

## MEMORANDUM

DATE: May 11, 2021

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

FROM: Robyn Holder, CPPB  
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20200054 Amendment #2  
CONTRACT TITLE: Construction of Floresta Drive Improvements – Phase I

CONTRACTOR NAME: Felix Associates of Florida, Inc.  
ADDRESS: 8526 SW Kansas Ave.  
CITY & STATE: Stuart, FL 34997

**COUNCIL APPROVED: August 17, 2020**

6b)- AWARD CONTRACT #20200054 FOR THE CONSTRUCTION OF FLORESTA DRIVE IMPROVEMENTS PHASE I TO FELIX ASSOCIATES OF FLORIDA, INC. IN THE AMOUNT OF \$11,087,791.41, PUBLIC WORKS DEPARTMENT, PROCUREMENT MANAGEMENT

CONTRACT AMOUNT - \$11,087,791.41  
CONTRACT TERM: 9/14/2020 through 9/14/2021 (365 calendar days), with the option no option to renew.

CONTRACT AMENDMENT #1 - \$137,000.00 and no additional calendar days at this time.  
New Contract Amount is \$11,224,791.41.

**COUNCIL APPROVED: May 10, 2021**

CONTRACT AMENDMENT #2- \$707,972.00 and no additional calendar day at time.  
New Contract Amount is \$11,932,763.41.

13 5-11-21



"A City for All Ages"

**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>	Felix Associates of Florida, Inc.
<b>Solicitation No./Event ID:</b>	20200054
<b>Solicitation Title/Event Name:</b>	Construction of Floresta Drive Improvements – Phase I
<b>Contract Award Date:</b>	8/17/2020
<b>Initial Current Contract Term:</b>	9/14/2020 – 9/14/2021
<b>Current Contract Expiration Date:</b>	9/14/2021
<b>Requested Contract Expiration Date:</b>	9/14/2021
<b>Initial Contract Amount:</b>	\$11,087,791.41
<b>Current Contract Amended Amount:</b>	\$11,224,791.41
<b>Requested Financial Change Amount:</b>	\$707,972.00
<b>Amendment No.:</b>	2
<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:

1A. Add new pay items and revise existing pay item quantities to install two (2) baffle boxes per plan revision No. 03 to Kingsway waterway drainage.

1B. The additional cost is as follows:

Description	Qty	Unit	Unit Cost	Total
<b>COR# 002 Revision No. 03</b>				
0120 6 Embankment	1099	CY	\$9.10	\$10,000.90
0430 175 172 Pipe Culvert, Optional Material, Round, 72" S/CD	-68	LF	\$942.00	(\$64,056.00)
0522 1 Concrete Sidewalk 4" Thick	87	SY	\$37.00	\$3,219.00
0522 2 Concrete Sidewalk 6" Thick (Sidewalk/Driveway)	61	SY	\$47.00	\$2,867.00
0530 3 3 Riprap Rubble- Bank & Shore	-119.90	TN	\$81.00	(\$9,711.90)
0530 74 Bedding Stone	-42.70	TN	\$60.00	(\$2,562.00)
0550 10220 Fencing Type B 5.1-6.0', Standard	-5	LF	\$44.00	(\$220.00)
0550 60224 Fence Gate, Type B, Double, 18.1-20.0' Opening	1	EA	\$4,685.00	\$4,685.00
0550 60234 Fence Gate, Type B, Sliding/Cantilever, 18.1-20.0' Opening	-1	EA	\$4,457.00	(\$4,457.00)
Canal Excavation	400	CY	\$17.00	\$6,800.00
0430 175 172 Pipe Culvert, Optional Material, Round, 72" S/CD	50	LF	\$998.54	\$49,927.00
Additional MOT, Environmental Compliance & Utility Coordination	1	LS	\$30,713.98	\$30,713.98
0916438 3 2nd Generation Baffle Box	2	EA	\$340,383.01	\$680,766.02
<b>Total</b>				<b>\$707,972.00</b>

1C. Actual time impacts will be evaluated, and the appropriate number of calendar days will be added on a future amendment.

1D. **Subcontracts.** In the event the Contractor subcontracts any or all of the work hereunder to any third party, the Contractor shall require each and every subcontractor to identify the District as an additional insured on all insurance policies.

1E. **No Discrimination.** The Contractor and its agents will not discriminate against any persons on legally protected bases in any activity under this Agreement.

1F. **Convicted Felons & Discriminatory Vendor List.** The Contractor attests that none of its suppliers, subcontractors, or contractors who shall perform work which is intended to benefit the District is a convicted vendor or has been placed on the discriminatory vendor list. The Contractor further understands and accepts that this Agreement shall be either void by the District or subject to immediate termination by the District, in the event there is any representation or lack of compliance with the mandates of Section 287.133, Florida Statutes and Section 287.134. The District, in the event of such termination, shall not incur any liability to the Contractor for any work or materials furnished.

1G. **Scrutinized Companies.** The Contractor shall comply with Section 287.135, Florida Statutes. The

Contractor further understands and accepts that this Agreement shall be either void by the District or subject to immediate termination by the District in the event there is any misrepresentation or false certification on the part of the Contractor. The District, in the event of such termination, shall not incur any liability to the Contractor for any work or materials furnished.

**1H. E-Verify.** The Contractor has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including, but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. The Contractor must submit the E-Verify form included in this Amendment.

**1I. No Lobbying.** Under the applicable Sections of 216, Florida Statutes, the Contractor is prohibited from using any funds under this Agreement to lobby the Legislature, the judicial branch or a state agency. The Contractor must submit the Lobbying form included in the Amendment.

**1J. Debarment.** The Contractor must submit the Debarment form included in this Amendment.

**1K. Maintenance of Records.** The Contractor shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of the Agreement including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Agreement.

**1L. Severability.** If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.


**1M. Payment & Performance Bonds.** The Contractor must increase the existing Payment & Performance Bonds to \$11,932,763.41. The rider must be recorded in St. Lucie County and a certified electronic copy must be delivered to the City within ten (10) days of approval by the City Council.

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.

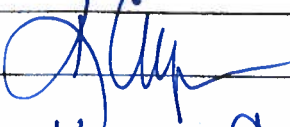
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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	FELIX ASSOCIATES OF FLORIDA, INC.
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	BENJAMIN MILLER VICE PRESIDENT
<b>Date:</b>	4/19/21
<b>Company Address:</b>	8528 SW KANSAS AVE, STUART, FL 34997

**THE CITY OF PORT ST. LUCIE**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Kristina Ciuperca
<b>Date:</b>	5/13/21
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

- 1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
- 2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

E-Verify Company Identification Number 405530

Date of Authorization 3/31/2011

Name of Contractor Felix Associates of Florida, Inc.

Name of Project Construction of Floresta Drive Improvements- Phase I

Solicitation Number (If Applicable) 20200054

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on APRIL, 19, 2021 in STUART (city), FL (state).

[Signature]  
 Signature of Authorized Officer

BENJAMIN MILLER, VICE PRESIDENT  
 Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 19<sup>th</sup> DAY OF April, 2021.

NOTARY PUBLIC [Signature]

My Commission Expires: 7/22/23



**CITY OF PORT ST. LUCIE, FLORIDA**  
**CONTRACT #20200054 – AMENDMENT #2**  
**PROJECT TITLE: Construction of Floresta Drive Improvements – Phase I**

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions***

The Contractor certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Contractor certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name: FELIX ASSOCIATES OF FLORIDA, INC.

Authorized By:  BENJAMIN MILLER  
(Sign) (Print Name)

Title: VICE PRESIDENT Date: 4/19/21

**CITY OF PORT ST. LUCIE, FLORIDA**  
**CONTRACT #20200054 – AMENDMENT #2**  
**PROJECT TITLE: Construction of Floresta Drive Improvements – Phase I**

**CERTIFICATION REGARDING LOBBYING**

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96)]. Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Company Name: FELIX ASSOCIATES OF FLORIDA, INC.

Authorized By:  BENJAMIN MILLER  
(Sign) (Print Name)

Title: VICE PRESIDENT Date: 4/19/21

**\*\*\*ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH AMENDMENT PACKAGE\*\*\***