

MEMORANDUM

DATE: April 27, 2021

TO: ***ORIGINAL***
CITY CLERK

FROM: Robyn Holder, CPPB
Procurement Management Department

SUBJECT: Authorization to Release Contract

CONTRACT: #20160085 Amendment #6
CONTRACT TITLE: Design Services for SW Port St. Lucie Blvd. "North
Recreation Project"

VENDOR NAME: American Consulting Professionals, LLC
VENDOR ADDRESS: 2000 Palm Beach Lakes, Suite 1000
CITY & STATE: West Palm Beach, FL 33409

AMENDMENT #6 APPROVED BY COUNCIL on APRIL 26, 2021:

7h) AMERICAN CONSULTING PROFESSIONAL, LLC, AMENDMENT #6 FOR DESIGN & PERMITTING SERVICES REQUIRED FOR THE RELOCATION OF UTILITIES ON PORT ST. LUCIE BLVD. "NORTH" RECONSTRUCTION PROJECT, #20160085, AN ADDITIONAL COST OF \$199,005.00, FOR A NEW CONTRACT TOTAL OF \$1,48,585.00, PLUS AN ADDITIONAL 914 CALENDAR DAYS FOR A NEW ENDING DATE OF SEPTEMBER 1, 2023, UTILITY SYSTEMS DEPARTMENT, PROCUREMENT MANAGEMENT

February 11, 2019 - 7g) AMERICAN CONSULTING PROFESSIONAL, LLC, AMENDMENT #4 FOR DESIGN & PERMITTING SERVICES REQUIRED FOR THE RELOCATION OF UTILITIES ON PORT ST. LUCIE BLVD. "NORTH" RECONSTRUCTION PROJECT, #20160085, AN ADDITIONAL COST OF \$184,860, FOR A NEW CONTRACT TOTAL OF \$906,839.95, PLUS AND ADDITIONAL 195 CALENDAR DAYS FOR A NEW ENDING DATE OF NOVEMBER 18, 2019, UTILITY SYSTEMS DEPARTMENT, PROCUREMENT MANAGEMENT



CONTRACT AMENDMENT

This amendment by and between the Consultant and the City as defined below shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	American Consulting Engineers, LLC
Solicitation No./Event ID:	20160085
Solicitation Title/Event Name:	Design Services for SW Port St. Lucie Blvd. "North" Reconstruction Project – Utility Relocation Portion
Contract Award Date:	9/12/2016
Initial Current Contract Term:	10/3/2016 – 7/30/2017
Current Contract Expiration Date:	3/01/2021
Requested Contract Expiration Date:	9/01/2023
Initial Contract Amount:	\$474,650.00
Current Contract Amended Amount:	\$949,579.95
Requested Financial Change Amount:	\$199,005.00
Amendment No.:	6
Amendment Type:	Increase 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:

1A. The following is a detailed description of the engineering services to be provided.

SECTION 1 - SCOPE OF SERVICES

CONSULTANT shall perform the engineering Scope of Services as described herein.

TASK 1: General Engineering Services During Construction

The Contract period shall be 709 calendar days from Notice to Proceed (NTP) to Contract readiness for final payment. The actual construction period for the water and sewer utilities installation portion of the project is assumed to be 175 calendar days.

Item 1.1 - Pre-construction Conference

CONSULTANT shall attend a pre-construction conference with representatives of the CITY and Contractor and major subcontractors.

Item 1.2 – Shop Drawing Review

CONSULTANT shall receive, log, and review shop drawings, test results, samples, certifications, preliminary Operation and Maintenance (O&M) Manuals, product submittals and other related documents for general conformance with the design intent and provisions of the Contract Documents. CONSULTANT will consult with the CITY concerning the acceptability of substitute materials and equipment proposed by the Contractor. Review of up to fifty (50) submittals (total, which includes submittals, and re-submittals, if required) is included in the budget for SDC phase services. CONSULTANT will review and return submittals to CITY and Contractor within fourteen (14) calendar days of receipt. CONSULTANT shall maintain a shop drawing log indicating the dates of Contractor submittals, rejections and approvals, and provide that log to the CITY.

Item 1.3 – Construction Interpretations and Clarifications

CONSULTANT shall receive, log, distribute, and respond in writing, along with associated support materials, to Contractor's requests for information (RFI) regarding the design documents during the 175- day construction period. A total of twenty (20) RFI responses have been included in this task. CONSULTANT shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered, and a response prepared and submitted to the Contractor in a timely fashion commensurate with the nature of the response.

Item 1.4 – Applications for Pay Estimate

CONSULTANT shall review monthly payment applications (total of 6). CONSULTANT shall verify the quantities as represented on the pay request and make a recommendation to the CITY to proceed with the payment as requested, or as modified based on CONSULTANT review.

TASK 2 – RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES

CONSULTANT shall provide full-time inspections of the Project during the construction of the utility work in a total period of not-to-exceed 175 days. The weekly work production during the construction period is anticipated to be variable. The estimated RPR efforts included in Task 2 totals 1,400 hours for full-time coverage.

Activities performed under this task consist of furnishing an RPR during construction of the project, to observe the quality of the construction work, and to determine, in general, if the construction of the proposed improvements can be certified to the CITY. Field reports shall be prepared and maintained by CONSULTANT documenting activities performed under this task. CONSULTANT shall provide hourly back-up, field reports and progress photos to the CITY with each invoice.

The RPR shall:

- Conduct on-site inspections of the work in progress to assist in determining if the work is proceeding in accordance with the Contract Documents and that completed work substantially conforms to the Contract Documents.
- Attend meetings, as needed and appropriate.
- Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them to CITY, in writing. CONSULTANT shall make recommendation for action by the CITY.
- Assist CITY, as needed, during coordination of materials and equipment testing required by the Contract Documents.
- Observe materials and equipment testing in accordance with the Contract Documents.
- Verify that tests, equipment and system startup are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof; and observe, record, and report appropriate details relative to the test procedures and start-up to CITY and appropriate regulatory agencies.

SECTION 2 - DELIVERABLES

The following deliverables will be provided:

- Reviewed shop drawing and shop drawing logs
- All Requests for Information (RFI) from the Contractor with responses
- Recommendations of payment requests from the Contractor
- Daily construction field reports

SECTION 3 – COMPENSATION

Compensation for the tasks outlined above will be as follows:

TASK	ENGINEERING FEE
Task 1 – General Engineering Services During Construction (Lump Sum)	\$38,005.00
Task 2 – RPR Services (Time & Expense – Not to Exceed)	\$161,000.00
TOTAL	\$199,005.00

SECTION 4 – SCHEDULE

The CONSULTANT's schedule will be concurrent with the Contractor's schedule for the project. The CONSULTANT shall provide this information upon Notice to Proceed.

SECTION 5 – OBLIGATIONS

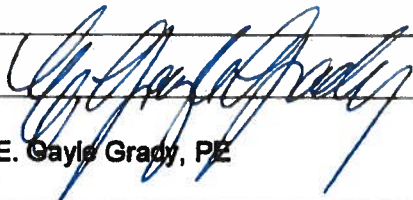
To assist in meeting the schedule and budget estimates contained in this Task Order, American and/or the City of Port St. Lucie will provide the following:

1. Prompt review and comment on deliverables.
2. Attendance of key personnel at meetings.

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.

CONSULTANT

Consultant's Full Legal Name: (PLEASE TYPE OR PRINT)	American Consulting Professionals, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	E. Gayle Grady, PE
Date:	April 13, 2021
Company Address:	2041 Vista Parkway, Suite 101, West Palm Beach, FL 33411

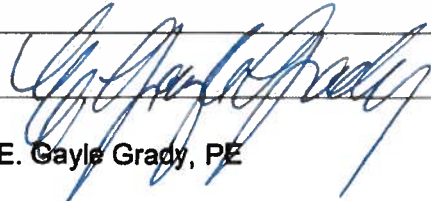
THE CITY OF PORT ST. LUCIE

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


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Authorized Signature:	
Printed Name and Title of Person Signing:	E. Gayle Grady, PE
Date:	April 13, 2021
Company Address:	2041 Vista Parkway, Suite 101, West Palm Beach, FL 33411

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Matthew Shiver, Director of Procurement Services
Date:	04/27/2021
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984