

MEMORANDUM

DATE: January 10, 2023

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

FROM: Robyn Holder, CPPB 
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20220045 Amendment #1
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.



**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:	Elkcam Bridge Construction Substantial Completion Date – 7/3/2023 & Elkcam Bridge Construction Final Completion Date – 8/4/2023. The Project Final Completion remains at 9/25/2024
Initial Contract Amount:	\$29,997,174.23
Current Contract Amended Amount:	\$29,997,174.23
Requested Financial Change Amount:	(\$210,226.00)
New Contract Amount:	<u>\$29,786,948.23</u>
Amendment No.:	1
Amendment Type:	Decrease of Commodities

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. The Scope of Work is as follows: Adjust Contract value to incorporate cost savings associated with Contactor re-design of bridge piles/substructure and single phase bridge construction as well as a full closure of Floresta Drive between Thanksgiving Avenue and Thornhill drive for a period of 201 calendar days, as outlined herein.
2. The estimated cost is as follows:

LINE #	PAY ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT
STRUCTURE						
1	0110 3	REMOVAL OF EXISTING STRUCTURE	4997.0	SF	\$ 62.00	\$ (309,814.00)
2	0455 34 5	PILING, PRESTRESSED CONCRETE (24" SQ)	1820.0	LF	\$ 85.00	\$ (154,700.00)
3	0455 143 5	TEST PILES-PRESTRESSED CONCRETE (24" SQ)	170.0	LF	\$ 462.00	\$ (78,540.00)
4	0530 1	RIPRAP - SAND CEMENT	30.6	CY	\$ 452.00	\$ (13,831.20)
5	0530 3 3	RIPRAP - RUBBLE (BANK & SHORE)	457.9	TN	\$ 226.00	\$ (103,485.40)
6	0530 74	BEDDING STONE	285.3	TN	\$ 282.00	\$ (80,454.60)
7	0400 4 5	CLASS IV CONCRETE (SUBSTRUCTURE)	164.0	CY	\$ 2,258.00	\$ (370,312.00)
8	0400 148	PLAIN NEOPRENE BEARING PADS	17.5	CF	\$ 1,693.00	\$ (29,627.50)
9	0415 1 5	REINFORCING STEEL (SUBSTRUCTURE)	33804.0	LB	\$ 2.60	\$ (84,510.00)
10	0400 2 10	CLASS II CONCRETE (APPROACH SLAB)	159.4	CY	\$ 903.00	\$ (143,938.20)
11	0400 4 4	CLASS IV CONCRETE - SUPERSTRUCTURE	53.2	CY	\$ 1,693.00	\$ (90,067.60)
12	0400 4 47	CLASS IV CONCRETE, CIP TOPPING WITH SHRINKAGE REDUCING ADMIXTURE	140.6	CY	\$ 2,258.00	\$ (317,474.80)
13	0415 1 9	REINFORCING STEEL (APPROACH SLAB)	33914.0	LB	\$ 2.60	\$ (84,785.00)
14	0415 1 4	REINFORCING STEEL (SUPERSTRUCTURE)	50187.0	LB	\$ 2.50	\$ (125,467.50)
15	0400 7	BRIDGE DECK GROOVING	581.0	SY	\$ 23.00	\$ (13,363.00)
16	0400 9 1	BRIDGE DECK PLANING	581.0	SY	\$ 23.00	\$ (13,363.00)
17	0450 8 11	PRESTRESSED BEAM: FLORIDA SLAB BEAM, BEAM DEPTH, 12" CARBON STEEL WIDTH (48-61")	102.0	LF	\$ 570.00	\$ (58,140.00)
18	0450 8 12	PRESTRESSED BEAM: FLORIDA SLAB BEAM, BEAM DEPTH, 12" CARBON STEEL WIDTH (52-54")	609.0	LF	\$ 570.00	\$ (347,130.00)
19	0450 8 13	PRESTRESSED BEAM: FLORIDA SLAB BEAM, BEAM DEPTH, 12" CARBON STEEL WIDTH (55-57")	812.0	LF	\$ 570.00	\$ (462,840.00)
20	0458 1 11	BRIDGE DECK EXPANSION JOINT (NEW CONSTRUCTION - F&I) (POURED JOINT WITH BACKER ROD) TYPE D SILICONE	275.0	FT	\$ 90.00	\$ (24,750.00)
21	0515 4 2	BULLET RAILING, DOUBLE RAIL	332.0	LF	\$ 67.00	\$ (22,244.00)
22	0520 70	CONCRETE TRAFFIC SEPARATOR, SPECIAL	148.0	SY	\$ 147.00	\$ (21,756.00)
23	0521 5 4	CONCRETE TRAFFIC RAILING - BRIDGE (32" VERTICAL FACE)	332.0	LF	\$ 198.00	\$ (65,736.00)
24	0630 2 18	CONDUIT, FURNISH & INSTALL, EMBEDDED CONCRETE BARRIERS AND TRAFFIC RAILINGS	992.0	LF	\$ 12.00	\$ (11,904.00)
200	0530 200 A	STRUCTURE CONSTRUCTION	1.0	LS	\$ 2,901,657.80	\$ 2,901,657.80
201	0530 200 A	STRUCTURE DESIGN	1.0	LS	\$ 30,500.00	\$ 30,500.00
202	0102 1 A	MAINTENANCE OF TRAFFIC/DRAINAGE - POLYNESIAN CIRCLE	1.0	LS	\$ (35,000.00)	\$ (35,000.00)
203	0102 1 B	MAINTENANCE OF TRAFFIC / TEMP ASPHALT - POLYNESIAN CIRCLE	525.0	TN	\$ 154.00	\$ (80,850.00)
25					Sub Total:	\$ (210,228.00)

3. Portable Changeable Message Signs (PCMS): \$9.00/day for each PCMS will be deducted for each day that the City provided PCMS are being utilized by the contractor.
4. Contract Time: This amendment makes no adjustment to the Contract Time.
5. Additional Contract terms and conditions:
 - a. Closure to commence 1/16/23.
 - b. Contractor to provide signed & sealed MOT plan acceptable to the City and meet Standard Plans requirements throughout the closure duration. The Contractor shall

- cooperate with the City and make reasonable MOT adjustments as needed during the duration of the closure work. The Contractor shall assume maintenance responsibilities for the signals along the detour route and make adjustments as needed throughout the closure duration to optimize traffic flow. The Contractor shall attend weekly coordination meeting with City Traffic Operations and CEI.
- c. Bridge construction and roadway work associated with the closure to be Substantially Complete by 7/3/23 and achieve Final Completion by 8/4/23. Substantial completion is defined as the bridge work (569+31 to 570+97) complete such that two-way vehicular traffic and pedestrian traffic could use the bridge for its intended use, allowing for the generation of the punch list. Final Completion requires completion of the bridge punch list (not including bridge deck joints), achieving acceptable conditions to remove all detours, and removal of all detours, opening the roadway to vehicular and pedestrian traffic; further defined as one paved lane of traffic in each direction (northbound and southbound) from Thanksgiving Avenue to Thornhill Drive and completed bridge pedestrian crossing and associated sidewalk on the east side of Floresta Drive, from the southern project limit to Polynesian Avenue. Failure to meet these dates shall result in liquidated damages in the amount of **\$2,811.00** per calendar day. Weather delays are not an acceptable reason for not meeting the required completion dates.
 - d. The Contractor shall assume full responsibility and liability for the bridge re-design.
 - e. This cost adjustment includes all work including the road closure and the bridge re-design and construction. All original Contract bridge pay items will be paid to 100% of the bid tab quantities. The credit items on this amendment include full compensation for the road closure and the bridge design and construction. There will be no overruns paid on any of the bridge pay items.
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

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Felix Associates of Florida, INC.
Authorized Signature:	
Printed Name and Title of Person Signing:	Vincent Amato President
Date:	1/9/23
Company Address:	8528 SW Kansas Ave, Stuart, Florida

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	Jan. 11, 2023
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984