



## MEMORANDUM

**TO:** Honorable Mayor and City Council Members  
**FROM:** Chester Murray, Interim City Manager   
**DATE:** March 10, 2009  
**SUBJECT:** Miller-Legg Additional Services Agreement

MAR 04 2009

BY: \_\_\_\_\_

  
10:30A

### PURPOSE

The purpose of the attached Annual Agreement is to inform you of the costs that would be associated with utilizing the engineering group Miller-Legg.

### BACKGROUND

This has been an on-going and continuing agreement with Miller-Legg and this is only to inform you of the annual costs if we choose to use Miller-Legg as we have in the past for projects such as GEL.

### RECOMMENDATION

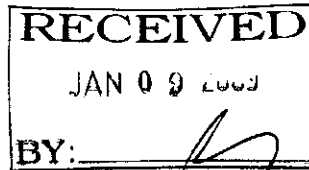
Staff is recommending for the City Council Members to allow the Interim City Manager to accept and sign Miller-Legg's agreement for when the City needs to utilize their services.

# MILLER LEGG

January 7, 2009

**Via Email** [cmurray@ci.orange-city.fl.us](mailto:cmurray@ci.orange-city.fl.us)  
**and US Postal Service**

Mr. Chester Murray  
Interim City Manager  
City of Orange City  
205 E. Graves Avenue  
Orange City, Florida 3276



**Re: GEL Landfill (the "Project")**  
**Miller Legg Project Nos. 05-00329/06-00108**  
**Additional Service No. 5**

Dear Chester:

It continues to be a pleasure working with you and the City on a variety of environmental projects. 2008 was a busy year with the continued monitoring of the issues at the GEL Landfill and the City's undertaking of zoning changes and a development agreement respective to GEL's ongoing operation. November's workshop with the City Council and December's meeting with FDEP has exhausted our current contract fee. As we discussed this morning, attached please find Additional Service No. 5 which provides for the continued support of the City's environmental projects. As with previous additional service agreements, this document reflects a not-to-exceed fee for hourly services to be provided as needed and to be coordinated through your office and the City.

At your earliest convenience, please sign and initial the two (2) attached Agreements where indicated and return both originals for Miller Legg's execution. A fully-executed original will be mailed to you for your file.

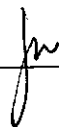
Should you have any questions, please do not hesitate to contact me at (321) 214-3253 or [keger@millerlegg.com](mailto:keger@millerlegg.com). I appreciate your continued confidence in our efforts and look forward to continuing to collaborate with you on this Project.

Very truly yours,



Kelly Eger, R.E.M.  
Project Manager

KE/mch/principal  
Attachment(s)



\\cfo-main\data\Projects\2006\06-00108 Gel Landfill Environmental\Proposals\GEL Landfill AS5.doc

**IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.**

Central Florida Office: 631 S Orlando Avenue • Suite 200 • Winter Park, Florida • 32789-7122

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[www.millerlegg.com](http://www.millerlegg.com)

**ADDITIONAL SERVICE AGREEMENT FOR PROFESSIONAL SERVICES**

**Client:** City of Orange City **Client Contact:** Mr. Chester Murray  
Interim City Manager

**Address:** 205 E. Graves Avenue **Telephone:** 386-775-5409  
Orange City, Florida 32763

**Date:** January 7, 2009 **Project No:** 06-00108 **T:** 18 **R:** 30 **S:** 11

**Project Name and Location:** GEL Landfill (the "Project")  
City of Orange City, Florida  
Additional Service No. 5

**Description of Services to be Provided:** Consultant shall continue to review, monitor and assess the  
ongoing environmental and permit compliance issues at the GEL site. These services shall be provided  
up to the hourly not to exceed (NTE) fee specified below. Services beyond this fee shall be provided  
as an additional service.

**Fee:** Hourly not to exceed (NTE) \$ 20,000.00 per attached Rate Schedule

**Retainer:** (Payable upon execution of this Agreement) \$ 0.00

**Special Conditions:** None.

**The undersigned agree that these Additional Services shall be in compliance with the Agreement, General Conditions and Special Provisions dated July 29, 2005. Any additional requested services will be addressed in a separate agreement.**

Miller, Legg & Associates, Inc. d/b/a Miller Legg  
(Consultant)

City of Orange City (Client)

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

Jon D. Walls, RLA  
Principal

Chester Murray  
Interim City Manager

KE/mch

Attachment: Rate Schedule

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## 2009 RATE SCHEDULE

	<u>Hourly Rate</u>
<b><u>Professional Services</u></b>	
Administrative Assistant/Technical Assistant	\$ 55
Project Administrator	\$ 75
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CAD Operator	\$ 60
Technician	\$ 70
Senior Technician	\$ 80
Technical Specialist	\$ 95
Senior Technical Specialist I	\$ 105
Senior Technical Specialist II	\$ 115
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Designer	\$ 100
Senior Designer I	\$ 110
Senior Designer II	\$ 140
Construction Specialist	\$ 100
Senior Construction Specialist I	\$ 115
Senior Construction Specialist II	\$ 150
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Engineer I	\$ 110
Engineer II	\$ 125
Engineer III	\$ 170
Senior Engineer	\$ 195
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Biologist I	\$ 80
Biologist II	\$ 90
Project Biologist	\$ 115
Senior Biologist	\$ 145
Environmental Scientist	\$ 100
Senior Environmental Scientist	\$ 150
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Landscape Designer I	\$ 85
Landscape Designer II	\$ 90
Senior Landscape Designer I	\$ 95
Senior Landscape Designer II	\$ 100
Landscape Architect I / Planner I	\$ 105
Landscape Architect II / Planner II	\$ 110
Project Landscape Architect/Project Planner	\$ 130
Senior Landscape Architect/Senior Planner	\$ 160
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Surveyor I	\$ 90
Surveyor II	\$ 100
Surveyor III	\$ 110
Senior Surveyor	\$ 150
2-Person Survey Crew	\$ 135
3-Person Survey Crew	\$ 165
4-Person Survey Crew	\$ 195
2-Person Senior Survey Crew	\$ 145
3-Person Senior Survey Crew	\$ 175
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GIS Specialist	\$ 95
Senior GIS Specialist I	\$ 105
Senior GIS Specialist II	\$ 120
Senior GIS Specialist III	\$ 140
GIS Coordinator	\$ 160
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Director	\$ 200
Principal	\$ 230
Senior Principal	\$ 300
Expert Witness	\$ 300



**Sub Surface Utility Engineering****Rate**

Designation (Utility Location)	\$1,240/Day
Test Holes (Minimum of 6)	
Soft Surface (A)	\$ 250/ea.
Hard Surface (A)	\$ 450/ea.

**In-house Reimbursable Expenses****Rate**

Site Visit Zone 1 (Up to 20 Miles)	\$ 10.00
Site Visit Zone 2 (21 - 50 Miles)	\$ 20.00
Site Visit Zone 3 (Over 50 Miles)	\$ 30.00
Mileage (per mile)	\$ 0.75
Color Copies (<8 1/2" X 11") (per copy)	\$ 1.00
Color Copies (<11" X 17") (per copy)	\$ 2.00
Blackline Prints (<24" X 36") (per sheet)	\$ 2.20
Mylars (<24" X 36") (per sheet)	\$ 7.00
Vellums (<24" X 36") (per sheet)	\$ 5.50
Official Record Docs (per page)	\$ 1.00
Copies	(B)
Postage	(B)
Fax Transmissions	(B)

**Out-of-Pocket Expenses**

Cost + 15%

- (A) If less than 6 test holes, a \$500 mobilization fee will apply.  
(B) Charges for monthly copies, fax transmissions, postage, and long distance will be the greater of 0.5% of invoice amount or \$25.00.

NOTE: These rates are subject to change after June 30, 2009.

