

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 7F
DATE 11/14/11

Meeting Date: November 14, 2011

Public Hearing Ordinance Resolution Motion

Item: #20120007 Design & permit Kingsway Waterway

Recommended Action:

- 1) Approval to reject and re-bid #20120007 Design and Permit of the Kingsway waterway.

Exhibits: Department memo attached No

Copies of the Request for Proposal.

Summary Explanation/Background Information: The Office of Management and Budget advertised on October 12, 2011 for the Design and permitting of the Kingsway waterway project. Only two (2) bids were received at the opening on October 26, 2011 at 3:30 P.M. and one of the submittals was non-responsive. To comply with Florida Statute 287.055 that requires no fewer than three firms be selected and to enhance the value to the City for this project, staff is requesting a rebid.

The need for the above is:

Purchase is not a replacement

Director of OMB concurs with award: ARP

City Manager concurs with award: JAB

Department requests _____ minutes to make a presentation.

Submitted by: Office of Management & Budget

Cheryl Shanaberger

Title: Deputy Director of OMB

Date Submitted: 11/4/11

RECEIVED

NOV 08 2011

Assistant City Manager's Office

BID ADDENDUM # 2
BID # 20120007
Addendum Date: October 19, 2012

Design & permit Kingsway Waterway

Page 14, Question #2- Please include a history of similar projects.

Agency \$ Contact person Telephone email

The dollar amount requested is for your firm consultant fee.

NOTE: The bid opening date is unchanged.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on Page 16 of the Questionnaire in order to have his/her bid or proposal/bid to be accepted.

BID ADDENDUM # 1
BID # 20120007
Addendum Date: October 18, 2012

Design & permit Kingsway Waterway

NOTE: This request for E-Bid will also include those Engineering firms who hold a Master Contract 20070049 for the Environmental Discipline with the City: BCI Engineering, Civil Design, Enercon, Tetra Tech and Dredging & Marine.

NOTE: The bid opening date is unchanged.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on Page 16 of the Questionnaire in order to have his/her bid or proposal/bid to be accepted.



"A City for All Ages"

CITY OF PORT ST. LUCIE

**Sealed Electronic Proposal #20120007
(E-Bid)**

Design and Permitting of Kingsway Waterway

Prepared By:
Cheryl Shanaberger
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-7390
cheryls@cityofpsl.com

NOTE: THIS REQUEST FOR AN E-BID IS ONLY FOR THE FOLLOWING CONSULTANTS WHO HOLD MASTER CONTRACT #20100050 WITH THE CITY:

American Consulting, Arcadis US Inc., Calvin, Giordano & Associates Inc., Captec Engineering Inc., Creech Engineers Inc., Culpepper & Terpening Inc., Hazen & Sawyer, Infrastructure Eng. Inc., Keith & Schnars P.A., Kimley-Horn & Associates.

INVITATION TO E-BID

Sealed Electronic Proposal #20120007 for the design and permitting of the Kingsway Waterway Project will be received by the Office of Management and Budget of the City of Port St. Lucie no later 1:30:00 p.m. on , 2011. Specifications are attached.

All submittals must be received by the date and time specified above, when they will be opened and the names publicly read aloud. The proposal time must be and shall be scrupulously observed. Under no circumstances shall submittals uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Proposer to ensure that his or her submittal is uploaded on or before the closing date and time. The City shall in no way be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Electronic replies will be the only method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2003. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact Demandstar at (800) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com.

The City of Port St. Lucie reserves the right to reject any and all bids, to waive any and all informalities or irregularities, and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

All Terms and Conditions of the Master Contract #20100050 and amendments thereof shall apply to the contract issued from this proposal.

For the purpose of this bid, the term Bidder, E-Bidder, Proposer and Consultant may be used interchangeably.

Documents required for this E-Bid:
Completed Questionnaire

Submittal of E-Bid - All proposals shall be submitted by completing and returning the Questionnaire. The Questionnaire should be typed or printed and signed. All submittals are required to be electronic. No hard copies will be accepted.

- A. Request Bid Specifications, #20120007 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the Questionnaire and save to your hard drive, program is in Word 2003 Professional. Enter information requested on the Questionnaire.

- C. Electronically sign the Questionnaire where indicated.
- D. Upload and submit the Questionnaire for E-Bid #201100123 onto Demandstar by the due date and time. Acknowledge all Addenda on the Questionnaire.
- E. Enter Zero on the web page for cost or you will receive an error message and your submittal will be denied.

**** Only electronic replies are required. No hard copies will be accepted. Please try to limit your entire submittal to no more than 5 mb.**

TENTATIVE SCHEDULE

It is the intent of the City to have this project completed within a limited time frame. Therefore, priority will be given to firms who recognize and display the ability to work within the restrictions of the following tentative schedule:

Review and Selection Process:

Advertisement with Onvia DemandStar	, 2011
Proposal Due	, 2011 @ 1:30:0 P.M. EST
Evaluation Committee*	, 2011 @ 1 P.M.
Q & A*	, 2011 @ 9 A.M.
Tentative City Council Short List Approval	, 2011
Tentative Negotiations	, 2011 @ 9 A.M.
Tentative City Council Contract Approval	, 2011

- *Committee will meet in the Conference Room (390) in the Office of Management & Budget at 1 pm.
- * Committee will meet in the Conference Room (390) in the Office of Management & Budget at 9 am.

EVALUATION AND AWARD

Responses will be scored in the following manner:

	<u>MAXIMUM SCORE</u>	<u>CRITERION</u>
a) History of similar projects	20	points
b) Assigned Staff Experience with dredging design	20	points
c) Assigned Staff Experience with permitting, soil disposal & budget results	20	points
c) Firm Experience & procedure with sediment sampling/analysis	10	points
d) Process for environmental assessment, monitoring	10	points
e) Experience with endangered species evaluation monitoring	10	points
g) Firm Response Time	5	points
h) Accepts P-card	5	points

Total Maximum Points 100

The City's Office of Management & Budget (OMB) reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

The Scope of Work

Item/Description of Work Summary: Engineering design, permitting, survey and bid specifications for a project involving the dredging, drainage facility upgrades, vegetation removal, slope restoration, and sodding of the areas along the Kingsway Waterway within the City owned Drainage Right-of-Way. The engineer shall be required to prepare a complete set of construction plans, including all necessary cross sections and at minimal intervals to satisfactorily contract said work in accordance with City standards. The Kingsway Waterway is identified as follows: East Segment, starting east of Floresta Drive extending east to State waters of the St. Lucie River (Figure 1). West Segment, starting west of Floresta Drive extending to Bayshore Blvd. and including the short finger that ends at Oakridge Drive (Figure 2); The design and permitting will include, but is not limited to, a three phased approach to facilitate design/permitting, bid specification development and bidding. The recommended phasing is as follows:

PHASE I – EAST AND WEST KINGSWAY CANAL ASSESSMENT, DESIGN AND PERMITTING

Assess conditions that currently exist in both the east and west sections of the Kingsway Canal system to include: hydrographic surveys to establish historical design elevations in the western waterway and required operating depths within the eastern waterway; sediment composition sampling and analysis; water sampling and analysis; slope regrading and stabilization; floral and faunal assessments to establish impacts on native species within the area (if any); and drainage systems discharging into waterways. Provide recommendations for the required repairs/upgrades including the preparation of a long-term Operation and Maintenance Plan for the waterway. Designs will be in accordance with all regulatory requirements. Engineer will assist with seeking qualifying grants throughout the phasing process. Engineer will provide supplemental information as required by state and federal regulatory agencies. The agencies include, but are not limited to, the Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), Florida Department of Transportation (FDOT) and the United States Army Corps of Engineers (USACOE).

PHASE II – EAST KINGSWAY CANAL BIDDING ASSISTANCE

This phase will focus on the eastern section of the Kingsway Canal system only. Engineer will prepare bid specifications in accordance with the permitted waterway designs and or navigational tolerances. Engineer will provide assistance to staff and the City's Office of Management and Budget (OMB) Department as needed throughout the advertising and bidding of the project. This phase will include preparation of bid specifications, attending a pre-bid meeting, addressing any questions from OMB, assistance with questions from staff during contractor selection.

PHASE IIB – WEST KINGSWAY CANAL BIDDING ASSISTANCE

This phase will focus on the western section of the Kingsway Canal system only. Engineer will prepare bid specifications in accordance with the permitted waterway designs, navigational tolerances, slope regrading and stabilization. Engineer will provide assistance to staff and the City's Office of Management and Budget (OMB) Department as needed throughout the advertising and bidding of the project. This phase will include preparation of bid specifications, attending a pre-bid meeting, addressing any questions from OMB, assistance with questions form staff during contractor selection.

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SAMPLE
CITY OF PORT SAINT LUCIE
CONTRACT #20120007

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, , a Florida Corporation, Telephone No.() Fax No.), 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 #20120007 for the design and permitting for the Kingsway Waterway 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:

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:

Description of Services

Item/Description of Work Summary: Engineering design, permitting, survey and bid specifications for a project involving the dredging, drainage facility upgrades, vegetation removal, slope restoration, and sodding of the areas along the Kingsway Waterway within the City owned Drainage Right-of-Way. The engineer shall be required to prepare a complete set of construction plans, including all necessary cross sections and at minimal intervals to satisfactorily contract said work in accordance with City standards. The Kingsway Waterway is identified as follows: East Segment, starting east of Floresta Drive extending east to State waters of the St. Lucie River (Figure 1). West Segment, starting west of Floresta Drive extending to Bayshore Blvd. and including the short finger that ends at Oakridge Drive (Figure 2); The design and permitting will include, but is

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**SECTION II
TIME OF PERFORMANCE**

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.

**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), 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			
Project Surveyor			
Survey Mngr			
CADD Technician			
Survey Field Crew			
Principal Eng			
	TOTAL		

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 #20120007. 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 #20120007, Design and Permitting of Kingsway Waterway.
3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.
4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.
5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm

By: _____
 President

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

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

QUESTIONNAIRE

E-Bid #20120007

Design and Permitting Kingsway Waterway

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of personnel and firm as presented in this document. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer or the personnel of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Consultant, Surety, bank material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any Pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _____ day of _____, 2011

Name of Organization / Proposer

(This is a word document please add space as needed.)

1. Firm's office address, telephone, fax number, e-mail address and contact person for this project

2. Please include a history of similar projects.

Agency	\$	Contact person	Telephone	email
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3. Detail of staff experience in dredge design and slope restoration projects, including dredge templates, permitting, spoil disposal (acceptability parameters) and budget results

Staff Name	Title	Years Exp	Company	Project Name & Description	Budget
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(This is a word document add lines as needed)

4. Identify the staff assigned to the project and the scope of work to be performed.

Staff Name	Years with Company	Scope of Work
------------	--------------------	---------------

(This is a word document add lines as needed)

5. Identify your firm's procedures and experience with sediment composition sampling/analysis.

(This is a word document add lines as needed)

6. Explain your firm's process for environmental assessment, including floral/fauna/native species and monitoring.

7. Detail your firm's experience and staffing capabilities in regards to endangered species evaluation and monitoring.

8. Where is your assigned staff's office located for this project and what is your response time to the site for resolution of design issues identified during construction.

9. List past 5 years of litigation history

10. List number of design projects awarded to City in past 12 months and the total dollar amount.

11. Does your firm accept payment by Credit Card? _____

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

CERTIFICATION:

This E-Bid is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this E-Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to comply with all requirements stated in the specifications for this E-bid, the Terms and Conditions including amendments to Master Contract #20100050.

I agree to abide by all conditions of this E-Bid.:

_____ Signature _____ Title

If a corporation renders this E-Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this E-Bid shall attach to this form evidence of legal authority.

Witnesses:

If Partnership:

_____ Print Name of Firm
 By: _____
 (General Partner)

If Corporation:

_____ Print Name of Corporation
 By: _____
 (President)
 Attest: _____
 (Secretary)

If Individual:

_____ Signature
 _____ Print Name