

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

COUNCIL ITEM 12A  
DATE 9/26/11

Meeting Date: September 26, 2011

Public Hearing  Ordinance  Resolution  Motion

Item: #20110115, Design & permit for Midway & Selvitz

Recommended Action:

- 1) Approve Time & Expense Contract #20110115, Design & Permit for Midway & Selvitz with Culpepper & Terperning, Inc., for an estimated amount of \$94,750.00. Contract time is 363 calendar days.

Exhibits: Department memo attached [ ] yes [X] no  
Copies of the Contract

Summary Explanation/Background Information: Contract negotiations were conducted with Culpepper & Terperning on September 15, 2011 at 9 A. M. The City and the Engineer mutually agree with the presented contract.

The need for the above is:

Purchase is not a replacement

Purchase is budgeted.

Department requests expenditure from the following:

Fund	445	Utilities Water 70% Wastewater 30%
Cost Center	3316/ 3516	Water & Wastewater
Object Code	563004	Professional services
Project	Y1122	Midway & Selvitz

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

City Manager concurs with award: Department requests

Submitted by: *Jesus Merejo*

Director Utilities

Date Submitted 9/20/11

**RECEIVED**

SEP 21 2011

City Manager's Office

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## INTEROFFICE MEMORANDUM

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**To:** Cheryl Shanaberger, OMB Deputy Director  
**From:** Jesus A. Merejo, Utility Systems Director *JAM*  
**Subject:** Midway Road Improvement Project  
Professional Engineering Design and Permitting Services  
Contract #20110115  
**Date:** October 19, 2011

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### Project Overview:

As part of St Lucie County's proposed roadway improvements of Midway Road (between Selvitz Road & South 25<sup>th</sup> Street), and Selvitz Road (between Midway Road & Nassau Lane), the City must relocate, adjust, abandon and/or remove +/- 1.2 miles of existing water and wastewater facilities along Midway Road, and +/- 0.40 miles of existing water and wastewater facilities along Selvitz Road, requiring the City to retain the services of a professional engineer for the design and permitting of said relocations, adjustments, abandonment and/or removal of the City's facilities.

### Summary:

In accordance with the City's CCNA policies City staff has reviewed RFP's; provided City Council with a recommended short-list and rankings based on staff's review; and has negotiated a proposed contract with the Culpepper & Terpening, Inc., the number one ranked firm, for professional engineering design & permitting services for the above referenced relocations, adjustments, abandonment, and/or removal of the City's water and wastewater facilities in the amount of \$94,750.00, with a notice-to-proceed date of October 3, 2011 and completion date of September 30, 2012 for a total contact duration of 363-calander days, with intermediate milestone dates for specific tasks, as outlined in the Culpepper & Terpening, Inc. proposed contract #20110115..

### Recommended Action:

The Utility Systems Department has reviewed Culpepper & Terpening, Inc. proposal for professional engineering design and permitting services and requests it be presented to the City Council for approval at the first available City Council Meeting.

**Expenditure:** \$94,750.00                      **Contract Time:** 363-Calendar Days

**Funds to cover these services are available in:** 4453316-563004-Y1122 (70%)  
4453516-563004-Y1122 (30%)

### Attachments:

- (1) Culpepper & Terpening, Inc. proposal

Copy: Laney Southerly, P.E., Utility Engineering Manager  
Jeanette Thompson, Manager of Budget and Procurement  
David Koeppen, C.I.P. Project Manager  
File: 24.0002

**CITY OF PORT SAINT LUCIE  
CONTRACT #20110115**

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, CULPEPPER & TERPENING, INC., a Florida Corporation, Telephone No.(772) 464-3537 Fax No.(772) 464 9497, 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 #20110115 is the design and permitting of water, wastewater and telecommunications facilities and appurtenances for the Midway and Selvitz Roadway Improvement Project. All Terms and Conditions of the Master Contract #20100050 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: Culpepper & Terpening, Inc.  
Att: James P. "Butch Terpening", P.E.  
President  
2980 South 25<sup>th</sup> Street  
Ft. Pierce, Florida 34981  
Telephone: 772 464-3537 Fax: 772 464-9497  
Email: bterpening@ct-eng.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. 34984  
Telephone 772 871 7390 Fax 772 871 7337  
Email: cheryls@cityofpsl.com

City Project Manager:

Port St. Lucie Utility Systems Department  
Mr. David Koeppen  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL., 34985  
Telephone 772 873 6400 Fax 772 873 6405  
Email dkoeppen@cityofpsl.com

### **Description of Services**

The Engineer will design and provide permitting of +/- 1.2 miles of water & wastewater utility relocations along Midway Road (between Selvitz Rd. & South 25<sup>th</sup> St.) and +/- 0.4 miles of water & wastewater utility relocations and/or adjustments (between Midway Rd. & Nassau Ln.), to accommodate the proposed Roadway Improvements of Midway Road & Selvitz Road. It is the intention of the City to incorporate the design into the St Lucie County Midway & Selvitz Road Bid Documents for Construction, as an alternate bid item.

The engineering services associated with the project shall include, but are not limited to, the design and permitting of a new 12" water main and a new low pressure force main (varying in size from 2-1/2" to 6") along Midway Road, the relocation of an existing potable water interconnect metering station on South 25<sup>th</sup> St, the relocation and/or adjustment of; an existing 8" water main; an existing 6" force main; and an existing 6" low pressure force main along Selvitz Road, and a proposed telecommunications conduit along both Midway Road & Selvitz Road. The design and permitting shall include; all associated water; wastewater; and/or telecommunication appurtenances; the abatement of the existing water and/or wastewater facilities relocated and/or adjusted along both Midway & Selvitz Road; the coordination of the proposed design with all other public and/or private utilities and the roadway design consultant for St. Lucie County; permitting of the proposed utility relocations and/or adjustments with all applicable regulatory agencies; project specification; and minimal post design services.

The engineer shall prepare a 90% complete set of construction drawings, based on the proposed 60% roadway design (CAD file to be supplied to engineer) within 6-weeks of Notice to Proceed, and 100% construction drawings addressing all regulatory and/or owner review comments, within 2-weeks of receipt of all comments. All drawing plan and profile views shall be prepared in the same scale and layout as the proposed roadway design. The engineer shall provide post design services including, but not limited to, the preparation of project specification; estimated quantities and costs with the 90% submittal and final quantities and estimated costs with the 100% submittal; pay items descriptions for all pay items, answer all questions related to the design drawings and/or project specifications during the bidding process, attend the project preconstruction meeting, and resolve design issues identified during construction.

Deliverables supplied to the owner shall include:

- One (1) hard copy of 90% Construction Drawings
- One (1) PDF copy of 90% Construction Drawings
- One (1) AutoCad copy of 90% Construction Drawings
- Six (6) sets of signed and sealed 100% "Approved for Construction" Drawings
- One (1) PDF copy of 100% "Approved for Construction" Drawings
- One (1) AutoCad copy of 100% "Approved for Construction" Drawings

All Construction Drawings required for regulatory reviews shall be in addition to the above.

The specific scope of services shall be as follows:

**Phase 1: PLANNING DESIGN SERVICES**

Not In Contract – 60% Roadway Plans provided by Client

**Phase 2: PRELIMINARY DESIGN SERVICES**

**Task 2.1      Design Survey**

Consultant shall provide survey data collection for the entire route of the project to augment the files provided by Client (60% Roadway Design files from St. Lucie County, hereinafter referred to as Roadway Design Plan). The survey shall include verification of the horizontal and vertical underground facilities at drainage conflict locations as provided by the Roadway Design Plans. The work effort shall include ground-truthing of the collected survey data for the intended utility design. The vertical datum shall be consistent with the plans prepared by the Roadway Design Consultant. The survey data collection shall include subsequent survey efforts throughout the design process.

**Task 2.2      Program Management**

Consultant shall provide the City with management and coordination of the design with the project stakeholders. The Engineer shall be responsible for establishing the project schedule and facilitating the coordination required to adhere to the project completion milestones.

The management and coordination shall be through the use of weekly project design & update meeting to be facilitated by the Engineer. The Engineer shall host weekly meetings, establish meeting agenda's and publish meeting minutes to keep the project stakeholders informed of the development of the project. Progress plans shall be updated and posted to a web based file management system (i.e. Basecamp) to allow real time access to the plan development.

**Phase 3: FINAL DESIGN SERVICES**

**Task 3.1      Preliminary (Horizontal Plan) Submittal**

Engineer shall provide the City with the Preliminary Horizontal Plans submittal documents by October 21, 2011.

The Plans shall be prepared on size and format consistent with the Roadway Design Plan. The plans shall be prepared in AutoCADD software compatible with the City's requirements. The plan preparation shall comply with the City's criteria, PPM, and FDOT Design Standards. The Preliminary Horizontal Plan

submittal shall be prepared in general accordance with the PPM, Volume II, Chapter 2.3.2, and include the following components:

- Overall Utility Plan @ 300 scale (Preliminary)
- Typical Utility Sections (Preliminary)
- Plan Sheets @ 50 Scale (Preliminary)

The submittal documents shall also include the following:

- Utility Verification Plan submittal to all affected utility providers

**Task 3.2**      **Buildability (90% Plan) Submittal**

Engineer shall provide the City with the 90% submittal documents by November 30, 2011.

The Plans shall be prepared on size and format consistent with the Roadway Design Plans and comply with the City's criteria, PPM, and FDOT Design Standards. The 90% Plan submittal requirements shall be in accordance with the PPM, Volume II, Chapter 2.3.2, and include the following components:

- Key Sheet (Complete but subject to change)
- General Notes & Summary of Pay Items & Descriptions (Complete but subject to change)
- Overall Utility Plan @ 300 scale (Complete but subject to change)
- Plan & Profile Sheets @ 50 Scale (Complete but subject to change)
- Canal Crossing Detail Sheets (Complete but subject to change)
- Drainage/Utility Structures (Complete but subject to change)
- General Utility Details (Complete but subject to change)
- Cross Sections @ 200' intervals (Complete but subject to change)

The submittal documents shall also include the following:

- Update to the Engineer's Estimate of Probable Construction Cost commensurate with the development of the 90% plan information.

**Task 3.3**      **Bidability (100% Plan) Submittal**

Engineer shall provide the City with the 100% submittal documents by January 6, 2012.

The Plans shall be prepared on size and format consistent with the Roadway Design Plans and comply with the City's criteria, PPM, and FDOT Design Standards. The 100% Plan submittal requirements shall be in accordance with the PPM, Volume II, Chapter 2.3.2, and include the following components:

- Key Sheet (Final)
- General Notes & Summary of Pay Items (Final)
- Overall Utility Plan @ 300 scale (Final)
- Plan & Profile Sheets @ 50 Scale (Final)
- Canal Crossing Detail Sheets (Final)
- Drainage/Utility Structures (Final)
- General Utility Details (Final)

The submittal documents shall also include the following:

- Update to the Engineer's Estimate of Probable Construction Cost commensurate with the development of the 100% plan information.
- City Review Response  
Engineer shall prepare a written response to the City plan review of the 90% plan submittal.

**Task 3.4**      **Bid Documents**

Engineer shall prepare the standard technical specifications and special provisions required for inclusion in the Bid Documents. The technical specification and special provision shall be prepared in the standard County Section 300 format of said Bid Documents and include the descriptions of each individual bid item.

**Task 3.5**      **Project Permitting**

The project shall be permitted through the PSLUSD for the facilities to be owned and maintained by the PSLUSD. Permitting of facilities not owned by the PSLUSD shall not be provided under this contract. Engineer shall provide the technical information required to allow the PSLUSD to self permit the potable water and sanitary sewer improvements.

- Wetland Permitting is Not Included
- Gopher Tortoise Permitting and or Taking is Not Included

**Phase 4: BIDDING SERVICES**

**Task 4.1**      **Bid Assistance**

Engineer shall provide City assistance with the bidding of the project. Assistance shall include responses to bid questions raised by prospective bidders, review of bids, and attendance at the preconstruction.

**Phase 5: CONSTRUCTION SERVICES**

**Task 5.1**      **Construction Assistance**

Engineer shall assistance to the City in resolution of construction issues that may arise during the construction phase of the project. Assistance shall include written clarification and updated plan adjustments as required to resolve construction issues.

**SECTION II  
TIME OF PERFORMANCE**

Contract period shall commence October 3, 2011, and terminate September 30, 2012 encompassing 363 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. The dates referenced herein are based upon Engineer's receipt of 60% Roadway Design Plans by October 10, 2011

**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 with an estimated amount of \$94,750. All Estimated Fee Amounts are Not to Exceed amounts. The City will not pay for out-of-pocket expenses (Office & Utilities), subconsultant fees or any reimbursable expense.

The Engineering fees for Planning Design Services, Phase 1 No Fee

The Engineering fees for Preliminary Design 2, Task 2.1 Design Survey:

	Est. hours	Rate	Est. Fee
Senior Project Manager	8	\$175	\$ 1,400
Project Surveyor	3	\$125	\$ 375
Survey Manager	13	\$ 90	\$ 1,170
CADD Technician	18	\$ 60	\$ 1,080
Survey Field Crew	32	\$125	\$ 4,000
Principal Engineer	2	\$195	<u>\$ 390</u>
<b>TOTAL</b>			<b>\$ 8,415</b>

The Engineering fees for Preliminary Design 2, Task 2.2 Project Management/Coordination:

	Est. hours	Rate	Est. Fee
Senior Project Manager	36	\$175	\$ 6,300
Project Engineer	54	\$ 90	\$ 4,860
Clerical	6	\$ 40	\$ 240
Principal Engineer	2	\$195	<u>\$ 390</u>
<b>TOTAL</b>			<b>\$11,790</b>

The Engineering fees for Final Design 3, Task 3.1 Preliminary (Horizontal Plan) Submittal:

	Est. hours	Rate	Est. Fee
Senior Project Manager	21	\$175	\$ 3,675
Project Engineer	36	\$ 90	\$ 3,240
CADD Technician	100	\$ 60	\$ 6,000
Clerical	2	\$ 40	\$ 80
Principal Engineer	4	\$195	<u>\$ 780</u>
<b>TOTAL</b>			<b>\$13,775</b>

The Engineering fees for Final Design 3, Task 3.2 Bidability (90% Plan) Submittal:

	Est. hours	Rate	Est. Fee
Senior Project Manager	39	\$175	\$ 6,825
Project Engineer	102	\$ 90	\$ 9,180
CADD Technician	196	\$ 60	\$11,760
Principal Engineer	8	\$195	<u>\$ 1,560</u>
<b>TOTAL</b>			<b>\$29,325</b>

The Engineering fees for Final Design 3, Task 3.3 Buildability (100% Plan) Submittal:

	Est. hours	Rate	Est. Fee
Senior Project Manager	21	\$175	\$ 3,675
Project Engineer	42	\$ 90	\$ 3,780
CADD Technician	84	\$ 60	\$ 5,040
Clerical	4	\$ 40	\$ 160
Principal Engineer	8	\$195	<u>\$ 1,560</u>
<b>TOTAL</b>			<b>\$14,215</b>

The Engineering fees for Final Design 3, Task 3.4 Bid Documents:

	Est. hours	Rate	Est. Fee
Senior Project Manager	10	\$175	\$ 1,750
Project Engineer	32	\$ 90	\$ 2,880
Clerical	26	\$ 40	\$ 1,040
Principal Engineer	2	\$195	<u>\$ 390</u>
<b>TOTAL</b>			<b>\$ 6,060</b>

The Engineering fees for Final Design 3, Task 3.5 Project Permitting:

	Est. hours	Rate	Est. Fee
Senior Project Manager	4	\$175	\$ 700
Project Engineer	16	\$ 90	\$ 1,440
CADD Technician	8	\$ 60	\$ 480
Clerical	4	\$ 40	\$ 160
Principal Engineer	2	\$195	<u>\$ 390</u>
<b>TOTAL</b>			<b>\$ 3,170</b>

The Engineering fees for Bid Services 4, Task 4.1 Bid Assistance:

	Est. hours	Rate	Est. Fee
Senior Project Manager	10	\$175	\$ 1,750
Project Engineer	10	\$ 90	\$ 900
Clerical	2	\$ 40	\$ 80
Principal Engineer	2	\$195	\$ 390
<b>TOTAL</b>			<b>\$ 3,120</b>

The Engineering fees for Construction Services 5, Task 5.1 Construction Assistance:

	Est. hours	Rate	Est. Fee
Senior Project Manager	8	\$175	\$ 1,400
Project Engineer	16	\$ 90	\$ 1,440
CADD Technician	8	\$ 60	\$ 480
Principal Engineer	8	\$195	\$ 1,560
<b>TOTAL</b>			<b>\$ 4,880</b>

### Summary Fee Schedule

<u>Phase/Task</u>	<u>Description</u>	<u>Task Fee</u>
<b>Phase 1</b>	<b>Planning Services</b>	NIC
<b>Phase 2:</b>	<b>Preliminary Design Services</b>	
Task 2.1	Design Survey	\$ 8,415
Task 2.2	Program Management	\$11,790
<b>Phase 3:</b>	<b>Final Design Services</b>	
Task 3.1	Preliminary (Horizontal Plan) Submittal	\$13,775
Task 3.2	Bidability (90% Plan) Submittal	\$29,325
Task 3.3	Buildability (100% Plan) Submittal	\$14,215
Task 3.4	Bid Documents	\$ 6,060
Task 3.5	Project Permitting	\$ 3,170
<b>Phase 4:</b>	<b>Bidding Services</b>	
Task 4.1	Bid Assistance	\$ 3,120
<b>Phase 5:</b>	<b>Construction Services</b>	
Task 5.1	Construction Assistance	\$ 4,880
	<b>Total Fees</b>	<b>\$94,750</b>

Total is a Not to Exceed amount that will be paid at actual time and expense

**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 #20100061. 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 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 #20110115, Design and Permitting of Water, Wastewater and Telecommunications facilities and appurtenances for the Midway and Selvitz roadway 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

Culpepper & Terpening, Inc.

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 \_\_\_\_\_, 20\_\_.

(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.)

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 \_\_\_\_\_, 201.

\_\_\_\_\_  
Notary Signature

Notary Public-State of \_\_\_\_\_ at Large.

My Commission Expires \_\_\_\_\_.  
(seal)

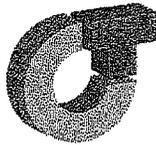
Neg ATTENDANCE

RFP #20110115

Design W,WW & Telecommunications Facilities Midway & Selvitz Road

September 15, 2011 @ 9 A.M.

	Name (Please PRINT Legibly)	Company Name Or Entity
1	Cheryl Shanaberger	City of PSL-OMB
2	STEFAN MATTHEES	CULPOTTER & TERPONG
3	David Koepfer	PSL USA
4	Butch Terpening	Culpotter & Terpening
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CULPEPPER & TERPENING, INC  
CONSULTING ENGINEERS | LAND SURVEYORS

September 13, 2011

Job No. 11-233  
Contract Correspondence  
Sender's Email: [smatthes@ct-eng.com](mailto:smatthes@ct-eng.com)

VIA: **Email**  
*Original via U.S. Mail*

Ms. Cheryl Shanaberger  
Deputy Director OMB  
City of Port St Lucie  
Office of Management of Budget  
121 SW Port St Lucie Blvd  
Port St Lucie, FL 34984

RE: **Draft 1 Contract # 20110115 – Utility Design for Midway & Selvitz Road**

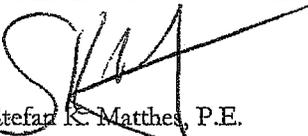
Dear Ms. Shanaberger:

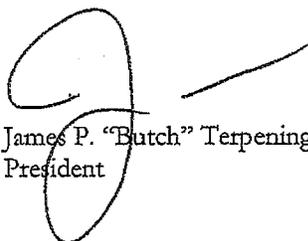
Culpepper & Terpening, Inc. is please to present our first draft of the Contract and associated man-hour estimates for the preparation of the Utility Design for Midway & Selvitz Road.

We trust that this submittal is of assistance for our negotiations scheduled for September 15, 2011 at 9:00 am. We would also like to thank the City for this opportunity and as always should you have any questions, please feel free to contact our office.

Sincerely,

**CULPEPPER & TERPENING, INC.**

  
Stefan K. Matthes, P.E.  
Senior Vice President

  
James P. "Butch" Terpening, Jr., P.E.  
President

cc: Mr. David Koeppen, PSLUSD

City Project Manager:

### Description of Services

The Engineer will design and provide permitting of +/- 1.2 miles of water & wastewater utility relocations along Midway Road (between Selvitz Rd. & South 25<sup>th</sup> St.) and +/- 0.4 miles of water & wastewater utility relocations and/or adjustments (between Midway Rd. & Nassau Ln.), to accommodate the proposed Roadway Improvements of Midway Road & Selvitz Road. It is the intention of the City to incorporate the design into the St Lucie County Midway & Selvitz Road Bid Documents for Construction, as an alternate bid item.

The engineering services associated with the project shall include, but are not limited to, the design and permitting of a new 12" water main and a new low pressure force main (varying in size from 2-1/2" to 6") along Midway Road, the relocation of an existing potable water interconnect metering station on South 25<sup>th</sup> St, the relocation and/or adjustment of; an existing 8" water main; an existing 6" force main; and an existing 6" low pressure force main along Selvitz Road, and a proposed telecommunications conduit along both Midway Road & Selvitz Road. The design and permitting shall include; all associated water; wastewater; and/or telecommunication appurtenances; the abatement of the existing water and/or wastewater facilities relocated and/or adjusted along both Midway & Selvitz Road; the coordination of the proposed design with all other public and/or private utilities and the roadway design consultant for St. Lucie County; permitting of the proposed utility relocations and/or adjustments with all applicable regulatory agencies; project specification; and minimal post design services.

The engineer shall prepare a 90% complete set of construction drawings, based on the proposed 60% roadway design (CAD file to be supplied to engineer) within 6-weeks of Notice to Proceed, and 100% construction drawings addressing all regulatory and/or owner review comments, within 2-weeks of receipt of all comments. All drawing plan and profile views shall be prepared in the same scale and layout as the proposed roadway design. The engineer shall provide post design services including, but not limited to, the preparation of project specification; estimated quantities and costs with the 90% submittal and final quantities and estimated costs with the 100% submittal; pay items descriptions for all pay items, answer all questions related to the design drawings and/or project specifications during the bidding process, attend the project preconstruction meeting, and resolve design issues identified during construction.

Deliverables supplied to the owner shall include:

- One (1) hard copy of 30% Construction Drawings
- One (1) PDF copy of 30% Construction Drawings
- One (1) hard copy of 90% Construction Drawings
- One (1) PDF copy of 90% Construction Drawings
- One (1) AutoCad copy of 90% Construction Drawings
- Six (6) sets of signed and sealed 100% "Approved for Construction" Drawings
- One (1) PDF copy of 100% "Approved for Construction" Drawings
- One (1) AutoCad copy of 100% "Approved for Construction" Drawings

*preliminary  
horizontal  
layout*

All Construction Drawings required for regulatory reviews shall be in addition to the above.

The specific scope of services shall be as follows:

**Phase 1: PRELIMINARY DESIGN SERVICES**

**Task 1.1 Design Survey**

Consultant shall provide survey data collection for the entire route of the project to augment the files provided by Client (60% Roadway Design files from St. Lucie County, hereinafter referred to as Roadway Design Plan). The survey shall include horizontal and vertical verification of existing underground facilities sufficient to prepare the Construction Plans. The horizontal and vertical verification shall be based on potholes provided by the Utility Provider. The work effort shall include ground-truthing of the collected survey data for the intended utility design. The vertical datum shall be consistent with the plans prepared by the Roadway Design Consultant. The survey data collection shall include subsequent survey efforts throughout the design process.

**Task 1.2 Program Management**

Consultant shall assist the City with management and coordination of the design with the project stakeholders. The Engineer shall be responsible for establishing the project schedule and facilitating the coordination required to adhere to the project completion milestones.

The management and coordination shall be through the use of weekly project design & update meeting to be facilitated by the Engineer. The Engineer shall host weekly meetings, establish meeting agenda's and publish meeting minutes to keep the project stakeholders informed of the development of the project. Progress plans shall be updated and posted to a web based file management system (i.e. Basecamp) to allow real time access to the plan development.

**Phase 2: FINAL DESIGN SERVICES**

**Task 2.1 Initial (30% Plan) Submittal**

Engineer shall provide the City with the 30% submittal documents by \_\_\_\_\_, 2011.

The Plans shall be prepared on 11" x 17" size format consistent with the Roadway Design Plan. The plans shall be prepared in AutoCADD software compatible with the City's requirements. The plan preparation shall comply with the City's criteria, PPM, and FDOT Design Standards. The 30% Plan submittal requirements shall be in accordance with the PPM, Volume II, Chapter 2.3.2, and include the following components:

- Key Sheet (Preliminary)
- General Notes Sheet (Preliminary)
- Overall Utility Plan @ 300 scale (Preliminary)
- Plan & Profile Sheets @ 40 Scale (Preliminary)
- Cross Sections @ 100' intervals (Preliminary)

*Phase I*  
*Phase 2*

*Phase 3*

*No need of verification of vertices  
Limit scope of cross section of areas*

The submittal documents shall also include the following:

- Engineer's Estimate of Probable Construction Cost commensurate with the development of the 30% plan information.
- Utility Verification Plan submittal to all affected utility providers

**Task 2.2** Buildability (90% Plan) Submittal

Engineer shall provide the City with the 90% submittal documents by \_\_\_\_\_, 2011.

*Nov 30*  
*24x36 50 scale @ 40 scale ??*

The Plans shall be prepared on 11" x 17" size format and comply with the City's criteria, PPM, and FDOT Design Standards. The 90% Plan submittal requirements shall be in accordance with the PPM, Volume II, Chapter 2.3.2, and include the following components:

*Must be the same as the county will match*

*go over but only 1*

- Key Sheet (Complete but subject to change)
- General Notes & Summary of Pay Items (Complete but subject to change)
- Overall Utility Plan @ 300 scale (Complete but subject to change)
- Plan & Profile Sheets @ 40 Scale (Complete but subject to change)
- Canal Crossing Detail Sheets (Complete but subject to change)
- Drainage/Utility Structures (Complete but subject to change)
- General Utility Details (Complete but subject to change)
- Cross Sections @ 100' intervals (Complete but subject to change)
- Stormwater Pollution Prevention Plan (Complete but subject to change)
- Traffic Control (MOT) Plan (Complete but subject to change)

*as needed*  
*?? 2*  
*Q&A check no cert. in POT*  
*remove*

The submittal documents shall also include the following:

- Update to the Engineer's Estimate of Probable Construction Cost commensurate with the development of the 90% plan information.
- City Review Response  
Engineer shall prepare a written response to the City plan review of the 30% plan submittal.

**Task 2.3** Bidability (100% Plan) Submittal

Engineer shall provide the City with the 100% submittal documents by \_\_\_\_\_, 2011.

*1/6 Jan 6*

The Plans shall be prepared on 11" x 17" size format and comply with the City's criteria, PPM, and FDOT Design Standards. The 100% Plan submittal requirements shall be in accordance with the PPM, Volume II, Chapter 2.3.2, and include the following components:

- Key Sheet (Final)
- General Notes & Summary of Pay Items (Final)
- Overall Utility Plan @ 300 scale (Final)

- Plan & Profile Sheets @ 40 Scale (Final)
- Canal Crossing Detail Sheets (Final)
- Drainage/Utility Structures (Final)
- General Utility Details (Final)
- Stormwater Pollution Prevention Plan (Final)
- Traffic Control (MOT) Plan (Final)

The submittal documents shall also include the following:

- Update to the Engineer's Estimate of Probable Construction Cost commensurate with the development of the 100% plan information.
- City Review Response  
Engineer shall prepare a written response to the City plan review of the 90% plan submittal.

**Task 2.4 Bid Documents**

Engineer shall prepare the standard technical specifications and special provisions required for inclusion in the Bid Documents. The technical specification and special provision shall be prepared in the standard County Section 300 format of said Bid Documents. *And pay item descriptions*

**Task 2.5 Project Permitting** *— all permits by City*

Engineer shall provide permit submittals to the following agencies for the construction of the project:

Florida Department of Environmental Protection (FDEP):

Permit applications shall be made to the FDEP for both the potable water and sanitary sewer line relocations. Assistance with PSLUSD in-house permitting shall be provided where applicable

St. Lucie County Right-of-Way Permit

City of Port St. Lucie Excavation Permit

- Wetland Permitting is Not Included
- Gopher Tortoise Permitting and or Taking is Not Included

*Assist  
City will  
reimburse  
at cost*

**SECTION II  
TIME OF PERFORMANCE 365**

*Sept. 15  
Dec / 2012*

Contract period shall commence \_\_\_\_\_, 2011, and terminate \_\_\_\_\_, 201\_\_\_\_\_, 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.

*one on meetings  
one bid review - Task 3.1  
#20110115*

**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 with an estimated amount of \$104,315. All Estimated Fee Amounts are Not to Exceed amounts. The City will not pay for out-of-pocket expenses (Office & Utilities), subconsultant fees or any reimbursable expense.

The Engineering fees for Preliminary Design 1, Task 1.1 Design Survey:

	Est. hours	Rate	Est. Fee
Senior Project Manager	8	\$175	\$ 1,400
Project Surveyor	3	\$125	\$ 375
Survey Manager	14	\$ 90	\$ 1,260
CADD Technician	20	\$ 60	\$ 1,200
Survey Field Crew	48	\$125	\$ 6,000
Principal Engineer	2	\$195	<u>\$ 390</u>
<b>TOTAL</b>			<b>\$10,625</b>

The Engineering fees for Preliminary Design 1, Task 1.2 Project Management/Coordination:

	Est. hours	Rate	Est. Fee
Senior Project Manager	36	\$175	\$ 6,300
Project Engineer	54	\$ 90	\$ 4,860
Clerical	6	\$ 40	\$ 240
Principal Engineer	2	\$195	<u>\$ 390</u>
<b>TOTAL</b>			<b>\$11,790</b>

The Engineering fees for Final Design 2, Task 2.1 Initial (30% Plan) Submittal:

	Est. hours	Rate	Est. Fee
Senior Project Manager	31	\$175	\$ 5,425
Project Engineer	58	\$ 90	\$ 5,220
CADD Technician	166	\$ 60	\$ 9,960
Clerical	2	\$ 40	\$ 80
Principal Engineer	4	\$195	<u>\$ 780</u>
<b>TOTAL</b>			<b>\$21,465</b>

*Add 301- permit reimbursable*

### Summary Fee Schedule

<u>Phase/Task</u>	<u>Description</u>	<u>Task Fee</u>
<b>Phase 1:</b>	<b>Preliminary Design Services</b>	
Task 1.1	Design Survey	\$10,625
Task 1.2	Program Management	\$11,790
<b>Phase 2:</b>	<b>Final Design Services</b>	
Task 2.1	Initial (30% Plan) Submittal	\$21,465
Task 2.2	Bidability (90% Plan) Submittal	\$33,730
Task 2.3	Buildability (100% Plan) Submittal	\$17,475
Task 2.4	Bid Documents	\$ 6,060
Task 2.5	Project Permitting	<u>\$ 3,170</u>
	<b>Total Fees</b>	<b>\$104,315</b>

Total is a Not to Exceed amount that will be paid at actual time and expense

#### 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.

**Manhour Estimates  
Midway Selvitz Road Utility Adjustments  
City of Port St. Lucie Project No. 20110115**

**Sept 15, 2011**

	Sr. Project Manager (\$175/hr)		Project Surveyor (\$125/hr)		Project Engineer (\$90/hr)		CADD Technician (\$60/hr)		Survey Field Crew (\$125/hr)		Clerical (\$40/hr)		Principal Engineer (\$195/hr)		Budget Totals	Price
	Hours	Budget	Hours	Budget	Hours	Budget	Hours	Budget	Hours	Budget	Hours	Budget	Hours	Budget		
<b>3.4 Bidability (100%) Plans</b>																
Key Sheet (11" x 17")	26	\$ 4,550.00	0	\$ -	52.5	\$ 4,725.00	108	\$ 6,480.00	0	\$ -	4	\$ 160.00	8	\$ 1,560.00	\$ 17,475.00	\$ 17,475.00
General Notes/Summary of Pay Items	0.5				0.5		1									
Typical Section (2)	1				2		4									
Plan sheets @ 40 scale (12)	0.5				0		1									
Profile Sheets (12)	4				8		20									
Cross Sections 100' intervals (74)	4				8		20									
Canal Crossing Details	2				4		10									
Utility/Drainage Structure Sheets	2				4		8									
Utility Details	1				4		8									
Traffic Control Plans	1				2		4									
Erosion Control Plans	1				2		4									
Engineer's Cost Estimate	1				4		8									
90% Comment responses	1				8		8									
Updated Cost Estimate	2				2		4									
Signed & Sealed Plans	1				2		4									
	4				2		4									
<b>3.5 Bid Documents</b>																
Front End Docs	10	\$ 1,750.00	0	\$ -	32	\$ 2,880.00	0	\$ -	0	\$ -	26	\$ 1,040.00	2	\$ 390.00	\$ 6,060.00	\$ 6,060.00
Technical Specs	4				8		0				10		2			
	6				24		0				16					
<b>3.6 Project Permitting</b>																
FDEP Potable Water	4	\$ 700.00	0	\$ -	16	\$ 1,440.00	8	\$ 480.00	0	\$ -	4	\$ 160.00	2	\$ 390.00	\$ 3,170.00	\$ 3,170.00
FDEP Sanitary Sewer	2				8		4				2		2			
	2				8		4				2		2			
<b>Grand Total</b>															<b>\$ 104,315.00</b>	

<b>Total Manhours</b>	<b>147</b>	<b>7</b>	<b>317</b>	<b>530</b>	<b>48</b>	<b>20</b>	<b>26</b>	<b>1094.5</b>
<b>Percentage</b>	<b>13%</b>	<b>1%</b>	<b>29%</b>	<b>48%</b>	<b>4%</b>	<b>2%</b>	<b>2%</b>	<b>100.00%</b>

Respondent: CAPTEC ENGINEERING

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Exp	4	0 1 2 3 ④ 5	0 1 2 3 4 5
Comments:			
B. Firm Experience	5	0 1 2 3 ④ 5	0 1 2 3 4 5
Comments:			
C. Schedule Challenges	4	0 1 2 3 ④ 5	0 1 2 3 4 5
Comments:			
D. Challenges design & permitting	5	0 1 2 3 4 ⑤	0 1 2 3 4 5
Comments:			
E. Emergency Response Time	1	0 1 2 3 4 ⑤	0 1 2 3 4 5
Comments:			
F. Accepts Payment by P-Card	5	0 ①	0 1

**Instructions to Evaluator:** Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: JAMES E. ANGSTADT Dept.: ENGINEERING

(please print)

Signature: Jama E. Angstadt Date: 8/30/11

Respondent: **CULPEPPER & TERPENING, INC.**

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Exp	4	0 1 2 3 <b>(4)</b> 5	0 1 2 3 4 5
Comments:			
B. Firm Experience	5	0 1 2 3 4 <b>(5)</b>	0 1 2 3 4 5
Comments:			
C. Schedule Challenges	4	0 1 2 3 <b>(4)</b> 5	0 1 2 3 4 5
Comments:			
D. Challenges design & permitting	5	0 1 2 3 4 <b>(5)</b>	0 1 2 3 4 5
Comments:			
E. Emergency Response Time	1	0 1 2 3 4 <b>(5)</b>	0 1 2 3 4 5
Comments:			
F. Accepts Payment by P-Card	5	0 <b>(1)</b>	0 1

**Instructions to Evaluator:** Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: JAMES E. ANGSTADT Dept.: ENGINEERING  
(please print)

Signature: James E. Angstadt Date: 8/30/11

Respondent: CREECH ENGINEERS, INC.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Exp	4	0 1 2 3 ④ 5	0 1 2 3 4 5
Comments:			
B. Firm Experience	5	0 1 2 ③ 4 5	0 1 2 3 4 5
Comments:			
C. Schedule Challenges	4	0 1 2 ③ 4 5	0 1 2 3 4 5
Comments:			
D. Challenges design & permitting	5	0 1 2 3 ④ 5	0 1 2 3 4 5
Comments:			
E. Emergency Response Time	1	0 1 2 3 4 ⑤	0 1 2 3 4 5
Comments:			
F. Accepts Payment by P-Card	5	0 ①	0 1

**Instructions to Evaluator:** Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: JAMES E. ANGSTADT Dept.: ENGINEERING  
(please print)

Signature: James E. Angstadt Date: 8/30/11

Respondent: KEITH AND SCHNARS, P.A.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Exp	4	0 1 2 <b>3</b> 4 5	0 1 2 3 4 5
Comments:			
B. Firm Experience	5	0 1 2 <b>3</b> 4 5	0 1 2 3 4 5
Comments:			
C. Schedule Challenges	4	0 1 <b>2</b> 3 4 5	0 1 2 3 4 5
Comments:			
D. Challenges design & permitting	5	0 1 2 <b>3</b> 4 5	0 1 2 3 4 5
Comments:			
E. Emergency Response Time	1	0 1 <b>2</b> 3 4 5	0 1 2 3 4 5
Comments:			
F. Accepts Payment by P-Card	5	0 <b>1</b>	0 1

**Instructions to Evaluator:** Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: JAMES E. ANGSTADT Dept.: ENGINEERING

(please print)

Signature: James E. Angstadt Date: 8/30/11

**PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST**

Meeting Date: September 12, 2011

Public Hearing  Ordinance  Resolution  Motion

Item: #20110115, Design & permit for Midway & Selvitz

**Recommended Action:**

- 1) Approve short listed firms by evaluation committee #1 Culpepper & Terperning, Inc., #1 Captec Engineering Inc., and #3 Creech Engineering, and start negotiation with #1 ranked firm Culpepper & Terperning Inc. If unable to negotiate a contract with #1 firm to continue to negotiate with #2 and then #3 firms.

Exhibits: Department memo attached [ ] yes [X ] no

Copies of the Bid tabulation Report, Proposals, Specifications, Committee Scores, Minutes

NOTE: Offers from vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Summary Explanation/Background Information: The Request for Proposal was advertised August 10, 2011 for the Design and permitting for Midway and Selvitz road improvement project to firms that were awarded contracts under Master contract #20100050. A proposal notification was sent to 67 suppliers and 12 firms requested proposals. The proposal was opened August 23, 2011 at 1:30 P.M. and 4 firms responded. The evaluation committee met August 31, 2011 at 11 A.M. and as a consensus short listed and scored the following firms as follows: Culpepper & Terperning Inc., Captec Engineering Inc. Creech Engineering and Kieth and Schnars. The evaluation committee held question and answers with the 3 topped scored firms on September 1, 2011 at 9 A.M. and consensus ranked the firms as follows: #1 Culpepper & Terperning Inc., #2 Captec Engineering Inc. and #3 Creech Engineering. The committee considered the solutions to the scheduling issues, service disruptions, coordination of many agencies and other challenges to this project. Even though the project is a professional service and the City policy excludes a local preference this firm is located in the Treasure Coast. All firms stated they could respond within an hour or less.

The need for the above is:

Purchase is not a replacement

Purchase is budgeted.

Department requests expenditure from the following:

Fund	445	Utilities Water 70% Wastewater 30%
Cost Center	3316/ 3516	Water & Wastewater
Object Code	563004	Professional services
Project	Y1122	Midway & Selvitz

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

City Manager concurs with award: Department requests

Submitted by:

Representing Committee

Date Submitted 9/1/11

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SEP 07 2011

City Manager's Office

20110115

9/1/11 @ 9

Q+A

909

Creech

3

907  
17  
924

Q Elaborate on other project City + City

A. S. Leonard San Isabel cave Slough  
majority of water + sewer for utilities +  
Midway water main industrial waste

Q. Plans 60% - walk-project manager how  
or what would you do

A. Review - check location of plots  
Rivcoft meeting

meet PSH util + review design

meet w City + may FPA

Q Section 90% plans and handle conflict

A initial meeting PSH + meet city FPA  
to address conflict

Q Permits - handle needs -

A. 12 no DTP, PSH for permits City  
and maybe ROW permit, coordinate

FPA -

Q Wetlands

yes - should not be any additional  
permitting

Q Office staff location

A Eric new walkout of PSH office  
small at this time + is only staffed

Q Other private or public projects could interfere  
this project has a tight schedule

A - we use a team approach and we can  
provide additional staff as needed. Also  
have brought on additional personnel

9:20 Captee

3

9:23 Q Permitting issues - Wetland

A Know about ditch, issue with gravity  
wall, can move ~~as avoid~~ in different  
Army care ditch - most are being taken  
care of and at SF

PSH utility - replace line will need  
sewering permit

ROW permit Sh County PSH  
MPS permitting, follow criteria more  
stringent than

City Response - intention is to renovate + replace  
A. existing water main is directly in  
conflict with ~~water~~

Q Measures for disruption of services

A. will check out and can use line  
stops depending on need - line stops are  
expensive

Q Aggressive schedule - Challenges

A: Keeping people in service, ROW acquisition  
and if we are in the proposed area

will need cooperation, other projects were within existing ROW, this project is acquire ROW, major ditch replacement with pipe and wall - timing and coordination, concern for meter adjustment

Q 60% plans provided, have seen drainage but not new plans, steps that you will do -

A. check lines with PST line

B. check conflicts

C. adjust pathology

D take out a review where new lines

<sup>go</sup>  
E. Research to make sure lines are accurate

F. Roadway designs a drainage to work with them for adjustments

Q Designing drawing - or working on models  
A working on models

Q 90% plan - issue drainage conflicts that do you do  
A Every phase have review + will change and it is not an extra - 5 charges - we make those adjustment even after contracts

90% - from we have to attack now - adjust utility also affects storm coordination very purpose

9:40 CST

3

9:43

Aqueous

Q Sub-projects - under the ditch  
A can move box - City, Micro station - City  
Micro station.

Solutions - Fire district area - could use  
side streets due to limited ROW

Q Interactive software - other contractors  
Coordinate + transfer data -

A set up at Kirkoff meeting all  
represent. web base system PSL  
contracts access - all stakeholders  
are notified - all data is available  
to all

Q have you used other used this software, ~~ye~~  
A yes all parties

Grants call - will suggest changes to  
drainage

set up project for alternate bid - if we  
do that there is a lot of coordination  
and need to look at sequence to  
avoid change orders

Q 60% plans - how do you start

A. integrity of plans, software, review +  
ground troop in, verifies all the start  
design process

Weekly meetings - all affected designers,  
Utilities City and RW designers - all  
that will be effective

Q 90% - and have contracts & time  
consideration

A Dedicated team to get crack time  
on this project only

Q. Relationship - City, FPLA

A. Great relationship w City & FPLA,  
Home town & FPL a lock near

Q. Permitting issues

A. Can do in house  
inter connect PEP

local permitting - break up to meet  
time schedule

check wetlands & have our pre-app to  
help move project forward

wetlands - no application yet - Classified  
ditches as wetland

Q. Marcello CEI - Preemptive for construct-  
ability

Q Design Phases

A. Stress

Q. Contingency Ser pointer City <sup>FPL</sup> ~~FPLA~~ any  
distractions that will take away from  
this project

Q. Preamble - services to existing Customers  
sequence in design & break up in segments

Captec & Ct gave additional knowledge

Captec knowledge of framing

Cst had knowledge of project site  
meeting schedule with plans for Row 2  
utilities

Cst attacked project & address name  
challenge

Qua d as secret