

MEMORANDUM

DATE: October 15, 2024

TO: ****ORIGINAL****
City Clerk

FROM: Robyn Holder, CPPB **RH**
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20230111
CONTRACT TITLE: Construction of a 24-inch Force Main from Westport WWTP to
Glades WW Booster Station

CONTRACTOR NAME: Felix Associates of Florida, Inc.
ADDRESS: 8528 SW Kansas Avenue
CITY & STATE: Stuart, FL 34997

COUNCIL APPROVED: N/A

AMENDMENT AMOUNT – (\$85,753.30) net deduct

NEW CONTRACT AMOUNT: \$13,630,734.70

END DATE: 11/3/2025



**CONTRACT
AMENDMENT #1**

This Amendment #1 ("Amendment #1") for the Construction of a 24-inch Force Main from Westport Wastewater Treatment Plant to Glades Wastewater Booster Station under Contract #20230111 ("the Contract"), by and between the City and Felix Civil Construction, LLC ("Contractor"), shall be effective as of the date this Amendment #1 is fully executed.

Contractor's Full Legal Name:	Felix Civil Construction, LLC
Solicitation No./Event ID:	20230111
Solicitation Title/Event Name:	Construction of a 24-inch Force Main from Westport Wastewater Treatment Plant to Glades Wastewater Booster Station
Contract Award Date:	1/8/2024
Initial Contract Term:	2/12/2024 through 11/3/2025
Current Contract Expiration Date:	11/3/2025
Requested Contract Expiration Date:	11/3/2025 (no change)
Initial Contract Amount:	\$13,716,488.00
Current Contract Amended Amount:	\$13,716,488.00
Requested Financial Change Amount:	(\$85,753.30)
New Contract Amount:	\$13,630,734.70
Amendment No.:	1
Amendment Type:	Decrease of Commodities

WHEREAS, the Contract, including any previous amendments, was in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Contract, are hereby incorporated and made a part of that Contract.

This Amendment #1 is for the items outlined below.

- Item No. 1 – Discovery Way Directional Drill Revision.** This is a value engineering related item. The Contractor’s suggestion was to shorten the directional drill in this location to afford a better setup of the equipment and minimize the removal of some 24-inch force main.

Item	Description	Qty	Unit	Unit Price	Amount
1	24" Plug Valve (Relocated)	-1	EA	\$2,500 (i)	(\$2,500)
2	24" DR-11 HDD (Discovery)	-550	LF	\$310 (ii)	(\$170,500)
3	24" PVC FM	150	LF	\$220 (i)	\$33,000
4	Grout Fill Exist. 24" FM	-400	LF	\$10 (i)	(\$4,000)
5	24" Pipe Removal (Discovery)	-30	LF	\$40 (i)	(\$1,200)
6	Concrete Sidewalk (6ft/8ft)	106	SY	\$126 (i)	\$13,356
7	MOT (Pullback Support)	1	LS	\$15,000 (ii)	\$15,000
8	Bahia Sod	640	SY	\$6.60 (i)	\$4,160
				TOTAL	(\$112,684)

- (i) Contract Unit Price
- (ii) Negotiated Unit Price

- Item No. 2 – I-95 Directional Drill Revision.** This is a value engineering related item. The Contractor suggested to shorten the directional drill after they had discussions with driller. The means and methods demonstrated that they would meet the FDOT depth requirement and still have the drill fall within the City’s easements that were obtained on the east and west side of I-95. The portion of the drill being eliminated would be replaced with open cut construction of the 24-inch PVC force main.

Item	Description	Qty	Unit	Unit Price	Amount
1	I-95 24" HDD	-1,510	LF	\$340 (ii)	(\$513,400)
2	24" PVC FM	1,260	LF	\$220 (i)	\$277,200
3	Bahia Sod	5,033	SY	\$6.50 (i)	\$32,714.50
4	Clearing & Grubbing	1	LS	\$15,000 (ii)	\$15,000
5	Asphalt Roadway (Trench Repair)	77	SY	\$150 (i)	\$11,550
6	Mill & Overlay	140	SY	\$44 (i)	\$6,160
7	Open Cut 24" HDPE	250	LF	\$200 (ii)	\$50,000
				TOTAL	(\$120,775.50)

- (i) Contract Unit Price
- (ii) Negotiated Unit Price

- Item No. 3 – Force Main Interconnect at Dreyfuss & Rosser Blvd.** This is a City requested item. The City requested that a connection to their existing force main at Dreyfuss and Rosser be made onto the proposed 24-inch force main to alleviate flows going to the Westport Wastewater Treatment Plant. The design plans were revised to make these connections, and a request was made to Felix to provide a cost proposal outlined below.

Item	Description	Qty	Unit	Unit Price	Amount
1	Mob/DeMob	1	LS	\$6,779(ii)	\$6,779
2	MOT	1	LS	\$6,970(ii)	\$6,970
3	DI Fittings	779	LBS	\$17.80(ii)	\$13,866
4	Asphalt Roadway (Trench Repair)	33	SY	\$140(i)	\$4,620
5	Concrete Sidewalk	13	SY	\$126(i)	\$1,638
6	Sod	134	SY	\$6.50(i)	\$871
7	10" PVC C-900 FM	60	LF	\$169(ii)	\$10,140
8	10" MJ Gate Valve FM	2	EA	\$5,616(ii)	\$10,140
9	Restrain Exist. 10" FM	1	LS	\$21,256(ii)	\$21,256
10	Connect to Exist. 10" FM (@Rosser)	1	EA	\$9,871(ii)	\$9,871
11	Restrain Exist. 12" FM	1	LS	\$25,951(ii)	\$25,851
12	Install 12" InsertaValve	1	EA	\$32,472(ii)	\$32,472
13	Survey	1	LS	\$2,040(ii)	\$2,040
				TOTAL	\$147,706.20

- (i) Contract Unit Price
- (ii) Negotiated Unit Price

Total Amount for This Amendment: (\$85,753.30)

4. **SUCCESSORS AND ASSIGNS.** This Amendment #1 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

5. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #1, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment #1 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment #1 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Felix Civil Construction, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Benjamin Miller Vice President
Date:	October 15, 2024
Company Address:	8528 SW Kansas Ave, Stuart, FL 34997

THE CITY OF PORT ST. LUCIE

Authorized Signature:	<i>Caroline Sturgis</i>
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	October 15, 2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984