

MEMORANDUM

DATE: February 14, 2023

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

FROM: Robyn Holder, CPPB 
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20220045 Amendment #2
CONTRACT TITLE: Floresta Drive Improvements Project Phase 2

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

COUNCIL APPROVED: July 25, 2022

7k)- AWARD CONTRACT #20220045 FOR THE FLORESTA DRIVE IMPRVEMENTS PROJECT PHASE 2 TO FELIX ASSOCIATES OF FLORIDDA, INC. IN AN AMOUNT OF \$29,997,174.23, PUBLIC WORKS DEPARTMENT, PROCUREMENT MANAGEMENT

CONTRACT AMOUNT - \$29,997,174.23
CONTRACT TERM: 8/1/2022 through 9/25/2024, with no option to renew.

COUNCIL APPROVED: January 9, 2023

7p) APPROVE AMENDMENT #1 TO CONTRACT #20220045 FOR THE CONSTRUCTION OF FLORESTA DRIVE IMPROVEMENT PHASE 2 IN THE AMOUNT OF (\$210,226.00) FOR A NEW CONTRACT AMOUNT OF \$29,786,948.23.

COUNCIL APPROVED: February 13, 2023

7m) APPROVE AMENDMENT #2 TO CONTRACT #20220045 FOR THE CONSTRUCTION OF FLORESTA DRIVE IMPROVEMENT PHASE 2 IN THE AMOUNT OF \$0.00 FOR A NEW CONTRACT AMOUNT OF \$29,786,948.23.





**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.

Contractor's Full Legal Name:	Felix Associates of Florida, Inc.
Solicitation No./Event ID:	20220045
Solicitation Title/Event Name:	Construction of Floresta Drive Improvements Phase II
Contract Award Date:	7/25/2022
Initial Current Contract Term:	8/1/2022 through 9/25/2024
Current Contract Expiration Date:	9/25/2024
Requested Contract Expiration Date:	N/A
Initial Contract Amount:	\$29,997,174.23
Current Contract Amended Amount:	\$29,786,948.23
Requested Financial Change Amount:	\$0.00
New Contract Amount:	\$29,786,948.23
Amendment No.:	2
Amendment Type:	Terms Revision

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:

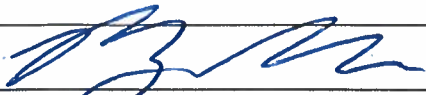
The following modifications to the Terms and Conditions contained in Contract # 20220045 between Felix Associates of Florida, Inc. and the City of Port St. Lucie, dated December 22, 2022, are hereby incorporated and made a part of that Contract.

1. **Right of Entry.** The City of Port St. Lucie (the "City") has been granted the right to enter upon real property described as Lot 9, Block 699, Port St. Lucie Section Eighteen, according to the plat thereof, as recorded in Plat Book 13, Page 17, of the Public Records of St. Lucie County, Florida (the "Property"), for the purposes of utilizing the Property as a construction site office, including but not limited to storing construction vehicles and tools, conducting meetings, and providing office space in order to manage, supervise and inspect construction activities on the Floresta Drive corridor ("Permitted Activities").
 - a. The City hereby consents to Contractor using the Property solely for the Permitted Activities and in accordance with the terms of this Contract.
 - b. Contractor shall comply with all requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property pursuant to this Contract.
 - c. The City and Contractor shall coordinate any activities that may from time-to-time require Constructor or the City to relocate, alter, or remove equipment or vehicles from the Property. Contactor agrees to relocate, alter, or remove said equipment or vehicles in a reasonable period of time after receiving notice from the City to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Contractor and at no cost and expense to the City.
 - d. Contractor agrees to reimburse the City for all cost and expense for any damage resulting from Contractor's use of the Property.
 - e. Contractor agrees that it will not use the Property in any manner which may tend to interfere with the City's use of the Property or may tend to cause a hazardous condition to exist. Contractor agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Property. Contractor hereby agrees to indemnify and hold harmless the City from all loss, damage or injury resulting from Contractor's failure to comply with this provision.
 - f. The use of the Property by Contractor shall be at the sole risk and expense of Contractor, and the City is specifically relieved of any responsibility for damage or loss to Contractor or other persons resulting from Contractor's use of the Property.

- g. Contractor agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless the City, and its respective officers, directors, agents and employees (collectively, the "City Entities"), from all liability, loss, cost, and expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels, which may be sustained by City Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the herein described purposes by Contractor, its subcontractors, agents, or employees, unless solely caused by the City's gross negligence; and Contractor agrees to defend at its sole cost and expense and at no cost and expense to City Entities any and all suits or action instituted against City Entities, for the imposition of such liability, loss, cost and expense.
 - h. Contractor's right to use the Property shall terminate upon either: (1) the City providing Contractor with thirty (30) days written notice terminating said right to use the Property; or (2) when construction activities are completed on the Floresta Drive Phase 2.
2. **Contract Time.** This amendment makes no adjustment to the Contract Time.
 3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
 4. **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)	Felix Associates of Florida, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Benjamin Miller Vice President
Date:	February 1, 2023
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:	<i>2/15/2023</i>
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984