

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13J
DATE 6/25/12

Meeting Date: June 25, 2012

Public Hearing Ordinance Resolution Motion

Item: #20120041, Design & permit Mariposa Sidewalk

Recommended Action:

- 1) Approve a Time & Expense contract #20120041, Design & permit for Mariposa Sidewalk Project with #1 short listed firm Creech Engineers, Inc., for an estimated amount of \$ 38,148.50 which amount does not include the \$10.00 indemnification fee. The project is to be completed within 699 calendar days.

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

Summary Explanation/Background Information: The City met on May 31, 2012 at 2 P.M. to negotiate a contract with Creech Engineers Inc. for the design and permits for the sidewalks at Mariposa. After several revisions the City accepted the contract with Creech Engineers, Inc.

The need for the above is:

Purchase is not a replacement

Purchase is budgeted.

Department requests expenditure from the following:

Fund	304	Road & Bridge Fund
Cost Center	4105	Road & Street
Object Code	563005	Professional Services
Project	Y1215	Mariposa

Director of OMB concurs with award: *OR* City Manager concurs with award: *ZFD*

Department requests 0 minutes to make a presentation.

Submitted by: *Patricia Roebling*

Title: City Engineer

Date Submitted: 6/13/12

RECEIVED

JUN 14 2012

City Manager's Office



CITY OF PORT ST. LUCIE

Engineering Department

Accredited Agency – American Public Works Association

MEMORANDUM

To: Cheryl Shanaberger – Assistant Director of OMB
Thru: Patricia Roebling, P.E. – City Engineer
From: Roxanne M. Chesser, P.E. – Civil Engineer
Date: June 15, 2012
Re: Contract #20120041
Design & Permitting of Mariposa Avenue Sidewalk

The City received a Safe Routes to School Grant to construct a sidewalk on Mariposa Avenue extending from the terminus of the existing sidewalk at Holy Family Catholic Church east to connect to the existing sidewalk on the east side of Burton Street. On May 14th, the City Council approved the selection of Creech Engineers, Inc. to complete the design and permitting for the sidewalk.

Staff and Creech Engineers, Inc. have come to an agreement on the attached contract for the work. The highlights of the contract include the following:

- The Engineer shall provide professional engineering services for the design and permitting of approximately 2,700 feet of five-foot wide concrete sidewalk on the south side of Mariposa Avenue
- Contract period shall start June 26, 2012, and terminate March 26, 2014 or 699 calendar days. The tasks associated with the design and permitting of the project will be completed by April 26, 2013. The contract time is extended beyond the design and permitting of the project to allow Creech Engineers, Inc. to participate in post design services such as responding to design related questions during the bidding or initial stages of construction. The construction of the project, in accordance with the FDOT schedule for the Grant, is scheduled to begin in February of 2014.
- The contract amount for the work outlined in the Contract is \$38,148.50.

The cost of this work is budgeted and is funded through account number 304-4105-563005- Y1215. Please review the attached information and prepare for presentation at the next available City Council Meeting. Please let me know if I may be of further assistance in this matter.

RC/
enclosure

c: Gregory J. Oravec – City Manager
Jesus Merejo, Utility Systems Director
James Angstadt, P.E. – Acting Assistant City Engineer
Edith Majewski – Project Coordinator
Sue Walsh – Office Manager

S:\projects\Sidewalks\LAP Sidewalks\427614-1 Mariposa Ave - Lennard Rd to Burton St\Design\MEM to OMB regarding Final Version of Proposed Contract.doc

**CITY OF PORT SAINT LUCIE
CONTRACT #20120041**

This is a Time and Expense CONTRACT, executed this _____ day of _____, 2012 by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and Creech Engineers, Inc., a Florida Corporation, Telephone No. 772-249-0733, Fax No. 772-220-7881, 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 #20120041 is the design and permitting of the Mariposa Avenue Sidewalk Project. All Terms and Conditions of the Master Contract #20100050 will apply.

Notices

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Engineer: Creech Engineers, Inc.
Howard Ehram P.E., CGC, LEED AP
501 SE Port St. Lucie Boulevard, Suite 101
Port St. Lucie, FL 34984
Telephone: 772-249-0733 Fax: 772-220-7881
Email: hehram@creechinc.com

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

City Project Manager: Roxanne M. Chesser, P.E.
Civil Engineer
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-5186 Fax: 772-871-5289
Email: roxannec@cityofpsl.com

Description of Services

The Engineer shall provide professional engineering services for the design and permitting of approximately 2,700 feet of five-foot wide concrete sidewalk on the south side of Mariposa Avenue from the west side of Holy Family Catholic Church east to connect to the existing sidewalk on the east side of Burton Street. This project is being completed through the FDOT Local Agency Program (LAP) and the consultant will be responsible for completing the necessary submittals and preparing the design so that the project is in compliance with FDOT LAP requirements.

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

The Engineer shall prepare a complete set of construction plans in accordance with FDOT Plans Preparation Manual. The design shall follow the FDOT design criteria set forth in the Standard Specifications, Roadside Design Guide, and the Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Standard Streets (Florida Green Book). Additional criteria from the AASHTO A Policy on Geometric Design of Highways and Streets and the Institute of Traffic Engineers (ITE) Traffic Engineering Handbook may also be applicable. The construction plans shall include cross sections at a minimum of 200-foot intervals as well as plan and profile views.

The Engineer shall coordinate the design plans with and obtain permits from all applicable agencies including, but not limited to, City Engineering Department, City Utility Systems Department, FDOT, private utility owners, and St Lucie County.

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

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

- Two (2) hard copies of 30%, 60%, and 90% Construction Drawings
- One (1) PDF copy of 30%, 60%, and 90% Construction Drawings
- Four (4) sets of signed and sealed 100% "Approved for Construction" Drawings
- One (1) PDF copy of 100% "Approved for Construction" Drawings
- One (1) AutoCAD copy of 100% "Approved for Construction" Drawings
- One (1) hard copy of permit application submittals

Task 01 – Design Survey:

Prepare and provide survey data showing existing improvements within the project area. Location information to be obtained from the roadway centerline to 15 feet outside the south Right-of-Way line of Mariposa Avenue and in selected areas as determined in the field. All elevations to be based on NAVD 88 with benchmarks established at maximum 1000 foot intervals. The survey shall include a Right-of-Way determination based on available Right-of-Way information. The design survey shall include Construction Baseline information. The City will be responsible for providing any title work needed to clarify discrepancies encountered when researching the existing Right-of-Way. Information shall include, but is not limited to, vertical and horizontal control points, right-of-way resolution, roadway sections, driveway profiles and roadway cross sections and locations at 50-foot intervals. The survey data collection shall include subsequent survey efforts throughout the design process.

Task 02 - Geotechnical Investigation:

The Engineer shall provide a subsurface Soils Exploration and Geotechnical investigational report. The report, submitted along with the 30% plans, shall include the findings of the investigation and provide recommendations for the design and construction of the sidewalk and ancillary facilities. The soil investigations shall include:

- Fifteen (15) auger borings (ASTM D1452) to a depth of about 5 feet below the existing ground surface. One boring will be performed at approximately every 200 feet of sidewalk alignment and will be used to evaluate the suitability of the soils to support conventional sidewalk construction, and provide information relative to the presence of topsoil and any unsuitable soils which would have to be removed prior to the sidewalk construction.
- Strata samples at each change
- Determination of water levels
- Typical soils classifications for each strata encountered

Task 03 – LAP Coordination

The Engineer shall assist the City with their LAP Preliminary Submittal Documents with the completion of the required Typical Section Package and Preliminary Engineer's Cost Estimate. Additionally, the Engineer will provide a compliance and quality control review of the submittals. The work effort is described as follows:

- Typical Section Package: The Engineer shall prepare a Typical Section Package in accordance with the FDOT Plans Preparation Manual. A typical section for each distinct area of the project shall be created. It is anticipated that a minimum of two (2) sections will be developed.
- Preliminary Engineer's Cost Estimate: The Engineer shall update the original Engineer's Estimate provided by the City to FDOT as part of the original grant application. The Engineer's Cost Estimate shall be segregated for grant eligible and non-eligible items.
- LAP compliance and quality control review for the Initial Phase (30%) submittal. Verify compliance with FDOT schedule and checklist requirements. Respond to FDOT ERC.
- LAP compliance and quality control review for the Constructability Phase (90%) submittal. Respond to FDOT ERC.
- LAP compliance and quality control review for the Production (100%) submittal. Verify compliance with FDOT schedule and checklist requirements. Respond to FDOT ERC.

Task 04 - Initial Plans (30%):

The Engineer shall provide the City with 30% sidewalk submittal documents. Specifically the engineer shall complete the following tasks:

- City Engineering Department: Meet with the Engineering Department to coordinate project design criteria and obtain information on existing facilities
- South Florida Water Management District (SFWMD): Meet with SFWMD to determine permitting requirements, if applicable. (At this time it is believed that SFWMD permitting will not be required.)
- Utilities Coordination: Meet with all necessary Utilities to obtain information on existing facilities within the project limits and coordinate procedures for design and approval of utilities modifications and/or re-locations, if required, that includes but is not limited to: Water and Wastewater, Power, Cable TV, Telephone, and Gas.
- Survey and Geotechnical: Incorporate the information provided in Tasks 01 and 02 into the 30% Plans
- Prepare Preliminary Design Plans (30%): Prepare Preliminary Design Plans on 11-x 17-inch size format that complies with City and FDOT design standards for initial review by the City. Meet with the City and coordinate changes or modifications to the Preliminary Plans as needed prior to submittal to FDOT.
- Engineers Opinion of Probable Cost: Update the estimate based on 30% design.

The 30% Design Plans shall be in accordance with the PPM, Volume II, Chapter 2.3.2, and include the following components:

- Key Sheet (Preliminary)
- Drainage Map (Preliminary)
- Typical Sections (Preliminary)
- Project Layout Sheets (Preliminary)
- Plan and Profile Sheets (Preliminary)
- Intersection Crossing/Detail Sheets (Preliminary)
- Cross Sections (Preliminary)
- General Notes (Preliminary)
- Traffic Control Plan (Preliminary)

Task 05 - Design Development Plans (60%):

The Engineer shall continue preparation of Construction Plans to a 60% complete level. Construction Plans shall be in 11- x 17-inch size format and comply with the City and FDOT design standards. The 60% Construction Plans shall be in compliance with the PPM, Volume II, Chapter 2.3.2 and include the following sheets:

- Key Sheet (Complete, but subject to change)
- Summary of Pay Items (Preliminary)
- Drainage Map (Complete, but subject to change)
- Typical Sections (Complete, but subject to change)
- Summary of Quantities (Complete, but subject to change)
- Project Layout Sheets (Complete, but subject to change)
- Plan and Profile Sheets (Complete, but subject to change)
- Intersection Crossing/Detail Sheets (Complete, but subject to change)
- Roadway Soils Survey (Preliminary)

- Cross Sections (Preliminary)
- Stormwater Pollution Prevention Plan (Preliminary)
- General Notes (Preliminary)
- Traffic Control Plan (Preliminary)
- Utility Adjustment Plan (Preliminary)
- Signing and Pavement Markings Plan (Preliminary)

The Engineer will submit 60% plans to the City of Port St. Lucie and applicable agencies for their review. The Engineer will incorporate applicable comments from all agencies having jurisdiction into the 60% construction documents.

Task 06 – Public Involvement and Meetings:

The Engineer shall prepare appropriate informational boards, attend, and participate in one one-hour Public Information Meeting.

Task 07 - Buildability Plans (90%):

The Engineer shall prepare Construction Plans to a 90% complete level. The plans shall be prepared on 11- x 17-inch format and comply with City and FDOT Standards. The 90% plan submittal shall be in accordance with the PPM, Volume II, Chapter 2.3.2, and include the following sheets:

- Key Sheet (Complete, but subject to change)
- Summary of Pay Items (Complete, but subject to change)
- Drainage Map (Complete, but subject to change)
- Typical Sections (Complete, but subject to change)
- Summary of Quantities (Complete, but subject to change)
- Project Layout Sheets (Complete, but subject to change)
- Plan and Profile Sheets (Complete, but subject to change)
- Intersection Crossing/Detail Sheets (Complete, but subject to change)
- Roadway Soils Survey (Complete, but subject to change)
- Cross Sections (Complete, but subject to change)
- Stormwater Pollution Prevention Plan (Complete, but subject to change)
- General Notes (Complete, but subject to change)
- Traffic Control Plan (Complete, but subject to change)
- Utility Adjustment Plan (Complete, but subject to change)
- Signing and Pavement Markings Plan (Complete, but subject to change)

The Engineer will prepare and submit:

- Cost Estimate using FDOT Pay Items and approved spreadsheet based upon the 90% Plans
- 90% plans
- Draft Specifications and Technical Special Provisions shall be prepared for inclusion into the City's bid documents. The technical specifications and special provisions shall be prepared in the standard City Bid Format
- Environmental Checklist and Memorandum
- Utility Coordination Documentation to the City of Port St. Lucie for Submittal to Florida Department of Transportation.

- Stormwater Design Report detailing the impacts of the stormwater improvements required to implement the construction of the proposed sidewalk. The report shall be prepared in the format required by the SFWMD.

The Engineer will incorporate applicable comments from all agencies having jurisdiction into the 100% documents.

Task 08 - Bidability Plans 100%:

After final review by the City of Port St. Lucie, the Engineer shall continue preparation of Construction Plans to a 100% complete level. All plans will be provided in the electronic format directed by the City.

- Key Sheet (Complete)
- Summary of Pay Items (Complete)
- Drainage Map (Complete)
- Typical Sections (Complete)
- Summary of Quantities (Complete)
- Project Layout Sheets (Complete)
- Plan and Profile Sheets (Complete)
- Intersection Crossing/Detail Sheets (Complete)
- Roadway Soils Survey (Complete)
- Cross Sections (Complete)
- Stormwater Pollution Prevention Plan (Complete)
- General Notes (Complete)
- Traffic Control Plan (Complete)
- Utility Adjustment Plan (Complete)
- Signing and Pavement Markings Plan (Complete)

The Engineer shall prepare and submit:

- A Cost Estimate using FDOT Pay Items and approved spreadsheet based on the 100% Plans
- 100% plans
- Final Specifications and Technical Special Provisions
- Final Environmental Checklist and Memorandum
- Final Utility Coordination

Task 09 – Agency Coordination and Permitting:

The Engineer shall coordinate with various agencies to assist in preparation and submittal of any required permitting and approval applications.

- City Utility Systems Department
- FDOT (LAP)
- SFWMD / ACOE ERP Exemption letter

Provide responses to Requests for Information (RFI) as required.

Task 10 - Post-Design Services:

The Engineer shall provide the following Post-Design Services:

- Attend a pre-bid meeting
 - Prepare meeting minutes

- Provide written response to design questions during the bid process
- Attend specific field meetings or provide correspondence, if required, to resolved design related issues

**SECTION II
TIME OF PERFORMANCE**

Contract period shall start June 26, 2012, and terminate March 26, 2014 or 699 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.

The Engineer agrees to meet the following Milestone Dates:

- a. Task 1– Design Survey – Finalized April 26, 2013
- b. Task 2– Geotechnical – Finalized April 26, 2013
- c. Task 3– LAP coordination –Finalized April 26, 2013
- d. Task 4 – (30% Plans)– September 26, 2012
- e. Task 5 – (60% Plans) – December 26, 2012
- f. Task 6– Public Involvement and Meetings - Finalized April 26, 2013
- g. Task 7 – (90% Plans) – March 26, 2013
- h. Task 8 – (100% Plans) – April 26, 2013
- i. Task 9– Agency Coordination - Finalized April 26, 2013
- j. Task 10– Post Design Services –Finalized March 26, 2014

**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 **\$38,148.50**. All Estimated Fee Amounts are Not to Exceed amounts. The City will not pay for out-of-pocket expenses (Office & Utilities), subconsultant fees or any reimbursable expense.

<u>Task Description</u>	<u>Estimated Hours</u>	<u>Estimate Fee</u>
a. Task 1– Design Survey	30 hours	\$ 3,000.00
b. Task 2– Geotechnical	Subconsultant	\$ 2,496.00
c. Task 3– LAP coordination	34 hours	\$ 4,210.00
d. Task 4 – (30% Plans)	83 hours	\$ 7,210.00
e. Task 5 – (60% Plans)	81 hours	\$ 6,745.00
f. Task 6– Public / Inv/ Mtgs	5.5 hours	\$ 532.50
g. Task 7 – (90% Plans)	72 hours	\$ 6,440.00
h. Task 8 – (100% Plans)	39 hours	\$ 3,615.00
i. Task 9– Agency Coord. / Permitting	16 hours	\$ 1,600.00

j. Task 10– Post Design Services	20 hours	<u>\$ 2,300.00</u>
	<i>Total Estimated Fee</i>	\$38,148.50

Engineer VISA Payment Procedures

1. A ghost account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expense. The account will also have limits as per the MCC code. Reasonable total invoice amounts will also be established. The ghost account will be entered with the proper expense codes. The Engineer will be provided this ghost account number to process payments.
2. A purchase order will be issued to the Engineer for this project.
3. The Engineer will send the Project Manager by the 10th of each month a detail invoice listing employee title, hours of work, hourly rate and related tasks that were completed by the end of the previous month. A copy of the up to date as-built drawings and revised project schedule shall accompany each pay invoice.
4. The Project Manager will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The Project Manager will sign documents that state the payment is correct and payment by the City is authorized. This is the invoice that will authorize the City to pay the bank provider-BOA. The Project Manager will breakout the pay items and assign to purchase order subsections as part of the process.
5. The Project Manager will email the approved invoice 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 receipt of approval from Project Manager. Under no circumstances will the account be used between the 1st and 5th of the month.
7. The Project Manager will have the signed invoice and documents to the Contract Specialist and P-Card Administrator no later than the 20th of each month.
8. The Project Manager will mark any invoice that should not be paid and provide explanation to Engineer promptly.
9. The Office of Management and Budget will balance statement and issue all dispute items.
10. The Office of Management and Budget will produce summary sheet and send all documentation to Finance for payment.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include but not be limited to field notes, data collector downloads, sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other

related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

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 #20120041. The Certificate of Insurance and Policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Engineer shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Engineer shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Engineer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.

It shall be the responsibility of the Engineer to insure that all subconsultants comply with the same insurance requirements referenced above.

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

The Engineer may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability Policy is written on "Non-Follow Form," the City shall be endorsed as an "Additional Insured".

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Engineer nor any subconsultant, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VIII COMPLIANCE WITH LAWS

The Engineer shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all licensing required for the performance of his work. All materials furnished and work done is to comply with all local, state and federal laws and regulations.

SECTION IX ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order or work authorization issued relative to this Contract, and those contained in this Contract and the RFP herein referenced, the terms of this Contract and RFP herein referenced shall apply.

SECTION X LICENSING

Engineer warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Engineer warrants that his license and certificates are current and will be maintained throughout the duration of the contract.

**SECTION XI
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. All plans and construction must be ADA compliant. The safety provisions of all applicable laws and building and construction codes shall be observed. The selected Proposer will submit all proposals in compliance with the 28 C.F.R. § 35.151. Where ADA and Florida Building Codes do not agree the most stringent applies or ADA supersedes.

**SECTION XII
ASSIGNMENT**

Engineer shall not delegate or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XIII
TERMINATION**

If the Engineer refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Engineer, may terminate Engineer's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Engineer and his sureties shall be liable, jointly and severally to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Engineer thirty (30) days notice in writing. Upon receipt of notice, the Engineer shall discontinue all services in connection with the performance of this Contract and cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder. In the event of termination, the Engineer will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder.

**SECTION XIV
LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

**SECTION XV
APPROPRIATION APPROVAL**

The Engineer acknowledges that the City of Port St Lucie's performance and obligation to pay under this contract is contingent upon an annual appropriation by the City Council. The

Engineer agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

**SECTION XVI
RENEWAL OPTION**

Not Applicable

**SECTION XVII
ENTIRE AGREEMENT**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this contract or contract documents.

**SECTION XVIII
TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Section 287.055, Florida Statutes, the Engineer agrees to execute a truth-in-negotiations certificate and agrees that the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

**SECTION XIV
CONFLICT OF INTEREST**

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

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TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant _____ who being first duly sworn, deposes and says:

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

2. That the undersigned firm is a corporation which engages in furnishing professional architect and engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as #20120041 Design and Permitting of Mariposa Avenue Sidewalk.

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

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

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

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm

By: President

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

WITNESS my hand and official seal in the State of County last aforesaid this _____ day of _____, 2012.

(SEAL)

Signature

Notary Name (typed or printed)

Title or Rank

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

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____
Authorized Representative of .)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

(s/he)

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

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____
(seal)

Neg ATTENDANCE
RFP #20120041
Design & Permit Mariposa Sidewalk
May 31, 2012 @ 2:00:00 PM

	Name (Please PRINT Legibly)	Company Name Or Entity
1	Cheryl Shanaberger	City of PSL-OMB
2	Cecilia Majewski	City of PSL-ENGINEERING
3	Roxanne Chesser	" "
4	Howard Ehsam	Creech Engineers
5	JERRY COMPTON	CREECH ENGINEERS
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