

TASK ORDER No. 13

Dated this _____ day of _____, 2013

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

FORT LAUDERDALE EXECUTIVE AIRPORT PARCEL D – MITIGATION MONITORING YEARS 2 - 5

PROFESSIONAL SERVICES

Describing a specific agreement between the City of Fort Lauderdale (CITY) and Miller, Legg & Associates, Inc. (CONSULTANT) in accordance with terms of the agreement for General Environmental Engineering Consultant Services dated August 23, 2011 between CITY and CONSULTANT ("MASTER AGREEMENT") and amended and extended to August 22, 2013 by City Commission approval at its meeting on May 15, 2012.

PROJECT BACKGROUND

Per Broward County Environmental Protection and Growth Management Department (BCEPGMD) Environmental Resource License No. DF03-1116 and in accordance with South Florida Water Management District (SFWMD) Broward County Specific Conditions, paragraph 35 g., a time zero report and quarterly monitoring reports are required for a period of five (5) years for the monitoring of the above Parcel D, located at NW 66th Street and NW 12th Avenue (Exhibit 1). A time zero report and one (1) year of quarterly monitoring reports were provided to BCEPGMD during the initial clearing and mitigation of the property. Both the time zero report and the four monitoring reports were deemed acceptable by the County in determining compliance with the permit. Under this scope of services, CONSULTANT shall provide the monitoring required for the wetlands mitigation to measure and demonstrate compliance with the permits for the remaining years 2 through 5.

SPECIFIC SCOPE OF SERVICES AND DELIVERABLES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Task 1 Parcel D Mitigation Monitoring – CONSULTANT shall visit the Project site, photograph the wetland mitigation areas that have been created as part of this project, perform statistical measurements and vegetative sampling, and prepare a monitoring report in accordance with the criteria listed in paragraph 35g of the Environmental Resource License DF03-1116, and submit the report to the BCEPGMD. This includes sixteen (16) quarterly reports for a period of four (4) years. The total number of reports to be submitted under this task is sixteen (16).

Task 2 Miscellaneous Coordination for Compliance and Closeout – CONSULTANT shall coordinate with the maintenance contractor and/or agency personnel, as necessary, in order to expedite ongoing treatment by the contractor to areas which have shown a resurgence of invasive species and participate in any field visits that may be required pertaining to the maintenance phase compliance of Parcel D. At the conclusion of the monitoring requirements, CONSULTANT shall coordinate with Broward County for written documentation of compliance and completion and closeout of the quarterly monitoring requirements.

Deliverables:

Deliverables for this project shall consist of the following:

- Sixteen (16) – quarterly monitoring reports – in PDF format.
- Will be submitted to required agencies by CONSULTANT on a quarterly basis.

PROJECT ASSUMPTIONS

The permits that will be the subject of this monitoring include Broward County Environmental Protection and Growth Management Department (BCEPGMD) – Surface Water Management License No. SWM2003-057-2 and Environmental Resource License DF03-1116 and BCEPD License TP10-1011; South Florida Water Management District (SFWMD) Consent Agreement – CON 24-06-04; and pending US Army Corps of Engineers (USACE) permit.

CITY'S RESPONSIBILITIES

City shall provide access to site.

ADDITIONAL SERVICES

If authorized in writing by the CITY as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain from others, Additional Services of the types listed in Article 8 of the Master Agreement. The CITY, as indicated in the Master Agreement, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 and 2 within fifty-two (52) months of written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the CITY's discretion and may be contingent upon the CITY receiving funding from the Airport's Capital Improvement Program, and work shall not begin until funding sources for this project are in place.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. Reimbursable expenses associated with these services are not included in the fees and will be itemized separately, subject to an established Not-to-Exceed limit. The total hourly rates payable by the CITY for each of CONSULTANT's employee categories, reimbursable expenses and sub-consultant fees are shown on Exhibit "A" attached hereto and made a part hereof.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task	Task Title	Labor Fees	Total
		Consultant	
1	year 2 quarterly reports (4)	\$ 8,300.00	\$ 8,300.00
	year 3 quarterly reports (4)	\$ 8,300.00	\$ 8,300.00
	year 4 quarterly reports (4)	\$ 8,300.00	\$ 8,300.00
	year 5 quarterly reports (4)	\$ 8,300.00	\$ 8,300.00
2	Contractor coord & closeout	\$ 9,780.00	\$ 9,780.00
TOTAL			\$ 42,980.00

The total number of hours for the project is (364) for CONSULTANT.

CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to AcctsPayable@FortLauderdale.gov. All other correspondence and submittals should be directed to the attention of Fernando Blanco, Airport Engineer, at the address shown below. **Please be sure that all correspondence refers to the City project number and title as stated above.**

City of Fort Lauderdale
City Hall, 4th Floor Engineering
100 North Andrews Avenue
Fort Lauderdale, FL 33301

CONSULTANT CONTACTS

Miller Legg & Associates, Inc.
5747 North Andrews Way
Fort Lauderdale, FL 33309
Dylan Larson, PWS, CEP
Email: dlarson@millerlegg.com
Phone: 954-436-7000
Fax: 954-436-8664

CLOSURE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal corporation
of the State of Florida:

By _____
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

JONDA K. JOSEPH, City Clerk

Approved as to form:

CARRIE L. SARVER
Assistant City Attorney

WITNESSES:

Marna Hannwacher

MARNA HANNWACHER

Print Name

Patricia A. Legue

PATRICIA A. LEGUE

Print Name

MILLER, LEGG & ASSOCIATES, INC.,
A Florida Corporation

By: [Signature]

Name: Dylan Larson

Title: Principal

(CORPORATE SEAL)

ATTEST:

By: [Signature]

Name: MICHAEL D. KROLL

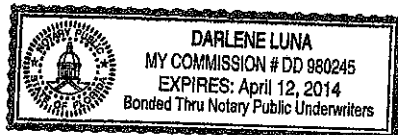
Title: SECRETARY

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 30th day of January, 2013
by Dylan Larson and Michael D. Kroll as Principal and
Secretary respectively, of Miller, Legg & Associates, Inc, on behalf of the corporation.
They are personally known to me and did not take an oath.

(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

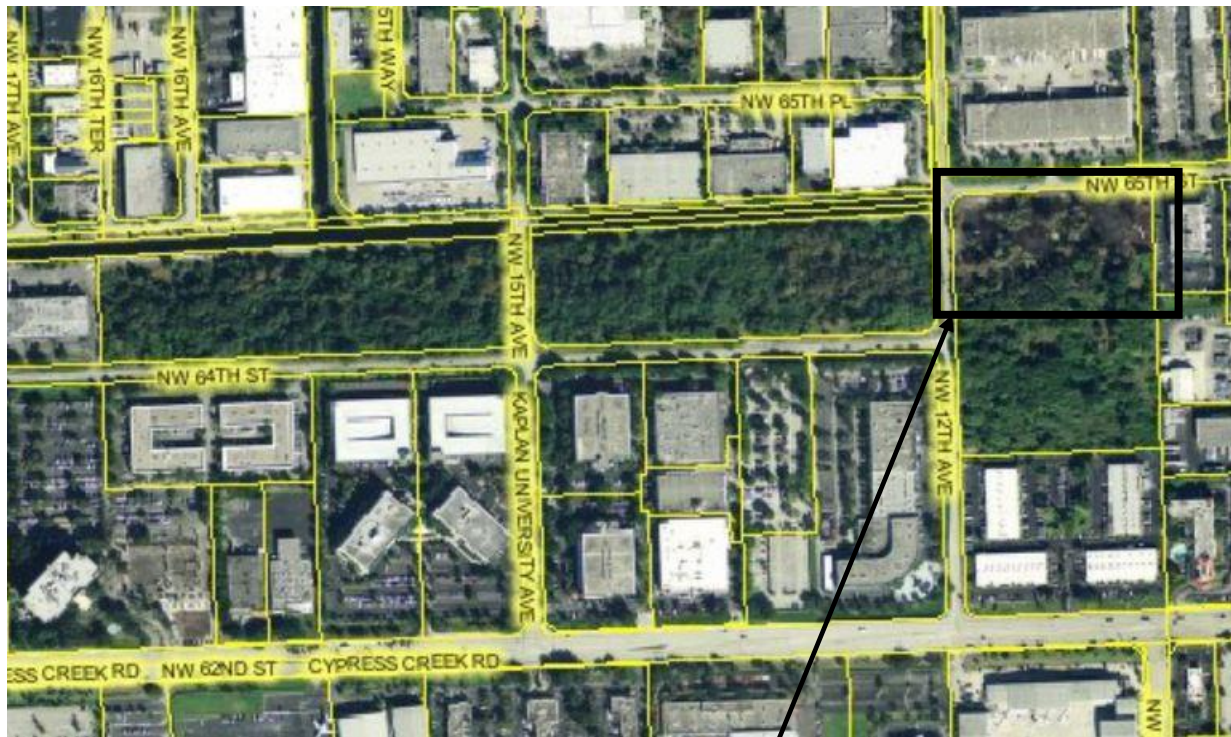


Name of Notary Typed, Printed or Stamped

My Commission Expires

Commission No.

EXHIBIT 1



Project Location

EXHIBIT A
FEE SCHEDULE

A. Fee Schedule

CONSULTANT

Fee Schedule								Total Hours	Labor Cost (\$)
Labor Category		Principal		Proj Bio		Admin			
Percent Utilization		13%		85%		2%			
Labor Rate		\$180.00 /hr		\$115.00 /hr		\$55.00 /hr			
Task No	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)		
1	Year 2 Quarterly Reports (4)	4	\$ 720.00	64	\$ 7,360.00	4	\$ 220.00	72	\$ 8,300.00
	Year 3 Quarterly Reports (4)	4	\$ 720.00	64	\$ 7,360.00	4	\$ 220.00	72	\$ 8,300.00
	Year 4 Quarterly Reports (4)	4	\$ 720.00	64	\$ 7,360.00	4	\$ 220.00	72	\$ 8,300.00
	Year 5 Quarterly Reports (4)	4	\$ 720.00	64	\$ 7,360.00	4	\$ 220.00	72	\$ 8,300.00
2	Contractor Coord & closeout	16	\$ 2,880.00	60	\$ 6,900.00		\$ -	76	\$ 9,780.00
Totals		32	\$ 5,760.00	316	\$ 36,340.00	16	\$ 880.00	364	\$ 42,980.00