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:

	YES	NO	ABSENT
JEFFREY KRAUSKOPF, MAYOR	X		
EULA R. CLARKE, VICE MAYOR	X		
KELLI GLASS-LEIGHTON, COMMISSIONER	X		
TROY MCDONALD, COMMISSIONER	X		
TOM CAMPENNI, COMMISSIONER	X		

ATTEST:

CHERYL WHITE
CITY CLERK

JEFFREY KRAUSKOPF
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD

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

June 30, 2016

Via Email Transmission: rodkennedy@edc-inc.com

Mr. Roderick J. Kennedy, P.E., President
Engineering Design and Construction, Inc.
1934 Tucker Court
Fort Pierce, Florida 34950

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

Dear Mr. Kennedy,

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)

Roderick J. Kennedy
Printed Name

July 7, 2016
Date

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.

	YES	NO	ABSENT
KELLI GLASS-LEIGHTON, MAYOR	X		
JEFFREY KRAUSKOPF, VICE MAYOR	X		
TOM CAMPENNI, COMMISSIONER	X		
TROY MCDONALD, COMMISSIONER	X		
EULA R. CLARKE, COMMISSIONER	X		

ATTEST:

CHERYL WHITE
CITY CLERK

KELLI GLASS-LEIGHTON
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD

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: rodkennedy@edc-inc.com

Roderick J. Kennedy, P.E., President
Engineering Design and Construction, Inc.
1934 Tucker Court
Fort Pierce, Florida 34950

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

Dear Mr. Kennedy,

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)

Roderick J. Kennedy
Printed Name

June 1, 2015
Date

President
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 AWARDING 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

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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: Engineering Design & Construction, Inc.
1934 Tucker Court
Fort Pierce, Florida 34950

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, hereinafter "Agreement," made and entered into the 18th day of August, 2014 by and between Engineering Design & Construction, Inc., 1934 Tucker Court Fort Pierce, Florida 34950, 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)

Roderick J. Kennedy
(Printed Name & Title)
President

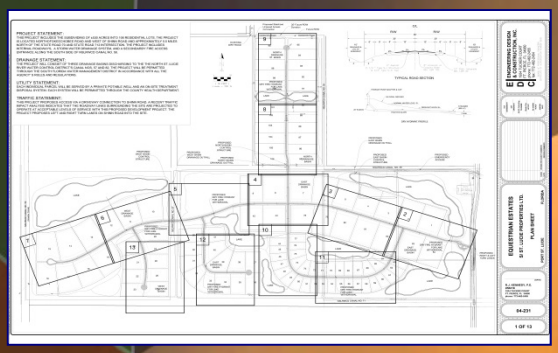
EXHIBIT A

"PROPOSAL AS SUBMITTED BY PROFESSIONAL AND ACCEPTED BY THE CITY OF STUART"

City of Stuart, Florida

Professional Civil Engineering Services

REI # 2014-146
June 18, 2014



PROPOSAL FOR SERVICES

EDC
Civil Engineers

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ENGINEERING DESIGN & CONSTRUCTION, INC.
1934 Tucker Court
Fort Pierce, FL 34950
phone: 772-462-2455
fax: 772-462-2454

June 18, 2014

Charles T. Iverson
Procurement & Contracting Services Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

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

Dear Mr. Iverson,

Engineering Design & Construction, Inc. (EDC) is pleased to present our proposal to provide services to the City of Stuart related to Civil Engineering Services. We are civil engineers specializing in drainage analysis, design and planning, land development, permitting, and utility system design including sanitary sewer systems. We have a staff with a variety of expertise to meet all of your needs as specified in the scope of services provided by the City. We have a long history of working with and within the local municipalities in our area in all aspects of civil engineering:

- Rod Kennedy, PE, worked as the City of Port St. Lucie Drainage Engineer and Utility Engineering Manager for a number of years gaining valuable experience that we believe will be of substantial advantage to the City of Stuart.

- Daniel Retherford, PE, managed all "MSBU" projects at Fort Pierce Utilities Authority from 2000 through 2005 with an excellent track record of being under budget and within schedule. He is also trained as a GIS Technician on the latest software from ESRI, Water Modeling Software, and Autodesk.

- EDC has worked with the City of Stuart in the past regarding the North Stuart Lift Station and Force Main Capacity Analysis. EDC has enjoyed a Continuing Services contract with the City of Stuart since 2008, working closely with David Peters, PE, Assistant Public Works Director.

- EDC has worked with our clients from design through permitting and construction inspections to completion. This process involving team meetings (conception, design and construction), public meetings (controversy and public concerns), and agency meetings (permitting concerns and obstacles).

- EDC offers a Project Director and Project Engineer with long ties to the community having lived and worked in the Treasure Coast area for most of the past 25 years.

I hereby certify the veracity of the contents of this submittal and commit and bind Engineering Design & Construction, Inc. (EDC) to its offer of Professional Engineering services established herein. We look forward to continuing our service to the City of Stuart.

Should you have any questions or require additional information, please feel free to contact me at 772-462-2455 or by e-mail at rodkennedy@edc-inc.com at your convenience.

Sincerely,

Roderick J. Kennedy, P.E.
President

RJK/nls

Corporate Seal

Incorporated under the laws of the State of Florida.

ENGINEERING DESIGN & CONSTRUCTION, INC
CIVIL ENGINEERS SPECIALIZING IN LAND DEVELOPMENT
1934 Tucker Court, Fort Pierce, FL 34950 ph:(772) 462-2455 fx:(772) 462-2454
Visit us at: www.edc-inc.com

Tab 1: Qualification Data

Tab 1 – Qualification Data

Project Team:

The organization of our company emphasizes highly qualified personnel and stresses short and direct lines of communication between key EDC staff and our clients. We are a local firm with all of our staff member's being local residents and active within their community. This is a tremendous benefit to have local, experienced personnel. Our staff will provide exceptional service in a timely manner.

Our experts have provided exceptional client service and technical expertise to numerous clients throughout South Florida. This expertise has been applied in rural, residential, commercial, and industrial areas; in both undeveloped and heavily-developed areas. As a full-service consulting firm, we are able to provide the services required to complete your project.

Roderick J. Kennedy, P.E., founded Engineering Design & Construction (EDC) in 2003. Mr. Kennedy has provided engineering services to South Florida municipalities and government agencies throughout his 18-year career. That work has spanned the entire breadth of civil engineering (water, wastewater, stormwater, roadway, and drainage) and stretched geographically over the much of the state. Hallmarks of EDC's service to their clients include a commitment to the highest quality, availability and responsiveness, and consideration for the client's time and resources (as though they were their own).

EDC's key clients have included Core Communities, KB Homes, Mercedes Homes, St. Lucie Battery & Tire, Fidelity Federal Bank & Trust (PNC Bank), Fort Pierce Utilities Authority, and many other corporations and individuals.

Engineering Design & Construction, Inc. has also provided many engineering related services in St. Lucie County, the City of Port St. Lucie, the City of Fort Pierce, and the City of Stuart.

Specific tasks related to EDC's previous experience and assignments include all aspects of engineering services including:

- **Design**: EDC has worked on a wide array of design assignments ranging from industrial sites to school yards, commercial sites, residential subdivisions and other land development tasks.

- **Permitting**: EDC has been involved with all aspects of the permitting process. We have been involved with the Florida Department of Environmental Protection, the Florida Department of Transportation, the South Florida Water Management District and North St. Lucie River Water Control District, with respect to new permits and permit revisions.

- **Cost Estimating, Scheduling and Bidding**: Accurate cost information, project scheduling and competitive bidding are critical components vital to reduce risks and maximize the potential for achieving successful results on any design project. Based on our list of successful projects, EDC has proven their ability to transform a final design product into a successful construction product. EDC has achieved such results by providing careful attention to project cost estimating and aggressive solicitation of qualified contractors on their projects to achieve the lowest competitive construction cost.

- **Construction Management**: As a result of our construction experience, EDC realizes that aggressive and detailed construction management is extremely important to ensure the final design product achieves the desired results upon construction completion. Key elements towards this successful approach include clear, defined, and responsive clarification when requested from the contractor, continuous monitoring and updating of the contractor's construction schedule to track project progress, continuous site inspections and responsive, fair, and aggressive resolution of conflicts.

Similar Experience:

We provide a broad range of engineering and planning services to both the public and private sector clients, including:

- Utility System Design
- "MSBU" Projects
- Construction Observation
- Permitting
- Cost Estimating
- Traffic Engineering and Roadway Design
- Drainage Analysis, Planning, and Design
- Stormwater Management
- Land Development Services
- Administrative Services

References:

See attached letters of recommendation.

Licenses:

See attached licenses.

Notable Projects:

Allapattah Substation – Access, drainage, & utility infrastructure for FPL substation.

Indian River State College – STEM Building – 55,000-sf, 3-story educational building.

Vaccine & Gene Therapy Institute, Florida (VGTI) – 101,000-sf, 3-story medical research facility and associated infrastructure.

Health-Chem Diagnostics, LLC – 98,000-sf medical warehouse / distribution building and associated infrastructure.

St. Lucie Medical Center – 120,000-sf, 4-story medical building and infrastructure.

Southern Grove Master Drainage Model – 3,000-acre Master Drainage Model & Permit.

Pine Trace Residential – 240-unit single-family subdivision and development.

Selvitz Road Force Main – 1 mile of 16" force main design and permitting.

St. Lucie County MSBU – Inspection of water installation for 2,500-home subdivision.

Chesterbrook Academy – 10,000-sf day-care facility and associated infrastructure.

Fountainview Plaza – 160,000-sf multi-building, multi-use complex on 15 acres.

City of Stuart Wastewater Evaluation – Evaluation of northern utility basin.

City of Fort Pierce – Drainage rehab on existing neighborhood.

Heritage Grande – 440-unit single and multi-family subdivision and development.

St. Lucie West Country Club – Evaluation of existing pavement and recommendation on method of repair for future budgeting.

National City Bank (PNC Bank) – Development of a 12,000-sf bank and infrastructure.

Okeechobee Crossings – Development of an 8-acre parcel to include a Walgreens, bank, and fast food establishment.

FPUA 16" Water Main Replacement – Design, permitting, and certification of over 7 miles of 16" water main replacement on South Hutchinson Island.

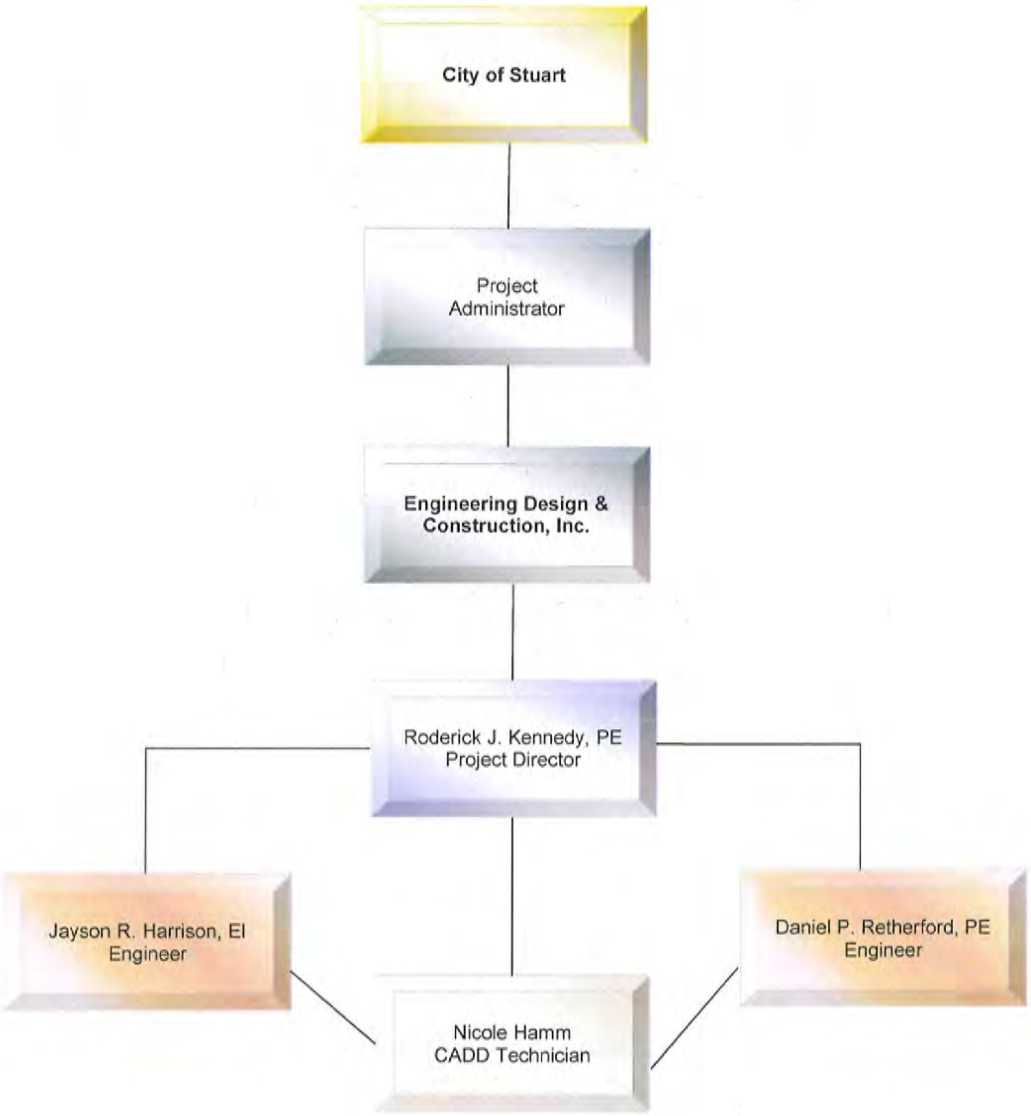
Tradition Master Control Structure – 60-ft wide weir to control surface water discharge from a 2,500-acre development.

Snake Road Auto Salvage – 6,000-sf office building for a 14-acre salvage yard

Sawgrass Commercial Center – 60,000-sf office and warehouse development consisting of five buildings on a 5-acre parcel.

Port St. Lucie Botanical Garden – 20-acre botanical garden with walking trails and water features.

Project Organizational Chart



EDC
Civil Engineers

Resume

Roderick J. Kennedy, P.E., LEED ®AP
President

1934 Tucker Court
Fort Pierce, Florida
Ph: 772-462-2455
Cell: 772-201-0197
rodkennedy@edc-inc.com

Professional Record

Mr. Kennedy has been working in the Treasure Coast for over 18 years. His experience covers all aspects of civil engineering land development. He is President of the civil engineering firm of Engineering Design & Construction, Inc. (EDC, Inc.) located and established in St. Lucie County, Florida.

Mr. Kennedy's extensive career has been exposed to all facets of civil engineering land development to include design, permitting, local approvals, construction inspection, modeling, project representation, due diligence, report writing, engineering reports, HOA representation and other miscellaneous services.

Mr. Kennedy's involvement with local professional affiliations exposes him to the most recent political atmosphere and ever-changing approval requirements thus allowing him to provide valuable recommendations to his clientele. He is currently serving on St. Lucie County's Chamber of Commerce Board of Directors and looks forward to his continued commitment to community involvement.

As President of EDC, Inc., his responsibilities include typical Owner functions to include daily operation, marketing, budgeting, employee management, project management, and technical expertise. The challenges of Ownership continue to test his skills but the message he sends his employees and clients is simple. Build an engineering firm that is considered an industry leading company for providing employee satisfaction. Ultimately, this atmosphere will continue to encourage our staff to provide the highest level of CLIENT services leading to long-term relationships.

Education

LEED ®AP, TREEO Center, University of Florida
University of Central Florida. Orlando, FL. – Bachelors of Science in Civil Engineering
Indian River State College. Fort Pierce, FL. – Associate in Arts, Pre-Engineering

Registrations

LEED ®AP Certified
Professional Engineer, State of Florida, PE # 56218
Professional Real Estate License, SL # 3020440
U.S. Merchant Officer License, SN # 1115655

Professional Affiliations

American Society of Civil Engineers
Florida Engineering Society
American Water Works Association
St. Lucie County Leadership, Class XVIII
St. Lucie County Chamber of Commerce Board of Directors
Economic Development Council of St. Lucie County
Fort Pierce Rotary Club
Harvest Food & Outreach Board of Directors

Notable Projects

D-9 Canal – This CDBG project entailed the reconstruction of a 1.2-mile canal. The project included double gabion baskets in replace of an existing steep canal bank. The baskets allow better stormwater flow and easier future maintenance by flattening the canal banks and installing six-foot tall baskets.
ref: Diana Wesloski, SLC Housing, 772-462-2375

PGA Village POA – 3,000-acre development, currently Master Stormwater Modelers, senior project manager and QA/QC
ref: Domenic Montemurro, PGA Village POA, 772-467-1503

Southern Grove Master Drainage Model – 3,000-acre Master Drainage Model & Permit
ref: Darren Weimer, Tradition Development Company, LLC, 772-340-3500

Western Grove Master Drainage Model – 2,000-acre Master Drainage Model & Permit
ref: Darren Weimer, Tradition Development Company, LLC, 772-340-3500

Tradition – 1,500-acre community entailing all facets of Civil Engineering
ref: Darren Weimer, Tradition Development Company, LLC, 772-340-3500

South Carolina Avenue – Roadway enhancement and drainage improvement plan rehabilitating 1,000 feet of roadway
ref: Marc Rogolino, City of Stuart, 772-221-4700 x5440

Pine Trace Residential – 240-unit single-family subdivision and development
ref: Bill Orazi, 772-370-5870

Heritage Grande – 440-unit single and multi-family subdivision and development
ref: Bill Orazi, 772-370-5870

St. Lucie West Country Club – Evaluation of existing pavement and recommendation on method of repair for future budgeting
ref: Byron Goin, Vista Properties, 772-562-9031 ext 167

Club Med – Continuous improvements to the 210-acre Club Med facility
ref: Skip Spencer, 954-661-5342

Digital Domain Studio Facility – 115,000-sf, 2-story office and production facility in Tradition with all associated infrastructure
ref: Pat Pindilli, Straticon Construction Services, 772-204-5093

Indian River State College – STEM Building – 55,000-sf, 3-story educational building
ref: E. Allen Bottorff, IRSC, 772-462-7360

Vaccine & Gene Therapy Institute, Florida (VGTI) – 101,000-sf, 4-story medical research facility and associated infrastructure
ref: Doug Ruth, Whiting-Turner Contracting Company, 813-287-9700

St. Lucie County MSBU – Inspection of water installation for 2,500-home subdivision
ref: Barbara Guettler, St. Lucie County, 772-462-1100

City of Fort Pierce – Drainage rehab on existing neighborhood
ref: Tracy Telle, City of Fort Pierce, 772-460-2200

EDC
Civil Engineers

Resume

Daniel P. Retherford, P.E.
Senior Project Engineer / Senior Project Manager

1934 Tucker Court
Fort Pierce, Florida
Ph: 772-462-2455
Cell: 772-224-9826
dannyretherford@edc-inc.com

Professional Record

Mr. Retherford has been working in the Treasure Coast for over 17 years. His experience covers all aspects of civil engineering land development. He is a senior project engineer / senior project manager for the civil engineering firm of Engineering Design & Construction, Inc. (EDC, Inc.) located and established in St. Lucie County, Florida.

Mr. Retherford's areas of special interest include in-depth knowledge of water and sewer modeling, ICPR stormwater modeling, ESRI GIS analysis, and underground utility design.

As senior project engineer / project manager for EDC, Inc., his responsibilities and typical functions include project management, precise calculations, quality control, cost estimating, project design, field inspections, and project certifications.

Education

Safety Links, Inc. Orlando, FL. – FDOT MOT Intermediate
University of Central Florida. Orlando, FL. – Bachelors of Science in Civil Engineering
Indian River State College. Fort Pierce, FL. – Associate in Arts, Pre-Engineering

Registrations

Professional Engineer, State of Florida, PE # 72451
Florida Dept. of Transportation, Maintenance of Traffic Intermediate, # 3562

Professional Affiliations

American Water Works Association
Kiwanis Club of Fort Pierce

Notable Projects

PGA Village POA – 3,000-acre development, currently Master Stormwater Modelers, senior project manager / engineer and QA/QC
ref: Domenic Montemurro, PGA Village POA, 772-467-1503

Versailles @ Wellington – Evaluation of existing residential subdivision and clubhouse
ref: Dave Rosenberg, President of HOA, 561-744-7787

Southern Grove Master Drainage Model – 3,000-acre Master Drainage Model & Permit
ref: Darren Weimer, Tradition Development Company, LLC, 772-340-3500

Western Grove Master Drainage Model – 2,000-acre Master Drainage Model & Permit
ref: Darren Weimer, Tradition Development Company, LLC, 772-340-3500

Tradition – 1,500-acre community entailing all facets of Civil Engineering
ref: Darren Weimer, Tradition Development Company, LLC, 772-340-3500

Digital Domain Studio Facility – 115,000-sf, 2-story office and production facility in Tradition with all associated infrastructure
ref: Pat Pindilli, Straticon Construction Services, 772-204-5093

Indian River State College – STEM Building – 55,000-sf, 3-story educational building
ref: E. Allen Bottorff, IRSC, 772-462-7360

Vaccine & Gene Therapy Institute, Florida (VGTI) – 101,000-sf, 4-story medical research facility and associated infrastructure
ref: Doug Ruth, Whiting-Turner Contracting Company, 813-287-9700

Club Med – Continuous improvements to the 210-acre Club Med facility.
ref: Skip Spencer, 954-661-5342

Health-Chem Diagnostics, LLC – 98,000-sf medical warehouse / distribution building and associated infrastructure
ref: Jeff Peal, Stiles Architectural Group, 954-627-9180

Selvitz Force Main Replacement – 1 mile of 16" force main design and permitting
ref: Bo Hutchinson, Fort Pierce Utilities Authority, 772-466-1600

St. Lucie County MSBU – Inspection of water installation for 2,500-home subdivision
ref: Barbara Guettler, St. Lucie County, 772-462-1100

City of Fort Pierce – Drainage rehab on existing neighborhood
ref: Tracy Telle, City of Fort Pierce, 772-460-2200

PNC Bank (National City Bank) – Development of a 12,000-sf bank and infrastructure
ref: Dan Turk, PNC Bank, 561-379-7700

Okeechobee Crossings – Development of an 8-acre parcel to include a Walgreens, bank, and fast food establishment
ref: Kerry-Ann Wilson, RAM Development, 561-282-4633

FPUA Lift Station "A" Locates – GPS data collection and data manipulation for regional lift station basin analysis
ref: Javier Cisneros, FPUA, 772-466-1600

FPUA 16" Water Main Replacement – Design, permitting, and certification of over 7 miles of 16" water main replacement on South Hutchinson Island
ref: Bill Thiess, FPUA, 772-466-1600

Paul Jacquin & Sons, Inc., Lots 10-12 – Design and permitting of three tracts within an established industrial park
ref: Danielle Sullivan, PJSI, 772-465-2475

Harbourside Condos – Analyze and prepare remedial action plan for a deficient air conditioning condensate system that serves a 125-unit condominium
ref: Bob Whitehead, Elliott Merrill, bob@elliottmerrill.com

EDC
Civil Engineers

Resume

Jayson R. Harrison, E.I.
Project Engineer

1934 Tucker Court
Fort Pierce, Florida
Ph: 772-462-2455
jaysonharrison@edc-inc.com

Professional Record

Mr. Harrison has over 9 years of experience in civil design, permitting, and construction in St. Lucie and Martin Counties. He has design experience with numerous commercial and residential projects. He is a Project Engineer for the civil engineering firm of Engineering Design & Construction, Inc. (EDC) located and established in St. Lucie County, Florida. Along with Mr. Harrison' extensive design experience he has served as CEI Inspector for many notable projects including the Vaccine and Gene Therapy Institute (VGTI) and the Indian River State College STEM Building located at the St. Lucie West campus in Port St. Lucie.

Education

Florida Atlantic University. Boca Raton, FL. – Bachelor of Science, Civil Engineering
Indian River State College. Fort Pierce, FL. – Associate in Arts, Pre-Engineering
Indian River State College. Fort Pierce, FL. – Associate in Science, Drafting and Design Technologies

Registrations

Engineering Intern, State of Florida, EI # 1100017376

Professional Affiliations

American Society of Civil Engineers / FAU Student Chapter
Florida Engineering Society

Notable Projects

PGA Village POA – 3,000-acre development, currently Master Stormwater Modelers, senior project manager and QA/QC
ref: Domenic Montemurro, PGA Village POA, 772-467-1503

Southern Grove Master Drainage Model – 3,000-acre Master Drainage Model & Permit
ref: Darren Weimer, Tradition Development Company, LLC, 772-340-3500

Western Grove Master Drainage Model – 2,000-acre Master Drainage Model & Permit
ref: Darren Weimer, Tradition Development Company, LLC, 772-340-3500

Tradition – 1,500-acre community entailing all facets of Civil Engineering
ref: Darren Weimer, Tradition Development Company, LLC, 772-340-3500

Digital Domain Studio Facility – 115,000-sf, 2-story office and production facility in Tradition with all associated infrastructure
ref: Pat Pindilli, Straticon Construction Services, 772-204-5093

Indian River State College – STEM Building – 55,000-sf, 3-story educational building
ref: E. Allen Bottorff, IRSC, 772-462-7360

Vaccine & Gene Therapy Institute, Florida (VGTI) – 101,000-sf, 4-story medical research facility and associated infrastructure
ref: Doug Ruth, Whiting-Turner Contracting Company, 813-287-9700

Port St. Lucie Botanical Garden – 20-acre botanical garden with walking trails and water features
ref: Bradley Keen, City of Port St. Lucie, 772-878-2277

Health-Chem Diagnostics, LLC – 98,000-sf medical warehouse / distribution building and associated infrastructure
ref: Jeff Peal, Stiles Architectural Group, 954-627-9180

Tradition Master Control Structure – 60-ft wide weir to control surface water discharge from a 2,500-acre development
ref: Darren Weimer, Tradition Development Company, LLC, 772-340-3500

Snake Road Auto Salvage – 6,000-sf office building for a 14-acre salvage yard
ref: Phil Everett, Everett Brothers Recycling, Inc., 772-287-2060

Chesterbrook Academy – 10,000-sf daycare facility and associated infrastructure
ref: Barry Reed, Broeren-Russo, 561-613-0104

Sawgrass Commercial Center – 60,000-sf office and warehouse development consisting of five buildings on a 5-acre parcel
ref: Lee Kimmel, SDG, Inc., 772-201-1487

Selvitz Force Main Replacement – 1 mile of 16" force main design and permitting
ref: Bo Hutchinson, Fort Pierce Utilities Authority, 772-466-1600

St. Lucie Medical Center – 120,000-sf, 4-story medical building and infrastructure
ref: Jason C. Rejune, The Greenfield Group, 561-392-6662

City of Fort Pierce – Drainage rehab on existing neighborhood
ref: Tracy Telle, City of Fort Pierce, 772-460-2200

PNC Bank (National City Bank) – Development of a 12,000-sf bank and infrastructure
ref: Dan Turk, PNC Bank, 561-379-7700

Okeechobee Crossings – Development of an 8-acre commercial parcel to include a Walgreens, a local bank, a restaurant and a future commercial center
ref: Kerry-Ann Wilson, RAM Development, 561-282-4633

Pine Trace Residential – 240-unit single family subdivision and development
ref: Bill Orazi, 772-370-5870

Heritage Grande – 440-unit single and multi-family subdivision and development
ref: Bill Orazi, 772-370-5870

Neill Farms – 212-unit single and multi-family subdivision and development
ref: Bill Orazi, 772-370-5870

EDC
Civil Engineers

Resume

Nicole Hamm
AutoCADD Designer

1934 Tucker Court
Fort Pierce, Florida
Ph: 772-462-2455
nicolehamm@edc-inc.com

Professional Record

Ms. Hamm has over 10 years of experience in the civil engineering and construction field throughout several counties in Florida including St. Lucie, Orlando and Martin Counties. She has design experience with numerous commercial and residential projects. She is currently an AutoCAD Designer and Technician for the civil engineering firm of Engineering Design & Construction, Inc. (EDC) located and established in St. Lucie County, Florida.

Education

Indian River State College. Fort Pierce, FL. – Associate in Arts, Pre-Med
University of Central Florida. Orlando, FL. – Bachelors of Science, Microbiology and Molecular Biology

Notable Projects

PGA Village POA – 3,000-acre development, Master Stormwater, Lake Reports and Sable Creek Drainage Assessment.
ref: Domenic Montemurro, PGA Village POA, 772-467-1503

Tradition – 1,500-acre community entailing all facets of civil engineering and design
ref: Joe Capra, Captec Engineering, Inc., 772-692-4344

Quantum Park Overlay Dependent District – Storm Sewer Assessment
ref: Eugene Gerlica, Gerlica Inc., 772-971-9491

Sunlight Community Church, – 37,000 SF Addition
ref: Scott Vander Ploeg, Pastor, Sunlight Community Church, 772-879-6326

Indian River State College – River Hammock – Student Housing
ref: E. Allen Bottorff, IRSC, 772-462-7360

Vaccine & Gene Therapy Institute, Florida (VGTI) – Vivarium Addition
ref: Tony Harding, Whiting-Turner Contracting Company, 813-287-9700

State of Florida

Board of Professional Engineers

Attests that

Engineering Design & Construction, Inc.

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015
Audit No: 228201500395

Certificate of Authorization

CA Lic. No: 9935

State of Florida

Board of Professional Engineers

Attests that

R.J. Kennedy, P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2015

Audit No: 228201504799

P.E. Lic. No:

56218

GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Rod Kennedy

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

LEED AP ™

Chairman	December 17, 2008 Date Issued	Peter Templeton, President

Printed on 50% bamboo fibers / 50% post-consumer fibers with vegetable based inks.

State of Florida

Board of Professional Engineers

Attests that

Daniel Paul Retherford, P.E.

FBPE

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2015

Audit No: 228201505116

P.E. Lic. No:

72451

This Certifies that

Daniel Retherford

Has Completed a Florida DOT approved Maintenance of Traffic Intermediate course on 7/12/2013

Date Expires: 7/12/2017 **Certificate #:** 3562
Instructor: Roy Weddle **FDOT Provider #** 110

Safety Links Inc
Ph/ Fax (800) 768-7036
4602 35th Street, Unit 400, Orlando, FL 32811
www.safetylinks.net
info@safetylinks.net

Safety Links Inc

Safety Links, your essential link to safety preparation!

State of Florida

Board of Professional Engineers

Jayson Robert Harrison

Has satisfactorily demonstrated qualifications in engineering, fundamentals, technical subjects, mathematics and basic sciences and is hereby recognized as an:

Engineer Intern

No. 1100017376

In Testimony whereas, witness the signature of the Chair under the seal of the Board this 23 day of May, 2013.

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Warren Holton P.E.
Chair

FBPE

Audit No. 22820150468

CITY OF FORT PIERCE
BUSINESS TAX RECEIPT

No. 14-00016812

2013 - 2014

100 N. U.S. # 1 - Fort Pierce, FL - 34950
772-460-2200 ext 371 or 372

BUSINESS NAME: ENGINEERING DESIGN & : ENGINEERING DESIGN &
PRINCIPAL

MAILING ADDRESS: CONSTRUCTION, INC.
1934 TUCKER CT
FT PIERCE FL 34950

LOCATION: 1934 TUCKER CT

PHONE: 462-2453

may hereby engage in the following business, profession or occupation.

CLASSIFICATION: 083 ENGINEERS
CIVIL ENGINEERING/LAND DEVELOPMENT
SERVICES, DESIGN, PERMITS, APPROVALS,
INSPECTIONS.

IN THE CITY OF FORT PIERCE, FLA. FOR THE PERIOD BEGINNING ON THE 1ST DAY OF OCTOBER AND ENDING SEPTEMBER 30.

ISSUED AUGUST 05 2013

Cassandra Steele (SEAL) CITY CLERK

This Receipt becomes null and void if business name, classification, ownership or address is changed.

I understand and agree that issuance of a Business Tax Receipt **does not** allow occupancy, nor exempt the possessor from compliance with any City Code or Ordinance. Receipt may be revoked in accordance with Section 9-29.

TAX AMOUNT	$ 121.38
NEW / RENEWAL FEE	$ 5.00
PENALTY	$ .00
TOTAL	$ 126.38

THIS RECEIPT MUST BE PROMPTLY POSTED FOR PUBLIC VIEW

2013 / 2014 **ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT** RECEIPT # 8911-20040001

CHRIS CRAFT, ST. LUCIE COUNTY TAX COLLECTOR

EXPIRES SEPTEMBER 30, 2014

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 1

TYPE OF BUSINESS 8911 ARCHITECT/ENGINEER/LAND SURV (CIVIL ENGINEERING)

BUSINESS/ Roderick J Kennedy

DBA NAME Engineering Design & Const.

MAILING ADDRESS Roderick J Kennedy
1934 Tucker Court
Fort Pierce, FL 34950

BUSINESS LOCATION 1934 Tucker Court
Fort Pierce, FL 34950

City of Fort Pierce

STATE LIC: 9935

RENEWAL	
ORIGINAL TAX	$15.10
PENALTY	
COLLECTION COST	
TOTAL	$15.10

Paid 07/10/2013 15.10 0019-20130710-007834

State of Florida
Department of State

I certify from the records of this office that ENGINEERING DESIGN & CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on April 15, 2003, effective April 15, 2003.

The document number of this corporation is P03000042375.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 28, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this is the Twenty eighth day of January, 2013

Ken Detzner

Secretary of State

Authentication ID: CC0364801385

To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

ENGINEERING DESIGN & CONSTRUCTION, INC.

Filing Information

Document Number	P03000042375
FEI/EIN Number	200166131
Date Filed	04/15/2003
State	FL
Status	ACTIVE
Effective Date	04/15/2003
Last Event	AMENDMENT
Event Date Filed	06/10/2004
Event Effective Date	NONE

Principal Address

1934 TUCKER COURT
FT. PIERCE, FL 34950 UN

Changed: 01/09/2012

Mailing Address

1934 TUCKER COURT
FT. PIERCE, FL 34950

Changed: 01/04/2007

Registered Agent Name & Address

KENNEDY, RODERICK J
1934 TUCKER COURT
FT. PIERCE, FL 34950

Name Changed: 06/10/2004

Address Changed: 01/04/2007

Officer/Director Detail

Name & Address

Title PSVT

KENNEDY, RODERICK J

1934 TUCKER COURT
FT. PIERCE, FL 34950

Annual Reports

Report Year	Filed Date
2012	01/09/2012
2013	01/28/2013
2014	01/13/2014

Document Images

01/13/2014 -- ANNUAL REPORT	View image in PDF format
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01/09/2012 -- ANNUAL REPORT	View image in PDF format
01/19/2011 -- ANNUAL REPORT	View image in PDF format
01/07/2010 -- ANNUAL REPORT	View image in PDF format
01/16/2009 -- ANNUAL REPORT	View image in PDF format
01/07/2008 -- ANNUAL REPORT	View image in PDF format
01/04/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2006 -- ANNUAL REPORT	View image in PDF format
01/06/2005 -- ANNUAL REPORT	View image in PDF format
06/10/2004 -- Amendment	View image in PDF format
06/10/2004 -- Off/Dir Resignation	View image in PDF format
06/10/2004 -- Reg. Agent Change	View image in PDF format
01/12/2004 -- ANNUAL REPORT	View image in PDF format
10/27/2003 -- Amendment	View image in PDF format
04/15/2003 -- Domestic Profit	View image in PDF format

CITY OF PORT ST. LUCIE

PARKS & RECREATION

"A CITY FOR ALL AGES"

July 30, 2008

Dear Sir/Madam,

This letter of recommendation is written with regard to my professional experience working with the staff of Engineering Design and Construction, Inc. (EDC). EDC provided design and permitting services for the City's Botanical Gardens Project. I found the staff of EDC to be knowledgeable, competent and professional at all times. Their services were delivered on time and within budget with no requests for change orders.

Based on my experience with EDC, Inc., I would not hesitate to recommend them to any agency seeking a highly qualified and experienced professional engineering firm.

Sincerely,

Bradley R. Keen, CPRP
Project Manager
City of Port St. Lucie
Parks & Recreation Department

2195 SE Airoso Boulevard • Port St. Lucie, FL 34984-5099 • 772-878-2277 • Fax 772-871-5290 • TDD 772-878-2277

BOARD OF
COUNTY
COMMISSIONERS

ST. LUCIE COUNTY
FLORIDA

PUBLIC WORKS
DEPARTMENT

July 24, 2008

To Whom It May Concern:

EDC, Inc. has designed several potable water improvement projects for St. Lucie County's MSBU program. Each of these projects had existing issues which could have proven problematic had it not been for EDC's innovative thinking. EDC not only listened to what was presented to them at the initial meetings, they also took it upon themselves to consult with other county departments avoiding possible cost increases. EDC has gone above and beyond what was expected of them in order to efficiently design these projects while saving the taxpayer's money. We have had exceptionally fine dealings with EDC, Inc. I would not hesitate to recommend them.

Sincerely,

Barbara Guettler

Barbara Guettler
MSBU Assistant

JOSEPH E. SMITH, District No. 1 • DOUG COWARD, District No. 2 • PAULA A. LEWIS, District No. 3 • CHARLES GRANDE, District No. 4 • CHRIS CRAFT, District No. 5
County Administrator - Douglas M. Anderson
2300 Virginia Avenue • Ft. Pierce, FL 34982
Public Works: (772) 462-1485 • FAX (772) 462-2362
Division of Engineering: (772) 462-1707 FAX 462-2362 • Division of Road & Bridge: (772) 462-2511 FAX 462-2363
www.co.st-lucie.fl.us

FORT PIERCE UTILITIES AUTHORITY

"Committed to Quality"

113 N. 2nd Street (34950)
Post Office Box 3191
Fort Pierce, FL 34948-3191

Telephone: (772) 466-1600, Ext. 3480
Fax: (772) 489-0396
E-Mail: bhutchinson@fpua.com

June 6, 2008

To Whom It May Concern:

Engineering Design and Construction, Inc. (EDC) is one of the Fort Pierce Utilities Authority's (FPUA) Continuing Engineering Services Groups. Some examples of the work that EDC has performed for FPUA are listed below.

- EDC has performed a centralized gravity sewer and force main basin study to assist FPUA Water/Wastewater Engineering in adopting a master plan for the Midway-Bell gravity sewer service area.

- Currently, EDC is performing all-inclusive engineering design and construction management services for a 12-inch force main along Selvitz Road. This is a federal grant-funded project and therefore is subject to an aggressive schedule. To date, EDC has met all project milestones to ensure project completion within federal guidelines.

- EDC has indirectly performed various engineering tasks for FPUA through developer-driven construction as well. These tasks include master lift station service area planning to ensure continuity between several developers and the design of a 24-inch force main that will carry wastewater flows to the proposed FPUA Mainland Water Reclamation Facility.

EDC has consistently performed engineering services in a professional and timely manner. EDC has addressed our concerns with a very proactive approach and the finished products have always met or exceeded our expectations. FPUA Water/Wastewater Engineering staff highly recommends EDC for utility consultation services and will utilize them for our future needs.

Sincerely,

Bo Hutchinson
Environmental Engineer
Water/Wastewater Engineering

ec: Timothy E. Perkins, P.E., Director of Water and Wastewater Systems

L:\Correspondence\06-06-08-EDC reference letter.doc

DiFrancesco Construction, Inc.

Michael DiFrancesco
President
License #RR0060892

8840 Lonesome Pine Trail
Fort Pierce, Fl 34945

Home (772) 465-8231
Mobile: 201-7797
Fax: 465-7873

27 June 07

Dear Rod,

I would like to give a big thank you to you and your firm, EDC, for a job well done. In and out of the field you and your staff showed the professionalism that all builders and developers should hope to enjoy when building a development.

My latest development project, Osceola Estates II went just as smooth as the first one you processed for me. Both developments came in at budget and actually a little ahead of time.

Thanks again for making the experience both professional and pleasant and I would certainly recommend you and your firm for any civil engineering services needed. Again many thanks.

Sincerely

MICHAEL DIFRANCESCO

PRESIDENT DIFRANCESCO CONST INC.

PRESIDENT INDIAN RUN DEVELOPMENT.

To Whom It May Concern:

I would like to provide you with my recommendation for EDC, Inc. to perform engineering services for various improvements as it relates to civil engineering. EDC, Inc has performed stormwater and utility master planning as well as site civil work for Core Communities, LLC. Their diverse staff recognizes the need for quality work and commitment to the schedule. Our stormwater master planning, design and permitting has progressed smoothly. I can only attribute the quality and efficiency to the experience and relationships that EDC, Inc. has developed.

I'm confident that your experience with EDC, Inc. will be rewarding.

Sincerely,

Darren M. Weimer

Darren M. Weimer, P.E.
Director of Development
Core Communities, LLC

Swallowtail Enterprises
2036 Magnolia Lane
Vero Beach, Fl. 32963
Ph. (772) 528 – 7821
Fax (772) 468 – 1061

To Whom it May Concern:

Engineering Design and Construction, Inc has been performing civil engineering work for me on multiple parcels through out St. Lucie County. It has been our experience that this firm is technically proficient, highly efficient, and performs in a timely, responsibly and economically manner. I highly recommend their services, and based on my past experience, they will not disappoint your expectations.

Mr. Kennedy has met every deadline given to him and his company to date. In all, he has completed or is currently working on a sum of three projects totaling 674 acres.

Sincerely,

Dean Dekker, Managing Member

Excellence in Education
The School Board of St. Lucie County
4204 Okeechobee Road
Fort Pierce, Florida 34947 • (772) 429-3600

Board Members
Dr. Judi Miller, Chairman
Kathryn Hensley, Vice Chairman
Dr. John Carvelli
Dr. Samuel S. Gaines
Carol A. Hilson
Superintendent
Michael J. Lannon

January 3, 2006

Karl Guettler, Dean Auxiliary Services and Facility Planning
Indian River Community College
3209 Virginia Avenue
Fort Pierce, FL 34981-5596

Subject: Reference for Engineering Design & Construction, Inc.

Dear Mr. Guettler:

This letter of recommendation is written regarding our experiences with Engineering Design & Construction, Inc. (EDC). They have provided design and contract administration of the paving, drainage, water and sewer improvements for a new bus loop and campus expansion of a 5th grade wing at Port St. Lucie Elementary School for the School Board of St. Lucie County.

The project for which EDC was responsible was completed with a high degree of competency and professionalism. Also, the services were provided in a timely manner and within budget without any requests for change orders for their services. I have personally worked on projects with Rod Kennedy since 1995 and have always been able to rely on him for guidance and direction for site design and construction administration without any hesitation.

Based on my experience with EDC, I recommend them to provide civil engineering design and contract administration services for any project. Based upon my experience, EDC brings a great deal of energy, enthusiasm and a cooperative team spirit to the table.

If you have any further questions, please contact me at your convenience at (772) 429-3640.

Sincerely,

Marty E. Sanders, P.E.
Executive Director Growth Management, Land Acquisition & Inter-Governmental Relations

MES/mtf
C:\Documents and Settings\MSA1119\My Document\letter of recommendation-Rod Kennedy.doc

SDG

SOVEREL DEVELOPMENT GROUP

January 2, 2006

To Whom It May Concern:

Engineering Design & Construction, Inc. has worked with Soverel Development on several commercial projects in the past 2 years. They have been instrumental in the planning and approval process.

EDC has been effective in helping navigate the lengthy, beaurocratic process of site plan approval. They have concise knowledge of local and state government policies and procedures. Everyone at EDC seems to have a good working relationship with individuals at all levels of the engineering and construction processes.

I have found Rod Kennedy and his staff to always be professional and available to answer any questions. All reports and submittals deadlines have been met in a timely fashion. I would, without reservation recommend EDC for the engineering services that you may require.

Respectfully,

Bret Soverel
President

2849 SW. 42ND AVE. PALM CITY, FL. 34990 772-463-1550 (OFFICE) 772-463-1505 (FAX)

Volvo Rents
1449 NW Commerce Centre Parkway
Port St. Lucie, Florida 33986
Fax 561 575 6922
Mobile 772-260-8337

December 26, 2005

Reference: Engineering Design & Construction, Inc.

To whom it may concern:

We hired EDC in March 2004 to design the Volvo Rents site for our heavy equipment rental business in Port St. Lucie, Florida.

EDC has played a pivotal role in providing not only a sound engineering design, but also the support efforts required in obtaining the permits and dealing with its formalities which is so much part of the construction business today. The company always had a positive disposition in overcoming problems and meeting dead line requirements.

Subsequent to the engineering plans, we decided in hiring EDC to provide inspection services during the construction phase. EDC offered a greater degree of confidence to us in ensuring that the work conforms to the requirements contained in the approved drawings, specifications and agency permits.

In light of EDC's performance and ability to take a job from seed to flower, EDC has already started working on the civil engineering plans of our Volvo Rents branch in the city of Palm Beach.

Should you have any questions, or need further clarifications, please do not hesitate to contact the undersigned. I remain,

Sincerely,

Julio E. Valladares
Vice President and General Manager
Casco Rental, LLC.

BUCCANEER
DEVELOPMENT, INC.

December 22, 2005

Mr. Rod Kennedy
Engineering Design & Construction, Inc.
101 N. 4th Street Suite 120
Ft. Pierce, FL 34950

Re: Letter of Recommendation

Dear Rod:

I understand that you are applying to provide engineering services to IRCC. As you have recently provided similar engineering services to Buccaneer Development, Inc., I wanted to convey to other potential clients of EDC our recommendation for your services. EDC has consistently performed on Buccaneer projects in a timely manner and with the requisite design expertise in ensuring that there are "no surprises" as we proceed through the entitlement process in securing the approvals required to develop our project.

We look forward to working with EDC once again on our future projects.

Sincerely,

Jonathan D. Griffis
Principal

5690 DTC Blvd. Suite 285 W Greenwood Village, Colorado 80111 Phone: 303-531-7900 Fax: 303-531-7901

Tab 2: Task Approach

Tab 2 – Task Approach

An essential component of any successful project is proper project planning. Engineering Design & Construction, Inc. (EDC) is committed to producing quality, cost-efficient products within performance schedules. To this end, we implement techniques and structures that force deadlines to be met in an efficient manner.

Key management elements and their application to complete all phases of any successful program include:

- Initial planning and coordination to outline internal and external tasks.
- Proper distributions of current and near workloads to ensure key team members are available for assigned tasks.
- Effective communication between all parties. This involves holding regular team meetings and distributing meeting minutes so all parties can review assigned tasks and understand their deadlines.
- Using e-mail to maintain daily coordination between all team members.
- Understanding technical options that will be approved by the local Utility so time is not wasted on design considerations that are unrealistic.
- Internally, our policy is to cross-train team members in many aspects of design, writing, presentation, drafting, and client satisfaction.
- We also have a multi-tiered approach to provide quality and project continuance should one team member become unavailable.
- Instituting an effective QA/QC program so mistakes are found before submissions to the client and regulatory agencies.

The experience gained by our team over the years on a vast array of projects of varying sizes and complexities has led to the development of effective project management and control techniques which are routinely employed by our staff on all projects.

Tab 3: Past Performance in Similar Activities in Florida

Projects of Similar Nature

Project Name & Location Owner Name & Address	Brief Description	Project Schedule	Amount of Contract
City of Stuart - South Carolina Ave Stuart, FL Marc Rogolino Capital Projects Coordinator, Public Works 121 SW Flagler Avenue Stuart, FL 34994 772-221-4700 x5440	Roadway enhancement and drainage improvement plan rehabilitating 1,000 feet of roadway along with underground drainage structures, curbing and street beautification.	9-12 thru 2-14	$22,815
City of Stuart - Fork Road Stuart, FL Marc Rogolino Capital Projects Coordinator, Public Works 121 SW Flagler Avenue Stuart, FL 34994 772-221-4700 x5440	Roadway and drainage improvement plan for an approximate 800 linear feet of roadway and associated drainage. Project includes permitting and approvals with FDOT.	11-13 -- on-going	$20,445
Indian River State College - S.T.E.M. Building St. Lucie West, FL Anthony J. Donadio Donadio & Associates, Architects, PA 609 - 17th Street Vero Beach, FL 32960 772-794-2929	This project included a 55,000 square-foot, 3-story educational facility on an 8.5-acre lot. This building is actually part of a larger 40-acre campus in St. Lucie West, Florida. The project was targeted to be a LEED Gold project for both site and building design. All aspects of civil design were included such as paving, grading, drainage, utility design, erosion control, a new stormwater pond and integration into an existing campus. Permit approvals through SFWMD, St. Lucie West, FDEP, and the ACOE were received.	5-09 thru 6-13	$105,075

Projects of Similar Nature

St. Lucie County - Culvert Lining Report St. Lucie County, FL Michael Powley, PE, County Engineer 2300 Virginia Avenue Fort Pierce, FL 34982 772-462-1667	Research, evaluate, and inform the County of possible options as it relates to storm culvert lining procedures versus culvert replacement. The intent was to investigate potential cost savings to the County as it deals with an aging infrastructure.	9-13 thru 1-14	$10,180
St. Lucie County - D-9 Canal & Hogpen Slough Improvement Project St. Lucie County, FL Diana Wesloski, Housing Manager 437 North 7th Street Fort Pierce, FL 34950 772-462-2375	D-9 Canal - Project was to provide professional services to include coordination with City of Port St. Lucie staff, surveying, engineering design, permitting, bidding assistance and construction observation engineering services to repair and install erosion protection measures for approximately 7,000 linear feet of the D-9 Canal channel erosion from Bayshore Blvd. to the D-5 Canal within the City. EDC was also responsible to contractor oversight / approvals, construction certifications and close-out assistance. Hogpen Slough - Project was to provide the same professional services as with D-9 Canal for approximately 3,000 linear feet of the Hogpen Slough from Route 1 to Village Green Drive including rehab of the H-60 water control structure along with design for installation of SCADA controlled auto-actuators for the operable gates.	2-11 thru 5-14	$325,760

Projects of Similar Nature

St. Lucie County - Merritt Ditch St. Lucie County, FL Michael Powley, PE, County Engineer 2300 Virginia Avenue Fort Pierce, FL 34982 772-462-1667	Research and evaluate the erosion condition currently being experienced on Merritt Ditch. The focus of the report was specific to a section of ditch located on the downstream side of the Sunrise Boulevard crossing and adjacent to an existing residential home. Further evaluation included the contributing basin flow, adequate pipe sizing, pipe culvert alignment, additional construction activity from the resident, ditch obstruction, and other historical and technical aspects of the area.	7-11 thru 9-11	$18,760
St. Lucie County - Midway Culverts St. Lucie County, FL Michael Powley, PE, County Engineer 2300 Virginia Avenue Fort Pierce, FL 34982 772-462-1667	Survey, inspect, and evaluate all storm culvert crossings along the Midway Corridor between Okeechobee Road and I-95. The intent was to develop an order of precedence for these culverts in order of condition so the County can begin repairing or replacing them in the most appropriate order.	9-13 thru 4-14	$23,340

Projects of Similar Nature

St. Lucie County - Parks Edge Stormwater Drainage Improvement St. Lucie County, FL Diana Wesloski, Housing Manager 437 North 7th Street Fort Pierce, FL 34950 772-462-2375	This project consists of replacement of storm pipes and inlets located throughout the Parks Edge subdivision. The pipe and inlets are located uder existing roadways and across common property lines in between single-family residential lots. The work will be completed within public road right-of-way and easements. The improvements will include adjustments to swales at the tie-ins of pipes to the neighborhood canal and pond areas. All distrubed areas will be restored with sod, pavement, curb & gutter and sidewalks as noted on plans. Project includes all associated permitting.	2-11 -- on-going	$217,595
St. Lucie County - San Lucie Plaza St. Lucie County, FL Christopher Lestrange, Water Quality Manager, Public Works 3071 Oleander Avenue Fort Pierce, FL 34982 772-462-2767	Master drainage plan for a 150-acre project with 60% construction plans, stormwater models - current and post-development, and South Florida Water Management District permitting.	12-11 thru 12-13	$145,190

Tab 4: Familiarity

Tab 4 – Familiarity

Project Standards – At the beginning of the detailed design, specific project standards are established to provide written directions for all project staff, including, but not limited to project scheduling, communications, design criteria, drafting standards, CAD layering standards, specification requirements, client and internal budgetary limits and other factors which may affect the completed project. Established project standards ensure:

- Clear lines of communications. Project Team Meetings.
- A design that meets the needs of the City. Client Involvement.
- Conformance to applicable regulatory standards.
- Clear understanding of project roles by each team member.
- Reductions in time on re-work due to misunderstood objectives or project approach.
- Efforts remain focused on quality, on-time, and on-budget performance.

Project Team Meetings – Clear communication is necessary to ensure all team members remain properly informed of key decisions which may affect work efforts in terms of quality, schedule, budget and cost model impacts. Internal staff team meetings are scheduled on a regular basis with additional meetings between multi-disciplined staff as necessary to focus upon specific issues and to ensure progress is not impeded and all work remains properly coordinated.

Team Member Tasks – As outlined in this project approach, our team members and sub-consultants will be assigned with tasks and deadlines during project team meetings. The results of our product will be reviewed during subsequent meetings with the client. This process forces each of us to perform to the City of Stuart's satisfaction and is periodically reviewed.

CLIENT Involvement / Workshops – The Project Manager, with members of the Project Team, will meet with City staff on a regularly scheduled basis to discuss overall project progress, clarify design requirements, permitting and related management issues. This practice has proven to be a very effective communication tool and provides for early identification and monitoring of time sensitive issues. In addition to the review of progress reports, the meeting includes formal review of the work product at key completion milestones for monitoring of both quantitative and qualitative progress.

Regulatory Conformance – Our team members have been involved with many projects of all magnitudes. We understand the requirements of the Local, State, and Federal Agencies and will be implementing those policies from the initial phases of design.

Quality Control – EDC understands the importance and the need for attention to detail. The most important characteristic of our quality control attitude at EDC is that we realize that the plan is constantly evolving to meet the needs of our client; and providing the best possible service is our best asset for continued service.

Tab 5: Insurance

ENGIN-6 OP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/2014

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
R.V. Johnson Insurance
2041 SE Ocean Blvd
Stuart, FL 34996
R.V. Johnson Agency, Inc.

CONTACT NAME: R.V. Johnson Agency, Inc.
PHONE (A/C, No, Ext): 772-287-3366 FAX (A/C, No): 772-287-4439
E-MAIL ADDRESS: crzaca@rvjohnson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FCCI Insurance Company	20141
INSURER B : Owners Insurance Company	32700
INSURER C : Zenith Insurance Company - FL	
INSURER D : Lloyds	
INSURER E :	
INSURER F :	

INSURED
Engineering Design and Construction Inc.
1934 Tucker Court
Ft Pierce, FL 34950-3954

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Blk addl Ins/ Wai GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			GL0013592	05/18/2014	05/18/2015	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			4945945900	04/26/2014	04/26/2015	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (PER ACCIDENT)	$	
								$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT TAKEN			EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	Z066296210	08/20/2013	08/20/2014	WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Pofessional			13AE039917184	12/04/2014	12/04/2015	Limit:		1,000,000

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

CERTIFICATE HOLDER

CITST01

City of Stuart
City Clerk Dept
121 SW Flagler Avenue
Stuart, FL 34994

CANCELLATION

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

Carol Rzaca

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Tab 6: Conflict of Interest Disclosure Statements

Tab 6 – 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 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 way influencing the competitive arena.

There is no potential conflict of interest, real or apparent, with our firm that we are aware of at this time in association with this project.

Tab 7: Other Information

City of Stuart, FL
121 SW Flagler Avenue
Stuart, FL 34994

PURCHASE ORDER NO. P290405

PAGE NO. 1

VENDOR
1785 FAX: 772-462-2454
ENGINEERING DESIGN & CONSTRUCTION,
1934 TUCKER COURT
FT. PIERCE FL 34950

SHIP TO
STUART W/S GENERAL GOVERNMENT
121 SW FLAGLER AVENUE
STUART, FLORIDA 34994
ATTN: DAVID PETERS

ORDER DATE: 03/09/09	BUYER: W & S GEN GOV	REQ. NO.: 29421	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: TECHNICAL MEMORANDUM	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	NTE	TECHNICAL MEMORANDUM FOR THE NORTH STUART LIFT STATION AND FORCE MAIN CAPACITY ANALYSIS IN ACCORDANCE WITH CONTINUING CONTRACT AND W/A #1.	11140.0000	11,140.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	1670	531	11,140.00	

PAGE TOTAL $ 11,140.00
TOTAL $ 11,140.00

APPROVED BY _____
PURCHASING MANAGER

City of Stuart, FL
121 SW Flagler Avenue
Stuart, FL 34994

PURCHASE ORDER NO. P2013209

PAGE NO. 1

VENDOR
1785 FAX: 772-462-2454
ENGINEERING DESIGN & CONSTRUCTION,
1934 TUCKER COURT
FT. PIERCE FL 34950

SHIP TO
STUART STORMWATER TEAM
920 EAST 10TH STREET
STUART, FLORIDA 34994

ATTN: MILTON LEGGETT

ORDER DATE: 11/02/12	BUYER: STORM WATER TEAM	REQ. NO.: 2013217	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: DRAINAGE	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LT	PROF ENG SVCS FOR SW S. CAROLINA DR DRAINAGE IMPROVEMENTS IN ACCORD W/PROF SVCS AGRMT EXEC ON 9/21/12 BASED ON TASKS 1-6, NTE $12,125.00.	12125.0000	12,125.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	1810	R563	12,125.00	

PAGE TOTAL $	12,125.00
TOTAL $	12,125.00

APPROVED BY _____
DIRECTOR OF PURCHASING

Tab 8: Addenda

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

June 18, 2014
Date

Engineering Design & Construction, Inc.
Firm

ENGINEERING DESIGN & CONSTRUCTION, INC

CIVIL ENGINEERS SPECIALIZING IN LAND DEVELOPMENT

1934 Tucker Court, Fort Pierce, FL 34950 ph:(772) 462-2455 fx:(772) 462-2454

Visit us at: www.edc-inc.com

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
tiverson@ci.stuart.fl.us

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. ClTY'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.

ection 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:

_____
Cheryl White
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

_____
Paul J. Nicoletti
City Attorney

CITY

_____
Troy McDonald
Mayor

WITNESSES:

_____
(Signature)

_____
(Signature)

PROFESSIONAL

_____
(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
XXXXXXXX

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 xxxxx
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 XXXXXXX 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

_____ Date _____
Charles T. Iverson
Procurement Manager

==========

TECHNICAL PROVISIONS OF CONTRACT AND BUDGETARY REQUIREMENTS APPROVED

_____ Date _____
Samuel T. Amerson
Director Public Works

==========

CITY OF STUART

BY: _____ Date _____
Paul Nicoletti
City Manager

==========

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

_____ Date _____
Michael J. Mortell
City Attorney

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

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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"

EXHIBIT 'A'

Position	Hourly Rate
Principal	$140.00
Project Manager	$110.00
CAD Technician	$ 75.00
Clerical	$ 35.00
Subconsultants	
Hydrogeologic	
Electrical	
Surveying	

EXHIBIT D

"INSURANCE AND INDEMNIFICATION"

ENGIN-6 OP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/2014

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
R.V. Johnson Insurance
2041 SE Ocean Blvd
Stuart, FL 34996
R.V. Johnson Agency, Inc.

CONTACT NAME: R.V. Johnson Agency, Inc.
PHONE (A/C, No, Ext): 772-287-3366 FAX (A/C, No): 772-287-4439
E-MAIL ADDRESS: crzaca@rvjohnson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FCCI Insurance Company	20141
INSURER B : Owners Insurance Company	32700
INSURER C : Zenith Insurance Company - FL	
INSURER D : Lloyds	
INSURER E :	
INSURER F :	

INSURED
Engineering Design and Construction Inc.
1934 Tucker Court
Ft Pierce, FL 34950-3954

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Blk addl Ins/ Wai GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			GL0013592	05/18/2014	05/18/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			4945945900	04/26/2014	04/26/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT TAKEN			EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Z066296210	08/20/2013	08/20/2014	WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Pofessional			13AE039917184	12/04/2014	12/04/2015	Limit:	1,000,000

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

CERTIFICATE HOLDER CITST01

City of Stuart
City Clerk Dept
121 SW Flagler Avenue
Stuart, FL 34994

CANCELLATION

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
Carol Rzaca

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