

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 12A
DATE 10/24/11

Meeting Date: October 24, 2011

Public Hearing _____ Ordinance _____ Resolution _____ Motion X

Item: #20110088R, Construction Engineering Inspections Loutus Pond, Rebid

Recommended Action:

- 1) Approve Time & Expense Contract #20110088R, Construction Engineering Inspections (CEI) with Captec Engineering, Inc., for an estimated amount of \$223,127.50. Contract time is 224 calendar days.

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

Summary Explanation/Background Information: Contract negotiations were conducted with Captec Engineering Inc., on October 17, 2011 at 10 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	403	EWIP Fund
Cost Center	4126	Street & Drainage
Object Code	568813	Capital improvement
Project	000000	CEI Loutus Pond

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

City Manager concurs with award: Department requests

Submitted by: *Patricia Roebling*

City Engineer

Date Submitted 10/17/11

RECEIVED
OCT 18 2011
City Manager's Office



"A City for All Ages"

CITY OF PORT ST. LUCIE

Engineering Department

Accredited Agency – American Public Works Association



MEMORANDUM

TO: CHERYL SHANABERGER –DEPUTY DIRECTOR OF OMB

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

DATE: OCTOBER 17, 2011

RE: EASTERN WATERSHED IMPROVEMENT PROJECT
LOUTUS POND AND BLACKWELL WATERWAY IMPROVEMENTS
CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES
CAPTEC ENGINEERING, INC CONTRACT NO. 20110088R

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

/jea

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

S:\projects\EWIP\5.0 Construction\5.6 Correspondence\11-10-17 Memo OMB EWIP Captec Contract Rec.doc

**CITY OF PORT SAINT LUCIE
CONTRACT #20110088R**

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, CAPTEC Engineering Inc., a Florida Corporation, 301 NW Flagler Avenue, Stuart, Florida 34994, Telephone No (772) 692-4344, Fax No (772) 692-4341, hereinafter called "Engineer", party of the second part.

RECITALS

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

SECTION I

NOTICES & DESCRIPTION OF SERVICES TO BE PROVIDED

The scope of work that the Engineer has agreed to perform pursuant to E-bid #20110088R for the Construction Engineering Inspections for the Loutus Pond project. All Terms and Conditions of the Master Contract #20100113 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: CAPTEC Engineering, Inc.
Att: Joseph W. Capra, PE / President
301 NW Flagler Avenue
Stuart, FL 34994
Telephone: 772.692.4344; Fax: 772.692.4341
Email: jcapra@gocaptec.com

City Contract Administrator: Office of Management & Budget
Att: Cheryl Shanaberger, Deputy Director OMB
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 871 7390 Fax 772 871 7337
Email: cheryls@cityofpsl.com

City Project Manager: James Angstadt
Telephone #772 344 4239
Email: jangstadt@cityofpsl.com

Description of Services

The Engineer shall provide Construction Engineering Inspection Services for the construction of a wet detention pond drainage system in the City of Port St. Lucie. The construction project involves, but is not limited to: one stormwater detention pond, outfall structures, conveyance piping, drainage structures, maintenance of traffic (MOT), residential roadway pavement restoration, rip-rap, sidewalk, conduit & fiber optic system, pressure pipe systems, mobile pump system station, sediment & erosion control measures, sodding, pump station structural repairs, landscape restoration and all work needed to provide a complete project.

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

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

1. Review and become familiar with contract documents (construction plans, specifications, bid documents, permits, etc.)
2. Attend/Conduct pre-construction meeting. Prepare response to questions if necessary.
3. Review the following Contractor supplied documents for consistency with the bid documents, plans and specifications prior to site mobilization:
 - A) Construction Project Schedule
 - B) Shop Drawings
 - C) Product Specifications
 - D) Dewatering Plan
 - E) Survey Control Documentation
 - F) NPDES Construction Notification
 - G) Utility Coordination Documentation
4. Coordination of daily site inspection by Engineer's Resident Inspector, with the following tasks performed:
 - A. Review contractor's planned activities for the day
 - B. Coordinate testing of materials
 - C. Summarize personnel and equipment present
 - D. Observe construction materials staged onsite
 - E. Observe and monitor offsite drainage and property impacts
 - F. Observe and monitor erosion control measures
 - G. Observe benchmarking
 - H. Observe and monitor safety issues
 - I. Observe and monitor maintenance of traffic

- J. Perform periodic checks of contractor's compliance with contract specification requirements
 - K. Photo document site as needed
 - L. Document and summarize resolution of any problems, issues, contract interpretations, etc.
 - M. Complete Daily Work Reports
 - N. Document pay item quantities for constructed/installed materials
5. Review and coordinate response for any written Contractor Requests for Information (RFIs) provided to Engineer.
 6. Review and provide recommendations to the City on any change orders necessary to complete intent of project scope.
 7. Review and provide recommendations to the City on the Contractor's Monthly Pay Request.
 8. Conduct progress meetings with City and Contractor personnel to discuss construction progress and issues. It is assumed these meetings will be conducted weekly.
 9. Conduct initial and final walk-through inspections of project with pertinent stakeholders and provide City with punch list input. Ensure correction of any deficient items noted on punch list.
 10. Review as-built construction plans submitted by the Contractor as well as final geotechnical testing results. The as-builts will provide the basis for the certification of construction completion.
 11. Assist the City with any public involvement efforts necessary for the project.
 12. Review and provide the City with recommendations and resolution on any claim issue provided to Engineer by the Contractor.

DELIVERABLES

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

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

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence _____, 2011, and terminate _____ 2012, 224 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 with an estimated amount of \$223,127.50. All Lump Sum Amounts are Not to Exceed amounts. The City will not pay for out-of-pocket expenses (Office & Utilities), sub-consultant fees or any reimbursable expense. The Engineering fees for CEI Services:

CEI Services: Estimated Construction Duration 224 Days (32 weeks) – Anticipated Start Date: November 1, 2011

Position	Hours/Week	Total Weeks	Total Hours	Rate / Hour	Total
Principal/Director of Construction	2	32	64	\$175.00	\$11,200.00
CEI Project Manager/Sr. PE	22.5	32	720	\$135.00	\$97,200.00
Lead Project Representative	31	32	992	\$80.00	\$79,360.00
Admin/RCS	8	32	256	\$55.00	\$14,080.00
			Sub-total		\$201,840.00

Start up & Close out: 6 Weeks

Position	Hours/Week	Total Weeks	Total Hours	Rate / Hour	Total
Principal/Director of Construction	2	6	12	\$175.00	\$2,100.00
CEI Project Manager/Sr. PE	13.75	6	82.5	\$135.00	\$11,137.50
Lead Project Representative	40	2	80	\$80.00	\$6,400.00
Admin/RCS	5	6	30	\$55.00	\$1,650.00
			Sub-total		\$21,287.50

Grand Total \$223,127.50*

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

During the simultaneous construction of the Loutus Pond and Tiffany Channel projects, as activities scheduling allows, CAPTEC will attempt to reduce projected hours by utilizing personnel on both jobs simultaneously.

Engineer VISA Payment Procedures

1. A ghost account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expense. The account will also have limits as per the MCC code. Reasonable total invoice amounts will also be established. The ghost account will be entered with the proper expense codes. The Engineer will be provided this ghost account number to process payments.
2. A purchase order to the Engineer for this project will be issued.
3. The Engineer will send the project manager by the 1st of each month a detail estimated pay request listing employee title, estimated hours of work, hourly rate and related tasks to be completed that will be accomplished by the 25th of the same month.
4. The City's Project Manager will approve the estimated pay request by the 6th of the same month. The City's Project Manager is signing and agreeing that the task estimates are reasonable and feasible as to being completed by the 25th of the same month.
5. The Project Manager (PM) will email the approved pay request estimate to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.
6. The Engineer may not place the charge on the ghost account until the 6th of each month. Under no circumstances will the account be used between the 1st and 5th of the month.
7. The Engineer will send the invoice with all required documents as per the contract to the PM by the 25th of each month. The invoice total must match the previously submitted pay request total for the same work period.
8. The PM will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will sign documents that state the payment is correct and payment by the City is authorized. This is the invoice that will authorize the City to pay the bank provider-BOA. The PM will breakout the pay items and assign to purchase order subsections as part of the process.
9. The PM will have the signed invoice and documents to the Contract Specialist and P-Card Administrator no later than the 10th of each month.
10. The PM will mark any pay estimate that should not be paid and provide explanation. All pay estimate approved by the PM that are charged to Visa must equal the invoice. All adjustments must be made on following pay estimate.
11. OMB will balance statement and issue all dispute items.
12. OMB will produce summary sheet and send all documentation to Finance for payment.

Pay Estimate does not Equal Actual Work Completed

The City will allow up to 15% of the estimated work not to be completed by the 25th of the month and still approve the invoice. However, the Engineer on the 6th of the following month

must indicate the adjustment amount as a credit on the new pay estimate being submitted. The City cannot pay credits.

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

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

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

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

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

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

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

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.

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 #20110088R. 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.

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF MARTIN §

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

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

2. That the undersigned firm is a corporation which engages in furnishing professional 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 #2011088R, CEI Loutus Pond.

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

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

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

FURTHER AFFIANT SAYETH NAUGHT

CAPTEC Engineering Inc.

Name of Firm

By: President

The foregoing instrument was acknowledged before me by Joseph W. Capra, who is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this 14th day of October, 2011.

(SEAL)

Signature

Cathi Moody

Notary Name (typed or printed)

Title or Rank

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

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____
Authorized Representative of CAPTEC Engineering, Inc.)

State of: FLORIDA

County of: MARTIN

Before me personally appeared: Joseph W. Capra
(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 he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 17th day of October, 2011.

Notary Signature

Notary Public-State of Florida at Large.

My Commission Expires 4/13/15.
(seal

Neg Committee
RFP #20110088R
Rebid CEI Loutus Pond
October 17, 2011 @ 10:00:00 AM

	Name (Please PRINT Legibly)	Company Name Or Entity
1	Cheryl Shanaberger	City of PSL-OMB
2	JAMES E. ANGSTADT	PSL ENGINEERING
3	JOE PARRA	CARTEC
4		
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11/1 start
6/12/12

**CITY OF PORT SAINT LUCIE
CONTRACT #20110088R**

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, CAPTEC Engineering Inc., a Florida Corporation, 301 NW Flagler Avenue, Stuart, Florida 34994, Telephone No (772) 692-4344, Fax No (772) 692-4341, hereinafter called "Engineer", party of the second part.

RECITALS

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

SECTION I

NOTICES & DESCRIPTION OF SERVICES TO BE PROVIDED

The scope of work that the Engineer has agreed to perform pursuant to E-bid #20110088R for the Construction Engineering Inspections for the Loutus Pond project. All Terms and Conditions of the Master Contract #20080132 and 20100113 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:

Captec
Gary Soria

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: James Angstadt
Telephone #772 344 4239
Email: jangstadt@cityofpsl.com

**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 \$. All Lump Sum Amounts are Not to Exceed amounts. The City will not pay for out-of-pocket expenses (Office & Utilities), sub-consultant fees or any reimbursable expense.

The Engineering fees for CEI Services:

230 ? 32
CEI Services: Estimated Construction Duration 240 days (34 weeks)

Position	Hours/Week	Total Weeks	Total Hours	Rate / Hour	Total
Principal/Director of Construction	2	34	68	\$175.00	\$11,900.00
CEI Project Manager/Sr. PE	22.5	34	765	\$135.00	\$103,275.00
Lead Project Representative	31	34	1054	\$80.00	\$84,320.00
Admin/RCS	8	34	272	\$55.00	\$14,960.00
			Sub-total		\$214,455.00

Start up & Close out: 8 Weeks

Position	Hours/Week	Total Weeks	Total Hours	Rate / Hour	Total
Principal/Director of Construction	2	8 6	16	\$175.00	\$2,800.00
CEI Project Manager/Sr. PE	13.75	8 6	110	\$135.00	\$14,850.00
Lead Project Representative	40	2 6	80	\$80.00	\$6,400.00
Admin/RCS	5	8 6	40	\$55.00	\$2,200.00
			Sub-total		\$26,250.00

Grand Total

\$240,705.00*

223,127.5

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

During the simultaneous construction of the Loutus Pond and Tiffany Channel projects, as activities scheduling allows, CAPTEC will attempt to reduce projected hours by utilizing personnel on both jobs simultaneously.

*6 weeks total
2 front
4 back*