



"A City for All Ages"

CONTRACT AMENDMENT

This Amendment #5, for the Design Services to provide 40% Design Plans for the Hegener Drive Extension Phase 3 Project Contract #20210103 ("Contract"), by and between the City and the Consultant, as defined below, shall be effective as of the date this Amendment #5 is fully executed.

Consultant's Full Legal Name:	CAPTEC Engineering, Inc.
Solicitation No./Event ID:	20210103
Solicitation Title/Event Name:	Design Services to provide 40% Design Plans for the Hegener Drive Extension Phase 3 Project
Contract Award Date:	April 11, 2022
Initial Current Contract Term:	April 26, 2022 through December 22, 2022
Current Contract Expiration Date:	May 29, 2024
Requested Contract Expiration Date:	September 26, 2024
Initial Contract Amount:	\$317,895.00
Current Contract Amended Amount:	\$635,457.00
Requested Financial Change Amount:	\$123,890.00
New Contract Amount:	\$759,347.00
Amendment No.:	5
Amendment Type:	Increase of Commodities

WHEREAS, the Contract, including the previous four (4) amendments, is in effect through the Current Contract Expiration Date, 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:

Increase of Commodities:

1. AMENDMENT #5 SCOPE OF WORK:

Provide 100% design plans for roadways, potable water distribution, wastewater collection, and stormwater improvement projects (Project) located on the Port St. Lucie Governmental Finance Corporation (GFC) lands.

The Project shall comprise of three road segments that can be constructed either concurrently or as stand-alone projects. The Consultant shall provide two separate sets of plan documents that allow the City to bid the roadway segments (Tom Mackie Boulevard and Marshall Boulevard) independently. The description of the road segments are as follows:

- Tom Mackie Boulevard – Extend Tom Mackie Boulevard from the proposed intersection of Tom Mackie Boulevard and E-W Road 2 south approximately 3,300 feet to the Marshall Parkway right-of-way (proposed intersection of Tom Mackie Boulevard and Marshall Parkway). This scope relocates the previous alignment of Tom Mackie Boulevard to the west. Approximately two-thirds of the previous alignment would be realigned.
- Marshall Parkway – Extend Marshall Parkway east from the Village Parkway intersection approximately 1,000 feet within the 150-foot-wide road right-of-way to the proposed intersection with Tom Mackie Boulevard. This scope realigns the entire previous alignment of Marshall Parkway.
- E-W Road 2 – Roadway connecting Village Parkway to Tom Mackie Boulevard with an approximate length of 1,600 feet. This roadway was separated in Amendment No. 4 with finalizing plans from 60% to 100% for this roadway to be completed by the Developer.

The Scope of Services includes roadway plans, drainage, utility plans, and irrigation and landscape design.

The drainage design shall be consistent with the South Florida Water Management District (SFWMD) Conceptual Permit for Southern Grove. The drainage plan shall include an equalizer pipe between lakes L22B and L24A. Utility design shall include water mains, gravity sewer mains, a lift station, water, and sewer services to future parcel(s) and force mains as needed.

The location of the previously designed lift station shall be adjusted as part of this scope.

Tom Mackie Boulevard and E-W Road 2 shall be located within a proposed 100-foot right-of-way for each roadway. Marshall Parkway shall be located within the existing 150-foot right-of-way, except additional right-of-way will be necessary at the intersection of Tom Mackie Boulevard and Marshall Parkway. Tom Mackie Boulevard and E-W Road 2 shall be designed with 10-foot public utility easements located outside of the right-of-way (ROW) on both sides, 12-foot travel lanes with a 12-foot two-way left-turn lane, 4-foot paved shoulders, 8-foot-wide sidewalk on both sides of the ROW, street trees, main trunk-line drainage, and swale drainage. Marshall Parkway shall be designed as a 4-lane median divided with 10-foot public utility easements located outside of the ROW on both sides, 12-foot travel lanes, 4-foot paved shoulders, 10-foot sidewalk on both sides of the ROW, street trees, and curb and gutter drainage. Landscape design/ Irrigation design build specifications shall be provided for the street trees.

The intersection of Tom Mackie Boulevard and Marshall Boulevard will be a conventional all-way STOP-sign controlled intersection, but the right-of-way will accommodate a future modern multilane roundabout.

Note that the 60% submittal for this project had the alignment of Tom Mackie Boulevard crossing the FPL overhead electric transmission easement north of the proposed intersection of Tom Mackie Boulevard and Marshall Parkway. The original intersection was located east of the FPL easement. The alignments

of both roadways have been revised, and the proposed intersection is located west of the FPL easement. Additional topographic survey and geotechnical borings will be required due to the revised alignment.

PROJECT SCOPE

The Project Scope of Services includes Survey & Geotechnical services, Construction Plans (including conceptual landscape design), creation, submittal and processing of a Plat through the City's Site Plan Review Committee and City Council, and preparation of drainage and/or utility easements. The Plat shall include the required road rights-of-way, water management tract(s), and create parcels for future development that will be accessed through the proposed roadways. Full lighting design is not included but spare conduits for future lighting, fiber optic and irrigation design build specifications shall be provided. The drainage design shall provide the maximum lake area that is allowed per the SFWMD Conceptual Permit for the Basin-B drainage sub-basin and follow the concept of the Stormwater Master Lake System Diagram illustrated in the Southern Grove Master Plan prepared by the Treasure Coast Regional Planning Council ("TCRPC"). The Project shall include a mass grading plan with an option to use embankment from the lake excavation to surcharge the roadway in advance of construction. In addition to the previously approved tasks:

- 1.1 - Survey and Geotechnical
- 1.1A - Topo Survey and Sketch and Legals
- 1.2 - 15% Plans
- 2.1 - 45% Plans
- 2.2 - 60% Plans
- 2.3 - Landscaping and Irrigation (45%)
- 3 - Permitting
- 4 - Lake Siting / Mass Grading Plan
- 5 - Platting

The following Scope of Services' Tasks are:

TASK 1.1B- TOPOGRAPHIC SURVEY / GEOTECHNICAL BORINGS / ENVIRONMENTAL

The Consultant will contract with a Licensed Surveyor to provide topographic survey for the revised alignment of Tom Mackie Boulevard and Marshall Parkway for areas not covered in previous survey work that will be within the roadway right-of-way, which will include the following:

- Acquire additional topographic survey data of approximately a 200-foot wide by 1500-foot-long area due to the realignment of Tom Mackie Boulevard. Add the topographic data to previous survey in AutoCAD.

The Consultant will contract with a Geotechnical Engineer to provide soil borings for the revised alignments for areas not covered in the original geotechnical report, which will include the following:

- Perform five (5) auger borings (ASTM D1452) to depths of 7-10 feet.
- Perform two (2) Standard Penetration Test (SPT) borings (ASTM D1587) to depths of 20 feet.
- Obtain soil samples from the borings for laboratory testing. This includes routine testing for AASHTO classification and may include standard sieve analyses, Atterberg Limits testing, organic content testing, etc.
- Prepare a letter summary report to supplement the previous Roadway Soil Survey report.

The Consultant will contract with an Environmental Engineer to provide Environmental Services, which

include the following:

- Prepare ERP Application Support Documents
Environmental subconsultant will conduct field reconnaissance, review publicly available permit files and information, and prepare an Environmental Assessment Report suitable for submittal to local, state, and federal (if applicable) environmental permitting agencies. In addition, prepare Section C. of the Environmental Resource Permit (ERP) application for the proposed project. These materials will be provided for submittal with the ERP application and any other necessary environmental permits.
- Gopher Tortoise Burrow Survey
Environmental subconsultant will have a licensed gopher tortoise agent conduct a 100% project area survey for the presence or occurrence of gopher tortoises within the project limits. This survey information will be provided in support of required approvals from local and state agencies for the project. Should there be gopher tortoises identified in the project limits, a separate agreement for relocation permitting would be necessary.
- Project Coordination
Environmental subconsultant will prepare for and participate in project team/coordination meetings throughout the project duration. In addition, the Environmental subconsultant will prepare responses to requests for additional information that may be generated by the environmental permitting and approval process.

Task 1.1B - Deliverable Date – 60 Days after Notice To Proceed (NTP)

TASK 2.2A– DESIGN DEVELOPMENT (100% PLANS)

The Consultant shall prepare a 100% Construction Plan Set separately for Tom Mackie Boulevard and Marshall Parkway, to include, but not limited to, the following sheets:

- Key Sheet
- Summary of Quantities
- General Notes
- Typical Section(s)
- Intersection Plans
- Roadway Profile or Grading Plans
- Cross Sections
- Stormwater Pollution Prevention Plan
- Lift Station Plan and Details
- Utility Adjustments
- Signing & Pavement Marking Plans

The work in this Amendment #5 is due to the realignment of Tom Mackie Boulevard of which approximately two-thirds of the length was realigned, and the entire length of Marshall Parkway was realigned. Upon completion, the 100% Plan Sets shall be submitted to the City of Port St. Lucie for review and comment. Any comments received will be addressed and resubmitted. The Consultant shall also submit a 100% Cost Estimate with the 100% Plans. The City will be allowed fourteen (14) calendar days for review and comment.

Task 2.2A - Deliverable Date – 90 Days after Notice To Proceed (NTP)

TASK 2.3A – LANDSCAPE & IRRIGATION PLANS

The Consultant shall supply the City with 100% plans for landscape and design/build criteria for the irrigation system for the project limits. Plans will include Tom Mackie Boulevard and Marshall Parkway. The plans shall be based upon the City’s landscaping policy. Landscape and Irrigation Plans

will be submitted concurrently with the 100% Design Development submittal for review. This work is for the redesign of the landscape and irrigation due to the realignments.

Task 2.3A - Deliverable Date – 90 Days after NTP

TASK 2.4 – LIGHTING (FUTURE TRAFFIC SIGNAL AND LIGHTING CONDUIT PLANS)

The Consultant will contract with an Electrical Engineer to supply the City with traffic signal and lighting conduit plans for the proposed intersection of Tom Mackie Boulevard and Marshall Parkway. This is to provide underground conduits in case a future traffic signal with lighting, or future lighting only, is installed at the intersection. The plans shall be based upon the City’s lighting criteria. Signal and Lighting Conduit Plans will be submitted concurrently with the 100% Design Development submittal for review.

Task 2.4 - Deliverable Date – 90 Days after NTP

TASK 3A – PERMITTING UPDATES

The Consultant will contact the appropriate permitting agencies and update permits as necessary due to the revised alignments of Tom Mackie Boulevard and Marshall Parkway. Re-permitting will need to be accomplished with the South Florida Water Management District (“SFWMD”), Southern Groves Community Development District (“SG CDD”), and the City of Port St. Lucie Utilities (“PSLUSD”). In addition, the Drainage Reports will be updated due to the revised alignments.

In addition, although the E-W Road 2 design work to finalize the plans from 60% to 100% will be completed by the Developer, Consultant will complete permitting for E-W Road 2 with SFWMD, SG CDD, and PSLUSD.

Task 3A - Deliverable Date – 90 Days after NTP

TASK 3.2 – FDOT SFGA (STATE FUNDED GRANT AGREEMENT) COORDINATION

This project has obtained State Appropriation. Under the General Appropriation Act, the City was awarded funding of \$3,000,000 for construction (54) in which Departmental (“FDOT”) funds are not to exceed the legislature award. Non-participating/participating items on the cost estimate will be reviewed at a separate meeting to determine eligibility. The FDOT cost estimate will be sent to the City for completion.

This task is for responding to FDOT 60% plans comments in the FDOT ERC (Electronic Review Comment System), responding to FDOT 100% plans comments in the FDOT ERC, providing pay items/quantities and cost estimate for the 100% submittal in FDOT format, and for any meetings and coordination necessary.

The FPID number for the project is 453184-1, Phase 54, Fiscal Year 2024.

Task 3.2 - Deliverable Date – 120 Days after NTP

TASK 6A: POST-DESIGN SERVICES

Post-Design Services requested by the City beyond the budget allotted in Amendment #4 would be completed by the Consultant in accordance with the enclosed Fee Schedule. Additional services will not be performed unless specifically requested by City, and an amendment to the Contract, executed by duly authorized representatives of both parties, is executed.

Deliverables

In addition to the deliverables to applicable permitting agencies, the Consultant shall supply the City the following:

- One (1) PDF (electronic) of 100% Construction Drawings and cost estimate for Tom Mackie Boulevard and Marshall Parkway separately.
- Two (2) sets of signed and sealed 100% “Approved for Construction” Drawings and Signed and Sealed Cost Estimate.
- One (1) PDF (electronic) copy of 100% “Approved for Construction.”
- One (1) AutoCAD copy of 100% “Approved for Construction” Drawings.
- One (1) PDF (electronic file for each) obtained permit for Tom Mackie Boulevard, Marshall Parkway, and E-W Road 2.
- One (1) Excel copy of 100% “Approved for Construction” Cost Estimate.

Consultant will provide the City with bid documents necessary to build the project. This will include bid language, plans, cost estimates, schedule, bid specifications, and addendums as needed.

COMPENSATION / TIME FRAME:

BASIC SERVICES	Days	Hours Per Task	Regular Hourly Rates	Sub-Consultant Fee	Project Costs
Task 1.1B - Topo Survey / Geotechnical Borings / Environmental	60 days from NTP				
Principal Engineer, PE (JWC)		4	\$210.00		\$840.00
Senior Engineer, PE (SJS)	-	10	\$180.00		\$1,800.00
Sr. Project Manager (JC)		4	\$160.00		\$640.00
Project Design Engineer / PE (TA)		4	\$130.00		\$520.00
Civil Design Technician (MB)		8	\$105.00		\$840.00
Administrative Services (JC)		7	\$65.00		\$455.00
Survey Subconsultant				\$6,700.00	\$6,700.00
Geotechnical Subconsultant				\$5,500.00	\$5,500.00
Environmental Subconsultant				\$11,000.00	\$11,000.00
Task 2.2A - Design Development (100% Plans)- Tom Mackie Blvd (2/3 of Length Realigned) and Marshall Parkway (Full Length Realigned) (separate plans for each)	90 days from NTP				
Principal Engineer, PE (JWC)		23	\$210.00		\$4,830.00
Senior Engineer, PE (SJS)	-	64	\$180.00		\$11,520.00
Sr. Project Manager (JC)		43	\$160.00		\$6,880.00

Project Design Engineer / PE (TA)		49	\$130.00		\$6,370.00
Civil Design Technician (MB)		82	\$105.00		\$8,610.00
Administrative Services (JC)		32	\$65.00		\$2,080.00
Task 2.3A - Landscaping / Irrigation (100% Plans)	90 days from NTP				
Principal Engineer, PE (JWC)		1	\$210.00		\$210.00
Senior Engineer, PE (SJS)	-	2	\$180.00		\$360.00
Sr. Project Manager (JC)		3	\$160.00		\$480.00
Project Design Engineer / PE (TA)		5	\$130.00		\$650.00
Civil Design Technician (MB)		16	\$105.00		\$1,680.00
Administrative Services (JC)		5	\$65.00		\$325.00
Landscape Subconsultant				\$4,500.00	\$4,500.00
Task 2.4 - Conduit for Future Lighting and Future Traffic Signal (Tom Mackie/Marshall Intersection)	90 days from NTP				
Principal Engineer, PE (JWC)		1	\$210.00		\$210.00
Senior Engineer, PE (SJS)	-	3	\$180.00		\$540.00
Sr. Project Manager (JC)		2	\$160.00		\$320.00
Project Design Engineer / PE (TA)		4	\$130.00		\$520.00
Civil Design Technician (MB)		1	\$105.00		\$105.00
Administrative Services (JC)		2	\$65.00		\$130.00
Lighting Subconsultant				\$5,500.00	\$5,500.00
Task 3A - Permitting Updates	90 days from NTP				
Principal Engineer, PE (JWC)		13	\$210.00		\$2,730.00
Senior Engineer, PE (SJS)	-	32	\$180.00		\$5,760.00
Sr. Project Manager (JC)		69	\$160.00		\$11,040.00
Project Design Engineer / PE (TA)		52	\$130.00		\$6,760.00
Civil Design Technician (MB)		52	\$105.00		\$5,460.00
Administrative Services (JC)		31	\$65.00		\$2,015.00
Task 3.2 - FDOT SFGA (State Funded Grant Agreement) Coordination	120 days from NTP				
Principal Engineer, PE (JWC)		7	\$210.00		\$1,470.00

Senior Engineer, PE (SJS)		18	\$180.00		\$3,240.00
Sr. Project Manager (JC)		0	\$160.00		\$0.00
Project Design Engineer / PE (TA)		6	\$130.00		\$780.00
Civil Design Technician (MB)		0	\$105.00		\$0.00
Administrative Services (JC)		8	\$65.00		\$520.00
TOTAL					\$123,890.00

2. **CONTRACT EXTENSION:** The parties hereby agree that the Current Contract Expiration Date will be extended for an additional 120 calendar days as follows:

A. Beginning Date of Amendment #5 Term: May 30, 2024
 End Date of Amendment #5 Term: September 26, 2024

B. The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment #5 Term," unless the parties agree to extend the Contract for an additional period of time.

3. **E-Verify.** In accordance with section 448.095, Florida Statutes, the Consultant agrees to comply with the following:

1. Consultant must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant. Consultant must provide City with sufficient proof of compliance with this provision before beginning work under this Amendment #5.
2. If Consultant enters into a contract with a subcontractor, Consultant must require each and every subcontractor to provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontractor with an unauthorized alien. The Consultant shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate the Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Consultant shall immediately terminate any contract with any subcontractor if Consultant has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Consultant knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Consultant and order the Consultant to immediately terminate the contract with the subcontractor.
5. The City shall terminate the Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Consultant may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of the contract.
6. The City, Consultant, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. Such a cause of action must be filed in accordance with the Venue provision in Section XXI of the Contract.

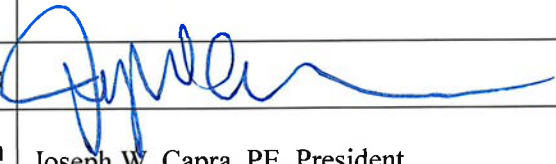
4. **SUCCESSORS AND ASSIGNS.** This Amendment #5 shall be binding upon and inure to the benefit

of the successors and permitted assigns of the parties hereto.

5. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #5, the Contract, including any written amendments thereto, 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 #5 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 #5 to be duly executed by their authorized representatives.

CONTRACTOR

Consultant's Full Legal Name: (PLEASE TYPE OR PRINT)	CAPTEC Engineering, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Joseph W. Capra, PE, President
Date:	November 15, 2023
Company Address:	301 NW Flagler Avenue, Stuart, FL 34994

THE CITY OF PORT ST. LUCIE

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