

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

COUNCIL ITEM 12B  
DATE 11/14/11

Meeting Date: November 14, 2011

Public Hearing  Ordinance  Resolution  Motion

Item: #20110123, Design Water Main on Bayshore Blvd., Contract

Recommended Action:

- 1) Approve a Time and Expense contract with Captec Engineering Inc., for Contract #20110123, Design Water Main on Bayshore Blvd. for an estimated amount of \$92,330.00.

Exhibits: Department memo attached [ ] yes [X] no  
Copy of the contract and CD of negotiation.

Summary Explanation/Background Information: On October 19, 2011 at 9 A.M., the Office of Management and Budget and the project manager negotiated with Captec Engineering Inc. the attached contract.

The need for the above is:

Purchase is not a replacement

Purchase is budgeted.

Department requests expenditure from the following:

Fund	445	2006 Bond
Cost Center	3316	Prev. Maintenance
Object Code	568813	Professional Services
Project	Y1117	Bayshore WM replacement

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

City Manager concurs with award: Department requests

Submitted by:

*Jesus Merejo*

Director of Utilities

Date Submitted 11/4/11

RECEIVED

NOV 08 2011

Assistant City Manager's Office

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**INTEROFFICE MEMORANDUM**

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To: Cheryl Shanaberger, OMB Deputy Director  
From: Jesus A. Merejo, Utility Systems Director *JAM*  
Subject: Bayshore Boulevard Water Main Replacement  
Eyerly Avenue to Sea Holly Terrace  
Professional Engineering Design and Permitting Services  
Date: October 28, 2011

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**Project Overview:**

The Bayshore Boulevard Water Main Replacement Project is located between Eyerly Avenue and Sea Holly Terrace, and is being proposed to replace the existing 12" PVC water main constructed in 1987, prior to the City's acquisition of the Utility and/or improvements to Bayshore Boulevard. The replacement of this facility has become a necessity as a result of multiple failures since the completion of the Bayshore Boulevard Improvements.

**Summary:**

In accordance with the City's CCNA policies; City staff has reviewed RFP's for Professional Engineering Services for Design & Permitting for the project; provided City Council with a recommended short-list and rankings of the RFP's based on staff's review; and has negotiated a proposed contract for Professional Engineering Service with the CAPTEC Engineering, Inc., the number one ranked firm, in the amount of \$92,330.00 as directed by City Council on October 17, 2011.

**Recommended Action:**

The Utility Systems Department has reviewed CAPTEC Engineering, Inc. proposal for Professional Engineering Design and Permitting Services and requests it be presented to the City Council for approval at the first available City Council Meeting.

**Estimated Expenditure:** \$92,330.00      **Estimated Contract Time:** 314-Days

**Funds to cover these services are available in:** 4453316-563004-Y1117

**Attachments:**

- CAPTEC Engineering Proposal

Copy: Laney Southerly, P.E., Utility Engineering Manager  
David Koeppen, C.I.P. Project Manager  
Jeanette Thompson, Manager of Budget and Procurement  
File: 21.0015

**CITY OF PORT SAINT LUCIE  
CONTRACT #20110123**

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, 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 #20110123 for the design and permitting of a 12" water main and appurtenances along Bayshore Blvd. between Everly Ave. and Sea Holly Terrace. 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.  
Att: Joseph W. Capra, P.E., President  
301 NW Flagler Avenue  
Stuart, Florida 34994  
Tel: 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:

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

### **Description of Services**

The City of Port St. Lucie is seeking the professional engineering services for the design and permitting of +/- 1.0 miles of water main relocation along Bayshore Boulevard (between Eyerly Ave. & Sea Holly Terr.). The professional engineering services associated with the project shall include, but are not limited to, the design and permitting of a new 12" water main; 8" and 6" side street and roadway crossing connections; existing fire hydrant replacement and/or relocation; existing water service replacement and/or reconnection; all associated water main appurtenances; the abatement of the existing water mains and appurtenances; right-of-way restoration, including but not limited to, sidewalk, curb & gutter, roadway asphaltic black base, asphaltic structural courses, asphaltic friction course milling & resurfacing, and pavement markings in accordance with FDOT 2011 Standard Index; maintenance of traffic in accordance FDOT 2011 Standard Index; phasing; coordination of the proposed design with all other public and/or private utilities; and permitting of the proposed utility relocations with all applicable regulatory agencies; project specification; and minimal post design services.

The consultant shall prepare; 60% set of construction drawings within 8-weeks of Notice to Proceed for review by the owner; 90% set of construction drawings within 4-weeks of receipt of 60% review comments from the owner; and 100% construction drawings addressing all regulatory and/or owner 90% review comments, within 2-weeks of receipt of comments. All drawing plan and profile views shall be prepared in the same scale and layout as the original Bayshore Boulevard Roadway Design (AutoCad files to be provided). The consultant shall provide post design services including, but not limited to, the preparation of project specification; estimated quantities and costs with the 90% submittal and final quantities and estimated costs with the 100% submittal; pay items descriptions for all pay items, answer all questions related to the design drawings and/or project specifications during the bidding process, attend the project preconstruction meeting, and resolve design issues indentified during construction.

### **TASK 1 – Preliminary Design**

CONSULTANT shall perform preliminary design tasks required to determine the proposed conceptual location of the water main relocation. Preliminary Design shall consist of the following items:

1. Utility Coordination – CONSULTANT will place a Sunshine One Call design ticket to acquire a list of all utilities present within the project limits. CONSULTANT will send each utility owner copies of the Bayshore Blvd. Design plans, requesting that all utility information shown on the plans is confirmed or corrected. Any needed corrections will be made to the design files.
2. Conversion of CADD Files – CONSULTANT will revise the existing design files to reflect the as-built conditions (topography and utilities). The files will be converted into AutoCAD 2011 Civil 3D format.
3. Preliminary Design – CONSULTANT will prepare a preliminary horizontal and vertical design of the proposed water main for discussion with CITY. Design will consist of Plan and profile sheets with information consistent with being 30% complete. This set will be used to determine areas of potential utility conflicts, locations of test hole excavation, and to determine the approximate location for the water main installation.
4. Test Holes – Up to 20 test holes will be excavated to determine the exact location where existing utilities are located and what material they are composed of. Generally test holes will only be performed where existing information is not adequate for design.
5. Survey – All utility information acquired through test holes will be recorded as well as topographic information not available through the design files and as-built information for the Bayshore Blvd. Widening Project.

### **TASK 2-Final Design**

CONSULTANT will prepare 60%, 90%, and 100% plans in accordance with the City of Port St. Lucie Requirements. Plans will consist of Plan and Profile Sheets, Maintenance of Traffic Plans, Construction Details, and Notes. This Task also involves the preparation of, and submittal of permit applications/ packages to The City of Port St. Lucie Utility Services Department (CPSLUSD) for the new/ relocated water main. CONSULTANT will address comments from CPSLUSD as they are received until a permit for the proposed work is issued.

### **TASK 3 – Post-Design Services**

CONSULTANT will prepare project specifications, estimated quantities, and costs with the 90% submittal and final quantities and estimated costs with the 100% submittal; pay items descriptions for all pay items, answer all questions related to the design drawings and/or project specifications during the bidding process, attend the project preconstruction meeting, and resolve design issues identified during construction.

Deliverables supplied to the owner shall include:

- One (1) hard copy of 60% Construction Drawings
- One (1) PDF copy of 60% Construction Drawings
- One (1) AutoCad copy of 60% Construction Drawings
- One (1) hard copy of 90% Construction Drawings
- One (1) PDF copy of 90% Construction Drawings

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

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

## SECTION II TIME OF PERFORMANCE

Contract period shall commence \_\_\_\_\_, 2011, and terminate September 30, 2012, \_\_\_\_\_ 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 \$92,330.00. 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 Preliminary Design Task 1 are:

	Est. hours	Rate	Est. Fee
Principal/ Q/C Manager	16	\$150.00	\$2,400.00
Project Manager	44	\$130.00	\$5,720.00
Design Manager	42	\$110.00	\$4,620.00
Civil Design Technician	74	\$85.00	\$6,290.00
Project Coordinator	36	\$55.00	\$1,980.00
Test Holes	20/ea.	\$400.00	\$8,000.00
Supplemental Survey	1/ est.	\$3,000.00	\$3,000.00
		<b>TASK 1 TOTAL</b>	<b>\$32,010.00</b>

The Engineering fees for Final Design Task 2 are:

	Est. hours	Rate	Est. Fee
Principal/ Q/C Manager	24	\$150.00	\$3,600.00
Project Manager	96	\$130.00	\$12,480.00
Design Manager	108	\$110.00	\$11,880.00
Civil Design Technician	140	\$85.00	\$11,900.00
Project Coordinator	80	\$55.00	\$4,400.00

**TASK 2 TOTAL                      \$44,260.00**

The Engineering fees for Post Design Task 3 are:

	Est. hours	Rate	Est. Fee
Principal/ Q/C Manager	8	\$150.00	\$1,200.00
Project Manager	80	\$130.00	\$10,400.00
Design Manager	8	\$110.00	\$880.00
Civil Design Technician	24	\$85.00	\$2,040.00
Project Coordinator	28	\$55.00	\$1,540.00

**TASK 3 TOTAL                      \$16,060.00**

**TOTAL = \$92,330.00**

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

**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 1<sup>st</sup> 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 25<sup>th</sup> of the same month.
4. The City's Project manager will approve the estimated pay request by the 6<sup>th</sup> 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 25<sup>th</sup> 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 6<sup>th</sup> of each month. Under no circumstances will the account be used between the 1<sup>st</sup> and 5<sup>th</sup> of the month.
7. The Engineer will send the invoice with all required documents as per the contract to the PM by the 25<sup>th</sup> 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 10<sup>th</sup> 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 25<sup>th</sup> of the month and still approve the invoice. However, the Engineer on the 6<sup>th</sup> 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 25<sup>th</sup> 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.

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 #20110123. 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 sub-consultants 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 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 #20110123, Design and Permitting of Water, Wastewater and Telecommunications facilities and appurtenances for the Midway and Selvitz roadway improvements.

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

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

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

FURTHER AFFIANT SAYETH NAUGHT

\_\_\_\_\_  
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 20th 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

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

Notary Public-State of Florida at Large.

My Commission Expires 4/13/15.

(seal

City of Port St. Lucie, Florida  
**PARTICIPATION AGREEMENT**  
**Request for Proposal #20110123**  
**Evaluation Committee Members / Participants**

I, Steve Jungfer, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to Design Water Main on Bayshore project during the evaluation process and before contract award.

<b>Initials</b> <i>St</i>	<b>Applicability of the Florida Sunshine Law</b>
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I acknowledge I have been informed and am aware the State of Florida Sunshine Law applies to meetings of the evaluation committee where decisions for recommendations to the City Council apply. I further recognize that discussions between committee members outside of public Evaluation Committee meetings is prohibited and in violation of the State of Florida Sunshine Law. All questions by evaluation committee members shall be directed to the Contract Administrator (OMB).

<b>Initials</b> <i>St</i>	<b>Restricted Communications / Cone of Silence</b>
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I acknowledge that to insure the proper and fair evaluation of a submittal, the City of Port St. Lucie prohibits any communication between any City employee, representative or official other than the Contract Administrator (OMB) prior to the time of award by City Council has been made. Communication between Respondent and the City will be initiated and coordinated by the Contract Administrator (OMB) in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal.

Communication related to this RFP is further restricted with any entity outside the City of Port St. Lucie. Including, but not limited to, sub-contractors of prime respondents, companies in the industry, other agencies or utility entities, etc . . .

<b>Initials</b> <i>St</i>	<b>Release or Distribution of Information and/or Material</b>
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Evaluation committee members have been provided vendor responses either in hard copy or electronic format. This information, hard copy or electronic, is NOT to be reproduced or distributed under any circumstance. Some information within the proposals may be proprietary and/or confidential. Release of any information will be coordinated by OMB only.

Initials <u>sj</u>	<b>Non-Collusion</b>
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I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

1. The scores assigned in my evaluation have been arrived at independently and without consultation, communication or agreement with any other Evaluator other than those discussions taking place in a meeting of the Evaluation Committee meeting arranged by OMB.
2. That my scoring of each proposal has not been disclosed to any other Evaluator or person, and they will not be disclosed to other Evaluator except by the OMB during a meeting of the Evaluation Committee.
3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Signature: 

Printed: Steve Fungio

Date: 10/7/11

**Neg ATTENDANCE**  
**RFP #20110123**  
**Design Water main Bayshore**  
**October 19, 2011 @ 9:00:00 AM**

	Name (Please PRINT Legibly)	Company Name Or Entity
1	Cheryl Shanaberger	City of PSL-OMB
2	Joseph W Capra	CAPTEC
3	DAVID KOOPPA	PSLUSD
4	ETHEL BOURGEOIS	CAPTEC
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used to determine areas of potential utility conflicts, locations of test hole excavation, and to determine the approximate location for the watermain installation.

4. Test Holes – Up to 20 test holes will be excavated to determine the exact location where existing utilities are located and what material they are composed of. Generally test holes will only be performed where existing information is not adequate for design.
5. Survey – All utility information acquired through test holes will be recorded as well as topographic information not available through the design files and as-built information for the Bayshore Blvd. Widening Project.

### **TASK 2-Final Design**

CONSULTANT will prepare 60%, 90%, and 100% plans in accordance with the City of Port St. Lucie Requirements. Plans will consist of Plan and Profile Sheets, Maintenance of Traffic Plans, Construction Details, and Notes. This Task also involves the preparation of, and submittal of permit applications/ packages to The City of Port St. Lucie Utility Services Department (CPSLUSD) for the new/ relocated water main. CONSULTANT will address comments from CPSLUSD as they are received until a permit for the proposed work is issued.

### **TASK 3 – Post-Design Services**

CONSULTANT will prepare project specifications, estimated quantities, and costs with the 90% submittal and final quantities and estimated costs with the 100% submittal; pay items descriptions for all pay items, answer all questions related to the design drawings and/or project specifications during the bidding process, attend the project preconstruction meeting, and resolve design issues indentified during construction.

Deliverables supplied to the owner shall include:

- One (1) hard copy of 60% Construction Drawings
- One (1) PDF copy of 60% Construction Drawings
- One (1) AutoCad copy of 60% Construction Drawings
- One (1) hard copy of 90% Construction Drawings
- One (1) PDF copy of 90% Construction Drawings
- One (1) AutoCad copy of 90% Construction Drawings
- Six (6) sets of signed and sealed 100% “Approved for Construction” Drawings
- One (1) PDF copy of 100% “Approved for Construction” Drawings
- One (1) AutoCad copy of 100% “Approved for Construction” Drawings

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

## **SECTION II TIME OF PERFORMANCE**

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

7 9/30/2012

**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 \$92,330. 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 Task 1 are:

	Est. hours	Rate	Est. Fee
Principal/ Q/C Manager	16	\$150.00	\$2,400.00
Project Manager	44	\$130.00	\$5,720.00
Design Manager	42	\$110.00	\$4,620.00
Civil Design Technician	74	\$85.00	\$6,290.00
Project Coordinator	36	\$55.00	\$1,980.00
Test Holes	20/ea.	\$400.00	\$8,000.00
Supplemental Survey	1/ est.	\$3,000.00	\$3,000.00
		<b>TASK 1 TOTAL</b>	<b>\$32,010.00</b>

The Engineering fees for Final Design Task 2 are:

	Est. hours	Rate	Est. Fee
Principal/ Q/C Manager	24	\$150.00	\$3,600.00
Project Manager	96	\$130.00	\$12,480.00
Design Manager	108	\$110.00	\$11,880.00
Civil Design Technician	140	\$85.00	\$11,900.00
Project Coordinator	80	\$55.00	\$4,400.00
		<b>TASK 2 TOTAL</b>	<b>\$44,260.00</b>

The Engineering fees for Post Design Task 3 are:

	Est. hours	Rate	Est. Fee
Principal/ Q/C Manager	8	\$150.00	\$1,200.00
Project Manager	80	\$130.00	\$10,400.00
Design Manager	8	\$110.00	\$880.00
Civil Design Technician	24	\$85.00	\$2,040.00
Project Coordinator	28	\$55.00	\$1,540.00
		<b>TASK 3 TOTAL</b>	<b>\$16,060.00</b>

**TOTAL = \$92,330.00**

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

10/7/11 20110123

Creech 9:00

9:08

5

9:13

Q Direction bore - probably - difficult for  
service connection

A - not where service connections - selective  
where db - only commercial

Q What route

A - center - expense? priority of city, traffic  
disruption - cost

W-side of road fiber optic & face main  
stay away from fiber opt. &

Edge of pavement E side - least

Q - Fully nighttime operation

A most convenient - yes + could save money  
least disruptive, cost effective & speed  
+ ease - summer + at night

Q Handle residential

A - Communication - have many others so lots  
of experience

Captec Captec 9:30

9:40

5

9:45

Q - to the side under sidewalk - what  
about median

A - 1 sidewalk DB - do not want  
median due to MOT - close off  
& do one @ a time & direct traffic  
middle - must be cost benefit  
MOT, & we will be widening road

A. No-legal ok-city owns, big Business  
is timing a award working in front  
Alternative to go down Bayshore with  
disruption on W side general concern  
w/ bus only, looked at connections -  
make connection with least disruption <sup>to business</sup>

Q Anticipate any site plan issues

A. were plan to properly, trees are  
important can protect trees or  
replant new trees

Q write DB

A. it is an option

Q Any Cost analysis

A. yes, soils issue it is a savings  
wanted a 2 separate contractors

Q Have you done similar design any way  
etc by canal

A. yes, City a FT Piece, 70' canal  
major E, W a B Rosebud, Felmur  
school in PSH, interconnect to Klabas

Q miking - staff

Staff r John Adams & Steve

Q can you handle a staff

A. yes, and working on Marin, looking at  
value eng - size of pipes

Committee Sh to City Council reg  
Captec #1, C+T #2, Crooch #3

A. yes - # services, intensity & cross  
interactions & T, & fine hybrids to  
Ty in

Q. Fine hybrids only?

A. covered those or Bayshore,  
Analysis will review those issues

A. if cross light

Q. name

Night work - involved at night when  
doing ty ins - may be built of  
new pipe at end of Bayshore

C&T 10:00

10.08

5  
1013

Q. When do you have easements?

A. 50' drainage

Q. Bore U to E

A. small bore, no hydrules planned  
only back stabilization, open cuts but  
weather

Q. Bore fast effort

A. Beck the n. rotate - really tight  
could back tap. ties - consideration  
for prosecution

Q. Easement - in drainage easement -  
50' drainage Row so OK

A. yes

Q. - continue with

A. important component to verify  
that the easements are available

Q. Business - any discussion

A. No only legal - business - easement  
are in plans, easements exist

Q. No one complain

Q - Address safety

A. Tying in a school drop off we S -  
use W side avoid some of the  
issues - sidewalk use, used B  
less not a ped together

Q - Back of driveway not tear up  
sidewalk

A - Bell telephone, overhead, intersection  
on side - so between R + sidewalk,  
across, intusec for future breaks

Q - Connective - DB - others open cut

- yes, but have to look at inlet -  
have to look at cost, detail

Q - Putting in sidewalk, DB, open cuts -  
values will be in sidewalkly safety  
hazards

A. get flush & in back side of  
sidewalk - only 1 ft - room on  
issue

Q - Easements - ? large # of easements - have  
addresses

A. trip easement - can't - suggest stay  
under sidewalk - not going after easements

Q - intention to convert drainage system

A. yes benefit of DB & operating a  
sewerage

Q - Construction time by a night

A. could be done @ night - but do  
not see an issue can't during day -

Q - Utilities on W side

A. FPH telephone buried gas main side  
street, low pressure force main, must  
keep line in service - under or  
near curb line

Q - Do you have preliminary plans