



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 66-2016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE RENEWAL OF RFP NO. 2014-146 PROFESSIONAL CIVIL ENGINEERING SERVICES WITH THE FOLLOWING FIRMS: AECOM TECHNICAL SERVICES, INC., BOWMAN CONSULTING GROUP, LTD., CAPTEC ENGINEERING, INC., C. CALVERT MONTGOMERY & ASSOCIATES, INC., HOLTZ CONSULTING ENGINEERS, INC., CULPEPPER & TERPENING, INC., ENGINEERING DESIGN AND CONSTRUCTION, INC., AND KIMLEY-HORN AND ASSOCIATES, INC., FOR THE SECOND AND FINAL OF TWO RENEWAL PERIODS THROUGH JULY 27, 2017, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the Renewal of Agreement REI # 2014-146: Professional Engineering Services for the 2nd and final renewal period of two (2) possible one-year renewal options, effective July 28, 2016 Through July 27, 2017.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 66-2016

Approve Renewal of REI No. 2014-146: Professional Civil Engineering Services

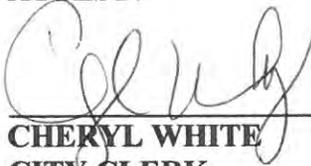
ADOPTED this 25th day of July 2016.

Commissioner CAMPENNI offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner GLASS LEIGHTON and upon being put to a roll call vote, the vote was as follows:

JEFFREY KRAUSKOPF, MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS-LEIGHTON, COMMISSIONER
TROY MCDONALD, COMMISSIONER
TOM CAMPENNI, COMMISSIONER

YES	NO	ABSENT
X		
X		
X		
X		
X		

ATTEST:



CHERYL WHITE
CITY CLERK



JEFFREY KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL J. MORTELE
CITY ATTORNEY





City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

Alaina Knofla
Procurement Specialist
aknofla@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-1202
www.cityofstuart.us

July 5, 2016

Via Email Transmission: ccma_inc@bellsouth.net

Mr. C. Calvert Montgomery, President
C. Calvert Montgomery & Associates, Inc.
959 South Federal Highway
Stuart, Florida 34994

Subject: Renewal for REI #2014-146, Professional Civil Engineering Services

Dear Mr. Montgomery,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Professional Civil Engineering Services, for the period beginning July 28, 2016 and ending on July 27, 2017, which represents the second year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract. In addition, the City of Stuart requires a valid Certificate of Insurance on file at all times for Liability, Property Damage, and Automobile Liability, and Worker's Compensation as outlined in the agreement.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., July 8, 2016**. You may fax your response to (772) 600-1202 or send by email to purchasing@ci.stuart.fl.us.

Thank you for your cooperation and attention to this matter. Please contact me at (772) 288-5320, should you have any questions.

Best Regards,

Alaina Knofla
Procurement Specialist

cc: REI #2014-146 File

I hereby agree to the contract renewal as specified of the subject Agreement

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

07/05/2016

Date

C. Calvert Montgomery

Printed Name

President

Title



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 63-2015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE RENEWAL OF REI NO. 2014-146: PROFESSIONAL CIVIL ENGINEERING SERVICES WITH THE FOLLOWING FIRMS: AECOM TECHNICAL SERVICES, INC., BOWMAN CONSULTING GROUP, LTD., CAPTEC ENGINEERING, INC., C. CALVERT MONTGOMERY & ASSOCIATES, INC., AND HOLTZ CONSULTING ENGINEERS, INC., ALL OF STUART, FLORIDA; CULPEPPER & TERPENING, INC., AND ENGINEERING DESIGN AND CONSTRUCTION, INC., BOTH OF FORT PIERCE, FLORIDA; AND KIMLEY-HORN AND ASSOCIATES, INC., OF VERO BEACH, FLORIDA, FOR THE FIRST OF TWO RENEWAL PERIODS THROUGH JULY 27, 2016, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the first of two renewal periods of REI No. 2014-146, Professional Civil Engineering Services to AECOM Technical Services, Bowman Consulting Group, LTD, Captec Engineering, Inc., C. Calvert Montgomery & Associates, Inc., Culpepper & Terpening, Inc., Engineering Design and Construction, Inc., Holtz Consulting Engineers, Inc., and Kimley-Horn And Associates, Inc.; for the period July 28, 2015 through July 27, 2016.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 63-2015
Approve Renewal of REI #2014-146, Professional Civil Engineering Services

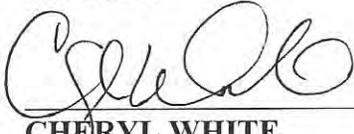
Commissioner CAMPENNI offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MCDONALD and upon being put to a roll call vote, the vote was as follows:

ADOPTED this 13th day of July 2015.

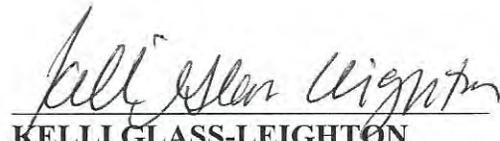
KELLI GLASS-LEIGHTON, MAYOR
JEFFREY KRAUSKOPF, VICE MAYOR
TOM CAMPENNI, COMMISSIONER
TROY MCDONALD, COMMISSIONER
EULA R. CLARKE, COMMISSIONER

YES	NO	ABSENT
X		
X		
X		
X		
X		

ATTEST:

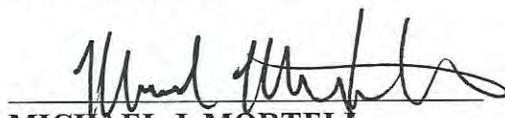


CHERYL WHITE
CITY CLERK



KELLI GLASS-LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL J. MORTELL
CITY ATTORNEY





City of Stuart

300 SW St. Lucie Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

June 1, 2015

Via Email Transmission: ccma_inc@bellsouth.net

C. Calvert Montgomery, President
C. Calvert Montgomery & Associates, Inc.
959 South Federal Highway
Stuart, Florida 34994

Subject: Renewal for REI #2014-146, Professional Civil Engineering Services

Dear Mr. Montgomery,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Professional Civil Engineering Services, for the period beginning July 28, 2015 and ending on July 27, 2016, which represents the first year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract. In addition, the City of Stuart requires a valid Certificate of Insurance on file at all times for Liability, Property Damage, and Automobile Liability, and Worker's Compensation as outlined in the agreement.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., June 12, 2015**. You may fax your response to (772) 600-0134 or send by email to purchasing@ci.stuart.fl.us.

Thank you for your cooperation and attention to this matter. Please contact me at (772) 288-5308, should you have any questions.

Best Regards,

Lenora Darden, CPPB
Procurement Manager

cc: 2014-146 File

I hereby agree to the contract renewal as specified of the subject Agreement

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

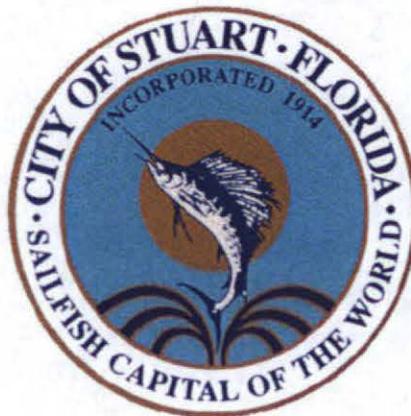
Printed Name

Date

Title

2

1



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 65-2014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AWARDED REI #2014-146 FOR PROFESSIONAL ENGINEERING SERVICES TO ENGINEERING DESIGN & CONSTRUCTION, FT. PIERCE, FL; KIMLEY HORN, VERO BEACH, FL; **C. CALVERT MONTGOMERY & ASSOCIATES, STUART, FL;** CULPEPPER & TERPENING, STUART, FL; AECOM, STUART, FL; CAPTEC ENGINEERING, STUART, FL; HOLTZ CONSULTING ENGINEERS, STUART, FL; AND BOWMAN CONSULTING, STUART, FL; AND AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS SUBSEQUENT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby awards RFP #2014-146, Term Agreement for Professional Engineering Services to the following firms:

Res. 65-2014
Engineering Services Continuing Contracts

1. Engineering Design & Construction, Ft. Pierce, FL;
2. Kimley Horn, Vero Beach, FL;
3. **C. Calvert Montgomery & Associates, Stuart, FL;**
4. Culpepper & Terpening, Stuart, FL;
5. AECOM, Stuart, FL;
6. CAPTEC Engineering, Stuart, FL;
7. Holtz Consulting Engineers, Stuart, FL; and
8. Bowman Consulting, Stuart, FL;

And, authorizing and directing the Mayor and City Clerk to execute the contract subsequent to review and approval by the City Attorney. Copies of the contracts are on file in the Office of the City Clerk.

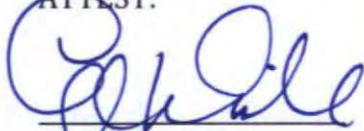
SECTION 2: This resolution shall take effect upon adoption.

Commissioner KRAUKSOPF offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CHRISTIE and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
TROY A. Mc DONALD, MAYOR	X			
KELLI GLASS LEIGHTON, VICE-MAYOR	X			
EULA CLARKE, COMMISSIONER	X			
JEFFREY A. KRAUSKOPF, COMMISSIONER	X			
JAMES A. CHRISTIE, Jr, COMMISSIONER	X			

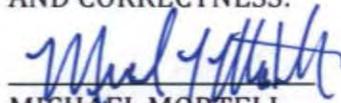
ADOPTED this 28rd day of JULY, 2014.

ATTEST:


CHERYL WHITE
CITY CLERK


TROY A. Mc DONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL MORTELL
CITY ATTORNEY



- 1. Original Contracts and Bids are filed under Engineering.**
- 2. There are eight proposers on this bid: AECOM; Bowman Consulting; Captec; C. Calvert Montgomery; Culpepper & Terpening; Eng. Design & Construction; Holtz Consulting Eng. and Kimley Horn.**



**AGREEMENT FOR CIVIL ENGINEERING SERVICES
BETWEEN
CITY OF STUART AND PROFESSIONAL**

PROJECT: Term Contract for Professional Engineering Services

CONSULTANT: C. Calvert Montgomery & Associates, Inc.
959 South Federal Highway
Stuart, Fl 34994

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, hereinafter "Agreement," made and entered into the 12th day of August, 2014 by and between C. Calvert Montgomery & Associates, Stuart, Fl, hereinafter referred to as "Professional" and the City of Stuart, Florida, a municipal corporation, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

City intends to enter into a contract with Professional for provision of Civil Engineering services by the Professional and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Professional shall provide professional Civil Engineering services in all phases of any project for which a WORK AUTHORIZATION has been issued by the City pursuant to this Agreement as hereinafter provided. These services will include serving as City's professional consulting representative for the Project, providing professional consulting consultation and advice and furnishing customary Civil Engineering services and customary services incidental thereto as described in the Work Authorization. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Authorization.

Section 1. Scope of Service

Professional shall work with the City Public Works Director, City Attorney, City Manager, or other City staff in advising the City and the City Commission regarding Civil Engineering services. The services will be those customarily attendant to Civil Engineering services including, but not limited to the following:

- A. Preparation of roadway location or alignment studies
- B. Preparation of roadway design
- C. Preparation of land acquisition documents

- D. Preparation of a hydrologic & hydraulic studies
- E. Preparation of storm drainage system design
- F. Preparation of new or retrofit storm water management design
- G. Preparation of floodplain studies
- H. Preparation and procurement of requisite environmental permits
- I. Performance of traffic counts
- J. Preparation of traffic studies and analysis
- K. Preparation of maintenance of traffic design
- L. Preparation of structural studies and design for bridges, culverts and retaining walls
- M. Preparation of construction documents
- N. Preparation of cost estimates
- O. Preparation of Construction Plans for Waterfront and Marine Facilities (docks, seawalls, river walks, upland support facilities)
- P. Presentation to the Commission, staff, and the public of reports, plans, and exhibits
- Q. Preparation of as-built plans
- R. Review of plans, specifications and estimates developed by others
- S. Other customary Professional Civil Engineering Services

III. AGREEMENT PROVISIONS

Section 1. Period of Service

1.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both City and Professional. Term of this agreement shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual agreement of the parties. At the option of the City, and upon the agreement of the Professional, this Contract may be converted to or replaced at any time with a "Continuing Services Contract" as that term is used in Section 287.055, et seq, Florida Statutes (CCNA).

1.2 Work Authorization

Each "Work Authorization" shall specify the Period of Service agreed to by the City and the Professional for services to be rendered under said "Work Authorization".

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Professional for services under each Work Authorization. The fee due to the Professional shall be set forth in each Work Authorization and shall be in accordance with Professional's personnel hourly rate schedule formalized in "Exhibit C" to this Agreement. Professional's personnel hourly rate schedule may be updated annually prior to each optional renewal period.

2.2 Invoices

Professional shall submit monthly invoices to the City no later than the last day of the month for work accomplished under this Contract. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Project, date worked and all ancillary expenses incurred and by whom.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

Section 3. Reimbursable Expenses

Professional shall be reimbursed only for approved out pocket expenses directly chargeable to the Project, at actual cost incurred. Reimbursable expenses will include travel, lodging and meals when traveling at the City's request and on the City's behalf. These expenses shall conform to rates and allowances set forth in Florida State Statute, Sec 112.061, regarding per diem and traveling expenses. Identifiable communication expenses, reproduction costs, and special accounting expenses not applicable to general overhead shall be reimbursed at actual cost.

Section 4. Additional Services

4.1 Requests for Additional Services

The undertaking by the Professional to perform professional services defined within this Contract extends only to those services specifically described herein. If upon the request of the City, the Professional agrees to perform additional services hereunder, the City shall pay the Professional for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with Professional's current personnel fee schedule, plus reimbursable expenses so incurred by the Professional; unless a lump sum addendum to this Contract is executed by the parties to this Contract which addresses the additional services.

4.2 Changes in Scope/Conditions

Additional Services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to the Professional, or a change in the scope of concept of the Project initiated by the City, or services that are required by changes in the requirements of public agencies, after work under this Contract has commenced.

Section 5. Use of Documents

5.1 Ownership of Original Documents

All deliverable analyses, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the Professional's services or have been created

during the course of the Professional's performance under this Contract shall become the property of and shall be delivered to the City after final payment is made to the Professional.

Section 6. Termination

6.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Professional shall be paid for all services rendered to the date of termination including all reimbursable expenses.

Section 7. CITY's Obligations

7.1 Data to be Furnished

The CITY shall provide Professional with all data, studies, surveys, plats and all other pertinent information concerning the Project in the possession of the CITY upon request.

7.2 Designated Representative

The Designated Representative of the City to act with authority on the City's behalf with respect to all aspects of the Project shall be identified in each Project Authorization.

Section 8. Persons Bound by Agreement

8.1 Parties to the Agreement

The persons bound by this Contract are the Professional and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

8.2 Assignment of Interest in Agreement

This Contract and any interest associated with this Contract may not be assigned, sublet or transferred by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Professional from employing such independent Professionals, associates and subcontractors as Professional may deem appropriate to assist in the performance of the services hereunder.

8.3 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Professional and the City.

Section 9. Indemnification of City

Professional shall to the fullest extent allowed by law, defend, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Professional in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Professional.

Professional shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 10. Insurance.

10.1. Workers' Compensation

The Professional shall procure and maintain, during the life of this Contract, Worker's Compensation insurance as required by Florida Statutes, Chapter 440 for all of employees of the Professional engaged in work on the Project under this Contract.

10.2 Insurance Policy Limits

Professional shall procure and maintain insurance policies with at least the following coverage and amounts, during the life of this contract:

10.2.1 **General Liability Insurance.** In a combined single limit of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.

10.2.2 **Automobile Liability Insurance.** In a combined single limit of \$250,000.00 each occurrence.

10.2.3 **Professional Liability or Errors and Omissions Insurance.** In a combined single limit of \$1,000,000.00 aggregate.

10.3 Insurance Cancellation

The Professional shall furnish to the City Certificates of Insurance allowing the same notification period as granted to the insured for any change, cancellation, or non-renewal. If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

10.4 City to be Named Additional Insured

The plans and specifications and other contract documents to be prepared by Professional pursuant to this Contract shall require the insurance of liability of the person, firm or corporation which would, as contractor, perform the work described in such plans and specifications. The amounts of insurance shall be

determined by the City. The City shall be named as "additional insured" with regard to the coverage of such policies of insurance.

10.5 Status of Claim.

The Professional shall be responsible for keeping the City currently advised as to the status of any claims made for damages against the Professional resulting from services performed under this Contract. The Professional shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

City Manager, City of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994
FAX: (772) 288-5316

Section 11. Professional Standards

11.1 Other Agreements

THIS SECTION NOT USED.

11.2 Approvals Not Guaranteed

All work performed by Professional will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations. However, Professional does not warrant or represent that any governmental approval will be obtained, only that the Professional will exercise its best efforts to obtain all such approvals contemplated under this Contract.

11.3 Governmental Regulations

Professional shall assure that work performed under each Project Authorization shall be in accordance with all applicable governmental regulations.

Section 12. Opinions of Cost

Since the Professional has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified Professional, familiar with the current market. The Professional cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If at any time the City wishes greater assurance as to the amount of any cost, the City shall employ an independent cost estimator to make such determination. Consulting services required to bring cost within any limitation established by the City will be paid for as additional services hereunder by the City.

Section 13. General Conditions

13.1 Venue in Martin County

Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

13.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

13.3 Attorney's Fees and Costs

In the event the Professional defaults in the performance of any of the terms, covenants and conditions of this Contract, the Professional agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

13.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

13.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the CITY or the CITY's representative identified herein shall be binding or enforceable against the CITY.

Section 14. Exhibits

The following Exhibits are attached to and made a part of this Contract:

“**Exhibit A**” - "Proposal as Submitted by Professional and Accepted by City"

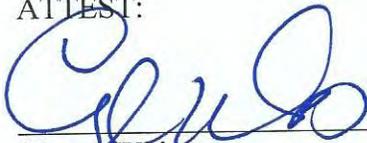
“**Exhibit B**” - “Original Request for Proposal as Issued by City, including all Addenda”

“Exhibit C” - "Professional's Personnel Hourly Rate Schedule"

“Exhibit D” - "Insurance and Indemnification"

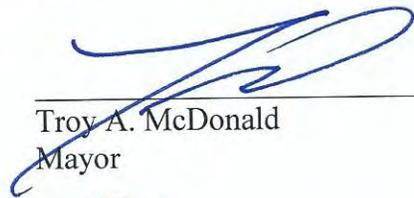
IN WITNESS WHEREOF, the CITY and the Professional have made and executed this Contract the day and year first above written.

ATTEST:



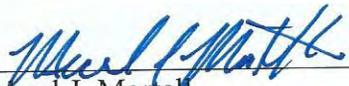
Cheryl White
City Clerk

CITY

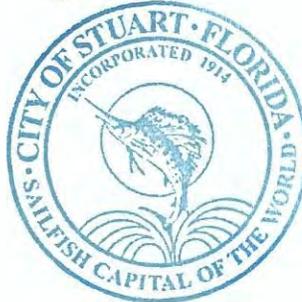


Troy A. McDonald
Mayor

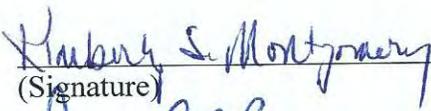
APPROVED AS TO FORM
AND CORRECTNESS



Michael J. Mortell
City Attorney



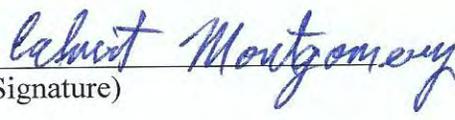
WITNESSES:



(Signature)


(Signature)

PROFESSIONAL



(Signature)
Calvert Montgomery - President

EXHIBIT A

**“PROPOSAL AS SUBMITTED BY PROFESSIONAL AND ACCEPTED BY THE CITY OF
STUART”**

C. CALVERT MONTGOMERY & ASSOCIATES, INC.

ENGINEERS

STUART, FLORIDA 34995

COPY

June 18, 2014

C. Calvert Montgomery, P.E.
Arthur Speedy, B.S. – R.L.S.
Fred Jette
Scott Montgomery, P.E.
David Brown, M.S.

City of Stuart
Purchasing Division
121 SW Flagler Avenue
Stuart, Florida 34994
Attn: Mr. Terry Iverson

**RE: Request for Expressions of Interest for Professional Services
REI #2014-146
Civil Engineering Services**

Dear Mr. Iverson:

We are pleased to provide this letter and accompanying attachments expressing our interest for consideration for a Continuing Services Contract for Civil Engineering.

Our Firm was established in Stuart, Florida in 1958 as Greenlees, Arbogast and Associates, Inc. with C. Calvert Montgomery as an original corporate officer from its inception. The name of the firm was subsequently changed to Greenlees, Montgomery & Associates, Inc. and later to C. Calvert Montgomery & Associates, Inc. in 1978. It's only office has remained in Stuart for almost 56 years, and is currently located at 959 S.E. Federal Highway.

C. Calvert Montgomery & Associates, Inc. is dedicated to providing high quality professional services to our Clients for the design, permitting, inspection and surveying aspects of their projects. We have personnel capable of providing the full range of civil, structural and surveying services that are associated with most civil engineering projects, and believe our company is set-up to provide high value services in an economical manner, which is essential for our Clients in the recent economic climate.

All our employees are Martin County residents and have been with C. Calvert Montgomery & Associates for most, if not all of their professional careers. Calvert Montgomery has been a professional in the Firm since it was formed in 1958. Arthur Speedy graduated from Martin County High School in 1966 and has been with the Firm for 44 years after receiving his Bachelor of Science degree in Aerospace Engineering. Fred Jette, also a 1966 Martin County High School graduate, has been with C. Calvert Montgomery & Associates for 38 years since returning from college. Scott Montgomery graduated from Martin County High School in 1978 and has been with the Firm since graduating from Auburn University 31 years ago, and David Brown has been with us for 21 years subsequent to gaining his Master's of Science in Biology/Coastal Zone Studies.

C. Calvert Montgomery & Associates, Inc. has provided services to the FDOT, City of Stuart, Martin County Board of County Commissioners, Martin County School District, and other county and city governments and private clients, for projects including highways and bridges, water and sanitary systems, residential and commercial developments, and major structural engineering projects.

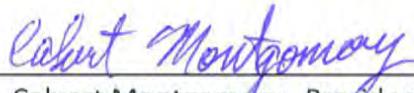
C. Calvert Montgomery & Associates, Inc. has accomplished the Civil Engineering Services for the original construction of all three public high schools in Martin County, and the majority of the middle and elementary schools.

With regard to our commitment to perform the work in a timely manner and within budgetary constraints and requirements, we have always given governmental entity projects the highest priority in our work scheduling. We arrive at our contract fee amounts based on careful examination of the projected time involved in the various aspects of the project, and propose a fee amount accordingly, whether or not it is a competitive selection process. We believe examination/review of our contract history for continuing services with Martin County or the Martin County School District would show that we provided required services within our original contract amounts.

C. Calvert Montgomery & Associates, Inc., if selected by the City of Stuart to accomplish civil engineering services, fully commits to performing those services within the time schedule and budget acceptable to the City.

We believe that our experience, our long standing relationship with local governmental agencies, and maintaining our same professional staff with the Firm for so many years will place us in a unique position to provide Civil Engineering Services for the City of Stuart, and we would welcome the opportunity to be of service.

Respectfully Submitted,



C. Calvert Montgomery - President
C. CALVERT MONTGOMERY & ASSOCIATES, INC.
959 South Federal Highway
Stuart, Florida 34994
(Tel: 772-287-3636)
(Email: ccma_inc@bellsouth.net)

Tab1: Task Approach

C. Calvert Montgomery & Associates, Inc. would anticipate that for most Civil Engineering projects a similar approach and format would be followed in order to:

- Optimize the productivity of the Consultant.
- Deliver the Client Bid and Contract Documents in a timely manner.
- Provide a Construction Phase service relationship between the Client and the Contractor which provides the Client, to the maximum extent possible, a product which is on time and within the budget.

The format is as follows.

- I. Determination of Scope of Services/Proposal preparation.
 - Initial meeting between the Engineer and the Client to review the project specifics, time constraints and budget if known.
 - If appropriate, involve any sub consultants in the initial meeting. If not, determine relevant sub consultants and contact with scope of services for input and proposal for services.
 - Prepare proposal for services for prime consultant and sub consultants as relevant.
- II. Design/Plan Production Phase
 - Establish a clear line of communication and responsibilities between the Client, prime consultant's project manager and sub consultants. Establish design, bid/award and construction schedules for the project.
 - Transmit and exchange documents and information electronically where feasible. Conduct regular meetings as needed to monitor design progress adherence to the design schedule and evaluation of budget. To adhere to the project schedule the consultant will assign additional personnel to the project as needed.
 - Provide 60%, 90% and 100% drawing phases along with probable construction cost estimates. It is customary for the consultant to have office personnel other the project manager perform a final check of the drawings prior to each submittal phase for quality control.
- III. Bid and Award Phase
 - Assist the Client by pre bid meeting attendance.
 - Prepare pre bid meeting minutes.
 - Provide response to Contractors questions and request for information.
 - Assist the Client with preparation of Addenda, if needed.
 - Assist the Client with evaluation of the bids and recommendation of award.

IV. Construction Phase

- Attend the preconstruction meeting.
- Review submittals, shop drawings and test reports.
- Provide directives and/or supplemental drawings to the Contractor as needed.
- Assist in preparation of Change Orders, if necessary.
- Perform construction phase observations as needed.
- Review pay applications.
- Prepare Record Drawings and review close out documents.

As outlined in following sections, the firm's location, organizational structure and size are beneficial to the Client and to the project in the following manner.

- We are centrally located in Stuart and the Client can expect prompt access to Staff at the City offices and to project sites within the City during construction.
- For all phases of a project City Staff will have direct access to a project manager with prompt response to phone or electronic communications.
- Our work is all produced in one office with the same personnel and is not distributed to satellite branches with more individuals involved in the process.
- We believe that this size and location element enables our firm to provide timely quality control and produce a cost effective product.

Tab 2: Past Performance in similar activities in Florida.

1. Project: Timer Powers Park water main extension - Indiantown, FL
Client: Martin County Engineering Dept.
2401 SE Monterey Road
Stuart, FL 34996
Mr. George Dzama 772.463.2837
Year Completed: Design - 2013 Construction - Start pending
Nature of work: Prepare Drawings and specifications for extending an existing watermain for a distance of 5,230 LF to serve the park.
Project Value: \$178,000.00
2. Project: Timer Powers Park Renovations - Indiantown, FL
Client: ARC 3 Architecture.
6671 13th Avenue North, Suite 1C
St. Petersburg, FL 33710
Mr. Eddie Mastelerz 727.381.5220
Year Completed: Design -2014 Construction - Start pending
Nature of work: Preparation of Drawings and specifications for miscellaneous sitework, swale relocation, storm drainage, pavement marking and signage.
Project Value: \$128,000.00
3. Project: Delaplane Preserve - Stuart, FL
Client: Martin County Engineering Dept.
2401 SE Monterey Road
Stuart, FL 34996
Mr. Michael Yustin 772.220.7114
Year Completed: Design - 2014 Construction - Start pending County approval
Nature of work: Preparation of Drawings and specifications for construction of passive park improvements including shell rock parking and trail, canoe/kayak launch, reconstruction of an existing dock and restoration of historical tidal flow to two ponds. Permitting included SFWMD and USACOE.
Project Value: \$207,000.00
4. Project: Verada Ditch Restoration - PSL, FL
Client: R.K. Contractors, Inc.
2860 S. Brocksmith Road
Ft. Pierce, FL 34945
Mr. Randy Bowers 772.462.0770
Year Completed: Design 2013 Construction 2014
Nature of work: Prepare plans and specifications for removal of damaged ditch armoring, construction of sheet pile wall and poured concrete cap, reinstallation of articulated concrete block mats.
Project Value: \$150,000.00

5. Project: Olympia Plaza - Hobe Sound, FL
Client: Steven Oldham
115 Juno Street
Jupiter, Florida 33458
Mr. Orin White 561.746.4504
Year Completed: Design 2011 Construction 2011
Nature of work: Preparation of Drawings and specifications for 5 acre commercial project sitework, paving, drainage, utility main extensions, US1 turn lane. Permitting including SFWMD, FDEP, FDOT, Martin County Growth Management
Project Value: \$600,000.00

6. Project: Blowing Rocks Preserve - Jupiter Island, FL
Client: The Nature Conservancy.
574 South Beach Road
Hobe Sound, FL 33455
Mr. Mike Renda 561.744-6688
Year Completed: Design - 2014 Construction - Bidding
Nature of work: Preparation of Drawings and specifications for reconstruction of ramps, decking and structural members, additional kiosk foundations, accessible parking upgrades.
Project Value: \$60,000.00

7. Project: Britt Creek Bridge Replacement - Stuart, FL
Client: Martin County Engineering Dept.
2401 SE Monterey Road
Stuart, FL 34996
Mr. Paul Bangs 772. 288.5927
Year Completed: Design 2013 Construction Start pending
Nature of work: Prepare plans for replacement of existing bridge, including Right of Way survey, bridge substructure and superstructure, maintenance of traffic. Permitting SFWMD and FDEP.
Project Value: \$900,000.00 Est.

8. Project: C & C RV Resort - Stuart, FL
Client: C & C RV Resort, LLC
400 SE Parrot Circle
Stuart, FL 34997
Mr. Charlie Greenlees 772.215.2828
Year Completed: Design 2012 Construction Start pending
Nature of work: Preparation of Drawings and specifications for a 54 space RV park sitework, paving and drainage, utilities. Permitting included SFWMD, FDEP,
Project Value: \$1,011,000.00

9. Project: Halpatiokee Park Drainage Improvements - Stuart, FL
Client: Martin County Engineering Dept.
2401 SE Monterey Road
Stuart, FL 34996
Mr. Kevin Landry 772.288.5927
Year Completed: Design 2012 Construction 2013
Nature of work: Preparation of Drawings and specifications to remove existing turf, fill, regrade and regrass 5 multipurpose fields, modify existing drainage & irrigation. Construction phase tasks included providing survey layout control and survey verification.
Project Value: \$800,000.00
10. Project: Indian Riverside Park Bridge, Jensen Beach, FL
Client: Martin County Engineering Dept.
2401 SE Monterey Road
Stuart, FL 34996
Mr. George Dzama 772.463.2837
Year Completed: Design 2007 Construction 2010
Nature of work: Preparation of Drawings and specifications for construction of a 40' single-span prestressed deck vehicular bridge with sidewalk.
Project Value: \$223,403.00

Tab 3: Familiarity

LOCAL WORK EXPERIENCE

As noted in the company profile data (Tab 4) the firm has been located only in the City of Stuart for 56 consecutive years. During that time civil engineering services have been provided for numerous clients including the City of Stuart, Martin County Board of County Commissioners, Martin County Utilities, and the Martin County School District.

We currently have Continuing Service Agreements with Martin County and the Martin County School District.

The firm also, on an as needed basis, provides plan review for the City of Stuart Development Department and enjoys an excellent working relationship with City Staff.

FIRM PERSONNEL

Three of our six staff attended Martin County Schools grades 1 thru 12.

All of our staff own homes and reside in Martin County, three of which are located within the City of Stuart.

The years our staff have been associated with the firm, full or part time.

Calvert Montgomery	56 years
Scott Montgomery	31 years
Arthur Speedy	44 years
David Brown	21 years
Fred Jette	38 years
Kim Montgomery	19 years

Firm personnel have a background of community service including membership in community service organizations and service on the boards of the Salvation Army and The Boys and Girls Clubs of Martin County.

Corporate and individual services have been donated by the firm to assist in development of athletic facilities at local school sites, sitework design for the Apollo School in Hobe Sound, ARC facility in Stuart, the Salvation Army Compassion House, Worship and Administrative Facility in Stuart, the Boys and Girls Club facility in Hobe Sound, and several other local places of worship.

Tab 4: Qualification Data

COMPANY PROFILE

The firm was established in 1958 to provide Civil Engineering, Structural Engineering and Surveying services.

Corporate Evolution: Greenlees, Arbogast & Montgomery, Inc. 1958 -1967
Greenlees, Montgomery & Associates, Inc. 1967 -1975
C. Calvert Montgomery & Associates, Inc. 1975 - present

Office Location: C. Calvert Montgomery & Associates, Inc. is the oldest engineering and surveying firm based in Martin County and has maintained one office in the City of Stuart at the following locations.

Arthur Dehon Building - Haney Circle 1958 -1970
Professional Exchange Building - Haney Circle 1970 -1991
Mayfair Plaza - 959 S. Federal Highway 1991 - present

Project Team: All of the firm's staff are local and reside in the City of Stuart or Martin County.

Firm Disciplines: Civil Engineering, Structural Engineering, Land Surveying.

Corporate Structure: C. Calvert Montgomery - President
Scott T. Montgomery - Vice-president
Arthur H. Speedy - Secretary

Ownership Interest: C. Calvert Montgomery and Scott Montgomery each hold 50% of the Corporation's shares. There is no other ownership entity.

Organizational Chart: C. Calvert Montgomery - PROJECT MANAGEMENT/INSPECTIONS
Scott Montgomery - PROJECT MANAGEMENT/CAD/INSPECTIONS
Arthur Speedy - SURVEYING/CAD/PROJECT MANAGEMENT
David Brown - CAD/QUALITY CONTROL
Fred Jette - PROJECT MANAGEMENT/INSPECTIONS
Kim Montgomery - ADMINISTRATIVE ASSISTANT

Due to the nature of this request, not having a specific listed project or type of project, we have not proposed any sub-consultants. The firm has worked with local as well as other consultants in Geotechnical, Electrical, Mechanical, etc. disciplines on previous projects. In most cases our firm would provide Civil, Survey and Structural work for a project.

Resumes: See attached.

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

City of Stuart, Florida

2. PUBLIC NOTICE DATE

06/02/2014

3. SOLICITATION OR PROJECT NUMBER

REI #2014-216"Prof Civil Eng Svcs"

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

C. Calvert Montgomery, P.E.

5. NAME OF FIRM

C. Calvert Montgomery & Associates, Inc.

6. TELEPHONE NUMBER

(772) 287-3636

7. FAX NUMBER

(772) 220-0580

8. E-MAIL ADDRESS

ccma inc@bellsouth.net

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

(Check)	PRIME JV PARTNER SUBCON- TRACTOR				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	a.	<input checked="" type="checkbox"/>				C. Calvert Montgomery & Associates, Inc.	959 S. Federal Hwy. Stuart, FL 34994
					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.							
					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.							
					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.							
					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.							
					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.							
					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME C. Calvert Montgomery, P.E.	13. ROLE IN THIS CONTRACT Project Management/Const Insp.	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
		56	56
15. FIRM NAME AND LOCATION <i>(City and State)</i> C. Calvert Montgomery & Associates, Inc. Stuart, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> BCE 1953 University of Florida-Civil MS 1954 University of Florida-Civil/Structural		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Fla. Reg. No. 4982 Civil/Structural	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Citrus Boulevard - Indiantown, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	1964	1967
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Responsible for design and preparation of construction drawings for a 0.8 mile section of the highway from Indiantown East, including a small bridge design. Project included intersection design of existing Martin County roads and access to the Indiantown Airfield.		
(1) TITLE AND LOCATION <i>(City and State)</i> 25 Street - Ft. Pierce, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	1968	1972
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Responsible for design and plan preparation of 3.26 miles of urban roadway from Midway Road to Okeechobee Road. Design involved grade revisions, widening, intersection designs, utility and drainage work.		
(1) TITLE AND LOCATION <i>(City and State)</i> Fox Brown Road - Indiantown, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	2000	2002
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Responsible for design to reconstruct 8.34 miles of rural roadway.		
(1) TITLE AND LOCATION <i>(City and State)</i> Britt Creek Bridge - Stuart, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	2013	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Responsible for design replacing an existing two lane bridge. Plans included MOT to maintain two way traffic during construction. Project not yet started, pending funding.		
(1) TITLE AND LOCATION <i>(City and State)</i> IndianRiverside Park Bridge	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	2007	2010
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
Responsible for design to construct a single span prestressed deck bridge with sidewalks and approaches. Construction cost \$223,403.00		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Scott Montgomery, P.E.	13. ROLE IN THIS CONTRACT Project Management/Drainage Design & Permitting/Const Insp	14. YEARS EXPERIENCE	
		a. TOTAL 31	b. WITH CURRENT FIRM 31
15. FIRM NAME AND LOCATION (City and State) C. Calvert Montgomery & Associates, Inc. Stuart, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) BCE 1983 Auburn University - Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Fla. Reg. No. 45954 Civil Engineering	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Timer Powers Park Renovations - Indiantown, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2014	CONSTRUCTION (If applicable)
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Sitework, swale relocation, storm drainage. Provided stormwater analysis and design of drainage system. Project cost \$128,000.00 Construction start pending funding.		
<input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) C & C RV Resort - Stuart, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2012	CONSTRUCTION (If applicable)
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE 54 space RV park. Water, wastewater & storm drainage. Provided stormwater analysis and South Florida Water Management District Permitting. Project start is on hold pending approval of financing. Project cost \$1,011,000.00		
<input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) Martin County High School Classroom Replacement - Stuart, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2011	CONSTRUCTION (If applicable) 2012
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Sitework associated with classroom building demolition and replacement, including drainage, utilities, driveways, parking, and walkways. Provided stormwater analysis, FDEP Wastewater Permitting for replacement of the Sewage Pumping Station, and FDOT Driveway Connection permitting. Project Cost \$1,200,000.00		
<input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) Halpatiokee Regional Park - Stuart, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2012	CONSTRUCTION (If applicable) 2013
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Reconstruct 5 multipurpose fields. Modify existing drainage system. Provided redesign of existing fields. Provided drainage system evaluation and submittal to SFWMD for approval. Project cost \$800,000.00		
<input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) Verada Ditch Restoration - Pt. St. Lucie, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013	CONSTRUCTION (If applicable) 2014
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Removal and reinstallation of damaged ditch liner articulated concrete mats, construction of sheet pile wall and poured concrete cap. Responsible for design of system, permitting with St. Lucie County and construction phase inspections. \$150,000.		
<input checked="" type="checkbox"/> Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Arthur Speedy, PSM	13. ROLE IN THIS CONTRACT Project Management/Const Insp./Surveying	14. YEARS EXPERIENCE	
		a. TOTAL 47	b. WITH CURRENT FIRM 47
15. FIRM NAME AND LOCATION (City and State) C. Calvert Montgomery & Associates, Inc. Stuart, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) BS 1970 Florida State University-Engineering Science		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Fla. Reg. No. 3343 Land Surveying	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Halpatiokee Regional Park Reconstruction - Stuart, FL	2012	2013
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Reconstruct 5 multi-purpose fields. Modify existing drainage. Provide construction survey control. Provide survey verification. Project cost \$800,000.00	<input checked="" type="checkbox"/> Check if project performed with current firm	
Delaplane Preserve - Stuart, FL	2014	
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction of passive park improvements including shellrock parking & trail, canoe/kayak launch, reconstruction of existing dock. Provide boundary and topographic surveys including soundings. Project start date is pending local government approval. Project cost \$207,000.00	<input checked="" type="checkbox"/> Check if project performed with current firm	
Martin County High School Classroom Replacement - Stuart, FL	2010	2012
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Boundary Survey and location of improvements for entire campus associated with sitework for classroom building replacement and athletic field reconstruction. Project Cost \$2,000,000.00	<input checked="" type="checkbox"/> Check if project performed with current firm	
Martin Memorial Health Systems North campus	2011	
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Boundary Survey and location of improvements for entire campus associated with Martin Memorial financing.	<input checked="" type="checkbox"/> Check if project performed with current firm	
Britt Creek Bridge - Stuart, FL	2013	
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Replacement of an existing two lane bridge. Provided Right-of-Way and Submerged Land Lease Surveys. Provided topographic survey and location of existing improvements. Construction start is pending funding. Project cost \$900,000.00	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Fred Jette	13. ROLE IN THIS CONTRACT Project Management/ Construction Inspection	14. YEARS EXPERIENCE	
		a. TOTAL 42	b. WITH CURRENT FIRM 42

15. FIRM NAME AND LOCATION (City and State)

C. Calvert Montgomery & Associates, Inc.

Stuart, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)

AA 1968 Indian River Comm College-Engineering
1969-1971 University of Florida

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

State of Florida Certified General Contractor 1972-Present CGC 004125

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) C & C RV Resort - Stuart, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2012	CONSTRUCTION (If applicable)
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
54 space RV park. Water, wastewater & storm drainage. Provided project design including sitework, utilities & drainage. Provided water use and dewatering permitting. Project start is on hold pending approval of financing. Project cost \$1,011,000.00		
(1) TITLE AND LOCATION (City and State) Olympia Plaza - Hobe Sound, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2011	CONSTRUCTION (If applicable) 2011
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
5 acre commercial project with 26,000 SF of leasable area. Provided project design including sitework, utilities, drainage, & US1 improvements. Acted as Owner's Agent for review and approval process with Martin County. Project Cost \$600,000.00		
(1) TITLE AND LOCATION (City and State) Delaplane Preserve - Stuart, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2014	CONSTRUCTION (If applicable)
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Construction of passive park improvements including shellrock parking & trail, canoe/kayak launch, reconstruction of existing dock. Provided design and coordination with Environmental and Archaeological Consultants and permitting with USACOE & SFWMD. Project start date is pending local government approval. Project cost 207,000.00		
(1) TITLE AND LOCATION (City and State) Timer Powers Park Water Main Extension - Indiantown, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2014	CONSTRUCTION (If applicable)
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Extension of water main 5,230 LF to serve the park. Provided design and coordination with utility provider and utility provider's Consulting Engineer. Project start is on hold pending funding. Project cost \$178,000.00		
(1) TITLE AND LOCATION (City and State) Village Square Two - Indiantown, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2014	CONSTRUCTION (If applicable)
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
1 acre commercial site with 5,000 SF of restaurant with drive thru, and retail or office space. Provided sitework, paving, drainage & utility design. Acting as the Owner's Agent for review and approval with Martin County. Construction start date is pending completion of review by Martin County. Est cost \$250,000.00		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i> Refer to Tab 2 Section	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Refer to Tab 7 Section

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

Calvert Montgomery

32. DATE

06/18/14

33. NAME AND TITLE

C. Calvert Montgomery, President

Tab 5: Insurance

If selected to provide services to the City, C. Calvert Montgomery & Associates, Inc. agrees to procure and maintain insurance for the life of the Contract in accordance with this REI as follows:

- A. Worker's Compensation Insurance as required by Florida Statutes, Chapter 440
- B. General Liability Insurance. Combined single limit of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.
- C. Automobile Liability Insurance. Combined single limit of \$250,000.00 each occurrence.
- D. Professional Liability or Errors and Omissions Insurance. Combined single limit of \$1,000,000.00 aggregate

Tab 6: Prohibition against Contingent Fees/Non-Collusion/Conflict of Interest Disclosure Statements

The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

The respondent certifies, and in the case of a joint proposal, each party thereto certifies as its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.

There is no potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

C. CALVERT MONTGOMERY & ASSOCIATES, INC.



C. Calvert Montgomery, President

Tab 7: Other Information

In addition to the projects listed the firm has performed consulting services for Government, School Districts, Non Profits and Individuals which include the following types of projects or items.

- Boundary and Topographic Surveys (including ALTA Surveys)
- Benthic Surveys
- Preparation of Record Plats
- Preparation of Right-of-Way Maps
- Preparation of Record Drawings
- Construction Layout
- Residential Subdivisions
- Condominium Developments
- Commercial Developments
- Numerous School Campus Sitework & Related Utility Work
- Numerous Park and Athletic Facilities
- RV Parks
- Dog Park
- Water and Wastewater Treatment Facilities
- Water Distribution Systems
- Wastewater Collection and Transmission Systems
- Rural and Urban Roadways
- SFWMD Permitting
- FDEP Permitting
- USACOE Permitting
- FDOT Permitting
- Vehicular Bridges
- Pedestrian Bridges
- Pedestrian Overpass
- Walkway Canopies
- Pile Supported Boardwalks and Decks
- Docks
- Travelift Ramps
- Boat Ramps
- Seawalls and Retaining Walls
- Structural Steel Stairs
- Bus Garage, Maintenance & Warehouse Facility
- Pre Engineered Metal Building foundations
- Athletic Locker Rooms
- Restroom/Concession/Pressbox Facilities
- Bleacher Foundations
- Above Ground and Underground Storage Tanks
- Sign and Goal Post Foundations

Tab 8: Addenda

See attached Addendum #1.



City of Stuart

121 S.W. Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5320

Department of Financial Services

Procurement & Contracting Services Division
Charles T. Iverson, Procurement Manager

Fax: (772) 600-1202
tiverson@ci.stuart.fl.us

Date: June 5, 2014, 2014
To: All Prospective Proposers
Subj: Addendum #1 to RFP #2014-146, Professional Engineering Services

ADDENDUM #1

This addendum is issued to expand the scope of services for this project:

To Section II, Scope of Service add item T:

- T. Preparation of design studies, design plans and design specifications for water distribution, wastewater collection, and reclaimed water systems, specific water and wastewater process control evaluations and reports, and other related water, wastewater, and reclaimed water projects.

This Addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your proposal.

Sincerely,

Charles T. Iverson
Purchasing Manager
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to RFP #2014-146, Professional Engineering Services.

Signature

Date

Firm

EXHIBIT B

“ORIGINAL REQUEST FOR PROPOSAL AS ISSUED BY CITY”



City of Stuart

121 S.W. Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5320

Department of Financial Services

Procurement & Contracting Services Division
Charles T. Iverson, Procurement Manager

Fax: (772) 600-1202
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LEGAL NOTICE FOR REI #2014-146

PROFESSIONAL CIVIL ENGINEERING SERVICES

The Stuart City Commission, Stuart, Florida, in compliance with Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), invites Expressions of Interest from qualified, experienced, licensed civil engineers to provide Civil Engineering Services to the City of Stuart.

Description: The intent of this solicitation is to select the most highly qualified firm(s) to provide Professional Civil Engineering services to the City of Stuart on an "as needed" basis, for an initial contract award period of one (1) year and two one year renewals. Total contract period shall not exceed three years.

Submittal information and response format may be obtained at no charge by contacting the City of Stuart Procurement & Contracting Services Office located at 121 SW Flagler Avenue, Stuart, Florida, by email at tiverson@ci.stuart.fl.us, by calling (772) 288-5320, or by accessing DemandStar by Onvia at <http://www.demandstar.com>.

Firms desiring to provide the Civil Engineering Services described above shall submit one (1) original, marked "ORIGINAL", six (6) copies, each marked "COPY", and one (1) electronic copy on a CD, PDF format preferred, of their proposals, containing all of the requested qualification data by **2:30 pm, Wednesday, June 18, 2014.** Submittals will be accepted by hand delivery, overnight delivery or U.S. mail in the Procurement Division Office, Stuart City Hall, 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened. Timely submittals will be opened as soon as practicable thereafter in the City Hall, First Floor Conference room, 121 SW Flagler Avenue, Stuart, Florida. Questions concerning this REI will be taken until 5:00 pm, Wednesday, June 11, 2014.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Mail/Overnight or Hand Deliver Proposals to:

**Stuart City Hall
Purchasing Division
121 S.W. Flagler Avenue
Stuart, Florida 34994**

Mark outside of envelope: REI #2014-146 "Professional Civil Engineering Services"

Publish Date: June 2, 2014

Stuart City Commission
City of Stuart, Florida
Terry Iverson, Procurement Manager

REI #2014-146, Professional Civil Engineering Services

I. General

The City of Stuart is seeking qualified, experienced, licensed civil engineers to provide Professional Civil Engineering services to the City of Stuart on an "as needed basis". The final negotiated contract will be a term agreement for an initial one (1) year period with the option of two (2) additional one (1) year renewals, upon the mutual agreement of the parties. At the option of the City, and upon the agreement of the Professional, this Contract may be converted to or replaced at any time with a "Continuing Services Contract" as that term is defined in Section 287.055, et seq, Florida Statutes, Consultant's Competitive Negotiating Act (CCNA).

II. Scope of Services

The individual or firm retained to provide Professional Civil Engineering services shall work with the City Public Works Director or other City staff in advising the City and the City Commission regarding Civil Engineering services. A general description of the scope of professional services required is, but not limited to, the following:

- A. Preparation of roadway location or alignment studies
- B. Preparation of roadway design
- C. Preparation of land acquisition documents
- D. Preparation of a hydrologic & hydraulic studies
- E. Preparation of storm drainage system design
- F. Preparation of new or retrofit storm water management design
- G. Preparation of floodplain studies
- H. Preparation and procurement of requisite environmental permits
- I. Performance of traffic counts
- J. Preparation of traffic studies and analysis
- K. Preparation of maintenance of traffic design
- L. Preparation of structural studies and design for bridges, culverts and retaining walls
- M. Preparation of construction documents
- N. Preparation of cost estimates
- O. Preparation of Construction Plans for Waterfront and Marine Facilities (docks, seawalls, river walks, upland support facilities)
- P. Presentation to the Commission, staff, and the public of reports, plans, and exhibits
- Q. Preparation of as-built plans
- R. Review of plans, specifications and estimates developed by others
- S. Other customary Professional Civil Engineering Services

Contact Person: Questions or requests for additional information shall be directed to Terry Iverson, Procurement & Contracting Services Manager at (772) 288-5320, fax (772) 600-1202, or e-mail: tiverson@ci.stuart.fl.us. All questions and contacts must be made through the Procurement & Contracting Services Office. Attempts to lobby or persuade through other channels will result in disqualification.

III. Selection Criteria

The selection criteria will include the following:

- A. Task Approach: Outline of proposed manner in which scope of work will be addressed.

Approach shall demonstrate firm's capability to work within the City's budget and time constraints. Describe all quality control implementation procedures, sub-consultant supervision, contract compliance and enforcement of industry standards. Comment on firm's project schedules and budgets. Discuss ways to maintain schedules and ways to recover. Discuss cost control and value engineering. Describe any project management systems used to track and control project issues. Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the City's Project Manager and City staff. **(30 pts)**

- B. Past Performance: Working relationships with the City of Stuart and other Florida municipalities and public entities. Include references and contact information. **(30 pts)**
- C. Familiarity: Familiarity with local conditions or an explanation of the firm's approach to become familiar quickly with local conditions. **(30 pts)**
- D. Professional Qualifications: Firm's and specific individuals' relevant experience and expertise of at least five (5) years with other Florida municipalities and public entities. A demonstrated thorough understanding of the concepts, principles, and procedures of Civil Engineering services and its applicability to the City. **(10 pts)**

SUBMITTAL REQUIREMENTS: Firms interested in providing the required professional services shall submit one (1) original, marked "**ORIGINAL**", six (6) copies, each marked "**COPY**", and **one (1) electronic copy (PDF format preferred) on a CD** of the requested qualification data for evaluation. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, solicitation number, and due date. Packages must be received in the City of Stuart Procurement & Contracting Services Office by the advertised deadline.

Each respondent should ensure that they have received any/all addenda and amendments to this REI **before** submitting their proposal. Respondents may check for any addenda by calling (772) 288-5320, via the City's website: www.cityofstuart.com, or by accessing DemandStar by Onvia at <http://www.demandstar.com>. All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package. Failure to acknowledge addenda may result in the proposal being determined non-responsive.

Delivery of a package to any City location other than the Procurement & Contracting Services Office does not constitute official receipt by the City. Any package delivered after the advertised deadline will not be considered.

IV. Proposal Format

Proposals shall include the following information:

A Transmittal Letter will summarize in a brief and concise manner the professional's understanding of the scope of work and make a positive commitment to perform the work in a timely manner, within budgetary requirements. An agent authorized to contractually bind the firm must sign the Letter of Transmittal indicating the agent's title or authority. This signature shall certify the veracity of the contents of the submittal and bind the firm to the firm's offer to provide services addressed in the response to the City of Stuart's Request for Expressions of Interest. The transmittal letter shall not exceed two pages in length.

Tab 1: Task Approach

Provide an outline of proposed manner in which a scope of work will be addressed and the manner in which the approach shall demonstrate the firm’s capability to work within the City’s budget and time constraints. Describe all quality control implementation procedures, sub-consultant supervision, contract compliance and enforcement of industry standards. Comment on firm’s project schedules, budgets and adherence to those items. Discuss ways to maintain schedules and ways to recover. Discuss cost control and value engineering. Describe any project management systems used to track and control project issues. Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the City Project Manager and City staff.

Tab 2: Past Performance in similar activities in Florida.

Provide a list of projects of similar nature within the past three years. Title and brief description of each project shall include:

- Client (contact person, address, telephone number)
- Year completed
- Nature of work involved in each project
- Total Value of the Project

Tab 3: Familiarity:

Provide a description of the firm’s familiarity with local conditions, community goals, etc., or provide a plan that outlines an explanation of the firm’s approach to become familiar quickly with local conditions, community goals, etc.

Tab 4: Qualification Data

Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence. The firms shall also submit an organizational chart, staff qualifications, and experience of the firm. Resumes of proposed key personnel (name, company address, phone number, e-mail address) that will be assigned to this project shall include job skills, education, training, experience and professional affiliations/membership. All proposed sub-consultants shall be identified, and the working relationship between the respondent and the sub-consultant shall be explained. Sub-consultants shall also provide key personnel resumes. Standard forms 254 & 255 or OMB Standard Form 330 may be submitted. Provide a list of disciplines offered by the firm (i.e. mechanical, electrical, hydrogeologic, land surveying, etc.).

The firm shall provide sufficient competent and qualified personnel to effectively carry out its responsibilities under the Master Agreement. The firm shall utilize only competent personnel who are qualified by experience and education. The firm may not make changes in the personnel working on activities pursuant to the Master Agreement without written concurrence of the City.

Tab 5: Insurance

Provide a statement agreeing to obtain (prior to award) Professional Liability Insurance with coverages as detailed herein. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data.

A properly completed Accord Form is preferable. The City of Stuart named as additional insured for General Liability shall be required **prior to entering into a contract.**

The Firm shall either cover any sub-consultants on its policy or require the sub-consultants to conform to all requirements for insurance contained herein.

Tab 6: Prohibition against Contingent Fees/Non-Collusion/Conflict of Interest Disclosure Statements

In accordance with Florida Statute 287.055(6)(a), the following statement must be included in each submittal:

“The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.”

Include the following Statement of Non-Collusion:

“The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.”

Include a disclosure statement advising the City of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project. Signature on the transmittal letter shall certify the veracity of these statements.

Tab 7: Other Information

Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 8: Addenda (if applicable)

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

Confidential Materials

The City of Stuart, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the City for road or public works projects as defined in 119.07(6)(t), F.S. (hereinafter “Confidential Materials”), may be exempt from disclosure. If a respondent submits Confidential Materials, the information **must be segregated** and each pertinent page must be clearly labeled “confidential” or “trade secret.”

The City of Stuart gives no assurance as to the confidentiality of any portion of the response once submitted. It is the responsibility of the respondent to seek counsel and determine applicability of the statute to their particular circumstances prior to submittal of their package.

V. Evaluation of Proposals

Proposals will be reviewed and evaluated for qualifications to perform the services required, by a Selection Committee which shall consist of City staff. The Selection Committee will make a recommendation for award to the City Commission. The City of Stuart reserves the right to select the most qualified individuals/firms solely from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked individual/firm; or to interview the most qualified proposers prior to requesting authorization to negotiate an agreement with the highest ranked firm(s). Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

The City of Stuart reserves the right to request clarification on information submitted and to request additional information from one or more firms.

VI. Terms and Conditions

All prospective professionals are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the Purchasing Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective professional who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, prior to the proposal closing date and time, as to the terms and conditions, and within ten (10) days of Commission action as to the selection or award recommendation.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal(s) which in its sole judgment best serves the interest of the City.

As required by FS Section 287.133; "A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a Professional under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor list." Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (904) 488-8131.

This invitation does not commit the City to award a contract. Nor shall the City be responsible for any cost or expense incurred by any respondent in preparing and submitting a reply, nor for any cost or expense incurred by any respondent prior to the execution of an agreement. The City reserves the right to require any or all respondents to appear for interviews and/or oral presentations at no cost to the City.

VII. Proposed Agreement

The successful professional shall serve at the pleasure of the City Commission. Please review the attached agreement and note any objections, or revisions that would be required by the professional within the submittal. Should no revisions be noted, the City will assume and the professional agrees that the terms and conditions of agreement are acceptable. The proposed Agreement does not authorize the performance of any work or require the City to place orders for work. The City makes no covenant or promise as to the number of available projects or that the firm shall perform any project for the City during the life of the Master Agreement.

VIII. Forms/Attachments

Attachment A: Standard Master Agreement

Attachment B: Sample Project Authorization

ATTACHMENT A

**PROPOSED AGREEMENT FOR CIVIL ENGINEERING SERVICES
BETWEEN
CITY OF STUART AND PROFESSIONAL**

PROJECT: Civil Engineering Services

PROFESSIONAL: _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the ____ day of _____, 2007 by and between _____, hereinafter referred to as "Professional" and the City of Stuart, Florida, a municipal corporation, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

City intends to enter into a contract with Professional for provision of Civil Engineering services by the Professional and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Professional shall provide professional Civil Engineering services in all phases of any project for which a WORK AUTHORIZATION has been issued by the City pursuant to this Agreement as hereinafter provided. These services will include serving as City's professional consulting representative for the Project, providing professional consulting consultation and advice and furnishing customary Civil Engineering services and customary services incidental thereto as described in the Work Authorization. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Authorization.

Section 1. Scope of Service

Professional shall work with the City Public Works Director, City Attorney, City Manager, or other City staff in advising the City and the City Commission regarding Civil Engineering services. The services will be those customarily attendant to Civil Engineering services including, but not limited to the following:

- A. Preparation of roadway location or alignment studies
- B. Preparation of roadway design
- C. Preparation of land acquisition documents
- D. Preparation of a hydrologic & hydraulic studies
- E. Preparation of storm drainage system design

- F. Preparation of new or retrofit storm water management design
- G. Preparation of floodplain studies
- H. Preparation and procurement of requisite environmental permits
- I. Performance of traffic counts
- J. Preparation of traffic studies and analysis
- K. Preparation of maintenance of traffic design
- L. Preparation of structural studies and design for bridges, culverts and retaining walls
- M. Preparation of construction documents
- N. Preparation of cost estimates
- O. Preparation of Construction Plans for Waterfront and Marine Facilities (docks, seawalls, river walks, upland support facilities)
- P. Presentation to the Commission, staff, and the public of reports, plans, and exhibits
- Q. Preparation of as-built plans
- R. Review of plans, specifications and estimates developed by others
- S. Other customary Professional Civil Engineering Services

III. AGREEMENT PROVISIONS

Section 1. Period of Service

1.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both City and Professional. Term of this agreement shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual agreement of the parties. At the option of the City, and upon the agreement of the Professional, this Contract may be converted to or replaced at any time with a "Continuing Services Contract" as that term is used in Section 287.055, et seq, Florida Statutes (CCNA).

1.2 Work Authorization

Each "Work Authorization" shall specify the Period of Service agreed to by the City and the Professional for services to be rendered under said "Work Authorization".

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Professional for services under each Work Authorization. The fee due to the Professional shall be set forth in each Work Authorization and shall be in accordance with Professional's personnel hourly rate schedule formalized in "Exhibit C" to this Agreement. Professional's personnel hourly rate schedule may be updated annually prior to each optional renewal period.

2.2 Invoices

Professional shall submit monthly invoices to the City no later than the last day of the month for work accomplished under this Contract. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Project, date worked and all ancillary expenses incurred and by whom.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

Section 3. Reimbursable Expenses

Professional shall be reimbursed only for approved out pocket expenses directly chargeable to the Project, at actual cost incurred. Reimbursable expenses will include travel, lodging and meals when traveling at the City's request and on the City's behalf. These expenses shall conform to rates and allowances set forth in Florida State Statute, Sec 112.061, regarding per diem and traveling expenses. Identifiable communication expenses, reproduction costs, and special accounting expenses not applicable to general overhead shall be reimbursed at actual cost.

Section 4. Additional Services

4.1 Requests for Additional Services

The undertaking by the Professional to perform professional services defined within this Contract extends only to those services specifically described herein. If upon the request of the City, the Professional agrees to perform additional services hereunder, the City shall pay the Professional for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with Professional's current personnel fee schedule, plus reimbursable expenses so incurred by the Professional; unless a lump sum addendum to this Contract is executed by the parties to this Contract which addresses the additional services.

4.2 Changes in Scope/Conditions

Additional Services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to the Professional, or a change in the scope of concept of the Project initiated by the City, or services that are required by changes in the requirements of public agencies, after work under this Contract has commenced.

Section 5. Use of Documents

5.1 Ownership of Original Documents

All deliverable analyses, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the Professional's services or have been created during the course of the Professional's performance under this Contract shall become the property of and shall be delivered to the City after final payment is made to the Professional.

Section 6. Termination

6.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Professional shall be paid for all services rendered to the date of termination including all reimbursable expenses.

Section 7. CITY's Obligations

7.1 Data to be Furnished

The CITY shall provide Professional with all data, studies, surveys, plats and all other pertinent information concerning the Project in the possession of the CITY upon request.

7.2 Designated Representative

The Designated Representative of the City to act with authority on the City's behalf with respect to all aspects of the Project shall be identified in each Project Authorization.

Section 8. Persons Bound by Agreement

8.1 Parties to the Agreement

The persons bound by this Contract are the Professional and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

8.2 Assignment of Interest in Agreement

This Contract and any interest associated with this Contract may not be assigned, sublet or transferred by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Professional from employing such independent Professionals, associates and subcontractors as Professional may deem appropriate to assist in the performance of the services hereunder.

8.3 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Professional and the City.

Section 9. Indemnification of City

Professional shall to the fullest extent allowed by law, defend, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Professional in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Professional.

Professional shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 10. Insurance.

10.1. Workers' Compensation

The Professional shall procure and maintain, during the life of this Contract, Worker's Compensation insurance as required by Florida Statutes, Chapter 440 for all of employees of the Professional engaged in work on the Project under this Contract.

10.2 Insurance Policy Limits

Professional shall procure and maintain insurance policies with at least the following coverage and amounts, during the life of this contract:

10.2.1 **General Liability Insurance.** In a combined single limit of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.

10.2.2 **Automobile Liability Insurance.** In a combined single limit of \$250,000.00 each occurrence.

10.2.3 **Professional Liability or Errors and Omissions Insurance.** In a combined single limit of \$1,000,000.00 aggregate.

10.3 Insurance Cancellation

The Professional shall furnish to the City Certificates of Insurance allowing thirty (30) days notice for any change, cancellation, or non-renewal. If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

10.4 City to be Named Additional Insured

The plans and specifications and other contract documents to be prepared by Professional pursuant to this Contract shall require the insurance of liability of the person, firm or corporation which would, as contractor, perform the work described in such plans and specifications. The amounts of insurance shall be determined by the City. The City shall be named as "additional insured" with regard to the coverage of such policies of insurance.

10.5 Status of Claim.

The Professional shall be responsible for keeping the City currently advised as to the status of any claims made for damages against the Professional resulting from services performed under this Contract. The Professional shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

City Manager, City of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994
FAX: (772) 288-5316

Section 11. Professional Standards

11.1 Other Agreements

THIS SECTION NOT USED.

11.2 Approvals Not Guaranteed

All work performed by Professional will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations. However, Professional does not warrant or represent that any governmental approval will be obtained, only that the Professional will exercise its best efforts to obtain all such approvals contemplated under this Contract.

11.3 Governmental Regulations

Professional shall assure that work performed under each Project Authorization shall be in accordance with all applicable governmental regulations.

Section 12. Opinions of Cost

Since the Professional has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified Professional, familiar with the current market. The Professional cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If at any time the City wishes greater assurance as to the amount of any cost, the City shall employ an independent cost estimator to make such determination. Consulting services required to bring cost within any limitation established by the City will be paid for as additional services hereunder by the City.

Section 13. General Conditions

13.1 Venue in Martin County

Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

13.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

13.3 Attorney's Fees and Costs

In the event the Professional defaults in the performance of any of the terms, covenants and conditions of this Contract, the Professional agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

13.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the

request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator’s fee shall be paid in equal shares by each party to the mediation.

13.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the CITY or the CITY’s representative identified herein shall be binding or enforceable against the CITY.

Section 14. Exhibits

The following Exhibits are attached to and made a part of this Contract:

“**Exhibit A**” - "Proposal as Submitted by Professional and Accepted by City"

“**Exhibit B**” - “Original Request for Proposal as Issued by City, including all Addenda”

“**Exhibit C**” - "Professional's Personnel Hourly Rate Schedule"

“**Exhibit D**” - "Insurance and Indemnification"

IN WITNESS WHEREOF, the CITY and the Professional have made and executed this Contract the day and year first above written:

ATTEST:

CITY

Cheryl White
City Clerk

Troy McDonald
Mayor

APPROVED AS TO FORM
AND CORRECTNESS

Paul J. Nicoletti
City Attorney

WITNESSES:

PROFESSIONAL

(Signature)

(Signature)

(Signature)

(Printed Name & Title)

EXHIBIT A

**“PROPOSAL AS SUBMITTED BY PROFESSIONAL AND ACCEPTED BY THE CITY OF
STUART”**

EXHIBIT B

“ORIGINAL REQUEST FOR PROPOSAL AS ISSUED BY CITY”

EXHIBIT C

“PROFESSIONAL'S PERSONNEL HOURLY RATE SCHEDULE”

EXHIBIT D

“INSURANCE AND INDEMNIFICATION”

ATTACHMENT B

“SAMPLE”

WORK AUTHORIZATION
TO THE
AGREEMENT FOR CIVIL ENGINEERING SERVICES
BETWEEN THE CITY OF STUART AND
THE FIRM OF
XXXXXXXXXX

PROJECT DESCRIPTION: *NAME OF PROJECT*

I. PURPOSE

This is an attachment to the Master Agreement for Civil Engineering Services dated XXXXX between the City of Stuart (CITY) and the firm of XXXXX. (PROFESSIONAL) and made a part thereof. The purpose of this Project Authorization is to specify the required services of the PROFESSIONAL to design xxxx, prepare Construction documents, provide Bidding Phase services, and to provide Construction Phase services for the *Project Name*.

II. PROFESSIONAL'S SERVICES

The PROFESSIONAL shall design xxxx, prepare Construction documents, provide Bidding Phase services, and Construction Phase services for the *Project Name*.

III. GENERAL SCOPE OF WORK

The PROFESSIONAL's services shall include, but not be limited to, the following items:

A. TASK A: DESIGN AND PERMITTING

1. Data Collection
2. Analysis of xxxxxx
3. Design of xxxxxx
4. Preparation of Technical Specifications
5. Monthly meetings with CITY staff
6. The PROFESSIONAL shall procure the necessary permits required for the items described in this Project Authorization.
7. Prepare minutes and agendas for all meetings and submit to the CITY.

B. TASK B: CONSTRUCTION DOCUMENTS

1. The PROFESSIONAL shall prepare complete Construction Drawings (100% drawings) and specifications for the work as described in III.A. (above).
2. Drawings shall be furnished to the CITY in reproducible form and to a satisfactory scale. They shall be accurate, legible, complete and suitable for

bidding purposes. The PROFESSIONAL shall furnish, when requested, all necessary prints, sepias and other information during the design process, for review by the CITY, utility suppliers and other parties having jurisdiction and to fulfill requests by other government agencies and the public. The construction drawings must meet the following minimum plans and design documentation packaging requirements:

Plan sets:

- a. Cover / Key Sheet
- b. Summary of Pay Items
- c. Reference Points
- d. Typical Sections
- e. Miscellaneous Detail Sheet

3. Based upon the final Construction Documents, the PROFESSIONAL shall prepare and submit an estimate of probable cost for construction.

C. TASK C: BIDDING PHASE SERVICES

The PROFESSIONAL shall:

1. Attend Pre-Bid Conference.
2. Prepare Pre-Bid Meeting Minutes.
3. Respond to questions during bidding, as needed.
4. Review bid submittals for compliance with the plans and specifications, and prepare a comparative bid analysis.
5. Make a recommendation for award based on bids received and reference checks.

D. TASK D: CONSTRUCTION PHASE SERVICES

1. The PROFESSIONAL's responsibility to provide Construction Phase Services under this agreement commences with the award of each Contract for Construction and terminates at the earlier of the issuance by the CITY of the final Certificate for Payment or 30 days after the date of Substantial Completion of the Work, but may be extended.
2. The PROFESSIONAL shall attend and administer the preconstruction conference.
3. Visits to Site and Observation of Construction: In connection with observations of the work of Contractor(s) while it is in progress, PROFESSIONAL shall make visits to the site at intervals appropriate to the various stages of construction as PROFESSIONAL deems necessary in order to observe as an experienced and qualified design professional the progress of the various aspects of Contractor(s)' work.
4. Defective Work: During such visits and on the basis of such observations, PROFESSIONAL may disapprove or reject Contractor(s)' work while it is in progress if PROFESSIONAL believes that such work will not produce a completed PROJECT that conforms to the Contract Documents or that it will

prejudice the integrity of the design concept of the PROJECT as reflected in the Contract Documents.

5. Interpretations and Clarifications: PROFESSIONAL shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
6. Shop Drawings: PROFESSIONAL shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the PROJECT.
7. Substitutes: PROFESSIONAL shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
8. Inspections and Tests: PROFESSIONAL shall have authority, as CITY's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
9. Disputes between CITY and Contractor: PROFESSIONAL shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of CITY and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
10. Applications for Payment: Based on PROFESSIONAL's on-site observations as an experienced and qualified design professional, and on review of applications for payments and the accompanying data and schedules:
 - a. PROFESSIONAL shall verify the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to CITY, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of PROFESSIONAL's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, PROFESSIONAL's verifications of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
11. Contractor(s)' Completion Documents: PROFESSIONAL shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents and shall transmit them

to the CITY with written comments.

12. Inspections: PROFESSIONAL shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable to the CITY and other governing agencies so that PROFESSIONAL may recommend, in writing, final payment to Contractor(s) that the work is acceptable (subject to any conditions therein expressed).
13. Closeout: PROFESSIONAL shall provide assistance in the closing of any financial or related transaction for the PROJECT (project closeout book, summary of testing, rectifying change orders, final pay estimate, summary of Resident Project Representative (RPR) time, PROFESSIONAL and owner certification letter).
14. As-Built Drawings: PROFESSIONAL shall prepare a set of mylar record prints of Drawings (3 sets of prints and 1 CD) showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to PROFESSIONAL and which PROFESSIONAL considers significant, including ALP Update.

IV. CITY RESPONSIBILITIES

The CITY will provide specific data for *project*.

V. WARRANTY

The PROFESSIONAL warrants that the plans and specifications produced as a result of this contract are complete, correct and suitable for the purpose intended.

VI. AMERICANS WITH DISABILITIES

The PROFESSIONAL shall ensure compliance with all applicable governmental accessibility standards, including without limitation those applicable under Section 35.151 CFR.

VII. DELIVERABLES

The PROFESSIONAL shall supply 60%, 90%, and 100% Plans and Specifications to the CITY for review. Each draft submittal shall include two copies of the draft Plans and Specifications. The PROFESSIONAL shall submit to the CITY the final Plans and Specifications in the following amounts:

1. Unsealed Copy of Final Plans – 1 set
2. Sealed Copy of Final Plans – 1 set
3. Digital Copy of Final Plans – 1 copy
4. Unbound set of Technical Specifications – 1 set
5. Digital Copy of Technical Specifications – 1 copy

VIII. PLAN AND SPECIFICATIONS REPRODUCTION

The PROFESSIONAL will provide two (2) sets of the plans and specifications for bidding purposes. One set is to be a signed and sealed record set. The cost of these sets is included in the design costs paid the PROFESSIONAL as compensation for services required under this Project Authorization. If additional sets of Construction Documents are required by the City, the PROFESSIONAL shall furnish such sets at cost. Payment for such additional sets shall be promptly made by the CITY, upon properly supported invoices, submitted by PROFESSIONAL.

IX. PLANS AND DOCUMENT OWNERSHIP

The original plans and specifications will become the property of the CITY upon completion of this Project. Computer systems (CADD) are to be used in the preparation of the construction plans; a copy of all electronic data and drawing files are to be submitted on CD media. These will utilize AutoCAD version 14.0 or 2000 software. If other software is used, it is to be translated to the aforementioned software. The supplied disks are to include all point and working files.

X. SCHEDULES AND TIME CONSTRAINTS

Within ten (10) days after receiving the Notice to Proceed, the PROFESSIONAL shall provide a schedule and an anticipated payment schedule. The total time allowed for the PROFESSIONAL's services required under this Project Authorization shall be XXXX (XX) months from the date of the Notice to Proceed. The construction documents shall be completed within XXX (X) months from the date of the Notice to Proceed.

XI. COMPENSATION

Payment for all services will be in accordance with the Standard Agreement for Civil Engineering Services. Total compensation shall, based on the man hours shown in Exhibit A, for all services, material, supplies and any other items or requirements necessary to complete the work as described herein to include actual salary costs, overhead and profit in an amount equal to 100% of actual salary cost and reimbursement of actual direct non-salary expenses shall not exceed XXXXXX dollars (\$XXXX). Out of pocket expenses including postage, printing, copying, and long distance telephone calls shall be billed as a reimbursable expense at the PROFESSIONAL's actual cost. Reimbursable expenses shall not exceed XXXXX dollars (\$XXXX); therefore total compensation for all work shall not exceed XXXXXXXX dollars (\$XXXX).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

PROFESSIONAL: *FIRM*

(SEAL)

By: _____
(Signature)

BY _____
Corporate Officer Name & Title

Date _____

ATTEST:

=====

APPROVED AS TO COMPLIANCE WITH PURCHASING & CONTRACTS
POLICIES AND PROCEDURES

Charles T. Iverson
Procurement Manager

Date _____

=====

TECHNICAL PROVISIONS OF CONTRACT AND BUDGETARY REQUIREMENTS
APPROVED

Samuel T. Amerson
Director Public Works

Date _____

=====

CITY OF STUART

BY: _____
Paul Nicoletti
City Manager

Date _____

=====

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF
STUART CITY ONLY

Michael J. Mortell
City Attorney

Date _____

EXHIBIT 'A'

Position	Hours	Hourly Rate	Total Fee
Principal			
Project Manager			
CAD Technician			
Clerical			
Subconsultants			
Hydrogeologic			
Electrical			
Surveying			
TOTAL COMPENSATION			



City of Stuart

121 S.W. Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5320

Department of Financial Services

Procurement & Contracting Services Division
Charles T. Iverson, Procurement Manager

Fax: (772) 600-1202
tiverson@ci.stuart.fl.us

Date: June 5, 2014, 2014
To: All Prospective Proposers
Subj: Addendum #1 to RFP #2014-146, Professional Engineering Services

ADDENDUM #1

This addendum is issued to expand the scope of services for this project:

To Section II, Scope of Service add item T:

- T. Preparation of design studies, design plans and design specifications for water distribution, wastewater collection, and reclaimed water systems, specific water and wastewater process control evaluations and reports, and other related water, wastewater, and reclaimed water projects.

This Addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your proposal.

Sincerely,

Charles T. Iverson
Purchasing Manager
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to RFP #2014-146, Professional Engineering Services.

Signature

Date

Firm

EXHIBIT C

PROFESSIONAL'S PERSONNEL HOURLY RATE SCHEDULE

Position	Hourly Rate
Principal	\$ 150.00
Professional Engineer	\$ 140.00
Project Manager/Designer	\$ 115.00
Professional Surveyor	\$ 120.00
Survey Crew	\$ 140.00
Civil Design Technician	\$ 95.00
CAD Technician	\$ 80.00
Clerical	\$ 55.00

EXHIBIT D

“INSURANCE AND INDEMNIFICATION”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 	PHIL WHITE INS AGCY INC 2480 SE WILLOUGHBY BLVD STUART, FL 34994	CONTACT NAME: Phil White Agency PHONE (A/C No., Ext.): 772-287-4700 E-MAIL ADDRESS: FAX (A/C No.): 772-287-4744
	INSURER(S) AFFORDING COVERAGE	
INSURED C CALVERT MONTGOMERY & ASSOCIATES INC PO BOX 92 STUART FL 34995-0092	INSURER A: State Farm Florida Insurance Company NAIC #: 10739	INSURER B: State Farm Mutual Automobile Insurance Company NAIC #: 25178
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	98-42-8653-0 B	03/04/2014	03/04/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	C27 6212-C07-59	03-07-2014	09-07-2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	N	N	98-42-8652-8 B	03/04/2014	03/04/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Stuart
 121 S.W. Flagler Avenue
 Stuart, Florida 34994

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE