

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 12A
DATE 9/12/11

Meeting Date: September 12, 2011

Public Hearing ___ Ordinance ___ Resolution ___ Motion X

Item: #20110087, Construction Engineering Inspections for Tiffany Channel

Recommended Action:

- 1) Approval to enter into a Time and Expense Contract with Captec Engineering, Inc. for an estimated amount of \$175,370.00 to perform the Construction Engineering Inspection (CEI) for Tiffany Channel Project.

Exhibits: Department memo attached yes
Copies of the Contract.

Summary Explanation/Background Information: The City Council on August 8, 2011, approved the short list by the evaluation committee for the CEI for the Tiffany Channel project. Negotiations were conducted on August 10, 2011 at 11 A.M., with top ranked firm, Captec Engineering, Inc. The negotiated contract is attached for City Council approval.

Purchase is not a replacement

Purchase is budgeted.

Department requests expenditure from the following:

Fund	403	EWIP Fund
Cost Center	4126	Street & Drainage
Object Code	568813	Capital improvement
Project	TBA	CEI Tiffany Channel

Director of OMB concurs with award: *ck*
_____ minutes to make a presentation.

City Manager concurs with award: Department requests-

Submitted by: *Patricia Roebling*
City Engineer

Date Submitted 8/29/2011

RECEIVED

AUG 31 2011

City Manager's Office



"A City for All Ages"

CITY OF PORT ST. LUCIE

Engineering Department

Accredited Agency – American Public Works Association



MEMORANDUM

TO: CHERYL SHANABERGER –DEPUTY DIRECTOR OF OMB

FROM: JAMES E. ANGSTADT, P.E., CIVIL ENGINEER *JEA*

DATE: AUGUST 29, 2011

RE: EASTERN WATERSHED IMPROVEMENT PROJECT
TIFFANY INTAKE CHANNEL WIDENING AND ANCILLARY WORK
CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES
CAPTEC ENGINEERING INC., CONTRACT NO. 20110087

The Engineering Department has reviewed the proposal from CAPTEC Engineering, Inc. for Construction Engineering Inspection (CEI) services on the project known as the Tiffany Intake Channel Widening and Ancillary Work which is one of the components of the Eastern Watershed Improvement Project (EWIP). Please be advised that the proposal is within the project budget limits and includes all of the necessary services for construction engineering and inspection services required for this construction project. We recommend that it be scheduled for the next available City Council meeting for Council's review and consideration. Should you have any questions or require additional information, please contact me.

/jea

c: Greg Oravec, Assistant City Manager/CRA Director
Jesus Merejo, Utility Systems Director
Patricia Roebing, P.E., City Engineer
Kimberly Graham, P.E., Assistant City Engineer
Dave Pollard, Director of OMB
Sue Walsh, Budget Specialist

S:\projects\EWIP\5.0 Construction\5.6 Correspondence\11-08-29 Memo OMB Captec Contract Rec.doc

**CITY OF PORT SAINT LUCIE
CONTRACT #20110087**

This Master Fixed Term CONTRACT, executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", party of the first part, and CAPTEC Engineering, Inc., 301 NW Flagler Avenue, Stuart, Florida 34994, Telephone No (772) 692-4344, Fax No (772) 692-4341, hereinafter called "Engineer", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

Notices

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Engineer: Mr. Joe Capra
Captec Engineering, Inc.
301 NW Flagler Ave
Stuart, FL 34994
Telephone 772 692 4344
Fax 772 692 4341
jcapra@gocaptec.com

City Contract Administrator: Office of Management & Budget
Att: Cheryl Shanaberger, Deputy Director OMB
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34983
Telephone 772 871 7390 Fax 772 871 7337
Email: cheryls@cityofpsl.com

City Project Manager: James Angstadt, P.E., Engineer
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34983
772 344 4239

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The scope of work the Engineer has agreed to perform pursuant to the specifications in RFQ #20110087 is for the Construction Engineering Inspections (CEI) for the EWIP Tiffany Channel Improvements Project and Master Contract #20080132 and 20100113.

SCOPE OF SERVICES

The Engineer shall provide Post-Design Services as directed by the City which will include, and may not be limited to, attendance at Pre-Bid, Pre-Construction and Construction Progress Meetings with City and Contractor; response to Contractor requests for information; and required plans changes due to City of Port St. Lucie field orders. Direct Contractor coordination is explicitly limited to Construction Progress Meetings and only if the City requests the Engineer to coordinate directly with the Contractor.

The Engineer shall provide Pump Witness Test Services as directed by City which will include, and may not be limited to attendance at the MWI Pump manufacturing facility in Deerfield Beach, Florida for observation of full scale flow testing of the three (3) Tiffany Pump Station replacement pumps, one (1) Blackwell Pump Station pump and one (1) Loutus/Blackwell Waterway mobile pump. Engineer will discuss the test results with City and MWI representatives and will review the final test reports for performance verification with design requirements and specifications. These services shall be performed for up to eight (8) witness tests as directed by City.

The Engineer shall provide Construction Engineering Inspection Services for the clean-out and enlargement of a drainage channel known as the Tiffany Channel, the replacement of the pipe systems (from the Tiffany Pump Station) under Tiffany Avenue, a culvert replacement under Grand Avenue, a culvert replacement under Village Green Drive and pump station structural repairs in the City of Port St. Lucie.

The Engineer shall provide Construction Management and Daily Inspection Services during the construction of the designed improvements and shall assist with interpretations of, and report on issues related to the construction plans and contract documents. Engineering services shall be provided for construction management support during the procurement process, review of construction documents and plans, coordination and daily field inspection and documentation of construction activities, schedule monitoring, pay item tracking and monthly progress payments, coordination of progress meetings and other project related meetings as necessary, and review of as-built drawings to facilitate construction final payment and close-out.

The Engineer shall perform the following scope of post design related services for any of the EWIP improvements (Howard Creek STA/Burr Street STA project, Patio STA project, Mary/Leithgow STA project, Cane Slough STA project, Lennard Square STA project, Loutus/Blackwell Waterway project, & Tiffany Channel Improvements project):

1. Attendance at Pre-Bid, Pre-Construction and Construction Progress Meetings with City and Contractor;
2. Response to Contractor requests for information; and (direct Contractor coordination is explicitly limited to Construction Progress Meetings and only if the City requests the Engineer to coordinate directly with the Contractor for all projects other than the Tiffany Channel Improvements project);
3. Prepare required plans changes due to City field orders.

The Engineer shall perform the following scope of pump witness test related services:

1. Attendance at the MWI Pump manufacturing facility in Deerfield Beach, Florida for observation of full scale flow testing of the three (3) Tiffany Pump Station replacement pumps, one (1) Blackwell Pump Station pump and one (1) Loutus/Blackwell Waterway mobile pump.
2. Engineer will discuss the test results with City and MWI representatives and will review the final test reports for performance verification with design requirements and specifications. These services shall be performed for up to eight (8) witness tests as directed by City

The Engineer shall perform the following scope of construction related services:

EWIP Tiffany Channel Improvements CEI Services

1. Review and become familiar with contract documents (construction plans, specifications, bid documents, permits, etc.)
2. Attend/Conduct pre-construction meeting. Prepare response to questions if necessary.
3. Review the following Contractor supplied documents for consistency with the bid documents, plans and specifications prior to site mobilization:
 - A) Construction Project Schedule
 - B) Shop Drawings
 - C) Product Specifications
 - D) Dewatering Plan
 - E) Survey Control Documentation
 - F) NPDES Construction Notification
 - G) Utility Coordination Documentation
4. Coordination of daily site inspection by Engineer's Resident Inspector, with the following tasks performed:
 - A) Review contractor's planned activities for the day
 - B) Coordinate testing of materials
 - C) Summarize personnel and equipment present
 - D) Observe construction materials staged onsite
 - E) Observe and monitor offsite drainage and property impacts
 - F) Observe and monitor erosion control measures
 - G) Observe benchmarking
 - H) Observe and monitor safety issues
 - I) Observe and monitor maintenance of traffic
 - J) Perform periodic checks of contractor's compliance with contract specification requirements
 - K) Photo document site as needed
 - L) Document and summarize resolution of any problems, issues, contract interpretations, etc.
 - M) Complete Daily Work Reports
 - N) Document pay item quantities for constructed/installed materials
5. Review and coordinate response for any written Contractor Requests for Information (RFIs) provided to Engineer.
6. Review and provide recommendations to the City on any change orders necessary to complete intent of project scope.
7. Review and provide recommendations to the City on the Contractor's Monthly Pay Request.
8. Conduct progress meetings with City and Contractor personnel to discuss construction progress and issues. It is assumed these meetings will be conducted weekly.
9. Conduct initial and final walk-through inspections of project with pertinent stakeholders and provide City with punch list input. Ensure correction of any deficient items noted on punch list.
10. Review as-built construction plans submitted by the Contractor as well as final geotechnical testing results. The as-builts will provide the basis for the certification of construction completion.

11. Assist the City with any public involvement efforts necessary for the project.
12. Review and provide the City with recommendations and resolution on any claim issue provided to Engineer by the Contractor.

DELIVERABLES

The Engineer shall be required to prepare and submit the following:

1. A Construction Completion Package (3 hard copies) for the City's records. The package will include the following:
 - A) Dated final as-built schedule, time file and daily work reports.
 - B) Field survey/geotechnical verification data provided to Engineer by the Contractor and/or City.
 - C) Final as-built plans provided to Engineer by the Contractor.
 - D) Documentation of progress meetings, and any other pertinent project meetings with dates and notes.
 - E) Documentation of all field decisions which caused any deviation from the plans and/or specifications.
 - F) Documentation of all testing results provided to Engineer by the City's testing firm.
 - G) Documentation of progress payments and final payment to the Contractor.
 - H) Copies of all RFIs and responses, and change order requests provided by the contractor. Copies of all executed changes to the contract.
 - I) Copies of the final inspection punch lists developed, with dates of item resolution.
 - J) All other project records developed.
2. Prepare CD/DVD containing electronic copy of all deliverables in PDF format.

SECTION II TIME OF PERFORMANCE

The contract period shall commence _____, 2011, and terminate _____, 2011, one hundred eighty (180) calendar days minus thirty (30) days completed prior to contract, or a total of approximately one hundred fifty (150) days. Engineer shall begin work within three (3) calendar days from the issue date of the purchase order. In the event all work required in the proposal specifications has not been completed by the specified date, the Engineer agrees to provide work as authorized by the Contract Supervisor until all work specified in the proposal specifications has been rendered.

SECTION III COMPENSATION

The total amount to be paid by the City to the Engineer is based on the services authorized and performed in accordance with this contract.

This is a time and expense contract. The total amount to be paid by the City to the Engineer is based on actual time spent on this project with the Not to Exceed amount of **\$175,370.00**.

Compensation shall be based upon a one hundred twenty (120) calendar day construction period and a fourteen to twenty one (14-21) calendar day start and close out period for a total estimated contract period of one hundred fifty (150) calendar days. Commencement of construction period will start upon written notice by the City that construction on the project will begin.

Post Design Services					
Position	Hours/Week	Total Weeks	Total Hours	Rate / Hour	Total
Principal	---	---	20	\$175.00	\$3,500.00
Design Project Manager/PE	---	---	80	\$130.00	\$10,400.00
CADD Tech/EI	---	---	80	\$95.00	\$7,600.00
Admin/RCS	---	---	40	\$55.00	\$2,200.00
Sub-total					\$23,700.00

Pump Witness Test Services					
Position	Hours/Week	Total Weeks	Total Hours	Rate / Hour	Total
Design Project Manager/PE	---	---	64	\$130.00	\$8,320.00
Sub-total					\$8,320.00

CEI Services: Estimated Construction Duration 120 days (17 weeks)					
Position	Hours/Week	Total Weeks	Total Hours	Rate / Hour	Total
Principal	2	17	34	\$175.00	\$5,950.00
CEI Project Manager/Sr. PE	18	17	306	\$175.00	\$53,550.00
Lead Project Representative	40	17	680	\$100.00	\$68,000.00
Admin/RCS	10	17	170	\$55.00	\$9,350.00
Sub-total					\$136,850.00

Start up & Close out: 2-3 Weeks					
Position	Hours/Week	Total Weeks	Total Hours	Rate / Hour	Total
Principal	2	2	4	\$175.00	\$700.00
CEI Project Manager/Sr. PE	10	3	30	\$175.00	\$5,250.00
Admin/RCS	5	2	10	\$55.00	\$550.00
Sub-total					\$6,500.00

Grand Total \$175,370.00

Engineer VISA Payment Procedures

1. A ghost account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expense. The account will also have limits as per the MCC code. Reasonable total invoice amounts will also be established. The ghost account will be entered with the proper expense codes. The Engineer will be provided this ghost account number to process payments.
2. A purchase order to the Engineer for this project will be issued.
3. The Engineer will send the project manager by the 1st of each month a detail estimated pay request listing employee title, estimated hours of work, hourly rate and related tasks to be completed that will be accomplished by the 25th of the same month.

4. The City's Project manager will approve the estimated pay request by the 6th of the same month. The City's Project manager is signing and agreeing that the task estimates are reasonable and feasible as to being completed by the 25th of the same month.
5. The Project manager (PM) will email the approved pay request estimate to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.
6. The Engineer may not place the charge on the ghost account until the 6th of each month. Under no circumstances will the account be used between the 1st and 5th of the month.
7. The Engineer will send the invoice with all required documents as per the contract to the PM by the 25th of each month. The invoice total must match the previously submitted pay request total for the same work period.
8. The PM will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will sign documents that state the payment is correct and payment by the City is authorized. This is the invoice that will authorize the City to pay the bank provider-BOA. The PM will breakout the pay items and assign to purchase order subsections as part of the process.
9. The PM will have the signed invoice and documents to the Contract Specialist and P-Card Administrator no later than the 10th of each month.
10. The PM will mark any pay estimate that should not be paid and provide explanation. All pay estimate approved by the PM that are charged to Visa must equal the invoice. All adjustments must be made on following pay estimate.
11. OMB will balance statement and issue all dispute items.
12. OMB will produce summary sheet and send all documentation to Finance for payment.

Pay Estimate does not Equal Actual Work Completed

The City will allow up to 15% of the estimated work not to be completed by the 25th of the month and still approve the invoice. However, the Engineer on the 6th of the following month must indicate the adjustment amount as a credit on the new pay estimate being submitted. The City cannot pay credits.

Over estimates of 15% for three than (3) consecutive months will be considered abuse. The PM will be responsible for establishing the correct estimated amounts in the following months.

If during the month the PM determines that the estimated pay request amount cannot be reached by more than 15% and it is due to the performance of the Engineer, a credit must be issued on Visa by the Engineer as soon as possible for the entire amount of work and materials that will not be completed. This credit will be issued on the ghost account for the full amount of the original estimate charged no later than the 25th of that month. A transaction for the correct amount that equals the value of the work and material that will be completed will be charged to the account.

Pay request for services shall be submitted by the 5th of the month for that months estimated amount of work. Any work not completed will be adjusted in the next month's payment. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and is approved by PM.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include but not be limited to sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the Purchase Order number, last 4 digits of the BOA ghost account and Contract number.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include but not be limited to sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the Purchase Order number/VISA order # and Contract number.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include but not be limited to sketches, tracings, drawings, computations, details, design calculations, plans, electronic files and other related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the Purchase Order number and Contract number.

SECTION IV CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Engineer pursuant to the Request for Proposal and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Engineer in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

To the extent permitted under Florida Statutes, the Engineer shall indemnify, defend, and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, cause, demands, legal fees, cost of action, losses, damages or other expenses occasioned by any negligent act, conduct, error or omission by the Engineer, or its agents, employees or sub-consultants, in the performance of this Contract. As consideration for this indemnity provision the Engineer shall be paid the sum of ten dollars (\$10.00), which will be paid at execution of Contract.

The Engineer shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein.

The Engineer shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Florida Statutes Chapter 440. Coverage must include Employers' Liability with a minimum limit of \$100,000 each.

The Engineer shall agree to maintain Any Auto, Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Engineer does not own any automobiles the Business Auto Liability requirement shall be amended allowing Engineer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business auto Coverage form.

Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per occurrence, \$2,000,000 per aggregate, for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on a per project occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

The Engineer shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Engineer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Engineer warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Engineer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and Policies shall clearly state that coverage required by the contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability and Automobile Liability Policies. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20110060. The Certificate of Insurance and Policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Engineer shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Engineer shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Engineer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the

policy specifically prohibits such an endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.

It shall be the responsibility of the Engineer to insure that all subconsultants comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Engineer for any and all claims under this Contract.

The Engineer may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability Policy is written on "Non-Follow Form" the City shall be endorsed as an "Additional Insured".

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Engineer nor any subconsultant, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VIII COMPLIANCE WITH LAWS

The Engineer shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all licensing required for the performance of his work. All materials furnished and work done is to comply with all local, state and federal laws and regulations.

SECTION IX ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order or work authorization issued relative to this Contract, and those contained in this Contract and the RFP#20110087 herein referenced, the terms of this Contract and RFP herein referenced shall apply.

**SECTION X
LICENSING**

Engineer warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Engineer warrants that his license and certificates are current and will be maintained throughout the duration of the contract.

**SECTION XI
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. All plans and construction must be ADA compliant. The safety provisions of all applicable laws and building and construction codes shall be observed. The selected Proposer will submit all proposals in compliance with the 28 C.F.R. § 35.151. Where ADA and Florida Building Codes do not agree the most stringent applies or ADA supersedes.

**SECTION XII
ASSIGNMENT**

Engineer shall not delegate or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XIII
TERMINATION**

If the Engineer refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Engineer, may terminate Engineer's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Engineer and his sureties shall be liable, jointly and severally to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Engineer a thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Engineer shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder. In the event of termination, the Engineer will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder.

**SECTION XIV
LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

**SECTION XV
APPROPRIATION APPROVAL**

The Engineer acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this contract is contingent upon an annual appropriation by the City Council. The Engineer agrees that, in the

event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

**SECTION XVI
RENEWAL OPTION**

Not Applicable

**SECTION XVII
ENTIRE AGREEMENT**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this contract or contract documents.

**SECTION XVIII
TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Section 287.055, Florida Statutes, the Engineer agrees to execute a truth-in-negotiations certificate and agrees that the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

**SECTION XIV
CONFLICT OF INTEREST**

The City hereby acknowledges that the Engineer may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Engineer shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Engineers shall disclose all of their Treasure Coast clients and related Scope of Work.

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF MARTIN §

Before me, the undersigned authority, personally appeared affiant Joseph W. Capra, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as RFP #20110087, Construction Engineering Inspection for the EWIP Tiffany Channel Improvements.

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

CAPTEC Engineering, Inc.

By: Joseph W. Capra, P.E. President

The foregoing instrument was acknowledged before me by _____ who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this _____ day of _____, 2011.

(SEAL)

Signature

Notary Name (typed or printed)

Title or Rank

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of Captec Engineer Inc.

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed. (s/he)

WITNESS my hand and official seal, this _____ day of _____, 2011.

Notary Signature

Notary Public-State of Florida at Large

My Commission Expires: _____.

(seal)

Neg ATTENDANCE
RFP #20110087
CEI Tiffany Channel
August 10, 2011 @ 11:00:00 AM

	Name (Please PRINT Legibly)	Company Name Or Entity
1	Cheryl Shanaberger	City of PSL-OMB
2	JIM ANGSTADT	CITY OF PSL-ENGINEERING
3	CF	
4	JOE CRAM	CAPTEL
5	GARY JONES	CAPTEL
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20110087 CEI Tiffany Channel

Drew names to see who goes first, the order of presentations are Captec, C & T and then Hill International

Captec:

Q: Are you working on the EWIP project East of this

We designed the whole program there are various projects Not the CEI but we did the design

Q: Is he the FT inspector Yes and it doesn't impact any other jobs he currently has

Q: Other than EWIP what other work experience do you have with the City

Designed Lennard Rd crossing, Walton Rd. it provides overflow for this station also designed for East Lake Village Woodstork Trail Improvements: replaced culverts deal with force main & water main, dewatered similar MOT road closure and this was all completed with no problems in the neighborhood

Q: Box culvert? Do you have experience with the concrete Yes class 3 concrete 5500 PSI Mel Bush will precast and Captec will do the shop drawings So this will be cast in place headwall

Q: Experience- FDOT- have you had any instances where there was inclement weather where you had to bring in emergency pump stations? F.P. water issues had to bring in additional equipment in

Q what is your experience with the MPDS I am certified and major issues with FDOT monitoring water per day based on ???

Q: In the event of storm water something in excess of 6" how would you mobilize to take care of that situation? There is a provision in the plan that the contractors required to have on the job during any work Tiffany Station for sufficient pumping that meets the current capacity of the pump station and all the piping available and has to put that into service within 48 hours notice with direction from the City

Q: Where do you plan on putting the temporary pumps at? Tiffany- up near pump to north Grand Crossing- dam across to dewater canal dry for the discharge point for all 900 acres plus it is critical that small ring of events that water needs to be bypassed around and thru the pump station or just to pump small pump from C bolt to gate waterway and maintain base flow

Q: is there a certain amount of pumps that you have in the contract? If there are smaller pumps that cannot handle the flow, shore up what they have built up in box culverts

Q: Does design require contractor to have full responsibility Yes and City tells when to move forward

Q: what type of impact do you think is going to be on the wildlife as you dewater these channel? We will consider the fish and wildlife when dewatering

Culpepper & Terpening

Q: you were just awarded a CEI and project recently how does this affect you're staffing for this project? It doesn't affect it most positions are p/t during our negotiations we determined that a lead inspector is not needed as a f/t

Q: What is your experience with cast in place if you decide to go precast cast in place have you done this kind of work before? For headwalls- yes, box culvert- yes, cast in place- no

Q: One of the short list has an advantage since they designed this what separated you that you gives you an edge over them? Our inspector staff have been involved in all different aspect of the work and have more diversity and possibility we are going to be objective if something comes up We provide an extra

look and innovations. We worked closely with Captec on Green River Pkwy and found some stuff in the field and got with them very quickly and efficiently.

Q: What is the most crucial on this project? Water main needs to be taken care of you put a lot of pressure on it and we don't want 6 months down the road don't have that crack, #1 hurricane season not having any flood situations and to bypass water where necessary

Q: Can you give us an idea of what you plan on doing? At the pump station you are asking to have the capacity to pump 90,000 gallons per minute but you are giving them 48 hours to set up, that should be set up and sitting there ready for an emergency

Q: Have you talked to the contractor that was awarded? yes I think they are going to go with precast, box culvert

Hill International

Q: What experience do you have in box culvert, cast in place, and precast? A lot of experience in FDOT CEI and County work in many areas in Florida in precast and box culverts

Q: What is the #1 challenge you see? Dewatering and controlling the water in case of emergency events, the c bolt channel with that pumping need to make sure the dyke is substantial and going to work, coordinating with MWI taking out the pumps, contingency plan to control the water

Q: What would you do not to have any flooding? Why pump water back and if rain creates a bigger problem, we looked at the plans and asked if we can replace one pump at a time rather than take all 3 out of service. Instead of a 48 lead time on the pump I would rather have the contractor just bring it out there and have it there. I would do furthest and work my way up.

We can bring innovative ways to dewater the system, we keep our clients protected at all times, we manage the job, we control the schedule a big coordination work with MWI and Curry Controls and make sure their work is incorporated their schedule with Bush's schedule to get this done.

Q: When dealing with the public what type of interaction do you see to keep everyone abreast of what is going on? Initiate a project hotline which is thru virtual email system to get the word out this is the number you are suppose to call about the project which gets emailed to my blackberry all calls are logged and shed calls coming into the City, also it gives a consistent message to the public

Q: Are you planning on having weekly or biweekly meetings? Yes weekly and at City Hall recorded

Q: What is your impact on the environmental side? Gopher turtle holes on west side, we are aware of permits pulled 67 identified, they are on the west side

Q: Pipe change- why did you say about savings? The plans show 42" pipe coming out of station to an elevation I think was 5 which is the existing flow line of the headwall of the one side there is impacts to both the water line at the bottom as well as the sanitary at the top: two 6" pressure force main at the top if you could raise up 18" of clearance to the existing water line you do not have to take the water line out of service and there is \$30,000 worth of relocation costs

The outlook structure doesn't look like it needs replacing which is a cost savings

7/27@9 20110087 CEI Tiffany Chanef

Capter #1 Capter

9.09

3

9.12

- Q. EWIP - East of this area:
Designed all - several projects not CEI for
Other projects
- Q. Is he FT inspector. yes & no other job
- Q. Other of City -
Lemard Road - make sure cleared up,
Watten Road - one flow provided design
for City, Eastlake Village, Woodstak
trail, culverts replaced, force main,
dewatered similar, same contractor
- Q. Box culvert - class 3 - yes I do
5500psi will be precasted, Shop
drawing, Gary monitored - Martin City -
issues with supplier - headwall issues -
cast in place headwall
- Q. Exp - FDOT - FT Piec-a-water issues -
eng water issues no add eq needed
had well points in place
- Q. MPPS - cert. Sied Major monitor
water per day, siltation patch
basin

Q - Stormwater excess 6 inches, contractor required pumping & piping - in some 48 hours notice - in contract for contractor, T.

Q Pump pumps when a Tiffany - up near pump A - guard crossing - down to denature - canal dry for portion 900 ft plus discharge area, pump, & small rain - Fran C bolt to gate waterway, C bolt lowest basin - constant flow -

Q Certain amount of pumps does contractor have others - share box culverts for pump

Q Does design require contractor to have full responsibility - yes & City tells when to move forward

Q - 2 or 6" ^{charge order & permits?} causes problem? Contractor has full responsibility

Q Tiffany pump stay operation have you anticipated that - yes

Q Denaturing fish public outcry - how to handle, try to consider and

Col pepper

9:33

3

9:36

Q CEI proposal received how does it affect staff - most all are PT & determine ahead inspector is not needed,

Q Ey with cast in place - precast - cast in place headwall - yes - No Precast in place no, shop drawings - PE will do yes

Q Firm or Sh Design - what edge do you have - Our insp staff have been involved & have more diversity - possibility of not being objective provides an extra look & innovations

Martin City Capital Design & they were the Cot - worked together and adds - 20 yrs bldg & 20 yr inspection - no exp

Q Critical - water mains - lots of pressure - Village & a filling - fire dept energy #1 hurricane season - no flood situation

Q Idea on water - pump 90 gal per minute 48 have to set up - require to be ready up front by culvert flood will be a problem

Q talked to contractor - yes go with pre cast, box culvert - opens up flow to no - Start to bottom backwards - downstream up

CET - not knowing City staff or design -

Why team is better - has knowledge of what is expected from City staff

A:ll International

10.53

3
1056

Q Box culvert - Cast in place precast -
FDOT + City - precast concrete
marked box, double barrel, box-in
pinellas & precast in place,
good app for precast

water line - is it back fed - trans light, Village.
North & north and half, back file -
could do additional drill or not build
box culvert - never construct lots of exp

Q limit turbidity to leave site - 29
Major - erosion very imp - contractor
de水土 & discharged, installed tank
holding to help remove turbidity

Q #1 Challenge - de-watering & controlling
water - C bolt & dike - substantial,
pumps coordination w MW, contractor
to control water, contractor

Q- What to do to have no flooding - Why pump water back & if rain create a bigger problem - have contractor there with pumpertive job -

Can bring innovation design, manage cost of schedule, Cury & MUI and incorporate all work including Buch's Station - has worked with Bush - good contractor

Q Public - interaction problems - have project hot line, virtual email - has file - consistent, weekly

Q Meeting - yes weekly and at City hall walk & introduce to each person

Q Environmental impacts - Poplar on West side - was aware & know permits,

Q Pipe change - why savings - 42 & changing elevation - impact water at bottom

Who Design or new ideas - Sensitively - having someone that is very familiar with area & also confident with someone in area