

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13G
DATE 12/12/11

Meeting Date: December 12, 2011

Public Hearing _____ Ordinance _____ Resolution _____ Motion X

Item: #20120022, Andersen Andre Consulting Engineers, Inc., Replacement of Water Mains

Recommended Action:

- 1) Approval to use the Master Contract #20070116 and enter in a contract #20120022 with Andersen Andre Consulting Engineers, Inc. for \$136,450.00 for the Geotechnical Testing Services for the project to replace the City Water Mains.

Exhibits: Department memo attached - yes

Copies of the Contract and proposal from Consultant

Summary Explanation/Background Information:

The City has determined that it is necessary to replace the water transmission mains in targeted areas within the City. Andersen Andre Consulting Engineers, Inc., is pre-qualified for this type of service under Master Contract #20070116 and was the geotechnical engineer for similar water main installation. Therefore, to ensure an expedited project staff recommends awarding the attached contract.

Purchase is a replacement

Purchase was not budgeted.

Estimated Testing Expense: \$136,450.00

Department requests expenditure from the following:

Fund	447	Pipe Replacement
Cost Center	3316	Utility – Improvements O/T Bldgs.
Object Code	56304	Improvements-Design/Geo
Project	Y1206	Water Main Replacement Project.

Director of OMB concurs with award: SRP

City Manager concurs with award: JAB

Department requests 0 minutes to make a presentation.

Submitted by: *Jesus Merejo*

Title: Director of Utilities

Date Submitted: 12/7/11

RECEIVED

DEC 07 2011

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Jerry A. Bentrrott, City Manager

FROM: Jesus A. Merejo, Utility Systems Director

SUBJECT: Utility Improvements

DATE: December 6, 2011

In 1994 the City, acting in the best interest of the public, accepted the transfer of ownership and operational control of all of the assets of the Port St. Lucie Division of the St. Lucie County Utility Services Department. Since a majority of those utility assets were previously constructed by General Development Utilities ("GDU") beginning in the late 1950s, the City has been pursuing projects to repair, replace, rehabilitate and expand the transferred Utility Systems. As sufficient funding has become available, the City has undertaken various efforts to facilitate a successful water and sewer expansion program to meet demand and provide quality utility services to its customers within the City's Utility Service Area.

Among the City's projects concerning GDU-era facilities and infrastructure has been our pursuit of a program to replace water and wastewater mains and related appurtenances throughout the original system in accordance with today's construction standards. Those water and wastewater mains are quite expansive and require significant funding to accomplish their replacement. Certain investment proceeds belonging to the City's Utility Systems Department have become available and therefore present us with an opportunity to use those funds to replace water mains in some of our oldest service areas and take advantage of the current low construction costs. The considerable decline in construction costs due to the current economy that we have observed in our recent projects and the availability of funding has prompted us to consider accelerating our ongoing water main replacement program and starting now will allow us to take advantage of good winter construction weather.

The areas which we are currently targeting to continue our program to replace the GDU-era facilities are essentially fully developed and thus present multiple problems associated with retrofitting the old infrastructure. Such problems are similar to those previously encountered when we installed water and wastewater mains as part of our projects associated with the water/wastewater assessment program. The engineering and construction firms that performed the majority of the work for those particular projects were Culpepper & Terpening, Inc. and Felix Associates of Florida, Inc.

The design and field engineering expertise gained by Culpepper & Terpening and the familiarity with this type of construction and customer relations gained by Felix Associates is invaluable and would be of great benefit to the City as we proceed to replace those old GDU-era water mains.

Jerry Bentrott
December 6, 2011
Page 2

Moreover, engaging those experienced consultants and contractors to perform the project engineering, construction and geotechnical services through their continuing service contracts with the City would allow us to efficiently and expeditiously complete the work. Therefore, it is recommended that the Council approve the attached contracts with Culpepper & Terpening, Inc., Felix Associates of Florida, Inc., and Andersen Andre Consulting Engineers, Inc., all of whom are ready, willing and able to do this important work.

Should you have any questions or need additional information, please do not hesitate to contact me.

/dr

Attachments

c: Roger G. Orr, City Attorney
Bradley E. Macek, Assistant Utility Systems Director
Danny M. Segui, Deputy Utility Systems Director
Laney C. Southerly, PE, Utility Engineering Mgr.
Donna M. Rhoden, Utility Safety & Public Affairs Mgr.



ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

AACE Proposal No. P11-224
December 6, 2011

City of Port St. Lucie
Engineering/Utility Services Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Attention: Ms. Lisa Campbell

**Subject: PROPOSAL FOR CONSTRUCTION MATERIALS TESTING SERVICES,
ENVIRONMENTAL CONSULTING AND GEOTECHNICAL ENGINEERING
WATER MAIN REPLACEMENT - PHASE I
PORT ST. LUCIE, FLORIDA**

Dear Ms. Campbell:

As requested, Andersen Andre Consulting Engineers, Inc. (AACE) is pleased to present this cost estimate for construction materials testing services relative to the emergency water main replacement project throughout portions of Port St. Lucie. Based on our understanding, it is the desire of the City to replace up to 42 miles (or, approximately 221,400 l.f.) of concrete water main piping with either PVC or ductile iron piping. The majority of the pipe to be replaced is located in the eastern portion of the City, primarily south of Walton Road. The water main will cross several roadways, including major crossings at U.S. Highway 1 and Port St. Lucie Boulevard. At this time, these two crossings are intended to be directional bores rather than open-cuts. Based on our conversation with CPSL Engineering Department personnel, we understand that the project has a tentative duration of 420 calendar days (or approximately 14 months). Considering this schedule and a 5-day work week, we expect a production rate of nearly 750 feet of installed pipe per day. Therefore, multiple construction crews are anticipated.

The project also entails the installation of numerous valves and hydrants, and the removal/replacement of numerous sidewalks, ADA ramp sections and curbing. In addition to providing construction materials testing services, we will also consult with the project team (City personnel, Contractor and Design Engineer) as needed regarding the handling and removal of the pipe in an environmentally sound manner. For this purpose, we have included an allowance for chemical analysis of water and soil (should it be needed).

We understand that a modified testing frequency (relative to the City of Port St. Lucie's Utility Standards Manual) will be utilized for this project in an effort to conserve budget. Preliminarily, we understand that density testing frequencies may be relaxed to one test per 750 l.f. of piping, with a minimum of two tests per lift for road crossings. Using these criteria, we estimate the cost of our services to be approximately \$136,450.00. The attached summary presents an estimate of the number of man-hours, tests and costs associated with this project. The actual cost of AACE's testing services will be a function of work actually performed in accordance with the attached unit fee schedule.

If you have any questions or if we can provide any additional information, please feel free to contact us at your convenience.

Best Regards,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

David P. Andre, P.E.
Principal Engineer

Peter G. Andersen, P.E.
Principal Engineer

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
WWW.AACEINC.COM



Hourly and Testing Charges:

The following was used as a basis for testing quantities:

- < 221,400 l.f. of pipe to be installed;
 - < Testing frequency: 1 test per every 750 l.f. of pipe for each 12" lift (assume 5 lifts);
 - < Two tests for initial lift of larger diameter pipe (along both sides of pipe);
 - < Additional tests necessary for road crossings (minimum of 2 tests per lift for road cuts);
1. In-place soil density testing [Water Main]:
 - < 221,400' of piping/750' testing freq. x 5 lifts:
= 1,500 in-place soil density tests (estimated) @ \$23.00/test \$34,500.00
 - < Additional tests for larger diameter pipes and road cuts; 500 tests @ \$23.00/test \$11,500.00
 2. In-place soil density testing [Various Valves, Hydrants, Road Cuts]:
 - < Estimated 300 in-place soil density tests @ \$23.00/test \$6,900.00
[We note that no density testing is proposed relative to the individual services]
 3. Man-Hours [pipe trench inspection, road cuts, etc.]; Estimated 400 hours @ \$55.00/hour \$22,000.00
 4. Senior Project Engineer (includes weekly progress meeting attendance, testing review, consulting, etc.)
 - < 300 hours @ \$110.00/hour \$33,000.00
 5. Technical Secretary;
 - < 150 hours @ \$48.00/hour \$7,200.00
 6. Laboratory Testing;
 - < Modified Proctor Test; 90 tests @ \$85.00/test \$7,650.00
 - < LBR Tests (base rock and stabilized subgrade); 10 tests @ \$295.00/test \$2,950.00
 7. Concrete Testing (ADA ramps, sidewalk and curb repair):
 - < 55 sets of Concrete Specimens @ \$85.00/set \$4,675.00
 8. Environmental Consulting;
 - < Analytical testing of soil - Estimated 25 samples @ \$55.00/sample \$1,375.00
 - < Analytical testing of groundwater - Estimated 10 samples @ \$250.00/sample \$2,500.00
 - < Senior Project Engineer (Environmental Engineer); 20 hours @ \$110.00/hour \$2,200.00
- Anticipated Project Cost\$136,450.00**

The following conditions apply to this project:

- (1) For non-full time or hourly projects, a minimum of 4 density tests will need to be performed per hour, per visit to the site.
- (2) Stand-by time will be charged at \$55.00/hour per technician (\$82.50/hour for after-hours, holidays and/or weekend testing services).
- (3) We note that density testing frequencies are based on City requirements and our experience with similar projects and anticipated contractor methodologies. Allowances for re-tests (from failing density tests) are not included herein.
- (4) The contractor should contact Andersen Andre Consulting Engineers, Inc. at (772) 807-9191 a minimum of 24 hours prior to any testing and 48 hours prior to weekend and evening work.
- (5) Unit rates apply to standard working days, Monday through Friday, 7:00 a.m to 6:00 p.m. Testing and hourly rates will be increased by 50% for weekend, holiday or after-hours services.
- (6) If our testing estimate for a specific work element is insufficient for that particular activity, resources from another work element can be used without prior authorization from the client as long as our total cost estimate is not exceeded. We will notify you in advance if it appears that the cost estimate presented in the attached unit fee schedule will be exceeded.
- (7) Soil sample and concrete cylinder pickup for laboratory testing (e.g., Proctor, FBV, LBR testing, compressive strength, etc.) will be billed at \$55.00/hour if not scheduled with other work.
- (8) Bacteriological testing of water (Abact=s@) and asphalt testing are not included herein.
- (9) AAACE=s budget is based upon the construction schedule stated herein. If this schedule changes (i.e., weekend work, evening work, or if the project takes longer than the anticipated 19 months), this proposal will likely require modification to include additional man-hours to accommodate such changes.
- (10) We understand that no density log book will be required for this project.

**CITY OF PORT SAINT LUCIE
CONTRACT #20120022**

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, Andersen Andre Consulting Engineers, Inc. , a Florida Corporation, 573 SW Biltmore Street, Port St. Lucie, Florida 34983, Telephone No. (772) 807-9191 Fax No. (772) 807-9192 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 is Geotechnical Services for Repair of the City Water Mains. All Terms and Conditions of the Master Contract #20070116 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: David P. Andre, Pres. and Principal Engineer
573 SW Biltmore Street, Port St. Lucie, Florida 34983
Ph. (772) 807-9191 Fax (772) 807-9192
Email: DAndre@aaceinc.com

City Contract Administrator: Office of Management & Budget
Attn: Cheryl Shanaberger, Deputy Director OMB
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34983
Telephone 772 871 7390 Fax 772 871 7337
Email: cheryls@cityofpsl.com

City Project Manager: Laney Southerly, P.E., Engineer
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34983
772 873 6442
Email: LSoutherly@cityofpsl.com

Description of Services

The City is replacing up to 42 miles (or, approximately 221,400 LF) of water main piping with either PVC or ductile iron piping. The majority of the pipe to be replaced is located in the eastern portion of the City, primarily south of Walton Road. The water main will cross several roadways, including major crossings at U.S.

Highway 1 and Port St. Lucie Boulevard. At this time, these two crossings are intended to be directional bores rather than open-cuts.

The project entails the installation of numerous valves and hydrants, and the removal/replacement of numerous sidewalks, ADA ramp sections and curbing. In addition to providing construction materials testing services, the Engineer will also consult with the project team (City personnel, Contractor and Design Engineer) as needed regarding the handling and removal of the any hazardous materials. For this purpose, the Engineer has included an allowance for chemical analysis of water and soil for the presence of hazardous material (should it be needed).

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence December 12, 2011, and terminate July 4, 2013, five hundred seventy (570) 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 an hourly/per test/per sample rate contract. The total amount to be paid by the City to the Engineer is based on actual time spent and tests performed on this project and is estimated amount of \$136,450.00. The City will not pay for out-of-pocket expenses (Office & Utilities), sub-consultant fees or any reimbursable expense.

The below presents an estimate of the number of man-hours, tests and costs associated with this project. The actual cost of the Engineer's testing services will be a function of work actually performed in accordance with the below unit fee schedule.

Hourly and Testing Charges:

The following was used as a basis for testing quantities:

- < 221,400 l.f. of pipe to be installed;
 - < Testing frequency: 1 test per every 750 l.f. of pipe for each 12" lift (assume 5 lifts);
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 - < Estimated 300 in-place soil density tests @ \$23.00/test.....\$6,900.00
[We note that no density testing is proposed relative to the individual services]
 3. Man-Hours [pipe trench inspection, road cuts, etc.]; Estimated 400 hours @ \$55.00/hour.....\$22,000.00
 4. Senior Project Engineer (includes weekly progress meeting attendance, testing review, consulting, etc.)
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5. Technical Secretary;	
< 150 hours @ \$48.00/hour	\$7,200.00
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< 55 sets of Concrete Specimens @ \$85.00/set	\$4,675.00
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Anticipated Project Cost\$136,450.00

The following conditions apply to this project:

- (1) For non-full time or hourly projects, a minimum of 4 density tests will need to be performed per hour, per visit to the site.
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- (6) If our testing estimate for a specific work element is insufficient for that particular activity, resources from another work element can be used without prior authorization from the client as long as our total cost estimate is not exceeded. We will notify you in advance if it appears that the cost estimate presented in the attached unit fee schedule will be exceeded.
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- (8) Bacteriological testing of water and asphalt testing are not included herein.
- (9) AACE=s budget is based upon the construction schedule stated herein. If this schedule changes (i.e., weekend work, evening work, or if the project takes longer than the anticipated 19 months), this proposal will likely require modification to include additional man-hours to accommodate such changes.
- (10) We understand that no density log book will be required for this project.

All out of pocket expenses are included in the above salaries, including any sub consultant fees and any and all reimbursable items.

Invoices for services shall be submitted by the 10th of the month, and payments shall be made net thirty (30) days unless Engineer has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and is approved by Contract Supervisor.

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 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

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor 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 requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be ISO CG2010) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

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, added to its Commercial General Liability policy and Business Auto policy. 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 #20120022 for the Geotechnical Testing Services for the City Wide Water Main Replacement Project shall be listed as additionally insured**". The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day 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 Contractor 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. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor 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. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor 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 Contract to waive subrogation without an endorsement then Contractor 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 Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either 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 either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

All deductible amounts shall be paid for and be the responsibility of the Contractor and/or any subcontractor for any and all claims under this Contract

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.

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 sub-consultant, 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. Additional phases for similar scope of work throughout the City may be added by Contract Amendments. 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 XIX
CONFLICT OF INTEREST**

The City hereby acknowledges that the Engineer may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Engineer shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Engineers shall disclose all of their Treasure Coast clients and related Scope of Work.

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF 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 #20120022, Geotechnical Testing for the repair of City Water Mains..

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 _____, 2011.

(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 Andersen Andre Consulting Engineers, 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.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2011.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

EXHIBIT A
Contract #20120022

GENERAL CONDITIONS

1 - Parties And Scope Of Work: Andersen Andre Consulting Engineers, Inc. (hereinafter referred to as "AAACE") shall include said company, its individual professionals, particular division, subsidiary or affiliate performing the Work. "Work" means the specific geotechnical, analytical, testing, environmental or other service to be performed by AAACE as set forth in AAACE's proposal, the Client=s acceptance thereof, both incorporated herein by this reference, and these General Conditions. "Client" refers to the person or business entity ordering the Work to be done by AAACE. If the client is ordering the Work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said Work. Further, Client shall disclose any such agency relationship to AAACE in writing before the commencement of AAACE=s Work hereunder. Client agrees that AAACE=s professional duties are specifically limited to the Work as set forth in AAACE's proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client=s intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any part of AAACE's Work. AAACE's Work is for the exclusive use of Client, and its properly disclosed principal. In no event shall AAACE have any duty or obligation to any third party. The ordering of Work from AAACE shall constitute acceptance of the terms of AAACE=s proposal and these General Conditions.

2 - Scheduling of Work: If AAACE is required to delay commencement of the work, or if, upon embarking on its work, AAACE is required to stop, delay or otherwise interrupt the progress of work as a result of changes in the scope of work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of AAACE, additional charges will be applicable and payable by the Client.

3 - Responsibility: AAACE=s work shall not include determining, supervising, or implementing the means, methods, techniques, sequences or procedures of construction. AAACE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. AAACE=s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents.

4 - Payment: Payment shall be due within 30 days after date of invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) from 30 days after date of invoice to date payment is received will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

5 - Right-of-Entry: Unless otherwise agreed, Client will furnish right-of-entry on the property for AAACE to make the planned borings, surveys, and/or explorations. AAACE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, AAACE will accomplish this and add the cost to its fee.

6 - Damage to Existing Man-made Objects: It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, AAACE will give special instructions to its field personnel. As evidenced by your acceptance of this proposal, Client agrees to defend, indemnify and save harmless AAACE from all claims, suits, losses, personal injuries, death and property liability resulting from subsurface conditions or damages to subsurface structures or man made objects, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to AAACE in writing, whether such claims or damages are caused in whole or in part by AAACE, and agree to reimburse AAACE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client=s obligation to indemnify is limited to \$1 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by AAACE. Client further agrees that these general conditions are a part of the Work=s specifications or bid documents, if any.

7 - Warranty and Limitation of Liability: AAACE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and AAACE is promptly notified in writing prior to one year after completion of such portion of the services, AAACE will re-perform such portion of the services, or if re-performance is impracticable, AAACE will refund the amount of compensation paid to AAACE for such portion of the services.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall AAACE be liable for any special, indirect, incidental, or consequential loss or delay or time-related damages. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. Client may, upon written request received within five days of Client's acceptance hereof, increase the limit of AAACE's liability by agreeing to pay AAACE an additional sum as agreed in writing prior to the commencement of AAACE's services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved.

For services involving or relating to pollution, it is further agreed that the Client shall indemnify and hold harmless AAACE and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by AAACE, or claims against AAACE arising from the work of others. This indemnification provision extends to claims against AAACE which arise out of, are related to, or are based upon, the disposal, discharge, escape, release or saturation of vapors, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere or on, onto, upon, in or into the surface or subsurface. Client=s obligation to indemnify is limited to \$1 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by AAACE. Client further agrees that these general conditions are a part of the Work=s specifications or bid documents, if any.

8 - Sampling or Testing Location: Unless specifically stated to the contrary, the fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

9 - Sample Handling and Retention : Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and AAACE, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client's written request, AAACE will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of AAACE's report to Client free of storage charges. After the initial 30 days and upon written request, AAACE will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), AAACE will, after completion of testing and at Client's expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that AAACE is acting as a bailee and at no time does AAACE assume title of said waste.

10 - Discovery of Unanticipated Hazardous Materials: Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. AACE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. AACE and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for AACE to take immediate measures to protect health and safety. AACE agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages AACE to take any and all measures that, in AACE's professional opinion, are justified to preserve and protect the health and safety of AACE's personnel and the public. Client agrees to compensate AACE for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against AACE, and agrees to defend, indemnify and save AACE harmless from any claim or liability for injury or loss arising from AACE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate AACE for any time spent and expenses incurred by AACE in defense of any such claim, with such compensation to be based upon AACE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

11 - Joint and Several Liability: The concept of joint and several liability is basically this: When two or more parties are considered responsible for causing injury or damage, any one of the parties may be made to provide compensation for as much as 100% of the damages assessed. When applied to hazardous materials projects, it is possible that the concept of joint and several liability could be construed to make AACE partly or wholly responsible for damages created directly or indirectly by the hazardous materials. Client agrees that it would be unfair for AACE to be exposed to such an action, because AACE had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, Client waives any claim against AACE, and agrees to defend, indemnify and save AACE harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would, in any manner, hold or seek to hold AACE responsible for creating a hazardous condition or permitting one to exist. Client also agrees to compensate AACE for any time spent and expenses incurred by AACE in defense of any such claim, with such compensation to be based upon AACE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

12 - Legal Jurisdiction: The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in St. Lucie County, Florida. All causes of action arising out of AACE's Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of final payment for acts or failures to act occurring after substantial completion of the Work.

13 - Force Majeure: AACE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.