

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 12a
DATE 2/27/12

Meeting Date: February 27, 2012

Public Hearing Ordinance Resolution Motion

Item: #20120027, Design & permits for sidewalks at Melaleuca

Recommended Action:

- 1) Approve a Time & Expense contract #20120027, Design & permits for sidewalks at Melaleuca with #1 short listed firm Captec Engineering, Inc., for an estimated amount of \$108,516.00.

Exhibits: Department memo attached yes
Copies of the Contract and CD of negotiation meeting.

Summary Explanation/Background Information: The City met on February 17, 2012 at 1 P.M. to negotiate a contract with Captec Engineering Inc. for the design and permits for the sidewalks at Melaleuca. The contract also includes post design services for use after a contractor has been selected.

The need for the above is:

Purchase is not a replacement

Purchase is budgeted.

Department requests expenditure from the following:

Fund	304	Road & Bridge Fund
Cost Center	4105	Road & Street
Object Code	563005	Professional Services
Project	Y1208, Y1209, Y1210	Melaleuca

Director of OMB concurs with award: CL City Manager concurs with award: JAB

Department requests 0 minutes to make a presentation.

Submitted by: *Patricia Roebeling*

Title: City Engineer

Date Submitted: 2/17/12

RECEIVED

FEB 21 2012

City Manager's Office



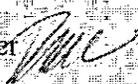
CITY OF PORT ST. LUCIE

Engineering Department

Accredited Agency - American Public Works Association

MEMORANDUM

TO: Cheryl Shanaberger - Deputy Director of OMB

FROM: Roxanne M. Chesser, P.E., Civil Engineer 

DATE: February 21, 2012

RE: Design and Permitting of Melaleuca Boulevard Sidewalk
from Lennard Road east to Green River Parkway Contract No 20120027

The Engineering Department participated in the negotiation of the contract with CAPTEC Engineering, Inc. for the Melaleuca Boulevard Sidewalk. Based upon these negotiations, we believe that the scope of work, contract price and contract time provided by CAPTEC, Inc. in their proposed contract are consistent with the needs of the project and City. For this reason, the Engineering Department is recommending that the proposed contract be reviewed and considered by City Council.

The negotiated contract presents a scope of work that will provide the City with the design, permitting, and post services for about 8,950 feet of 5-foot wide sidewalk. The contract price of \$108,516.00 is within the budgeted amount for the work. Design work on this project is anticipated to take about one year and post design work based on the FDOT construction schedule for this project, will occur about two years later. For this reason, the contract period for this project will be three (3) years from the notice to proceed. The funding source for this work is 304-4105-563005.

If additional documentation is needed, or if you have any questions, please do not hesitate to contact me. Thank you.

c: Jesus Merejo - Utility Systems Director
Patricia Roebing, P.E. - City Engineer
Kim Graham, P.E. - Assistant City Engineer
Sue Walsh - Manager of Engineering Ops
Edie Majewski - Project Coordinator

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**CITY OF PORT SAINT LUCIE
CONTRACT #20120027**

This is a Time and Expense CONTRACT, executed this _____ day of _____, 2012 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. 301 NW Flagler Avenue, Stuart, Florida 34994 Telephone: 772.692.4344 Fax: 772.692.4341, 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 #20120027 is the design and permitting of the Melaleuca Boulevard Sidewalk 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:	CAPTEC Engineering, Inc. Joseph W. Capra, PE 301 NW Flagler Avenue Stuart, Florida 34994 Telephone: 772.692.4344 Fax: 772.692.4341 jcapra@gocaptec.com
City Contract Administrator:	Office of Management & Budget Att: Cheryl Shanaberger, Deputy Director OMB City of Port St. Lucie 121 SW Port St. Lucie, Blvd. Port St. Lucie, FL. 34984 Telephone 772 871 7390 Fax 772 871 7337 Email: cheryls@cityofpsl.com
City Project Manager:	Roxanne M. Chesser, P.E. Civil Engineer

121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 871 5186 Fax 772 871 5289
Email: roxannec@cityofpsl.com

Description of Services

The City of Port St. Lucie is seeking the professional engineering services for the design and permitting of approximately 8,950 feet of five-foot wide concrete sidewalk on the south side of Melaleuca Boulevard from the existing sidewalk at Lennard Road to the existing sidewalk on Green River Parkway. This project is being completed through the FDOT Local Agency Program (LAP) and the consultant will be responsible for completing the necessary submittals and preparing the design so that the project is in compliance with FDOT LAP requirements.

The required engineering services encompasses all survey, geotechnical, design and permitting work associated with the complete design and permitting of the sidewalk including, but not limited to, intersection improvements; drainage modifications; driveway and culvert replacement; utility relocations; permitting; completion of the requisite FDOT LAP documentation showing the coordination and resolution of environmental issues during the development of the plans; coordination and minor assistance with the public notification of the construction project; and minimal post design services.

The consultant shall prepare a complete set of construction plans in accordance with FDOT Plans Preparation Manual. The design shall follow the FDOT design criteria set forth in the Standard Specifications, Roadside Design Guide, and the Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Standard Streets (Florida Green Book). Additional criteria from the AASHTO A Policy on Geometric Design of Highways and Streets and the Institute of Traffic Engineers (ITE) Traffic Engineering Handbook may also be applicable. The construction plans shall include cross-sections at a minimum of 200-foot intervals as well as plan and profile views. The design plans shall be developed in consideration of and show the three phases of construction: Phase I – Camden Street to Berkshire Boulevard; Phase II - Berkshire Boulevard to Green River Parkway; and Phase III – Lennard Road to Camden Street.

The consultant shall coordinate the design plans with and obtain permits from all applicable agencies including, but not limited to, City Engineering Department, and City Utility Systems Department.

The consultant shall submit the applicable components of the LAP submittals to the City and be familiar with FDOT's electronic review process (ERC) for addressing FDOT review comments. Post design services include, but are not limited to, preparation of the construction specifications, answering questions about the bid documents during the bid process, attending the preconstruction meeting and the progress meetings, as needed, and resolve design issues identified in the field during construction.

In addition to the deliverables to FDOT and the regulatory reviews, deliverables supplied to the City shall include:

- Two (2) hard copies of 30%, 60%, and 90% Construction Drawings
- One (1) PDF copy of 30%, 60%, and 90% Construction Drawings
- Four (4) 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
- One (1) hard copy of permit application submittals

Task 1 – Preliminary Engineering (30%)

The Engineer will perform the project survey in reference to NAD 83 datum and NAVD 88 datum. The survey will consist of recording topographic information within the project limits along Melaleuca Boulevard from the centerline of the road to 10 feet outside the existing southerly Right-of-Way. All cross-drains will also be incorporated into the survey. The Engineer will provide a Project Network Control Sheet to accurately correlate design information to existing benchmarks. The City will be responsible for providing any title work needed to clarify discrepancies encountered when researching the existing Right-of-Way.

The Engineer will complete the geotechnical investigation of the site. Thirty-Five (35) auger borings will be sampled to a depth of 5 feet along the proposed sidewalk alignment to determine the depth of topsoil and the presence of any subsurface unsuitable soil. Two (2) Standard Penetration Test (SPT) borings to depth of approximately 25 feet will be performed in areas of possible headwall construction. Findings will be detailed in a report that will include recommendations for the construction of the proposed sidewalks and drainage structures.

The Engineer will complete an Environmental Assessment of the project limits. The Assessment will be necessary to fulfill SFWMD, ACOE, and FDOT requirements and will include:

- Wetland Delineation for SFWMD and ACOE jurisdictional determination
- Endangered & Threatened Species Survey
- Vegetation (FLUFCS) Map
- Soils Map
- SHPO Review
- EA Report

The Engineer will coordinate directly with FDOT to resolve all environmental concerns following completion of the Environmental Assessment.

The Engineer will prepare 30% Sidewalk Improvement Plans for the project. The 30% Plan Set will include the following sheets:

- Key Sheet - Preliminary
- Typical Section - Preliminary
- Project Layout - Preliminary
- Sidewalk Plan-Profile - Preliminary
- Intersection Layout/ Detail - Preliminary
- Cross Sections - Preliminary
- Traffic Control Plans – Preliminary

The Engineer will obtain a design ticket through Sunshine One Call (SSOC) for the project. All utility owners identified on the design ticket will be notified of the upcoming project and preliminary plans will be sent to the utility owners with requests for the owners to identify the location of their utilities.

The 30% plans will be submitted upon completion to the City of Port St. Lucie for review. Any comments received will be addressed and 30% Plans resubmitted to the City for FDOT LAP Initial Phase submittal.

The Engineer will prepare a 30% Cost Estimate using FDOT Pay Items and the FDOT approved spreadsheet. The Cost Estimate will be submitted with the 30% Plans for Submittal to FDOT.

Task 2 – Design Development (60%)

The Engineer will attend a Public Involvement Meeting during this task. The Engineer will provide plans and display boards as needed and discuss the project with attendees in an informal setting.

The Engineer will prepare 60% Sidewalk Improvement Plans for the project. The 60% Plan Set will include the following sheets:

- Key Sheet – Complete but Subject to Change
- Summary of Pay Items - Preliminary
- Typical Section - Complete but Subject to Change
- Project Layout - Complete but Subject to Change
- Sidewalk Plan-Profile - Complete but Subject to Change
- Intersection Layout/ Detail - Complete but Subject to Change
- Roadway Soil Survey - Preliminary
- Cross Sections – Preliminary
- Stormwater Pollution Prevention Plan - Preliminary
- Traffic Control Plans – Preliminary
- Utility Adjustment – Preliminary
- Selective Clearing & Grubbing (if needed) – Preliminary
- Signing & Marking Plans – Preliminary

The 60% plans will be submitted upon completion to the City of Port St. Lucie for review. Any comments received will be addressed and incorporated into the 90% Plans.

Task 3 – Final Engineering (90%)

The Engineer will prepare 90% Sidewalk Improvement Plans for the project. The 90% Plan Set will include the following sheets:

- Key Sheet – Complete but Subject to Change
- Summary of Pay Items – Complete but Subject to Change
- Typical Section - Complete but Subject to Change
- Project Layout - Complete but Subject to Change
- Sidewalk Plan-Profile - Complete but Subject to Change
- Intersection Layout/ Detail - Complete but Subject to Change

- Roadway Soil Survey – Complete but Subject to Change
- Cross Sections – Complete but Subject to Change
- Stormwater Pollution Prevention Plan – Complete but Subject to Change
- Traffic Control Plans – Complete but Subject to Change
- Utility Adjustment – Complete but Subject to Change
- Selective Clearing & Grubbing (if needed) – Complete but Subject to Change
- Signing & Marking Plans – Complete but Subject to Change

The Engineer will prepare Technical Specifications to be included in the bid documents. The Technical specifications will include the items that FDOT requires for all LAP Projects as well as any technical specifications needed for construction items that are not covered in the construction plans or FDOT Standard Specifications.

The Engineer will prepare a 90% Cost Estimate using FDOT Pay Items and the FDOT approved spreadsheet. The Engineer will prepare plans using hatched areas and labels to provide back-up of all quantities.

The Engineer will send 90% plans to all utility owners for verification of their utility locations. Utility owners will also be instructed to finalize the design of any of their utilities needing adjustment for the construction of this project. No Test Holes to locate existing utilities are included in this contract.

The Engineer will submit the 90% Plans, Technical Specifications, Cost Estimate, and Utility Coordination Documentation, to the City for review. All comments received will be incorporated into the 100% documents.

Task 4 – Bid Documents (100%)

The Engineer will prepare 100% Sidewalk Improvement Plans for the project. The 100% Plan Set will include the following sheets:

- Key Sheet – FINAL
- Summary of Pay Items – FINAL
- Typical Section – FINAL
- Project Layout – FINAL
- Sidewalk Plan-Profile – FINAL
- Intersection Layout/ Detail – FINAL
- Roadway Soil Survey – FINAL
- Cross Sections – FINAL
- Stormwater Pollution Prevention Plan – FINAL
- Traffic Control Plans – FINAL
- Utility Adjustment – FINAL
- Selective Clearing & Grubbing (if needed) – FINAL
- Signing & Marking Plans – FINAL

The Engineer will finalize Technical Specifications to be included in the bid documents.

The Engineer will prepare a 100% Cost Estimate using FDOT Pay Items and the FDOT approved spreadsheet. The Engineer will prepare plans using hatched areas and labels to provide back-up of all quantities.

The Engineer will submit the signed & sealed 100% Plans, Technical Specifications, Cost Estimate, Environmental Checklist and Memorandum, and Utility Coordination Documentation to the City for submittal to FDOT

Task 5 – Permitting

The Engineer will prepare permit applications and submit application packages to all permitting agencies anticipated for this project. The Engineer will submit documentation for the following permits:

- SFWMD/ACOE ERP exemption
- SFWMD Water Use/Dewatering
- City of Port St. Lucie Utility Systems Department (if needed)

Permitting work will begin following development of the 30% Plans. The City will be required to pay all permitting fees directly to the permitting agencies. The total combined fees paid to permitting agencies are not expected to exceed \$600 based on the current fee schedules:

- SFWMD/ ACOE ERP Exemption Letter Fee = \$100
- SFWMD Water Use/ Dewatering Fee = \$500

Task 6 – LAP coordination

The Engineer will provide specific items required for submittal to FDOT in accordance with the latest FDOT LAP submittal checklists. This Task includes the submittal of the documents required for the Initial, and Constructability Phase Submittals. The Engineer will provide the City with the required hardcopies and electronic files. The City will be responsible for preparing items such as the LAP Certification documents, the Right-of-Way Certification, Environmental Checklist and Backup Memorandum, Front End Documents for the Bid Documents, the Federal Requirements LAP Checklist for Construction Contracts, and the Compact Disks containing all submittal documents. The City, as LAP Administrator, will be required to submit all documents to FDOT.

The Engineer will provide responses to all FDOT comments using the Electronic Review Comments (ERC) system. The LAP Administrator will be responsible for requesting the Engineer's assignment to the ERC system for this project from FDOT.

Task 7-Post Design Services

The Engineer will answer questions about the bid documents during the bid process, attend the preconstruction meeting and the progress meetings, as needed, and resolve design issues identified in the field during construction. The fee provided for this task is estimated and may need to be increased based on the amount of field assistance requested during construction.

Milestone dates:

The Engineer agrees to meet the following milestone dates:

- Task 1 (30% Plans) – April 13, 2012 (Phases 1 & 2) & June 15, 2012 (Phase 3)
- Task 2 (60% Plans) – June 22, 2012 (Phases 1 & 2) & Sept 14, 2012 (Phase 3)

Task 3 (90% Plans) – Aug. 10, 2012 (Phases 1 & 2) & October 26, 2012 (Phase 3)
 Task 4 (100% Plans) – Sept. 21, 2012 (Phases 1 & 2) & Dec. 7, 2012 (Phase 3)
 Task 4 (Signed & Sealed) – Nov. 26, 2012 (Phases 1 & 2) & April 12, 2013 (Phase 3)

**SECTION II
 TIME OF PERFORMANCE**

Contract period shall start February 28, 2012 and terminate _____, 201_,
 _____1,092 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,
 thereby extending the “life” of the contract

**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 \$108,516,
 plus \$10.00 for indemnification. 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. Total is a *Not to Exceed* amount that will be paid at actual time and
 expense.

The Engineering fees for Preliminary Design - Task 1 are:

	Est. hours	Rate	Est. Fee
Principal/ Q/C Manager	14	\$150.00	\$ 2,100.00
Project Manager	62	\$130.00	\$ 8,060.00
Design Manager	14	\$110.00	\$ 1,540.00
Civil Design Technician	114	\$85.00	\$ 9,690.00
Project Coordinator	36	\$55.00	\$ 1,980.00
Surveyor			\$17,000.00
Geotechnical			\$ 4,956.00
Environmental			\$ 3,500.00
		TASK 1 TOTAL	\$48,826.00

The Engineering fees for Design Development - Task 2 are:

	Est. hours	Rate	Est. Fee
Principal/ Q/C Manager	8	\$150.00	\$1,200.00
Project Manager	44	\$130.00	\$5,720.00
Design Manager	12	\$110.00	\$1,320.00
Civil Design Technician	52	\$85.00	\$4,420.00
Project Coordinator	20	\$55.00	\$1,100.00
		TASK 2 TOTAL	\$13,760.00

The Engineering fees for Final Design - Task 3 are:

	Est. hours	Rate	Est. Fee
Principal/ Q/C Manager	12	\$150.00	\$1,800.00
Project Manager	46	\$130.00	\$5,980.00
Design Manager	12	\$110.00	\$1,320.00
Civil Design Technician	68	\$85.00	\$5,780.00
Project Coordinator	40	\$55.00	\$2,200.00
	TASK 3 TOTAL		\$17,080.00

The Engineering fees for Bid Documents - Task 4 are:

	Est. hours	Rate	Est. Fee
Principal/ Q/C Manager	8	\$150.00	\$1,200.00
Project Manager	36	\$130.00	\$4,680.00
Design Manager	8	\$110.00	\$ 880.00
Civil Design Technician	48	\$85.00	\$4,080.00
Project Coordinator	14	\$55.00	\$ 770.00
	TASK 4 TOTAL		\$11,610.00

The Engineering fees for Permitting - Task 5 are:

	Est. hours	Rate	Est. Fee
Principal/ Q/C Manager	6	\$150.00	\$ 900.00
Project Manager	8	\$130.00	\$1,040.00
Design Manager	4	\$110.00	\$ 440.00
Project Coordinator	12	\$55.00	\$ 660.00
	TASK 5 TOTAL		\$3,040.00

The Engineering fees for LAP Coordination - Task 6 are:

	Est. hours	Rate	Est. Fee
Principal/ Q/C Manager	4	\$150.00	\$ 600.00
Project Manager	44	\$130.00	\$5,720.00
Design Manager	8	\$110.00	\$ 880.00
Civil Design Technician	8	\$85.00	\$ 680.00
Project Coordinator	8	\$55.00	\$ 440.00
	TASK 6 TOTAL		\$8,320.00

The Engineering fees for Post Design - Task 7 are:

	Est. hours	Rate	Est. Fee
Principal/ Q/C Manager	4	\$150.00	\$ 600.00
Project Manager	32	\$130.00	\$4,160.00
Civil Design Technician	8	\$85.00	\$ 680.00
Project Coordinator	8	\$55.00	\$ 440.00
	TASK 7 TOTAL		\$5,880.00

TOTAL = \$108,516.00

Engineer VISA Payment Procedures

1. A ghost account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expense. The account will also have limits as per the MCC code. Reasonable total invoice amounts will also be established. The ghost account will be entered with the proper expense codes. The Engineer will be provided this ghost account number to process payments.
2. A purchase order will be issued to the Engineer for this project.
3. The Engineer will send the Project Manager by the 5th of each month a detail pay request listing employee title, hours of work, hourly rate and related tasks that were completed by the end of the previous month. A copy of the up to date as-built drawings and revised project schedule shall accompany each pay request.
4. The Project Manager will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The Project Manager 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 Project Manager will breakout the pay items and assign to purchase order subsections as part of the process.
5. The Project Manager will email the approved pay request 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 10th of each month. Under no circumstances will the account be used between the 1st and 5th of the month.
7. The Project Manager will have the signed invoice and documents to the Contract Specialist and P-Card Administrator no later than the 10th of each month.
8. The Project Manager will mark any pay request that should not be paid and provide explanation. All pay estimates approved by the Project Manager that are charged to Visa must equal the invoice. All adjustments must be made on following pay estimate.
9. The Office of Management and Budget will balance statement and issue all dispute items.
10. The Office of Management and Budget will produce summary sheet and send all documentation to Finance for payment.

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 field notes, data collector downloads, 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.

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 #20120027. 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 thirty (30) days notice in writing. Upon expiration of the thirty (30) day period, the Engineer shall discontinue all services in connection with the performance of this Contract and cancel 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 St 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 #20120027, Design and Permitting of Melaleuca Boulevard Sidewalk.

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 _____, 2012.

(SEAL)

Signature

Notary Name (typed or printed)

Title or Rank

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

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____
Authorized Representative of Captec Engineering Inc.)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2012.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.
(seal)

NEG ATTENDANCE
RFP #20120027
Design & Permit Sidewalk Melaleuca
February 17, 2012 @ 1:00:00 PM

	Name (Please PRINT Legibly)	Company Name Or Entity
1	Cheryl Shanaberger	City of PSL-OMB
2	ETIENNE BOURGEOIS	CAPTEC
3	JOE CARNA	CAPTEC
4	Etienne Bourgeois	City of PSL - ENG.
5	Koranne Chesser	City of PSL - Eng.
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