



CONTRACT AMENDMENT

This amendment by and between the Consultant and the City as defined below shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	American Consulting Engineers, LLC
Solicitation No./Event ID:	#20160085
Solicitation Title/Event Name:	Design Services for SW Port St. Lucie Blvd. "North" Reconstruction Project – Utility Relocation Portion
Contract Award Date:	9/12/2016
Initial Current Contract Term:	10/3/2016 – 7/30/2017
Current Contract Expiration Date:	9/01/2023
Requested Contract Expiration Date:	3/2/2024
Initial Contract Amount:	\$474,650.00
Current Contract Amended Amount:	\$1,148,584.95
Requested Financial Change Amount:	\$82,800.00
New Contract Amount:	\$1,231,384.95
Amendment No.:	7
Amendment Type:	Increase of Commodities

WHEREAS, the Contract is in effect through the Current Contract Term 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 is a detailed description of the engineering services to be provided:

SECTION 1 -SCOPE OF SERVICES - This work authorization is for additional resident project representative services due to the water and sewer utility installation work exceeding the originally scheduled time period for completion.

TASK 2A – RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES

CONSULTANT shall provide additional full-time inspections of the Project during the construction of the utility work in a total period of not-to-exceed 183 calendar days. The weekly work production during the construction period is anticipated to be variable. The estimated RPR efforts included in Task 1 totals 1,400 hours for full-time coverage.

Activities performed under this task consist of furnishing an RPR during construction of the project, to observe the quality of the construction work, and to determine, in general, if the construction of the proposed improvements can be certified to the CITY. Field reports shall be prepared and maintained by CONSULTANT documenting activities performed under this task. CONSULTANT shall provide hourly back-up, field reports and progress photos to the CITY with each invoice.

The RPR shall:

- Conduct on-site inspections of the work in progress to assist in determining if the work is proceeding in accordance with the Contract Documents and that completed work substantially conforms to the Contract Documents.
- Attend meetings, as needed and appropriate.
- Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them to CITY, in writing. CONSULTANT shall make recommendation for action by the CITY.
- Assist CITY, as needed, during coordination of materials and equipment testing required by the Contract Documents.
- Observe materials and equipment testing in accordance with the Contract Documents.
- Verify that tests, equipment and system startup are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof; and observe, record, and report appropriate details relative to the test procedures and start-up to CITY and appropriate regulatory agencies.

SECTION 2 - DELIVERABLES

The following deliverables will be provided:

- Daily construction field reports

SECTION 3 – COMPENSATION

Compensation for the tasks outlined above will be as follows:

TASK ENGINEERING FEE

Task 2A – RPR Services (Time & Expense – Not to Exceed) \$82,800.00

TOTAL \$82,800.00

SECTION 4 – SCHEDULE

HCE’s schedule will be concurrent with the Contractor’s schedule for the project. American shall provide this information to HCE upon Notice to Proceed.

SECTION 5 – OBLIGATIONS

To assist in meeting the schedule and budget estimates contained in this Task Order, American and/or the City of Port St. Lucie will provide the following:

1. Prompt review and comment on deliverables.
2. Attendance of key personnel at meetings.

SECTION 6 - SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

SECTION 7 - ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract 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 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 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor’s Full Legal Name: (PLEASE TYPE OR PRINT)	American Consulting Engineers, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	E. Gayle Grady
Date:	2/10/23
Company Address:	2041 Vista Parkway, Suite 101 West Palm Beach, FL 33411

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984