

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 71
DATE 7/23/12

Meeting Date: July 23, 2012

Public Hearing Ordinance Resolution Motion

Item: #20120054 Geotechnical Services for the sidewalk on Marion Ave.

Recommended Action:

- 1) Approve a Time and Expense contract with the #1 firm Andersen Andre Consulting Engineers, Inc., for and estimated expense of \$12,996.00 which does not include the \$10.00 for indemnification for the geotechnical services needed for the sidewalk project on Marion Ave. from Bayshore Blvd. to Curtis Street. The contract time is 150 calendar days.

Exhibits: Department memo attached yes

Copies of the contract, reviews and proposal

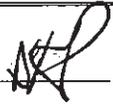
Summary Explanation/Background Information: Negotiations were conducted on June 28, 2012 at 8:30 A.M.

Purchase is not a replacement

Purchase is budgeted.

Department requests expenditure from the following:

Fund	304	R & B CIP
Cost Center	4105	Road & Street
Object Code	563005	Professional Services
Project	Y1120	Marion sidewalk

Director of OMB concurs with award:  _____
_____ minutes to make a presentation.

City Manager concurs with award: Department requests

Submitted by:

Patricia Roebeling

City Engineer

Date Submitted July 15, 2012

RECEIVED

JUN 17 2012

City Manager's Office



CITY OF PORT ST. LUCIE

Engineering Department

Accredited Agency – American Public Works Association

MEMORANDUM

TO: Cheryl Shanaberger – Deputy Director of OMB

THRU: Patricia Roebing, P.E., City Engineer 

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

DATE: July 17, 2012

RE: Geotechnical Service for the construction of the Marion Avenue Sidewalk
From Bayshore Boulevard to Curtis Street Contract No 20120054

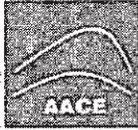
The Engineering Department participated in the negotiation of the contract with Andersen Andre Consulting Engineers, Inc. (AACE) for the Marion Avenue Sidewalk Project. Based upon these negotiations, we believe that the scope of work, contract price and contract time provided by AACE, Inc. in their proposed contract are consistent with the needs of the project and City. For this reason, the Engineering Department is recommending that the proposed contract be reviewed and considered by City Council.

The negotiated contract presents a scope of work that will provide the City with the geotechnical and testing services for 1-mile of 5-foot wide sidewalk. The contract price of \$12,996.00 is within the budgeted amount for the work and will be completed within 150 days from the notice to proceed. The funding source for this work is 304-4105-563005.

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

c: Jesus Merejo - Utility Systems Director
Jim Angstadt, P.E. - Acting Assistant City Engineer
Sue Walsh – Manager, Operations.
Edie Majewski - Project Coordinator

S:\projects\Sidewalks\LAP Sidewalks\425714-1 Marion Ave - Bayshore to Curtis\Memo to OMB AACE Geotech Contract.doc



ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

AACE Proposal No. P12-151

June 27, 2012

Revised June 28, 2012

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard, Bldg. 'B'
Port St. Lucie, Florida 34984-5099

Attention: Ms. Edith Majewski
Project Coordinator

**PROPOSAL FOR CONSTRUCTION MATERIALS TESTING SERVICES
MARION AVENUE SIDEWALK
PORT ST. LUCIE, FLORIDA**

Dear Ms. Majewski:

As requested, Andersen Andre Consulting Engineers, Inc. (AACE) is pleased to present this proposal for construction materials testing services for the City of Port St. Lucie Marion Avenue sidewalk project.

Based on our review of the Contract Plans prepared by Culpepper & Terpening, Inc. (dated December 21, 2011), we understand that Construction Materials Testing (CMT) services will be required during the construction of approximately one mile of sidewalk. Additionally, the project entails the installation of approximately 1,500 lf of storm drain pipe and several inlets/structures. Additional project elements include the construction of minor headwalls, mitered-end sections and driveway repairs.

In-place soil density testing, laboratory testing of soil and compressive strength testing of concrete will be required for this project.

Based on our prior experience with projects similar to this one, we estimate the cost of the services will be approximately **\$12,996.00**. The attached summary presents an estimate of the number of 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. We note that the unit rates listed herein were obtained from the existing continuing service contract between the City of Port St. Lucie and Andersen Andre Consulting Engineers, Inc. (City Contract No. 20070116). Contractor efficiency, methodology and changes in testing frequencies may affect the testing cost. We will notify you in advance if it appears that the cost estimate will be exceeded.

To authorize us to proceed with this project, please execute and return to us a copy of the attached Professional Services Agreement form or a Purchase Order number. 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

DPA/PGA:pa



TASK 1: Man-Hour Estimate

AACE Senior Field Technician:

Due to the clayey soils reported during design, we have assumed that an AACE representative will be required on-site periodically during pipe and structure installations to facilitate construction and for backfill testing.

- ▶ 20 hours x \$55.00/hour \$1,100.00

AACE Senior Project Engineer (for occasional progress meetings, report review, etc.):

- ▶ 8 hours x \$110.00/hour \$880.00

AACE Technical Secretary:

- ▶ 6 hours x \$48.00/hour \$288.00

Man-Hour Subtotal: \$2,268.00

TASK 2: Testing

▶ Sidewalk Density Testing:

- 75 in-place density tests @ \$23.00/test \$1,725.00
- 15 sets of concrete for compressive strength testing @ \$85.00/test \$1,275.00
- 4 Proctor Tests @ \$85.00/test \$340.00

Sidewalk Testing Subtotal: \$3,340.00

▶ Storm Drain Density Testing:

- Structures: 65 in-place density tests @ \$23.00/test \$1,495.00
- Piping: 125 in-place density tests @ \$23.00/test \$2,875.00
- Driveway Repairs: 18 repairs x 2 tests/repair @ \$23.00/test \$828.00
- 10 sets of concrete for compressive strength testing @ \$85.00/test \$850.00
- Atterberg Limits Testing (for clayey soils); 8 tests @ \$90.00/test \$720.00
- Percent Fines Testing (for clayey soils); 8 tests @ \$35.00/test \$280.00
- 4 Proctor Tests @ \$85.00/test \$340.00

Stormdrain Testing Subtotal: \$7,388.00

Note: Limerock Bearing Ratio (LBR) testing of driveway subgrade was shown on the project plans (Driveway Restoration Detail). However, since such testing is seldom performed on City of Port St. Lucie driveway repairs and since we are unaware of an FDOT requirement for such testing, we have omitted this from the testing budget. If such testing is later deemed necessary, the LBR tests can be performed as needed for a cost of \$295.00/test.

PROJECT TOTAL: \$12,996.00

**CITY OF PORT SAINT LUCIE
CONTRACT #20120054**

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 Andersen Andre Consulting Engineers, Inc., (AACE) a Florida Corporation, address of 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 pursuant to E-bid #20120054 including all Addenda, is for the Geotechnical Services for the sidewalk on Marion Avenue from Bayshore Blvd. to Curtis Street. 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: Andersen Andre Consulting Engineers, Inc.,
David P. Andre, P.E.
573 SW Biltmore Street
Port St. Lucie, Florida, 34983
Telephone No. 772 807 9191
Fax No. 772 807 9192
E-mail: dandre@aceinc.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: Engineering Department
 Att: Roxanne M. Chesser, P.E.
 City of Port St. Lucie
 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 Service

The Engineer shall provide geotechnical and testing services, for the Marion Avenue Sidewalk Project. The project is the installation of approximately one (1) mile of five (5) foot wide concrete sidewalk on the south side of Marion Avenue from Bayshore Boulevard east to Curtis Street as shown and described in the Contract Documents. The project includes, but is not limited to, earthwork, clearing and grubbing, drainage modifications, swale relocation, driveway culvert replacement, replacement of driveways, utility relocations, and all work and materials needed to provide a complete project as shown and described in the contract documents.

The geotechnical testing will be for one (1) mile of five (5) foot wide concrete sidewalk being constructed on the south side of Marion Avenue from Bayshore Boulevard east to Curtis Street. The testing will include approximately:

- 75 Density Tests
- 15 Concrete Tests
- 4 Proctor Tests.

SECTION II TIME OF PERFORMANCE

Contract period shall commence _____, 2012, and terminate , 2012, _____, calendar days. In the event all work required in the proposal specifications has not been completed by the specified date, the Engineer agrees to provide work as authorized by the Contract Supervisor, at no additional cost to the City, until all work specified in the proposal specifications has been rendered.

SECTION III COMPENSATION

This is a Time and Expense Contract. The total amount to be paid by the City to the Engineer is estimated at \$12,966.00. The amount paid by the City is based on actual time spent on this project and number and type of test required. All Lump Sum Amounts are Not to Exceed amounts. The City will not pay for out-of-pocket expenses (Office & Utilities), subconsultant fees or any reimbursable expense. Total is a *Not to Exceed* amount that will be paid at actual time and expense.

TASK 1: Man-Hour Estimate

A Senior Field Technician:

The Engineer will be required onsite periodically during pipe and structure installations to facilitate construction and for backfill testing.

20 hours x \$55.00/hour \$1,100.00

A Senior Project Engineer (for occasional progress meetings, report review, etc.):

8 hours x \$110.00/hour \$880.00

A Technical Secretary: 6 hours x \$48.00/hour \$288.00

Man-Hour Subtotal: \$2,268.00

TASK 2: Testing

Sidewalk Density Testing:

75 in-place density tests @ \$23.00/test \$1,725.00

15 sets of concrete for compressive strength testing @ \$85.00/test \$1,275.00

4 Proctor Tests @ \$85.00/test \$340.00

Sidewalk Testing Subtotal: \$3,340.00

Storm Drain Density Testing:

Structures: 65 in-place density tests @ \$23.00/test \$1,495.00

Piping: 125 in-place density tests @ \$23.00/test \$2,875.00

Driveway Repairs: 18 repairs x 2 tests/repair @ \$23.00/test \$828.00

10 sets of concrete for compressive strength testing @ \$85.00/test \$850.00

Atterberg Limits Testing (for clayey soils); 8 tests @ \$90.00/test \$720.00

Percent Fines Testing (for clayey soils); 8 tests @ \$35.00/test \$280.00

4 Proctor Tests @ \$85.00/test \$340.00

Stormdrain Testing Subtotal: \$7,388.00

Note: Limerock Bearing Ratio (LBR) testing of driveway subgrade was shown on the project plans (Driveway Restoration Detail). However, since such testing is seldom performed on City of Port St. Lucie driveway repairs and since we are unaware of an FDOT requirement for such testing, we have omitted this from the testing budget. If such testing is later deemed necessary, the LBR tests can be performed as needed for a cost of \$295.00/test.

PROJECT TOTAL: \$12,996.00

**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 #20120054. 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 conflict the most stringent applies.

**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 contractor thirty (30) days notice in writing. Upon delivery of said notice, the contractor shall discontinue all services in connection with the performance of this contract and cancel all related existing third party contracts

**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 #20120054, GEO & Testing for Marion Avenue Sidewalk Project.

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 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.

(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 #20120054
Geo Sidewalk Marion
June 28, 2012 @ 8:30:00 AM

	Name (Please PRINT Legibly)	Company Name Or Entity
1	Cheryl Shanaberger	City of PSL-OMB
2	<i>Cedric majewski</i>	<i>City of PSL- ENGINEERING</i>
3	<i>Roxanne Chasser</i>	<i>" " " "</i>
4	<i>David Andre</i>	<i>AACE</i>
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City of Port St. Lucie, Florida
PARTICIPATION AGREEMENT
Request for Proposal #20120054
Evaluation Committee Members / Participants

I, John Dunton, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to Geotechnical & Testing Services for the Marion Sidewalk project during the evaluation process and before contract award.

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

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

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

Initials <u>J/D</u>	Release or Distribution of Information and/or Material
---------------------	---

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

Initials <i>JV</i>	Non-Collusion
--------------------	----------------------

I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

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

Signature: *J. Dunton*
Printed: John Dunton
Date: 6/11/12

City of Port St. Lucie, Florida
PARTICIPATION AGREEMENT
Request for Proposal #20120054
Evaluation Committee Members / Participants

I, Brad Macek, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to Geotechnical & Testing Services for the Marion Sidewalk project during the evaluation process and before contract award.

Initials BM

Applicability of the Florida Sunshine Law

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

Initials BM

Restricted Communications / Cone of Silence

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

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

Initials BM

Release or Distribution of Information and/or Material

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

Initials

Bm

Non-Collusion

I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

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

Signature:

Brad Macek

Printed:

Brad Macek

Date:

6-11-12

Respondent:

Dunkelberger

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience (2 & 3)	6	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:			
B. Soil Experience in this area (4)	6	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:			
C. Soil Challenges (5)	6	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments:			
D. Accepts P-Card	1	0 <u>1</u> 5	0 5
Comments:			
E. Emergency Response Time (7)	1	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments <p style="text-align: center;"><i>They are all virtually the same.</i></p>			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel. The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: *John Dunton*
 (please print)

Dept.: *Engineering*

Signature: *[Signature]*

Date: *6/11/12*

Respondent: Anderson Andre Consulting Services

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience (2 & 3)	6	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:			
B. Soil Experience in this area (4)	6	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:			
C. Soil Challenges (5)	6	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments:			
D. Accepts P-Card	1	<u>0</u> 1 5	0 5
Comments:			
E. Emergency Response Time (7)	1	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments			
<u>They are all virtually the same</u>			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel. The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: John Dutton Dept.: Engineering
 Signature: [Signature] (please print) Date: 6/11/12

Respondent:

Nutting ENGINEERING

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience (2 & 3)	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
B. Soil Experience in this area (4)	6	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			
C. Soil Challenges (5)	6	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
D. Accepts P-Card	1	0 (5)	0 5
Comments:			
E. Emergency Response Time (7)	1	0 1 2 3 (5)	0 1 2 3 4 5
Comments			
They are all virtually the same			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel. The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: John Dunton Dept.: ENGINEERING
 (please print)
 Signature: [Signature] Date: 6/11/12

Respondent: Anderson Andre Consulting Engineers, Inc. (AACE)

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience (2 & 3)	6	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:			
B. Soil Experience in this area (4)	6	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:			
C. Soil Challenges (5)	6	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:			
D. Accepts P-Card	<u>1</u>	<u>0-5</u>	<u>0-5</u>
Comments:			
E. Emergency Response Time (7)	1	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Brad Macck Dept.: Utility
 Signature: [Signature] (please print) Date: 6-11-12

Respondent: Dunkelberger Engineering & Testing, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience (2 & 3)	6	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			
B. Soil Experience in this area (4)	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
C. Soil Challenges (5)	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
D. Accepts P-Card	1	0 1 5	0 5
Comments:			
E. Emergency Response Time (7)	1	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: David Macek Dept.: Utility

Signature: [Signature] (please print) Date: 6-11-12

Respondent: Nutting Engineers of Florida, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience (2 & 3)	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
B. Soil Experience in this area (4)	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
C. Soil Challenges (5)	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
D. Accepts P-Card	1	0 5	0 5
Comments:			
E. Emergency Response Time (7)	1	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Brian Mueck Dept.: Utility

Signature: [Signature] (please print) Date: 6-11-12