

## **TASK ORDER No. 16**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013

### **FORT LAUDERDALE PUBLIC WORKS DEPARTMENT**

### **FORT LAUDERDALE EXECUTIVE AIRPORT PARCEL 21B NATIVE VEGETATION PROTECTION AND TREE INVENTORY**

#### **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, and extended to August 22, 2014 by City Commission approval on February 19, 2013.

#### **PROJECT BACKGROUND**

Parcel 21B is an approximately 6 acre undeveloped parcel located at the Fort Lauderdale Executive Airport (Exhibit 1). This parcel is available for development purposes, however, it has been designated as Natural Resource Area (NRA) 70 by Broward County. This NRA designation requires additional coordination with Broward County to identify the most critical habitat on-site and designate for preservation rather than just individual trees. The CITY desires to advance the development potential of the parcel by identifying protected tree species and obtaining appropriate tree removal/ relocation permits from Broward County Environmental Protection and Growth Management Department (BCEPGMD) and/or the City of Fort Lauderdale. The CITY desires to also clear some of the exotic overgrowth to aid in proper management of the site, discourage transient occupation of the site, and to facilitate the tree inventory for permitting purposes. Due to the extensive overgrowth of exotic vegetation, the site is proposed to be cleared of exotic vegetation by the CITY with appropriate oversight from a qualified biologist/arborist to identify and prevent any accidental or intentional removal of native vegetation during this initial exotic clearing stage. Following the exotic plant species clearing, a native tree inventory shall be conducted for the purposes of determining preservation and permit requirements.

#### **SPECIFIC SCOPE OF SERVICES AND DELIVERABLES**

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

**Task 1 Parcel 21B Native Vegetation Protection Observation & County Letter of Authorization –** CONSULTANT shall obtain the required letter of authorization from BCEPGMD for advanced clearing work of exotic vegetation within an NRA. CONSULTANT shall provide observation of the CITY's clearing contractor during removal of the exotic vegetation and appropriate understory. Clearing efforts are anticipated to take 3 to 4 weeks. Observation will include identification of native vegetation for the clearing contractor to avoid, flagging as necessary, and preparation of daily reports to document the activity for compliance and reporting purposes.

**Task 2 Tree Inventory & Resource Map –** When the exotic vegetation has been sufficiently cleared, CONSULTANT shall conduct a tree inventory of the native vegetation that is adequate for permitting purposes. This shall include species, location, DBH, and quality of tree. Any native groundcover such as saw palmetto will be defined as a grouping to be included in the Resource Map. Tree inventory will identify trees that meet the criteria of 3" DBH and

other native shrub or groundcover that may constitute a protected resource by Broward County.

**Task 3 Tree Removal Permit Application** – CONSULTANT shall process an application through BCEPGMD – Tree Preservation Section for a tree removal permit that will result in the identification of the Natural Resource Area to be preserved. This NRA preservation area will require negotiations with the COUNTY as to size and shape of preservation. CONSULTANT shall meet with CITY to determine the relocation or mitigation desire for the development of the parcel in relation to a potential preservation area. In addition, CONSULTANT shall meet with CITY permitting officials for obtaining a tree removal permit. Since the development of the parcel has no identified site plan at this time, the CITY may decide to not complete the permitting process with the COUNTY or CITY, if the full development potential may be restricted. CONSULTANT shall prepare mitigation calculations and table summarizing the tree inventory and anticipated preservation, removal and relocation disposition of the trees for the permit application.

**Deliverables:**

Deliverables for this project shall consist of the following:

- Letter of Authorization from County for exotic plant species clearing in the parcel.
- Tree Inventory and resource map, PDF.
- Tree Removal Permit Application.

**PROJECT ASSUMPTIONS**

The tree resources on this property are jurisdictional to Broward County and the City of Fort Lauderdale. The City will engage a contractor to clear the exotic vegetation with appropriate qualifications, equipment and experience to work in an environmentally sensitive area. Specifications, plan development, other permitting, native vegetation removal observation, if required, is not included in this scope.

**CITY'S RESPONSIBILITIES**

CITY shall provide access to site, clearing contractor and any necessary permit fees. CITY shall provide and coordinate procurement for clearing contractor with appropriate restrictions of working in an environmentally sensitive area by hand or small equipment. CITY shall provide any necessary survey location / stakeout of property boundaries. CITY shall provide boundary survey information in digital (AUTO Cadd Format). CITY shall provide for payment of any required permit and/or mitigation fees. CITY shall provide preparation of sketch and legal descriptions for the preservation area that will be required for the conservation easement, as well as any necessary processing of the conservation easement and legal support.

**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 through 3 within five (5) 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	
		Consultant	Total
1	LOA/Native veg. protection obs / reports	\$ 18,590.00	\$ 18,590.00
2	Tree Inventory / Map	\$ 4,060.00	\$ 4,060.00
3	Tree Permitting / county & city	\$ 15,810.00	\$ 15,810.00
TOTAL			\$ 38,460.00

### **CITY CONTACTS**

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to [AcctsPayable@FortLauderdale.gov](mailto: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, 4<sup>th</sup> 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](mailto:dlarson@millerlegg.com)  
Phone: 954-436-7000  
Fax: 954-436-8664

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**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:

Patricia A. Legge

PATRICIA A. LEGGE

Print Name

MARINA HANNWACHEN

MARINA HANNWACHEN

Print Name

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

By: [Signature]

Name: MICHAEL D. KROLL

Title: VICE PRESIDENT/SECRETARY

(CORPORATE SEAL)

ATTEST:

By: [Signature]

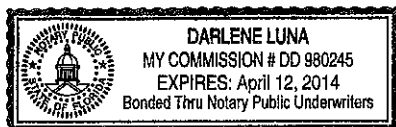
Name: Dylan Larson

Title: Principal

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 2nd day of JULY, 2013  
by Michael D. Kroll and Dylan Larson as Vice President/Secretary and  
Principal 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)

Darlene Luna  
Name of Notary Typed, Printed or Stamped

My Commission Expires

Commission No.

## EXHIBIT 1



#### Project Location

## A. Fee Schedule

CONSULTANT

Fee Schedule								Total Hours	Labor Cost (\$)
Labor Category		Principal		Proj Bio		Admin			
Percent Utilization		27%		71%		2%			
Labor Rate		\$180.00 /hr		\$115.00 /hr		\$55.00 /hr			
Task No	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)		
1	LOA /Native Veg. Protection Observation / reports	12	\$ 2,160.00	140	\$ 16,100.00	6	\$ 330.00	158	\$ 18,590.00
2	Tree Inventory / Map	6	\$ 1,080.00	24	\$ 2,760.00	4	\$ 220.00	34	\$ 4,060.00
3	Tree Permitting/ County&City	40	\$ 7,200.00	72	\$ 8,280.00	6	\$ 330.00	118	\$ 15,810.00
Totals		58	\$ 10,440.00	236	\$ 27,140.00	16	\$ 880.00	310	\$ 38,460.00