

MEMORANDUM

DATE: December 18, 2020

TO: ****ORIGINAL****
City Clerk's Office

FROM: Jason Bezak, Procurement Agent I
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: 20190112 Amendment # 3
CONTRACT TITLE: Professional Engineering Design Services for the Floresta Drive Improvements from south of the Elkcam Waterway to Crosstown Parkway (**Phase 2**) and from Crosstown Parkway to Prima Vista Boulevard (**Phase 3**)

VENDOR NAME: AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC.

VENDOR ADDRESS: 2818 Cypress Ridge Blvd, Suite 200,
CITY & STATE: Wesley Chapel, FL 33544

APPROVED BY COUNCIL: N/A

CONTRACT TERM: Amendment # 3 adds no additional calendar days.
Amendment # 3 adds an additional \$39,800.

Please see the attached for (1) original contract for your records.

Contract # 20190112 Amendment # 3

Contract # 20190112

Amendment # 3

Date: 12-18-2020

Contract Title: Professional Engineering Design Services for the Floresta Drive Improvements from south of the Elkcam Waterway to Crosstown Parkway (Phase 2) and from Crosstown Parkway to Prima Vista Boulevard (Phase 3)

Contractor's Name: American Consulting Engineers of Florida, LLC

Current Expiration: March 31, 2021
Revised Expiration Date: March 31, 2021
Original Contract Amount: \$ 2,100,000.00
Amendment (1&2): \$ 2,455,673.00
Amendment #3 Amount: \$ 39,800.00
Revised Contract Amount: \$ 2,495,473.00

The following modifications to the Terms and Conditions contained in Contract # 20190112 between American Consulting Engineers of Florida, LLC dated December 16, 2019 and the City of Port St. Lucie are hereby incorporated and made a part of that Contract.

The following reflects the Scope of Services to provide the Professional Engineering Services necessary for design and permitting services relative to the Floresta Drive Phases 2-3 project. This work will be consistent with the adopted goals, objectives and programs of the City of Port St. Lucie City Council (CPSLCC).

The CONSULTANT will provide engineering services for revising Floresta Drive Phases 2-3 plans to add an Oval-about on Floresta Drive from E Howe Ave to SE Bywood Ave along with additional work for SFWMD permit.

More specifically the CONSULTANT will provide the following services:

SPECIFIC DESCRIPTION

Task 1: Topographic survey: (Bowman)

Topographic survey for oval-about and extra drainage requested by SFWMD.
See Bowman's proposal.

Task 2: Roadway Design & Plans:

CONSULTANT shall revise the 60% complete roadway design to include the requested oval-about. CONSULTANT shall modify the following sheets: Plan/Profile Sheets, Cross Sections, Miscellaneous Detail sheets, Temporary Traffic Control Plans and summary of quantities.

Task 3: Signing & Pavement Marking Design & Plans:

CONSULTANT shall revise the 60% complete Signing and Marking Plans for the requested oval-about. CONSULTANT shall modify the following sheets: Plan Sheets and Miscellaneous Detail sheets.

Task 4: Lighting Design & Plans:

CONSULTANT shall revise the 60% complete Lighting Design and Plans for the requested oval-about. CONSULTANT shall modify the following sheets: Plan Sheets and Miscellaneous Detail sheets.

Task 5: Drainage Design & Plans:

CONSULTANT shall revise the 60% complete Drainage Design and Plans for the requested oval-about. See Captec’s proposal.

Task 6: Utility Design & Plans:

CONSULTANT shall revise the 60% complete Utility Design and Plans for the requested oval-about. See Captec’s proposal.

Task 7: Landscaping Design & Plans:

CONSULTANT shall revise the 60% complete Landscaping Design and Plans for the requested oval-about. See Gentile Glas Holloway O’Mahoney & Associates proposal.

Task 8: Permitting:

CONSULTANT shall revise the 60% complete permitting for the requested oval-about. See Captec’s proposal.

COMPENSATION

The total amount to be paid by the City to the ENGINEER is as follows:

Compensation shall be in accordance with the Schedule listed below:

TASK DESCRIPTION	TOTAL FEE
Task 1- Survey:	\$ 6,500.00
Task 2- Roadway Design & Plans	\$ 10,000.00
Task 3- Signing & Pavement Marking Design & Plans	\$ 3,000.00
Task 4- Lighting Design & Plans	\$ 5,000.00
Task 5- Drainage Design & Plans	\$ 12,000.00
Task 6- Utility Design & Plans	\$ 6,500.00
Task 7- Landscaping Design & Plans	\$ 8,300.00
Task 8- Permitting	\$ 8,500.00
Sub-Total Fee:	\$ <u>59,800.00</u>
Credit to original agreement for Prima Vista Signal	\$ -20,000.00
Total Fee:	\$ <u>39,800.00</u>

1. Amendment #1 **shall** add an additional cost of **\$39,800.00**.
2. Amendment #1 **shall not** add any additional calendar days.
3. All other terms and conditions of the original contract and/or Addenda apply.

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

CITY OF PORT ST. LUCIE FLORIDA

AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC.

By: [Signature]
City Purchasing Agent

By: [Signature]
Authorized Representative

State of: Florida

County of: Pasco

Before me personally appeared: Scott Korpi, PE
(please print)

Personally known X
or Produced Identification: _____
(type of identification)

known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that HE executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this 18th day of DECEMBER, 2020.

[Signature]
Notary Signature

Notary Public-State of FLORIDA at Large

My Commission Expires 10/02/2024



Janet A. Sass
Notary Public
State of Florida
Comm# HH042363
Expires 10/2/2024

(seal)

Exhibit A

Bowman

CHANGE ORDER

Date: November 17, 2020
Revised: December 11, 2020

Bowman Consulting Group, Ltd.
Steve Brickley, P.S.M.
10486 SW Village Drive
Port St. Lucie, FL 34987
Phone: (772) 283-1413
E-mail: sbrickley@bowmanconsulting.com

American Consulting
Christopher O'Reilly, P.E.
2041 Vista Parkway, Suite 101
West Palm Beach, FL 33411
Phone: (561) 253-9563
E-mail: coreilly@acp-fl.com

Project Name: Floresta Drive Improvements
Phase 2 & 3 St. Lucie County, FL (Mixed)
Client Project #: 5199323

Bowman Job #: 030265-01-003
Task #: SX002
Change Order #: 03

SCOPE OF SERVICES COVERED BY CHANGE ORDER

1. **Oval-about Services - \$6,500**
 - a. Legal Descriptions and Sketches (2 total, church & school parcels)
 - b. Additional DTM/Topographic Survey Limits
 - c. Survey school site drainage system, asbuilt storm structures.
 - d. Survey 1 lot on Seahouse Dr. and Elkcam Waterway connection.

FEE: Lump Sum of \$6,500



December 9, 2020
November 23, 2020

1882.4

Christopher N. O'Reilly, PE
American Consulting Professionals, LLC
2041 Vista Parkway, Suite 101
West Palm Beach, FL 33411

Email: coreilly@acp-fl.com

(561) 253-9563

RE: FLORESTA DRIVE CORRIDOR SEGMENTS 2 AND 3 IMPROVEMENTS - SOUTH OF ELKCAM WATERWAY TO CROSSTOWN PARKWAY (PHASE 2), FROM CROSSTOWN PARKWAY TO PRIMA VISTA BOULEVARD (PHASE 3) ADDITIONAL SERVICES REQUEST PROFESSIONAL ENGINEERING SCOPE OF SERVICES

Dear Mr. O'Reilly:

CAPTEC Engineering, Inc. (CONSULTANT) is pleased to provide American Consulting Professionals, LLC (CLIENT) with our proposal for professional civil engineering services in connection with the proposed referenced project.

PROJECT DESCRIPTION

American Consulting Professionals, LLC is soliciting the services of CAPTEC Engineering, Inc. (CONSULTANT) for Design Services of additional drainage design for the Floresta Drive Corridor Segments 2 and 3 Improvements and Drainage and Utility design for the Oval-About at Bywood Avenue and the Floresta Elementary School.

This Scope of Services includes preparation of drainage and utility Construction Plans (on base plans prepared by CLIENT) and permitting. Surveying, geotechnical engineering, environmental services, landscape design, and Lighting design services are not included, and will be provided by CLIENT. Should significant utility conflicts be identified during the discovery phase, a utility coordination meeting may be required.

The CONSULTANT shall coordinate the stormwater management and utility design plans and submit permit applications as necessary from all applicable agencies including, but not limited to, the City Public Works Department, the City Utility Systems Department and South Florida Water Management District (SFWMD).

TASK 1: PRELIMINARY DRAINAGE & UTILITY DESIGN SERVICES - N/A

TASK 2A & 2B: DRAINAGE & UTILITY ENGINEERING DESIGN SERVICES (90%)

Upon receipt of CLIENT's oval-about layout of the Plan and Profile sheets depicting the preliminary grading of the roadway at 1 inch = 20 ft scale, CONSULTANT will convert the MicroStation Files to AutoCAD Civil 3D 2020 version, set up the pipe network and complete the pipe sizing to determine any drainage pipe / structure repairs needed to accommodate drainage at the proposed oval-about. The CONSULTANT will provide the 90% Plans of the Roadway Plan and Profile sheets and Sections with the required drainage repairs denoted. The CONSULTANT will also provide the 90% Utility Adjustment Plan sheet.

CONSULTANT will prepare plans for the water quality dry detention pond requested by the South Florida Water Management District.

CONSULTANT will perform Stormwater design calculations to determine water quality and quantity requirements for the proposed designs. The drainage analysis will be for the roadway's drainage system alone, not for any basin wide problems. During this phase, the CONSULTANT will review the project with the permitting agencies. The surveying and geotechnical reports will be provided by others.

The CONSULTANT will conduct pre-application meetings with South Florida Water Management (SFWMD), the City of Port St. Lucie (City), and the St. Lucie County School Board. The CONSULTANT will make applications for permits to the previously mentioned agencies with labor manhours paid for under Task 4 Permitting Services. The City/County will pay all application fees.

CONSULTANT will not be permitting the Floresta Elementary School site.

CONSULTANT will identify all conflicts with the stormwater design. CONSULTANT will coordinate with CLIENT and PSLU to resolve all conflicts and prepare utility sheets to include plans and profiles. CONSULTANT will walk the site to identify any anomalies that may need to be addressed. The CONSULTANT will attend meetings with Port St. Lucie Utilities (PSLU), and the St. Lucie County School Board as needed. Additionally, the CONSULTANT will make applications for permits to the previously mentioned agencies. CONSULTANT will do 90% quantities and probable engineer's cost for the identified conflict resolutions.

CONSULTANT to prepare a One-Call Design Ticket to identify all utilities located along the corridor. CONSULTANT to provide utility coordination with each identified utility and add utilities to the plans.

TASK 3: PERMITTING SERVICES

CONSULTANT will conduct pre-application meetings, jurisdictional determinations, and make application for permits authorizing activities associated with the Stormwater aspect of the improvements. Anticipated permits include SFWMD ERP permit, and

SFWMD Dewatering permits. Permits for Endangered Species and Historic Preservation issues and Undefined Consultant Design/Construction Efforts are not included.

CONSULTANT will prepare permit applications for the above listed permits for submittal to the permitting agencies. CONSULTANT will submit permits to and respond to requests for information (RFIs). The SFWMD ERP Permits will require assistance by the projects' Geotechnical and Environmental Professionals.

CONSULTANT will process the permits on behalf of the St. Lucie County School Board and seek to obtain the permits expeditiously.

CONSULTANT will conduct pre-application meetings, make applications for permits authorizing activities associated with the utilities along the Corridor.

CONSULTANT will prepare permit applications for the above listed permits for submittal to the permitting agencies. CONSULTANT will submit permits to and respond to requests for information (RFIs).

The CONSULTANT will process the permits on behalf of the City and seek to obtain the permits expeditiously.

TASK 4: ADDITIONAL SERVICES

CONSULTANT would be pleased to provide any additional services requested by CLIENT in accordance with the enclosed Fee Schedule. Additional services will not be performed unless CLIENT specifically requested by CLIENT, and an addendum to this agreement is executed.

COMPENSATION

Task 2A: Drainage Final Engineering Design Services (90%)	\$ 12,000
Task 2B: Utility Final Engineering Design Services (90%).....	\$ 6,500
Task 3: Permitting Services	<u>\$ 8,500</u>
Total Fee	\$ 27,000

CONSULTANT will proceed with Task 1 within 7 days from receipt of an executed copy of this Professional Services Agreement which will serve as our Notice to Proceed. Reimbursable expenses are included in the indicated task fees.

This Agreement is based on the following assumptions:

1. This project will be designed and permitted one time in one phase.
2. CLIENT will provide base survey files.
3. CLIENT will provide preliminary layout of Oval-About and any updates to the plans as design progresses. The CLIENT will provide plans for both Stormwater and Utilities at the



**Gentile Glas
Holloway
O'Mahoney**
& Associates, Inc.
Landscape Architects
Planners and
Environmental Consultants

1907 Commerce Lane
Suite 101
Jupiter, Florida 33458
561-575-9557
561-575-5280 FAX
www.2GI.com

CONFIRMATION OF ADDITIONAL PROFESSIONAL SERVICES

Client: Christopher N. O'Reilly, PE
American Consulting Professionals, LLC
2000 Palm Beach Lakes Blvd., Suite 1000
West Palm Beach, FL 33409
561-253-9563 (d)
coreilly@acp-fl.com

Re: Floresta Drive 2 & 3 Ovalabout & Seahouse retention area

Date: November 13, 2020 Rev. Nov. 16, 2020, Nov. 19, 2020, December 8, 2020

Job Number: 19-1108.1

Contract Date: 11.25.19

The Consultant agrees to provide design and planning services to the Client as more fully described in the Scope of Work, and the Client agrees to compensate the Consultant for those services under the terms of this Agreement. The Consultant's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Consultant makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. This is to confirm the authorization for the performance of Professional consulting Services. The scope of requested services is described herein:

Additional Scope of Work:

1. The Subconsultant shall incorporate the Ovalabout design addition to the set of drawing and provide a landscape design and irrigation in this unique application.
2. The Subconsultant shall incorporate the additional lot for drainage on the southwest corner of Floresta Drive and SE Seahouse to design a landscape plan with irrigation.

Compensation by Client to Gentile Glas Holloway O'Mahoney & Associates, Inc. for

- These services to be provided on hourly basis at cost on rates as stipulated in our agreement
- These services shall be provided for a fixed fee as added onto our existing contract of:

<u>TASK 3: 90% CONSTRUCTION DOCUMENTATION</u>	\$7,400.00
<u>TASK 4: 100% CONSTRUCTION DOCUMENTATION</u>	\$900.00
<u>TASK 5: PERMITTING</u>	\$0.00

A. All other provisions of our existing agreement dated above shall apply to this authorization of additional services.

This Agreement was entered the day and year first above written.

Confirmation Order

Floresta Drive Phase 2 & 3 City of Port St. Lucie

ID	Task Name	Duration	Start	Finish	2020	2021																										
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
1	Overall Project	361 days	Mon 1/6/20	Mon 6/10/21	[Gantt bar]																											
2	NTP	0 days	Mon 1/6/20	Mon 1/6/20	[Milestone]																											
3	TASK 1- Research	65 days	Mon 1/6/20	Fri 4/3/20	[Gantt bar]																											
4	Field Survey	65 days	Mon 1/6/20	Fri 4/3/20	[Gantt bar]																											
5	Geotechnical Exploration	65 days	Mon 1/6/20	Fri 4/3/20	[Gantt bar]																											
6	TASK 2- 30% Design & Plans	61 days	Mon 4/6/20	Mon 6/29/20	[Gantt bar]																											
7	30% Roadway Design & Plans	50 days	Mon 4/6/20	Fri 6/12/20	[Gantt bar]																											
8	QC Plans	6 days	Mon 6/15/20	Mon 6/22/20	[Gantt bar]																											
9	Submit Plans to City	0 days	Mon 6/22/20	Mon 6/22/20	[Milestone]																											
10	City Review Plans	5 days	Tue 6/23/20	Mon 6/29/20	[Gantt bar]																											
11	Task 3- 60% Design & Plans	60 days	Tue 6/30/20	Mon 9/21/20	[Gantt bar]																											
12	Respond to 30% Comments	2 days	Tue 6/30/20	Wed 7/1/20	[Gantt bar]																											
13	60% Roadway Design & Plans	48 days	Thu 7/2/20	Mon 9/7/20	[Gantt bar]																											
14	60% Drainage & Permitting	48 days	Thu 7/2/20	Mon 9/7/20	[Gantt bar]																											
15	60% SPM Design & Plans	48 days	Thu 7/2/20	Mon 9/7/20	[Gantt bar]																											
16	60% Signal Plans	48 days	Thu 7/2/20	Mon 9/7/20	[Gantt bar]																											
17	60% Lighting Design & Plans	48 days	Thu 7/2/20	Mon 9/7/20	[Gantt bar]																											
18	60% Utility Plans	48 days	Thu 7/2/20	Mon 9/7/20	[Gantt bar]																											
19	QC Plans	5 days	Tue 9/8/20	Mon 9/14/20	[Gantt bar]																											
20	Submit Plans to City	0 days	Mon 9/14/20	Mon 9/14/20	[Milestone]																											
21	City Review Plans	5 days	Tue 9/15/20	Mon 9/21/20	[Gantt bar]																											
22	Submit Permit Application to SFWMC	0 days	Mon 9/7/20	Mon 9/7/20	[Milestone]																											
23	Task 4- 90% Design & Plans	108 days	Tue 9/22/20	Thu 2/18/21	[Gantt bar]																											
24	Respond to 60% Comments	3 days	Tue 9/22/20	Thu 9/24/20	[Gantt bar]																											
25	90% Roadway Design & Plans	95 days	Fri 9/25/20	Thu 2/4/21	[Gantt bar]																											
26	90% Drainage & Permitting	95 days	Fri 9/25/20	Thu 2/4/21	[Gantt bar]																											
27	90% SPM Design & Plans	95 days	Fri 9/25/20	Thu 2/4/21	[Gantt bar]																											
28	90% Signal Plans	95 days	Fri 9/25/20	Thu 2/4/21	[Gantt bar]																											
29	90% Lighting Design & Plans	95 days	Fri 9/25/20	Thu 2/4/21	[Gantt bar]																											
30	90% Utility Plans	95 days	Fri 9/25/20	Thu 2/4/21	[Gantt bar]																											
31	All Permits Clear	0 days	Mon 2/8/21	Mon 2/8/21	[Milestone]																											
32	QC Plans	5 days	Fri 2/5/21	Thu 2/11/21	[Gantt bar]																											
33	Submit Plans to City	0 days	Thu 2/11/21	Thu 2/11/21	[Milestone]																											
34	City Review Plans	5 days	Fri 2/12/21	Thu 2/18/21	[Gantt bar]																											
35	Task 5- 100% Design & Plans	67 days	Fri 2/19/21	Mon 6/10/21	[Gantt bar]																											
36	Respond to 90% Comments	3 days	Fri 2/19/21	Tue 2/23/21	[Gantt bar]																											
37	100% Roadway Design & Plans	50 days	Wed 2/24/21	Tue 5/4/21	[Gantt bar]																											
38	100% Drainage & Permitting	50 days	Wed 2/24/21	Tue 5/4/21	[Gantt bar]																											
39	100% SPM Design & Plans	50 days	Wed 2/24/21	Tue 5/4/21	[Gantt bar]																											
40	100% Signal Plans	50 days	Wed 2/24/21	Tue 5/4/21	[Gantt bar]																											
41	100% Lighting Design & Plans	50 days	Wed 2/24/21	Tue 5/4/21	[Gantt bar]																											
42	100% Utility Plans	50 days	Wed 2/24/21	Tue 5/4/21	[Gantt bar]																											
43	QC Plans	4 days	Wed 5/5/21	Mon 5/10/21	[Gantt bar]																											
44	Submit 100% Plans to City	0 days	Mon 5/10/21	Mon 5/10/21	[Milestone]																											
45	Task 6- Begin Bid Phase - TBD	0 days	Mon 5/10/21	Mon 5/10/21	[Milestone]																											

Floresta Phase 2 & 3
Date: Tue 12/1/20

Task	[Blue bar]	Split	[Dotted bar]	Manual Task	[Blue bar]
Critical Task	[Red bar]	External Tasks	[Grey bar]	Duration-only	[Blue bar]
Milestone	[Diamond]	Project Summary	[Thick bar]	Manual Summary Rollup	[Blue bar]
Summary	[Thin bar]	Group By Summary	[Thin bar]	Manual Summary	[Thin bar]
Rollup Task	[Blue bar]	Inactive Task	[Yellow bar]	Start-only	[C bracket]
Rollup Critical Task	[Red bar]	Inactive Task	[Yellow bar]	Finish-only	[J bracket]
Rollup Milestone	[Diamond]	Inactive Milestone	[Thin bar]	Progress	[Thin bar]
Rollup Progress	[Thin bar]	Inactive Summary	[Thin bar]	Deadline	[Down arrow]