


## MEMORANDUM

DATE: April 13, 2022

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

FROM: Robyn Holder, CPPB   
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20200109 Amendment #3  
CONTRACT TITLE: Design Services for the Multi-Modal Plan/Trail – Phase 1

CONTRACTOR NAME: CAPTEC Engineering, Inc.  
ADDRESS: 301 NW Flagler Avenue  
CITY & STATE: Stuart, Florida 34994

**COUNCIL APPROVED: N/A**

CONTRACT AMOUNT - \$109,625.00

CONTRACT TERM: Upon Council approval of the Corridor selected for Phase 1 and terminates 180 calendar days thereafter, with the option no option to renew.

AMENDMENT #1 AMOUNT - \$21,300.00 & 30 additional calendar days for a new Contract amount of \$130,925.00 and new end date of 8/1/2021.

AMENDMENT #2 AMOUNT - \$0.00 & 184 additional calendar days for a new end date of 1/31/2022.

**COUNCIL APPROVED: 1/24/2022**

AMENDMENT #3 AMOUNT: \$40,000.00 and an additional 315 calendar days for a New Contract amount of \$170,925.00 and a new end date of 12/31/2022.





**CONTRACT AMENDMENT**

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

<b>Contractor's Full Legal Name:</b>	CAPTEC Engineering, Inc.
<b>Solicitation No./Event ID:</b>	20200109
<b>Solicitation Title/Event Name:</b>	Design Services for the Multi-Modal Plan/Trail – Phase I
<b>Contract Award Date:</b>	10/22/2021
<b>Initial Current Contract Term:</b>	1/2/2021 – 7/1/2021
<b>Current Contract Expiration Date:</b>	1/31/2022
<b>Requested Contract Expiration Date:</b>	12/31/2022
<b>Initial Contract Amount:</b>	\$109,625.00
<b>Current Contract Amended Amount:</b>	\$130,925.00
<b>Requested Financial Change Amount:</b>	\$40,000.00
<b>New Contract Amount:</b>	\$170,925.00
<b>Amendment No.:</b>	3
<b>Amendment Type:</b>	<b>Increase of Commodities</b>

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:

## 1. SCOPE OF PROFESSIONAL SERVICES

### TASK 1A: SURVEYING SERVICES (Revised)

The CONSULTANT will coordinate with a Survey Sub-Consultant to provide the following services to the original Task for the updated Trail:

#### **SCOPE OF SERVICES**

1. Establish horizontal control.
2. Determine parent tract plat lines including the southern border of the golf course tract and adjacent parcels.
3. Delineate at 50' intervals the private/public preserve lines for invasive species tree removal, staking only limited to the areas circled in red on attached CAPTEC map.
4. Locate the adjacent right of way line of roadway based on record plat data supporting field monuments in areas of close proximity to proposed trail and acquire topography along the main path as shown on CAPTEC drawing titled Landscape Plan Wilderness Trail. All existing above ground improvements will be located with elevations. Include all above ground evidence of underground utilities.
5. Locate the adjacent right of way line of roadway based on record plat data supporting field monuments in areas of close proximity to proposed trail and acquire topography along the main path as shown on CAPTEC drawing titled Landscape Plan Wilderness Trail. All existing above ground improvements will be located with elevations. Include all above ground evidence of underground utilities.
6. Acquire topography along the path loops as shown on CAPTEC drawing titled Landscape Plan Wilderness Trail. All existing above ground improvements will be located with elevations. Include all above ground evidence of underground utilities.
7. Prepare a base map illustrating the record plat information and title review. Title will be supplied by Client (City of Port St. Lucie).
8. Stake and grade trail path at 50' intervals.
9. Prepare a Specific Purpose Survey illustrating the field data.

The Engineer will obtain a Sunshine One Call (SSOC) design ticket for the project (if applicable). All identified utility owners will be notified of the upcoming project and preliminary plans will be sent to them with requests for the owners to identify the location of their respective utilities.

#### **COMPENSATION**

**Exotic removal:** The services described in items 1, 2 & 3 above is **\$25,000**.

**Phase 1&2:** The services described in items 4 & 5 (part of items 7 & 8) is **\$15,000**.

It is the Surveyor's intent to complete the survey work relative to the parcel lines and invasive species removed by February 1, 2022.

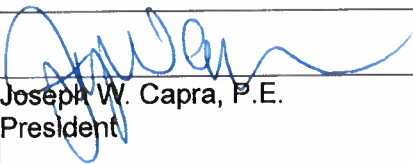
#### **CONTRACT TIME**

An additional 315 calendar days will be needed to complete Phase I. The new end date is December 31, 2022.


2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **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**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	CAPTEC Engineering, Inc.
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Joseph W. Capra, P.E. President
<b>Date:</b>	January 12, 2022
<b>Company Address:</b>	301 NW Flagler Avenue Stuart, Florida 34994

**THE CITY OF PORT ST. LUCIE**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
<b>Date:</b>	4/14/2022
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984