects of discharges from industrial, commercial and domestic wastewater facilities into receiving bodies, and coastal habitat restoration and development. His work has included developing sampling programs and protocols for the analysis of groundwater and surface water samples from rural, industrial, commercial, and residential areas. He has led ecological field teams on multi-month deployments that required most communications with senior staff to be limited to email and telephone correspondences. Mr. Lancaster is also skilled in the use of Global Positioning System technology and ArcView Geographic Information System (GIS) software.



## Andrew Fuddy

andrew.fuddy@cardno.com

**Years of Experience:** 15

**Education:** BS/Environmental Science

Mr. Fuddy has experience in ornithology, wildlife ecology, environmental permitting, and community ecology throughout Florida's ecosystems. He is experienced in assessing and developing strategic conservation planning and habitat management for listed species for large land holdings throughout Florida. Specific areas of expertise includes listed species planning; assessing projects for potential listed species issues and providing foresight in the listed species permitting process, managing and conducting biological resource inventories, wetland delineation, wetland permitting, mitigation monitoring, construction oversight and habitat restoration planning and monitoring.



## Greg Schultz, PE

greg.schultz@cardno.com

**Years of Experience:** 24

**License:** PE/FL #57586

**Education:** BS/Environmental Engineering

Mr. Schultz is responsible for coordinating project activities and communicating with clients on environmental, contamination assessment, and remediation projects. His combination of experience and project management skills are used to present cost-effective, timely work to clients.



## Miles Ballogg

miles.ballogg@cardno.com

**Years of Experience:** 35

**Education:** BA/Environmental Science & Biology

Mr. Ballogg serves as the Brownfields Practice Leader and Economic Development Director for Cardno. He assists public and private sector clients with land redevelopment programming, assessment, and remediation, specifically in environmentally blighted areas. Miles has been involved in the implementation of both federal and state Brownfields programs for over 25 years; including inception of these valuable programs. Miles provides comprehensive programmatic support, technical assistance, and project coordination for numerous Brownfield Redevelopment Projects utilizing EPA Assessment, Cleanup, Multi-Purpose, and Cleanup Revolving Loan funding, served as Project Manager for hundreds of EPA Brownfields Funded Assessments. He has assisted clients in obtaining over \$150 million in EPA Brownfields and other redevelopment-related grants and incentives.



## Leslie Sykes, AICP, GGW

carolyn.weaver@cardno.com

**Years of Experience:** 20

**Registrations:** AICP #017938

**Education:** MA/Urban & Regional Planning;  
BA/Political Science

Ms. Sykes has more than 20 years of experience writing and managing the preparation of successful environmental grants nationwide. As an urban planner, her complimentary professional understanding of economic development, urban and rural growth patterns, engineering standards, as well as environmental and land development regulations lend a leading advantage over non-industry writers.



# Amy Worsham, AICP

## Current Position

Regional Services Manager

## Disciplines

Environmental Brownfields Planning

## Years' Experience

10

## Joined Cardno

2017

## Education

MA, Urban and Regional Planning

BS, Sustainability and the Built Environment

## Professional Registrations

American Institute of Certified Planners (AICP) No.30963

Certified Energy Auditor

## Publications

"Automated Vacuum Collection of Trash" MSW Management Journal, March 2016.

"A Versatile Eye in the Landfill Sky – Drones could prove invaluable in the solid waste industry", MSW Management Journal, October 2014.

## Summary of Experience

Ms. Worsham serves as a Regional Services Manager. Her educational and professional background in sustainability, urban planning, and geology makes her uniquely qualified in assisting public and private sector clients with planning and redevelopment, particularly in environmentally blighted areas. She takes a comprehensive approach and has completed the technical work on sites from environmental assessment through remediation. Ms. Worsham works as a liaison between her clients and regulatory agencies (EPA, FDEP, GA EPD, etc.) to ease the process of site closures and obtaining available economic incentives. Amy has assisted public sector clients in securing and implementing federal Brownfields funding, and has assisted both private and public sector clients in securing state Brownfields funding.

## Project Experience

**Contract Management.** Ms. Worsham is experienced in managing multi-disciplinary contracts, acting as the primary point of contact with clients. With each work order, she ensures the proper team of Cardno staff and subconsultants, with preference for SBE/WMBE firms, is formed. Representative contracts managed include:

- > Broward County, FL General Engineering
- > Merritt Island, FL General Engineering
- > Haines City, FL Planning Services
- > College Park, GA Environmental and Grant Writing
- > TCRPC Environmental Consulting Services for Brownfields Assessment & Cleanup Revolving Loan Fund
- > South Florida Regional Planning Council RLF and Grant Services
- > St Petersburg, FL Grant Services

**State of Florida Brownfields Program.** Ms. Worsham has assisted private and public clients in obtaining brownfields funding through the State of Florida's Brownfield Program. Sample assignments managed include:

- > Brownfield Area Designations
- > Brownfield Site Rehabilitation Agreements
- > Voluntary Clean-up Tax Applications
- > Job Bonus Refund Application Eligibility
- > Overall funding eligibility assessment

**Phase I and Phase II ESAs.** Project Manager for over 100 Phase I/II ESAs primarily within the southeast United States.

**Brownfields Assessment, Programmatic Support and/or Management Services.** Managed or assisted tasks utilizing EPA Brownfields Site Assessment Funding. Sample projects include:

- > TCRPC, Florida
- > City of Tampa, Florida
- > Central Florida Regional Planning Council, Florida
- > Manatee County, Florida
- > City of College Park, Georgia
- > City of Cocoa, Florida
- > Pasco County, Florida

**Grant Writing.** Provided below is a sample of awarded grants that Ms. Worsham has been the primary author of or significant contributor to. The brownfields grants were awarded by the Environmental Protection Agency (EPA).

- > St. Petersburg, FL Fiscal Year (FY) 16 Brownfields Assessment - \$400,000 (ranked in top 1% of applications)
- > TCRPC, FL FY19 Brownfields Coalition Assessment - \$600,000
- > College Park, GA FYs 17 & 19 Brownfields Assessment - \$600,000 combined
- > College Park Business & Industrial Development Authority Brownfields Cleanup - \$600,000
- > East Point, GA FY19 Brownfields Assessment - \$300,000
- > Perry, GA FY18 Brownfields Assessment - \$300,000
- > Dalton Development Authority-Infrastructure Grant \$200,000

**Community Engagement.** Ms. Worsham has assisted public and private clients with planning and hosting community engagement events, most focused on sites with environmental issues. Sample clients include:

- > City of Stuart, FL
- > Manatee County, FL
- > Sarasota County, FL
- > City of Bradenton, FL
- > FCI Residential - FL
- > MBBJ Merritt, LLC - FL
- > Toll Brothers, Inc. - FL
- > City of College Park, GA

**Superfund Site Management, Tampa, FL.** Project Manager. The pesticide impacted groundwater was treated at an onsite groundwater treatment plant prior to being discharged to the City of Tampa. Amy provided site management, regulatory communication, and oversaw O&M, regular performance monitoring, annual groundwater quality monitoring, and regulatory reporting.

**Superfund Site Management, Tarpon Springs, FL.** Project Manager for the CERCLA (Superfund) Site and oversaw site management activities including site maintenance, regulatory communication, and compliance reporting.

**Hydrogeologic Landfill Studies.** Project Manager for routine and evaluation monitoring studies for over 15 landfill sites. Assessments included evaluation of potentiometric, historical surface water, groundwater, and leachate data.

**Climate Change Action Plan, Sarasota County, FL.** Researched and drafted template Community Energy and Climate Action Plan for Sarasota County and counties throughout Florida. The plan incorporated national best practices of climate action planning.

**Solar Feasibility Studies, Hillsborough County, FL.** Assessed technical and economic feasibility of using two County landfill sites as solar fields. Panel locations, mounting strategies, panel maintenance, financing, and end users were considered.

**Assessment / Remediation/Regulatory Closure, St. Petersburg, FL.** Project Professional for the design, management, and implementation of an Air Sparge (AS)/Multiphase Extraction (MPE) soil and groundwater remediation system. The AS/MPE system addressed petroleum and dry cleaning solvent contamination. Ms. Worsham wrote the Interim Source Removal Report, Site Assessment Report, and No Further Action Proposal. A Site Rehabilitation Completion Order was issued by FDEP less than 3.5 months after initiating remediation.

**Greenhouse Gas Reporting.** Responsible for compiling data and modeling the amount of methane generated from closed landfills so as to determine the applicability of the EPA's Mandatory Greenhouse Gas Monitoring Rule.



## Rick Hagberg, PG

### Current Position

Director of  
Environmental Services

### Years' Experience

34

### Joined Cardno

2000

### Education

BS, Geology /  
Hydrogeology

### Professional Registrations

Professional Geologist

FL #1956

MS #0585

TN #5218

AL #457

NC #C-474

### Affiliations

Florida Brownfields  
Association

National Water Well  
Association

### Summary of Experience

As Manager of Cardno's Environmental Services Group, Mr. Hagberg directs all of Cardno's Environmental Services projects. He has extensive experience in industrial and hazardous waste assessment and remediation, including management of private and public sector projects. His project experience includes site assessment, environmental construction and remediation, industrial, petroleum, sanitary, and hazardous waste investigation and treatment, operational and transactional audits, training programs, permitting, and multimedia field sampling.

Remediation technologies used include: vertical and deep horizontal recovery wells (trenched and directionally drilled), DNAPL recovery systems, dual-phase extraction systems, air sparge/soil vapor extraction, horizontal air sparge, dewatering and excavation, air stripping, adsorption, stabilization, in-situ chemical oxidation, surfactant enhanced bio-augmentation, and monitored natural attenuation.

### Project Experience

**Phase I ESAs / Phase II Site Assessments.** Served as Senior Project Manager/Technical Director on over 4,000 Phase I ESAs and Phase II site assessments, including Brownfields, RCRA, CRCLA, and UST sites, prepared in accordance with ASTM Designation: E 1527-00 and ASTM E 1903-97 for major clients throughout the southeast.

**Phase I/II Site Assessment/remediation Projects.** Project Manager/Director on over 402 Phase I ESAs and Phase II site assessments and remediation including UST sites throughout North Carolina.

**Phase I/II ASTM ESAs, Southeastern US.** Supervised and managed over 100 site assessments in Alabama, Georgia, Florida and South Carolina for a major Auto Parts Retailer and Distribution company. Activities include Phase I, Phase II ESA's, petroleum storage tank management services,

**EPA Hazardous, Petroleum Assessment, Contaminated Sites Inventory, Phase I/II ESA's, and Remedial Planning, City of Cocoa, FL.** As Cardno's Technical Director for the City of Cocoa's EPA Brownfields Hazardous and Petroleum Assessment Grant, Mr. Hagberg provides technical oversight and management of Cardno's site assessment and remediation consulting services. Activities included: identification of potentially impacted Brownfields sites, assessment of numerous contaminated petroleum sites within the downtown community redevelopment area. This approximately 1500 acre area has over 135 potentially contaminated sites.

**EPA Brownfields Hazardous Materials and Petroleum Assessments Grants, TCRPC.** Cardno is an ongoing Brownfields Redevelopment Consultant to the Treasure Coast Regional Planning Council. As Cardno's Technical Director Mr.

Hagberg has managed or provided technical oversight of petroleum/hazardous materials site assessments, storage tank/source removals and closures, programmatic support and inventories. Major projects completed under this task-order based contract to date include over a two dozed site assessments, storage tank assessment and source removal projects, landfill redevelopment feasibility study and redevelopment of a former waste water treatment plant into a municipal waterfront park.

**White Challis Redevelopment/City of Daytona Beach, Williams Square, Daytona Beach, FL.** Site Assessment Report and Historical Records Search, Daytona Beach, FL. Developed a site assessment work plan and Site Assessment Report (SAR) based on Recognized Environmental Conditions (RECs) identified at the site and previous investigation results throughout the site and surrounding area. The work plan was designed to update historical groundwater analytical data, to delineate the limited petroleum and solvent impacts to groundwater and soil that were reportedly encountered during previous investigations, and to determine if the impacts were related to historical on-site activities or were the result of releases from adjacent properties.

**Surfacewater Quality Analysis/Monitoring.** Activities included surface water sampling and chemical analysis of freshwater lakes, streams and wetlands, harbors, estuarine and coastal areas. Sampling activities included sediments for chemical analysis, grain size distribution, turbidity monitoring and nutrients.

- > Perdido Key, Pensacola
- > Santa Rosa Beach, Walton County Florida
- > Blind Pass, Treasure Island Florid
- > Destin Harbor, City of Destin
- > City Of Lynn Haven, Florida, WWTP
- > City of Jasper, WWTP Effluent Sampling and Treatment Wetland Monitoring
- > Hudson Bayou, City of Sarasota, Sarasota County
- > US Navy Gulf Home Porting Environmental Impact Statement, Various locations throughout Gulf of Mexico
- > Water Quality Sampling – Alligator Creek Watershed
- > Bayou Chico, Pensacola Bay

**NPDES W/Q Sampling and Dry Weather Screening, FL.** Implemented NPDES and turbidity screening and sampling program for several municipalities to satisfy the Storm Water Management Program Section in Part 2 of their National Pollutant Discharge Elimination (NPDES) Permit. Water quality assessments/turbidity screening has been completed for the following projects:

- |                      |                   |                         |
|----------------------|-------------------|-------------------------|
| > City of Clearwater | > Temple Terrace  | > Gulfport,             |
| > Oldsmar            | > Kenneth City    | > Redington Shores      |
| > St. Pete Beach     | > Madera Beach    | > Redington Beach       |
| > Seminole           | > Treasure Island | > North Redington Beach |

**Former Runyan Ship Repair, Bayou Chico, Pensacola, FL.** Technical Director for the completion of Brownfields Site Assessment Report (BSAR) and Brownfields Site Rehabilitation Agreement (BSRA) for this historic naval shipyard repair site. The contaminants at this site included heavy petroleum products, fuels, heavy metals, paints and solvents. Soil and groundwater assessment activities included the installation/sampling of over 40 shallow and deep nested wells due to the depth of the Sand and Gravel Aquifer system(s) located in the project vicinity.



# Sharon Niemczyk

## Summary of Experience

Ms. Sharon Niemczyk has experience in environmental sciences, coastal ecosystems. She has management and developed an expertise in regulatory review of coastal construction projects, and management of resource protection in accordance with the NEPA process. She has proven experience in planning and strategic positioning for targeted water and natural resources, ports, harbors and waterway projects. She advises clients on environmental resource protection measures, streamlined project approaches and regulatory guidance with additional focus on minimization of resource impacts, water quality protection measures and county wide dredging measures. She has successfully managed complex and multi-disciplinary projects and staff and performed other cross-functional activities required for consistent project success.

## Significant Projects

**Desalination Feasibility Study, Port St. Lucie, FL.** Regulatory Lead providing regulatory guidance, recommendations and agency/client education for the Port St. Lucie Desalination Feasibility Study. The study was to evaluate alternative water supply options for the City, with a focus on desalination. Coordinated a regulatory meeting to educate inter-agency staff about the project concepts and design. Achieved attendance by all lead and commenting agencies. Developed a recommended approach for streamlining the permitting process and environmental resource impact avoidance and minimization.

**Regulatory Division, USACE, Palm Beach Gardens, FL.** Senior Project Manager who performed regulatory review and permitting with the USACE responsible for the evaluation of all levels and types of permit applications and compliance cases for activities within the coastal watersheds, in waters of the United States. She evaluated and made permit recommendations for large-scale ocean construction projects such as transcontinental gas pipelines, beach nourishment, port expansions, hydro turbine projects and marinas. Provided expertise and knowledge of resource protection measures for marine biological resources and coral reef systems. She performed permit elements including conducting wetland surveys and delineations, seagrass verifications, developing mitigation agreements, permit specific conditions and coordinated inter-agency interaction to facilitate ecosystem management activities.

**Harborage Marina Project, Stuart, FL.** Permitting Lead responsible for planning and implementing a streamlined approach to the process of obtaining regulatory permits for three associated marinas, over 300 public and privately owned slips. The Marina development was a downtown, waterfront Community Redevelopment Area project. Permitting components consist of the bulkhead, dredging and spoil disposal areas, rebuilding portions of the marina under the state and federal Emergency Orders issued due to the hurricanes of 2004. These authorizations included state regulatory and proprietary authorizations, federal, and local authorizations. Additionally, assisting in implementing and designing the public signage and outreach components required for the regulatory authorizations, focusing on manatee awareness and safe boating.

### Current Position

Senior Environmental Consultant

### Years' Experience

15

### Joined Cardno

2010

### Education

- > BS, Marine Science, Florida Institute of Technology, 1996
- > Various Coursework, St. Francis University, PA, 1994

### Continuing Education and Certifications

- > (2) PROSPECT USACE training courses on Federal Regulations, 2002, 2003
- > Coastal Planning Course, USACE, 2003
- > Wetland Delineation, ID of Wetland Plants and Hydric Soils, FDEP, 2002, 2001
- > Grasses, Sedges, Rushes & Other Marsh Plants, SFWMD, 1999
- > USGS Water Quality Training, 1999
- > Scuba Advanced Certification, 1996



## Matt Lybolt, PhD

### Current Position

Senior Marine Ecologist

Years' Experience:  
18

Joined Cardno  
2017

### Education

2012 / PhD / Marine Ecology

2003 / MS / Biological Oceanography

1999 / BS / Biology

### Professional Registrations

American Academy of Underwater Sciences, AAUS / 1999-present

Australian Divers Accreditation Scheme, ADAS / 2007-2011

### Affiliations

International Society for Reef Studies / 1999-present

AAUS OM Diving Control Board Member / 2012-2017

### Education and Training

Marine Search and Rescue, Dive Rescue, First Responder

Species-level ID of Coral, Seagrass, Algae, and Other Invertebrates

### Summary of Experience

Dr. Matt Lybolt is a marine ecologist and scientific diver with experience working in the government, academia, and consulting. His expertise has focused on coral reef ecosystems, including resource management, permitting (as the proponent and trustee), and research with a strong background in benthic marine ecology, statistical analyses, coral reefs, and climate change. His career path reflects ongoing cycles between theory and application in the disciplines of coral reef ecology, mangrove and seagrass ecology, geomorphology, climate change, and beaches and coastal processes – particularly in the tropics and sub-tropics.

Dr. Lybolt is an accomplished technical writer including experience within the NEPA framework contributing to EIS, EA, BA-BO, EFH, and other technical documents; particularly in relation to ESA-species, monitoring, and mitigation. Prior to joining Cardno, Dr. Lybolt was a marine ecologist at Tetra Tech, a Sr. marine biologist at Coastal Planning and Engineering, Florida; a researcher at the University of South Florida; and a coral biologist at the Florida Fish and Wildlife Conservation Commission.

### Significant Projects

**Benthic Structure and Marine Resource Mapping, Marine Corps Base Hawaii (MCBH) Aerial Gunnery Study Area.** QA Director, Marine Biologist, Scientific Diver, Technical Writer. Cardno was contracted to conduct multi-level habitat mapping of an offshore gunnery range just outside Kaneohe Bay Hawaii. Maps will be developed using in-water remote sensing, satellite remote sensing, and extensive in-water ground truthing. Responsible for implementing the quality control and data management plans, for on-water and in-water data collection, and compilation.

**Environmental Assessment (EA) and Essential Fish Habitat Assessment (EFHA) for the Ocean of Things Program At San Diego, CA.** Subject matter expert for Marine Resources. Cardno was contracted to prepare an ESA, a finding of no significant impact (FONSI), EFHA, and associated supporting public review materials for this technology innovation project testing thousands of networked oceanographic sensors. Dr. Lybolt authored the EFHA and contributed peer review and technical editing to the EA's Marine Resources sections.

**Essential Fish Habitat Assessment and Environmental Impact Statement, Offshore-Onshore LNG Facility, Texas.** Subject matter expert for Marine Resources. Cardno was contracted to prepare Federal Energy Regulatory Commission application documents and Essential Fish Habitat Assessment. Dr. Lybolt contributed peer review and technical editing to the Essential Fish Habitat Assessment.



## John Bailey, PWS

### Current Position

Project Scientist

### Years' Experience

26

### Joined Cardno

1993

### Education

MS, Wetland Ecology  
/1994/ University of  
Florida

BS, Forest Resource  
Management /1986/  
Southern Illinois  
University

### Professional Registrations

Professional Wetland  
Scientist #763, Society  
of Wetland Scientists

24-hr HAZWOPER  
Training

MSHA Trainings

YMCA, Open Water  
Diver

PADI, Advanced Open  
Water Dive

PADI, Enriched Air  
Diver

Accomplished nature  
and underwater  
photographer

### Summary of Experience

Mr. Bailey is an expert in wetland delineation and ecology, and has extensive botanical knowledge of, and experience in, South and Central Florida ecosystems. His master's research at the Center for Wetlands at the University of Florida focused on assessing changes in wetland plant communities associated with cattle ranching and ditching. His project experience is in ecological assessments of wetlands and uplands, environmental permitting, wetland delineation, wetland mitigation design, photo interpretation and vegetation mapping, wetland hydroperiod assessment, data analysis, and listed species surveys.

### Project Experience

**Two Rivers Ranch Mitigation Bank, Hillsborough/Pasco, FL.** Project Scientist. Mr. Bailey is providing the environmental support for the permitting of an approximately 1500-acre mitigation bank. Permits for the bank are needed from both the USACE and SFWMD. Services provided include mitigation bank design, project coordination and oversight, preparation of permit application packages, response to requests for additional information, wetland delineations, listed species surveys, and UMAM analyses/credit determination.

**JED Landfill Expansion, FL.** Project Scientist. Mr. Bailey managed the state ERP and federal USACE wetland impact permitting of this 100-acre expansion of the existing Osceola Omni Waste Disposal Facility. This included a re-evaluation of the USACE wetland jurisdiction based on the Rapanos decision, UMAM assessment of on-site wetlands, and evaluation of the use of the expansion area by listed species, including the crested caracara and Florida grasshopper sparrow. Mitigation for impacts to wetland was provided via several mitigation banks.

**Cypress Creek Town Center, Pasco County, FL.** Project Manager. Mr. Bailey provided wetland delineation and wetland impact permitting support services for this 500-acre mixed commercial development. The project centers around a newly-created interchange on I-75 (SR 56), a regional commercial node. Both state and federal permits were obtained. Mitigation for wetland impacts required to construct the project was provided by designing and implementing a 250-acre upland and wetland restoration and enhancement.

**Omni Waste Disposal Site, Osceola County, FL.** Project Manager. Mr. Bailey provided wetland delineation and environmental permitting for a 264-acre waste disposal facility located on a 2,179-acre site in Osceola County, Florida. This large, complicated project involved many issues, including listed species, wetland impacts, alternative site analysis, re-hydration of ditched wetlands, and potential legal challenges. Mitigation for this site consisted of a 1,200-acre upland and wetland preservation area which required the drafting of a long-term management plan.



## PROJECT EXPERIENCE

### General Environmental – Treasure Coast Regional Planning Council

Cardno has assisted the Treasure Coast Regional Planning Council (TCRPC) in obtaining more than \$2.5 million in brownfields (environmental assessment and cleanup) grant funding since 2007. Cardno is currently TCRPC's environmental contractor for both their Brownfields Assessment and Brownfields Cleanup Revolving Loan Fund Programs. Cardno developed the TCRPC's Brownfields Program's Quality Assurance Management Plan and has provided environmental and brownfields support services through their program for the following counties and cities: West Palm Beach, Martin County, City of Fort Pierce, Village of North Palm Beach, Northwood Redevelopment Corporation, City of Pahokee, City of Riviera Beach, City of Boynton Beach, and City of Lake Worth. We have provided community awareness and involvement support through facilitating community workshops. Cardno has conducted over 40 EPA-funded Phase I & II Environmental Site Assessments (ESAs) and an area-wide Environmental Database inventory for TCRPC through their Brownfields Program. Cardno recently conducted assessment activities under TCRPC's ARRA (stimulus) Revolving Loan Fund Supplemental Grant.

#### Key Services Include:

- > Grant writing
- > Phase I/II ESAs
- > Brownfields Program Development
- > Environmental Remediation
- > Community Outreach and Education
- > Grant Programmatic Support
- > Property Identification and Inventory
- > Database Development/GIS Inventory
- > Health & Safety Plans
- > Redevelopment Concept Planning
- > Analysis of Brownfields Cleanup Alternatives
- > Interim Source Removal Plans

### Anchorage Park Redevelopment – Village of North Palm Beach, FL



Anchorage Park began as a mixed-use site occupied by an out-of-service wastewater treatment plant, water tower, dredge material piles and boat/RV parking. With 75% of the improvements funded by five agency grants, the site was transformed into one of the premier waterfront parks on the east coast of Florida.

Cardno provided site assessment and remediation services including Phase I & Phase II ESAs, quality assurance & programmatic support, lead & asbestos surveys, tank closure, and petroleum contaminated sludge removal. Through several public

involvement charrettes and a thorough evaluation of many site alternatives, Cardno developed a master plan for the park with a phased approach to match available funds.

#### The park Included:

- > Fishing Piers
- > Dog Park
- > Parking
- > Trails
- > Observation Areas
- > Fitness Stations
- > Volleyball
- > Open Play Areas
- > Boat Wash Areas
- > Restroom Facilities
- > Tennis
- > Amphitheatre Area
- > Gazebo/Stage
- > Seawall/Boat Ramp Upgrades
- > Playground Facilities



## Pahokee Plaza Redevelopment – Pahokee, FL

This project was completed with the use of EPA Assessment and Cleanup Revolving Loan Funds. For this project, Cardno removed arsenic-impacted soils and appurtenances related to a former underground tank farm and obtained site closure based on elevated arsenic in background soils, saving the City considerable money related to abating arsenic-impacted soils.

The City received a Site Rehabilitation Completion Order – (No Further Action Without Conditions) that allows this site to be utilized for future redevelopment including potential residential redevelopment under the Florida Brownfields Program (Chapter 62 -785 Florida Administrative Code).



## General Environmental Services – Edgewater, FL



Cardno is providing Environmental Brownfields Grant program management assistance and environmental oversight to the City of Edgewater. The City is located within the boundaries of the South Volusia Corridor Improvement Coalition (SVCIC). The SVCIC is also comprised of New Smyrna Beach and Oak Hill.

The SVCIC grant boundaries are aligned to the US1 corridor with the primary goals of providing targeted communities with jobs, access to health care and fresh foods, facilitating sustainable development, mitigating known environmental contamination, reducing blighted and vacant properties, and creating green space areas and other uses of underutilized properties.

Key Services Include:

- > Phase I/II ESAs
- > Brownfields Program Development
- > Environmental Remediation
- > Community Outreach and Education
- > Grant Programmatic Support
- > Property Identification and Inventory
- > Database Development/GIS Inventory
- > Health & Safety Plans
- > Redevelopment Concept Planning
- > Analysis of Brownfields Cleanup Alternatives

## Downtown Redevelopment – Boynton Beach, FL

Phase I/II ESAs were conducted to determine if impacts remained from the former petroleum storage/use locations within the study area. In addition, Cardno provided asbestos screening services and assisted with groundwater monitoring under the FDEP Petroleum cleanup program.

## Lake Worth Community Redevelopment – Lake Worth, FL

Cardno assisted the Lake Community Redevelopment Agency with Consulting Services for a \$200,000 Petroleum Assessment Grant. Cardno also assisted the City in obtaining an extension for EPA Region IV to complete a critical environmental assessment for a childcare facility in close proximity to a former municipal landfill.

Key Services:

- > Phase I/II ESAs
- > Geophysical Investigation
- > Community Outreach

## Former Fina Station on NW 5<sup>th</sup> Street – Belle Glade, FL

Cardno assisted Palm Beach County's Economic Development Office with a Preliminary Environmental Overview for identified Brownfields Economic Development Initiative (BEDI) areas in Belle Glade. The project had a very short turnaround to assist Palm Beach County in identifying potential environmental issues that could arise as part of redevelopment.

Phase I/II ESAs of a former gasoline and auto service station were conducted. Assessment included soil and groundwater sampling, geophysical survey, as well as removal of five underground storage tanks, requiring coordination with the County and FDEP. Key Services:

- > Site Characterization
- > Phase I/II ESAs
- > Redevelopment Services
- > Source Removal

## HD King Power Plant – Fort Pierce, FL

Cardno assisted the Ft. Pierce Redevelopment Agency (FPRA) and the Treasure Coast Regional Planning Council (TCRPC) at the former HD King power plant site as part of a downtown revitalization effort. Activities included Phase I ESAs (three separate parcels), Phase II ESAs, an Analysis of Brownfields Cleanup Alternatives, Quality Assurance Project Plans, a Community Relations Plan (CRP), Interim Source Removal (ISR) Plan and Report, EPA Toxic Substance Control Act (TSCA) work plan, petroleum storage tank removal, asbestos sampling and abatement, regulatory forensics to mitigate sovereign submerged lands and ecological impacts, and Site Assessment Reports. Approximately 453 tons of petroleum- and metals-impacted soils and appurtenances related to the former power plant, were removed during Interim Source Removal actions. Remediation was structured to maximize EPA Cleanup Grants and annual Voluntary Cleanup Tax Credits (VCTC) recovery. After initial subgrant funding from TCRPC was expended, Cardno assisted FPRA in securing three EPA Brownfields Cleanup Grants totalling \$600,000. This additional funding was utilized to continue remedial efforts prior to redevelopment and re-use of the site. All three parcels received SRCOs.



## Clyde Morris Landfill – Daytona Beach, FL

The primary objectives of the site assessment study were to confirm and accurately delineate free product within the subsurface, characterize overlying landfill materials, complete groundwater delineation, update groundwater data, and develop and implement a cost-effective remediation strategy. Extensive free product was delineated using TarGOST and bench scale testing for remediation using ISS and STAR, and deep excavation. Ongoing free product recovery and site monitoring is underway while funding for more aggressive remediation efforts is being evaluated.

## General Environmental Services – Palm Beach County, FL

Cardno provided brownfields support to Palm Beach County through TCRPC's prior EPA Brownfields Coalition Assessment Grant, where Palm Beach County was a Coalition Assessment Grant Partner. Through the Brownfields Assessment Coalition Grant, Cardno provided extensive environmental site assessment and remedial planning services to Palm Beach County for the Beach Town Square project, which required a Phase I ESA, Phase II ESA activities, and lead based paint, asbestos and indoor air quality surveys.

Additionally, Cardno has provided technical support to Palm Beach County through a General Environmental Services Contract.

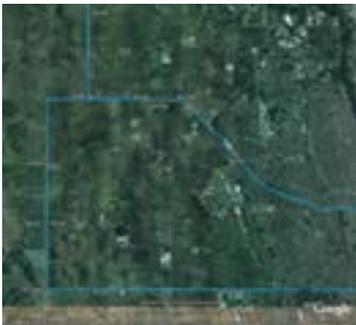
Cardno authored and assisted the County in obtaining a \$1.0 million EPA Brownfields Clean-up Revolving Loan Fund Grant and assisted in developing the Palm Beach County Brownfields Revolving Loan Fund Program. Through this program, brownfields clean-up revolving loan activities have been completed for the Northwood Redevelopment Catalyst Site. Cardno also provided assessment and clean-up of a former service station in South Bay, Florida through the Program.



### Key Services:

- > Overall program Management
- > Hazardous Assessment
- > Post Active Remediation Monitoring
- > Environmental Remediation
- > Other Brownfields Support Services
- > Grant Writing Assistance

## Estuary Tributaries Monitoring – St. Lucie, FL



Cardno was contracted to conduct surface water quality monitoring for the South Florida Water Management District (SFWMD) in the St. Lucie Estuary Basin at nineteen (19) representative stations. The scope of work included collection of biweekly surface water grab samples from the St. Lucie Estuary and to monitor specific conductance. Seventeen of the nineteen stations represented the estuary with two (2) stations monitored to compare each other for consistency purposes. Once Cardno was underway with the project, the scope was revised to include water quality monitoring at an additional twelve (12) stations for a total of 31 stations. The resultant was used to evaluate basin-wide land use influence on downstream surface waters.

Cardno performed biweekly collection of surface water grab samples, using a Niskin water sampler, for low nutrient parameters including TPO<sub>4</sub>, OPO<sub>4</sub>, TKN, NO, NH<sub>4</sub>. Collections occurred over 2 consecutive days. Water quality parameters were measured in situ concurrently using a YSI multi-parameter sonde. Calibrations of the YSI sonde were performed before going into the field each sampling day and post calibrations were performed when field staff returned. Samples and specific conductance were collected upstream of the flow control structures at a depth of 0.5 meters below the surface of the water, or if total depth was less than 1 meter then samples were collected at half of the total depth. No sample was collected if there was no flow or the water depth was less than 10 centimetres.



## South Bay Redevelopment – South Bay, FL

Cardno developed remedial options and assisted in ongoing groundwater monitoring for this former gas station. Cardno was tasked to accelerate clean-up on this site that is poised to be a new long-awaited restaurant for South Bay. Phase I/II ESAs and FDEP Site Assessment documents were completed.

## Seawall Code Revision – Treasure Island, FL

Cardno reviewed all existing ordinance for consistency and recommendations for modifications in accordance with the Pinellas County Water and Navigation Code and the City of Treasure Island Land Development Regulation. Update of definitions, review current seawall permit application package for process and procedures, evaluate and prepare illustrations for standards, setbacks and maximum heights and update LDR for relevant design standards and safety factor modifications.

## Wetlands and Biological Services – St. Lucie, FL

Cardno has been retained by Evans Properties, Inc. to assist with a water farming project named Ideal 1000 Grove Tract Water Farming. The project consists of ±975 acre parcel located in St. Lucie County, Florida. The project contemplates the withdrawal of water from the regional drainage system; detention and treatment of the water; then discharge of the water back to the regional system. Cardno performed work consisting of the documentation of the existing site conditions to serve as a baseline should the proposed water farming activities be discontinued in favor of agricultural land uses. Cardno has worked with the Natural Resources Conservation Services (NRCS) to obtain site approvals of the wetland delineation and any observed listed species that may use the property.

Cardno has conducted a listed species survey on the project site. Ecologists recorded all sightings and signs (e.g., tracks, scat) of wildlife observed within the project site. All habitats were surveyed in accordance with the Florida Wildlife Conservation Guide as developed by the US Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and Florida Natural Areas Inventory (FNAI). These surveys documented the occurrence and relative abundance of species considered Endangered, Threatened, or of Special Concern by the USFWS under 50 CFR 11-12 or the FFWCC under Chapter 68A-27 F.A.C. that are known to occur in the region. Cardno also conducted a desktop wetland assessment and in person wetland delineation. Cardno prepared a report of findings. We prepared the necessary UMAM forms and analysis of all on-site wetlands proposed to be impacted and potential mitigation adequate to compensate for the functions lost as a result of the project.

Cardno assisted Evans Properties with the preparation of the federal permit application for the US Army Corps of Engineers (USACE). Cardno completed a cultural resource desktop study of the project area that included a search of all current Florida Master Site File GIS layers for previously recorded archaeological and historic resources within and nearby the project area. We prepared pertinent information from topographic maps, soils data, property appraiser records, historic plat maps, and historic aerial photographs and any archaeological sites or historic structures within the project area.

### Key Services:

- |                                 |                         |                                   |
|---------------------------------|-------------------------|-----------------------------------|
| > Permitting and Site Approvals | > Listed Species Survey | > Cultural Resource Desktop Study |
| > Wetlands Delineation          | > UMAM Forms            | > GIS                             |

Professional Environmental  
Consulting Services  
RFQ No. 2020-101

**TAB 3:**

**PRICE PROPOSAL  
AND FORMS**



**PART 5 – FORMS**  
**PRICE PROPOSAL FORM**

Position	Hourly Rate
Brownfields Manager	\$145
Brownfields Specialist	\$120
Clerical	\$80
Designer	\$110
Engineer	\$130
Engineer Intern/Ecologist	\$120
Environmental Scientist/Geologist	\$85
Field Technician	\$80
GIS Specialist	\$95
Landscape Architect	\$125
Planner	\$110
Principal	\$290
Project Director	\$205
Project Engineer	\$145
Project Manager	\$145
Senior Designer	\$130
Senior Engineer/Hydrogeologist/Ecologist	\$170
Senior Environmental Technician	\$110
Senior Field Technician	\$90
Senior GIS Specialist	\$145
Senior Landscape Architect	\$170
Senior Planner	\$155
Senior Project Manager	\$165

Cardno's preferred payment method is not by VISA; however, Cardno has previously accepted payment by the City of Stuart's Purchasing Card (VISA). If the City wishes to continue paying via VISA, your Cardno Project Manager will seek approval for this payment method.

## Equipment Rate Schedule

Equipment	\$/Day	\$/Week	\$/Month
Conductivity meter, pH meter and thermometer (set)	24.82	99.28	297.84
Data logger with transducers	164.73	658.92	1976.76
Dissolved oxygen meter	37.38	149.52	448.56
Expendables <sup>1</sup>	73.55	294.20	882.60
Flame Ionization Detector (FID)	131.75	527.00	1581.00
Generator (75% usage)	64.34	257.36	772.08
Hand auger	11.04	44.16	132.48
Mobile Shop Truck <sup>2</sup> or truck & Mobile Shop Trailer <sup>2</sup> (w/fuel) (for In-House Remedial Action Construction)	245.33	981.32	2943.96
Modified level D per person	14.10	56.40	169.20
Oil-water probe	41.99	167.96	503.88
Per diem per person (if traveling)	128.71	514.84	1544.52
Pump	36.76	147.04	441.12
Soil sampling devices	36.76	147.04	441.12
Survey equipment set	45.36	181.44	544.32
Teflon bailer for well install	7.35	29.40	88.20
Teflon bailers (6)/Tubing for sampling	44.10	176.40	529.20
Turbidity meter	36.76	147.04	441.12
Vehicle (w/fuel)	91.93	367.72	1103.16
Water level indicator	12.86	51.44	154.32

### <sup>1</sup>Expendables

The items listed below are included under the heading of “expendables.” Although many of these items are not expendable in the sense that you use them once and then throw them away, these items are indicative of the numerous small and inexpensive items that are frequently used while conducting field work. Expendables are only charged when used (i.e. sampling, well installations, and remedial action).

The list of frequently used expendables includes the following:

Absorbent pads	Galvanized wash tubs	Rake
Alconox	Garbage cans and bags	Sample labels
Aluminum foil	High pressure air line	Sample preservatives
Asphalt/concrete patching material	Ice and vermiculite packing	Shovel
Bailer twine	LEL filters	Soil sample jars
Calibration gases & standards	Liquid hand soap	Spray paint
Camera and film	Liquinox soap	Sprayer bottles
Cleaning brushes	Nitrogen gas	Step ladder
DI water	Nitril gloves	Stainless steel buckets/bowls
Drop cloths	Paper towels	Survey tape
Dry ice	Particulate filter	Tedlar bags
Duct tape	pH paper	Thermometer
Electrical engineers tool kit	Pick axe	Tool kit
Extension cords	Plastic buckets	Traffic cones
Fire extinguishers	Plastic sheeting	Transfer pipette
First aid kits	Post hole digger	Tubing - plastic/Tygon/garden hose
Flashlight	Pry bar	Well caps/locks/ties (replacement)
Fuel for light duty tools/equipment	PVC fittings	

## Equipment Rate Schedule

### MOBILE SHOP/TRAILER

Below are the general contents of the Mobile Shop (Truck or Trailer). The items listed are not all inclusive, but do represent the minimum items included in the Mobile Shop category. When the Mobile Shop is used, the items listed below are not to be billed separately.

Small Tools	Large Tools
Aux. Fuel Tank & Transfer Pump	Air Compressor – Electric (w/hoses)
Bull Float	Cement Finisher
Cement Finishing Kit	Cement Mixer
Chainsaw - Gas Powered	Compactor
Chop Saw - Electric	Concrete/Metal Saw - Gas Powered
Circular Saw - Electric	Generator – Small (5-10 KW)
Drill – Electric or 18V - 1/2"	Jackhammer
Electric Power Inverter - 3KW	Pressure Washer - Gas Powered (w/hoses)
Extension Ladder	Trash Pump - Gas Powered (w/hoses)
Extension Cords - Heavy Duty	
Framing Nailer	
Fuel for Light Duty Tools/Equip	
Grinder	
Hammer Drill - Electric 1"	
Heat Gun	
LEL/Explosimeter	
Reciprocating Saw - Electric	
Right Angle Drill - Electric 1/2"	
Ropes/Cables/Straps	
Step Ladder	
Survey Equipment	
Wet/Dry Vac - Industrial	

**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  
Steven P. Howarth, PE  
(Individual's Name)

Of  
Cardno, Inc.  
\_\_\_\_\_  
(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.

November 20, 2019  
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:

Cardno, Inc.

Company Name

  
Signature

Steven P. Howarth, PE

Name and title (Print or Type)

November 20, 2019

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.

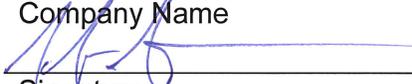
The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research,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

Cardno, Inc.  
Company Name

  
Signature

Steven P. Howarth, PE  
Name and title (Print or Type)

November 20, 2019  
Date



## LICENSES

### State of Florida Department of State

I certify from the records of this office that CARDNO, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 9, 2011.

The document number of this corporation is F11000004930.

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 March 20, 2019, and that its status is active.

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

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



*Randy Be*  
Secretary of State

Tracking Number: 8589622306CU

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

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

Ron DeSantis, Governor



STATE OF FLORIDA



BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**CARDNO, INC.**  
380 PARK PLACE BLVD  
SUITE 300  
CLEARWATER, FL 33759

LICENSE NUMBER: CA29915  
EXPIRATION DATE: FEBRUARY 28, 2021  
Always verify licenses online at MyFloridaLicense.com



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This is your license. It is unlawful for anyone other than the licensee to use this document.

RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE GEOLOGY BUSINESS HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

**CARDNO, INC.**  
380 PARK PLACE BLVD  
SUITE 300  
CLEARWATER, FL 33759

LICENSE NUMBER: GB768  
EXPIRATION DATE: JULY 31, 2020  
Always verify licenses online at MyFloridaLicense.com



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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Foreign Profit Corporation  
CARDNO, INC.

### Filing Information

<b>Document Number</b>	F11000004930
<b>FEI/EIN Number</b>	45-2663666
<b>Date Filed</b>	12/09/2011
<b>State</b>	DE
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	07/24/2014
<b>Event Effective Date</b>	NONE

### Principal Address

10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Changed: 03/20/2019

### Mailing Address

10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Changed: 03/20/2019

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

### Officer/Director Detail

#### **Name & Address**

Title Director, Treasurer

Picard, Jenifer  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Director

Reisbord, Susan  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title VP

Clay, Steve  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title VP

De Hayr, Luke  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Secretary, VP

Guynn, Julia  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title VP

Howarth, Steve  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title President, Director

Lairscey, Lance  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title VP

Lancioni, Mike  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title VP

McPherson, Brian

10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title VP

Procopio, Joseph  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title VP

Snyder, Craig  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title VP

Thach, Gretchen  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Hill, Andrew  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Dimarino, Tony  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Ryan, Sally  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Feddock, John  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Bix, Travis  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Douglass, James Lloyd  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

O'Connell, Joseph  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Clauson, Sean  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Asst. Secretary

Richter, Anngie  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Tyler, Robert  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Dickey, William  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Peck, Stephen

10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Thie, Daryl  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Hill, Deborah  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Stoker, Douglas  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Hudgins, Stephanie  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Furukawa, Keith  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Woods, Michael  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Ramsey, Robert  
10004 Park Meadows Drive  
Suite 300  
Lone Tree, CO 80124

Title Assistant Vice President

Arcand, Lawrence  
 10004 Park Meadows Drive  
 Suite 300  
 Lone Tree, CO 80124

Title Assistant Vice President

Bourgeois, Matthew  
 10004 Park Meadows Drive  
 Suite 300  
 Lone Tree, CO 80124

Title Assistant Vice President

Herbert, James  
 10004 Park Meadows Drive  
 Suite 300  
 Lone Tree, CO 80124

Title Assistant Vice President

Picha, Michael  
 10004 Park Meadows Drive  
 Suite 300  
 Lone Tree, CO 80124

Title Assistant Vice President

Mason, Clyde  
 10004 Park Meadows Drive  
 Suite 300  
 Lone Tree, CO 80124

**Annual Reports**

Report Year	Filed Date
2018	04/02/2018
2019	03/20/2019
2019	06/07/2019

**Document Images**

<a href="#">06/07/2019 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/02/2018 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/24/2018 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/02/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/01/2017 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/06/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/15/2016 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

<a href="#">01/12/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/22/2015 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/30/2015 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/22/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/24/2014 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">06/24/2014 -- Merger</a>	<a href="#">View image in PDF format</a>
<a href="#">03/12/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/29/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/27/2012 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/09/2011 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations

Professional Environmental  
Consulting Services  
RFQ No. 2020-101

**TAB 4:  
INSURANCE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/10/2019

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 8662837122      FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Cardno, Inc. 10004 Park Meadows Drive Suite 300 Lone Tree CO 80124 USA	<b>INSURER A:</b> Zurich American Ins Co      NAIC # 16535	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570077476489**      **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Per Project Agg \$2M  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL0018396104	06/30/2019	06/30/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0183962-04	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			wc018396004	06/30/2019	06/30/2020	<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

Certificate No : 570077476489

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Stuart is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Stuart 121 SW Flagler Ave. Stuart FL 34994 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Southwest, Inc.</i>





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cardno, Inc.	
POLICY NUMBER See Certificate Number: 570077476489			
CARRIER See Certificate Number: 570077476489	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**CARDNO NAMED INSUREDS**

Cardno ChemRisk, LLC.  
 Cardno EM-Assist, Inc.  
 Cardno Emerging Markets USA, Ltd.  
 Cardno ENTRIX  
 Cardno ERI  
 Cardno GS, Inc.  
 Cardno Haynes whaley, Inc.  
 Cardno JFNew  
 Cardno MMA  
 Cardno NC, Inc.  
 Cardno TBE (AZ)  
 Cardno TBE (FL)  
 Cardno TBE; TBE Group, Inc.  
 Cardno TEC, Inc.  
 Cardno USA, Inc.  
 Cardno WRG, Inc.  
 Cardno WRG, Inc. dba WRG Designs Inc.  
 Cardno, Inc (OR)  
 Cardno, Inc. (TX)  
 Cardno, Inc. (FL)  
 Cardno (MI), Inc.  
 Cardno PPI Engineering & Construction, Services LLC., PPI Technology Services, LLC., PPI Quality & Asset Management, LLC., and its Affiliated Companies  
 Ensignt Haynes whaley, LLC  
 Entrix Inc. dba Cardno Entrix  
 Environmental Resolutions, Inc.  
 ES NY Engineering, P.A. PC.  
 J.F. New & Associates, Inc.  
 JFNew  
 TBE Group, Inc. (Adden)  
 TBE Group, Inc. dba: Cardno TBE  
 TBE Group, Inc., Cardno TBE  
 TBE Professional Services, PLLC  
 WRG North Carolina PLLC

Professional Environmental  
Consulting Services  
RFQ No. 2020-101

**TAB 5:  
OTHER  
INFORMATION**





## OTHER INFORMATION

### Grant Writing

As a value-added service, Cardno provides grant writing to help turn conceptual plans into reality. For EPA Brownfields Assessment and Cleanup Grants, we will provide grant writing to you pro-bono. Cardno has helped clients receive more than \$125M in grants and incentives, fostering redevelopment projects for both private and public sector clients. Our grant and incentive specialists have the ability to:

- > Identify grant/incentive opportunities tailored to your project
- > Prepare quality application packages
- > Utilize our local, state, and federal network of regulatory grant contacts
- > Monitor your project and prepare necessary grant progress reports
- > Help you maintain compliance with grant criteria



### References

Please feel free to contact the individuals below for a reference.

- 
- |   |  |
|---|--|
| 1. Treasure Coast Regional Planning Council<br><i>Stephanie Heidt</i> | General Environmental/Brownfields Services & Grant Writing<br>301 E. Ocean Blvd., Suite 300<br>Stuart, FL 34994<br>772.221.4060<br>sheidt@tcrpc.org                |
| <hr/>   |  |
| 2. Palm Beach County, FL<br><i>Carol Thompson</i>                     | General Environmental/Brownfields Services & Grant Writing<br>301 N. Olive Ave.<br>West Palm Beach, FL 33401<br>561.233.3674<br>cthompson@pbcgov.org               |
| <hr/>   |  |
| 3. Manatee County, FL<br><i>Ivan Groom</i>                            | General Environmental/Brownfields Services & Grant Writing<br>1112 Manatee Ave. West, Suite 300<br>Bradenton, FL 34205<br>941.742.5848<br>ivan.groom@mymanatee.org |
-



### Local, Small, and Minority-owned Subconsultants

We are committed to supporting the local economy in the City of Stuart and Martin County. When possible, we have selected local, minority, women, service-disabled, veteran-owned, and/or diverse specialty subcontractors to support this contract. This not only supports the local economy, but keeps costs low.

For this contract, we propose to use the following specialty subcontractors:

---

#### Betsy Lindsey, Inc.

Surveying and Mapping  
*Certified MBE/WMBE*

#### Office Location

7997 SW Jack James Dr  
Stuart, FL 34997  
772.286.5753

---

#### Jupiter Environmental Laboratories, Inc.

Environmental Laboratories  
*Certified WBE/SBE*

#### Office Location

150 S. Old Dixie Highway  
Jupiter, FL 33458  
561.575.0030

---

#### Wombat Environmental LLC

Environmental Drilling  
*Certified MBE*

#### Office Location

1025 SE Salerno Rd  
Stuart, FL 34997  
772.289.9002

---

Cardno provides better value to our clients by competitively procuring any necessary services on a project-by-project basis, and then providing effective management of the subcontracted firms such that Cardno remains ultimately responsible to the client for all work performed.

Depending on the task assignment, Cardno will identify specialty subconsultants as needed with approval from the City.

Professional Environmental  
Consulting Services  
RFQ No. 2020-101

**TAB 6:  
ADDENDA**





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 formulated 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.

Leslie Cleveland  
Signature

Cardno, Inc.  
Firm

November 18, 2019  
Date

leslie.cleveland@cardno.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.

### **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.

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### **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.

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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.

### **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.

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### **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.

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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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### **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](mailto: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 formulated 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.

Leslie Cleveland  
Signature

Cardno, Inc.  
Firm

November 18, 2019  
Date

leslie.cleveland@cardno.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.

### **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.

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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



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement Division  
[purchasing@ci.stuart.fl.us](mailto: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](mailto: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 3<sup>rd</sup> 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](mailto: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](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](mailto: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:

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Company Name

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Signature

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Name and title (Print or Type)

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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.

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Company Name

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Signature

---

Name and title (Print or Type)

---

Date





AGENCY CUSTOMER ID: 570000051836

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cardno, Inc.	
POLICY NUMBER See Certificate Numbe 570079570722			
CARRIER See Certificate Numbe 570079570722	NAIC CODE	EFFECTIVE DATE	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**CARDNO NAMED INSUREDS**

Cardno ChemRisk, LLC.  
 Cardno EM-Assist, Inc.  
 Cardno Emerging Markets USA, Ltd.  
 Cardno ENTRIX  
 Cardno ERI  
 Cardno GS, Inc.  
 Cardno Haynes Whaley, Inc.  
 Cardno JFNew  
 Cardno MMA  
 Cardno NC, Inc.  
 Cardno TBE (AZ)  
 Cardno TBE (FL)  
 Cardno TBE; TBE Group, Inc.  
 Cardno TEC, Inc.  
 Cardno USA, Inc.  
 Cardno WRG, Inc.  
 Cardno WRG, Inc. dba WRG Designs Inc.  
 Cardno, Inc (OR)  
 Cardno, Inc. (TX)  
 Cardno, Inc. (FL)  
 Ensignt Haynes whaley, LLC  
 Entrix Inc. dba Cardno Entrix  
 Environmental Resolutions, Inc.  
 ES NY Engineering, P.A. PC.  
 J.F. New & Associates, Inc.  
 JFNew  
 TBE Group, Inc. (Adden)  
 TBE Group, Inc. dba: Cardno TBE  
 TBE Group, Inc., Cardno TBE  
 TBE Professional Services, PLLC  
 WRG North Carolina PLLC