

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13F
DATE 9/12/11

Meeting Date: September 12, 2011

Public Hearing ___ Ordinance ___ Resolution ___ Motion X

Item: #20110092, Geotechnical for Tiffany Channel

Recommended Action:

- 1) Approve a Time and Expense contract with Dunkelberger Engineering & Testing, Inc., for the geotechnical testing for the Tiffany Channel Project for an estimated expense of \$31,943.00. Payment will be made for actual City pre approved test only, therefore the amount of contract is an estimate.

Exhibits: Department memo attached yes
Copies of the Contract.

Summary Explanation/Background Information: The negotiation team met on August 10, 2011 and agreed to the attached contract.

The need for the above is:

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	Tiffany Channel

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

City Manager concurs with award: Department requests

Submitted by:

Patricia Roebling

Date Submitted 8/17/11

RECEIVED

AUG 31 2011

City Manager's Office



CITY OF PORT ST. LUCIE

Engineering/Public Works

"The art of applying scientific and mathematical principals, experience, judgment, and common sense to make things that benefit people." – A.S.E.E.



MEMORANDUM

TO: CHERYL SHANABERGER –DEPUTY DIRECTOR OF OMB

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

DATE: AUGUST 16, 2011

RE: EASTERN WATERSHED IMPROVEMENT PROJECT
TIFFANY CHANNEL – GEOTECHNICAL CONSTRUCTION SERVICES
DUNKELBERGER ENGINEERING & TESTING, INC,
CONTRACT NO. 20110092

The Engineering Department has reviewed the proposal from Dunkelberger Engineering & Testing, Inc for Geotechnical Construction services on the project known as the Tiffany 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 the geotechnical testing. 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

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Neg Meeting
RFP #20110092
GEO Tiffany Channel
August 10, 2011 @ 2 PM

	Name (Please PRINT Legibly)	Company Name Or Entity
1	Cheryl Shanaberger	City of PSL-OMB
2	JIM ANGSTADT	CITY OF PSL-ENGINEERING
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**CITY OF PORT SAINT LUCIE
CONTRACT #20110092**

This is a Time and Expense 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, Dunkelberger Engineering & Testing, Inc. , a Florida Corporation, 607 NW Commodity Cove, Port St. Lucie, FL 34986, telephone 772 343 9787, Fax 772 343 9404 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:

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

The scope of work that the Engineer has agreed to perform pursuant to E-bid #20110092 is Geotechnical Services for Tiffany channel. All Terms and Conditions of the Master Contract #20070116 will apply.

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: Craig E. Dunkelberger, P.E., Principal Engineer
 607 NW Commodity Cove
 Port St. Lucie, FL 34986
 Phone: 772-343-9787
 Fax: 772-343-9404
 Email: craigd@detinc.net

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
 772 344 423

Description of Services

The Engineer shall provide full-time field testing services by an Engineer's representative during construction activities. Engineer's representative will be available for concrete testing, continuous subgrade and backfill inspections and in place soil density and soil quality testing for the purpose of assisting in expediting the construction schedule. All testing shall be in accordance with Florida Department of Transportation (FDOT) and the City of Port St. Lucie requirements. The project construction includes, but is not limited to: 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 project is a component of the Eastern Watershed Improvement Project.

The Tiffany Channel project is located in eastern Port St. Lucie, Florida. The project area is generally bounded by Simmon Street to the east, Durango Street to the west and extends from Tiffany Avenue south to Grand Drive. Separate from this work area, the project also includes a culvert crossing S.E. Village Green Drive just north of Royal Green Circle.

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

1. An estimated number of field technician man-hours necessary for meetings, clearing and grubbing inspections, full-time density testing, etc. for the project;
2. An estimated number of engineering hours necessary for project coordination, testing review and meetings;
3. An estimated number of laboratory tests required for the successful completion of the project;

A density log book will not be prepared for this project. Rather, density test reports will be submitted to the City's CEI on a monthly basis.

Testing Frequencies:

The following in-place density testing frequencies for the subject project:

Roadways:

Embankment - 1 test per 200 lineal feet, per travel direction, per 12-inch lift

Stabilized Subgrade - 1 test per 200 lineal feet, per travel direction

Base Course - 1 test per lift, per 200 lineal feet, per travel direction

Curb pads - 1 test per 200 lineal feet

Sidewalks - 1 test per 200 lineal feet, per 12-inch lift of embankment or 1 foot into natural ground

Underground Piping/Utilities:

Drainage Pipe - 1 test per 200 lineal feet (or per backfill/open cut operation) per lift along side of pipe to top-of-pipe, then every 1 foot of fill atop pipe thereafter.

Water and Force Mains/Traffic/Cable/FP&L Conduit (if needed) - 1 test per 200 lineal feet of pipe (or per backfill/open cut operation) per lift from top-of-pipe to finished grade.

Drainage Structures:

One (1) test per lift of backfill, from bottom of structure to top of structure. (Fill placed on all sides of structure is probed with a manual probe rod to confirm uniform compactive effort).

The primary construction components, from a materials testing perspective, are expected to be:

- Excavation of Tiffany Channel
- Installation of underground piping
- Construction of headwalls, MES, and related items
- Roadway reconstruction (subgrade, base and asphaltic concrete)
- Placement of articulating concrete block (ACB) mats
- Dewatering (off-site water quality)
- Construction of concrete sidewalk, driveways and related items

The scope of services for this construction is expected to primarily include the services outlined on the following pages. Should other services such as vibration monitoring, non-destructive testing, or other such work be required Dunkelberger has all of the capabilities to provide a full range of geotechnical testing and inspection for the job.

Construction Materials Testing

- An engineering technician to perform the field testing services during construction and also collect soil samples of the backfill material for laboratory testing.
- In-place density testing during the underground utility construction pursuant to Section 125 of the FDOT Standard Specifications (2010).
- In-place density testing during backfilling of all utility structures per Section 125 of the FDOT Specifications. The tests will be positioned in accordance with City specifications with respect to location around and in proximity to the structure.
- In-place density testing of foundation subgrade for headwall footings pursuant to Section 455 of the FDOT specifications.
- In-place density testing of subgrade for sidewalks, driveways, ACB mats, and other such items pursuant to applicable specifications.
- In-place density testing of roadway subgrade and base course materials pursuant to Sections 160 and 200, respectively, of the FDOT specifications.
- Laboratory moisture-density relationship tests (AASHTO T-99 and T-180) and Limerock Bearing Ratio (LBR) tests on materials used for backfill and roadway section construction.
- Laboratory index property testing for material classification, including organic content, gradation, and Atterberg limits (plasticity).
- Field testing of fresh (plastic) concrete - sampling, slump testing, temperature measurement, and molding of cylinders for compressive strength determination.

- Laboratory curing and testing of the hardened concrete test cylinders to determine compressive strength and compare with specified strength requirements.
- Turbidity monitoring will be conducted once each weekday during construction activity by an engineering technician.
- Monitoring placement of asphaltic concrete (thickness/spread rate, temperature), cutting cores and measuring density of the constructed asphaltic concrete, and plant inspection/testing during asphalt production to measure the material properties for comparison with specification requirements.
- Engineering oversight during construction to coordinate the aforementioned test program.
- Submittal of brief engineering reports documenting our findings and test results.

The construction materials testing services will be provided on an as-needed basis as dictated by the pace and methods of construction. For scheduling purposes, the City should provide at least a 24 hours notice prior to the time the field services are needed.

SECTION II TIME OF PERFORMANCE

Contract period shall commence _____, 2011, and terminate _____, 2011, 150 calendar days. 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

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 and actual number of test completed as per unit prices below. The estimated amount for this contract is \$31,943.00. The City will not pay for out-of-pocket expenses (Office & Utilities), subconsultant fees or any reimbursable expense.

Itemized Services	<i>Qty</i>	<i>Unit</i>	<i>Price</i>	<i>Amount</i>
<i>I. Field Inspection & Testing</i>				
<i>A. Engineering Technician</i>				
<i>- Sampling and Standby</i>	48	hour	\$48.00	\$2,304.00
<i>B. Density Tests</i>				
<i>- Slope Embankment</i>	20	test	\$23.00	\$460.00
<i>- Improved Soil</i>	0	test	\$23.00	\$0.00
<i>- Pipe Backfill</i>	400	test	\$23.00	\$9,200.00
<i>- Removal of Existing Pipe/Structures</i>	0	test	\$23.00	\$0.00
<i>- Stabilized Subgrade & Base Course</i>	24	test	\$23.00	\$552.00
<i>- Curb & Sidewalk</i>	20	test	\$23.00	\$460.00

C. Concrete Testing				
- Headwalls/Footers	8	sets	\$94.00	\$752.00
- Sidewalk, Curb & Misc	10	sets	\$94.00	\$940.00
D. Turbidity Monitoring*	40	hour	\$48.00	\$1,920.00
E. Asphalt Testing				
- Field Sampling and Plant Testing	24	hour	\$48.00	\$1,152.00
Subtotal				\$17,740.00
II. Laboratory Testing				
- Proctors (T-99 or T-180)	6	test	\$110.50	\$663.00
- Limerock Bearing Ratio	6	test	\$330.00	\$1,980.00
- Particle Size Analysis	10	test	\$55.00	\$550.00
- Atterberg Limits	10	test	\$100.00	\$1,000.00
- Organic Content Tests	10	test	\$33.00	\$330.00
- Permeability Testing	0	test	\$385.00	\$0.00
Subtotal				\$4,523.00
III. Engineering & Reporting				
Project Engineer (attend progress mtgs 10 @ 4hrs/mtg)	40	hour	\$121.00	\$4,840.00
Project Engineer (6 hours/month for 5 months)	40	hour	\$121.00	\$4,840.00
Subtotal				\$9,680.00
TOTAL ESTIMATED FEE				\$31,943.00

All out of pocket expenses are included in the above salaries, including any sub consultant fees and any and all reimbursable items.

Invoices for services shall be submitted by the 10th of the month, and payments shall be made net thirty (30) days unless Engineer has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and is approved by Contract Supervisor.

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 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 #20110092. 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 thereunder. 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 20110092 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.

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TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant _____
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 architect and 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 #20110092, Geotechnical Tiffany Channel.

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

Name of Firm

By: 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 Dunkelberger Engineering & Testing 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 _____ at Large.

My Commission Expires _____.
(seal)