

MEMORANDUM

DATE: December 8, 2023

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

FROM: Robyn Holder, CPPB 
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20190112 Amendment #12
CONTRACT TITLE: Design Services for Floresta Drive Improvements Phase 2

CONTRACTOR NAME: American Consulting Engineers of Florida, LLC
ADDRESS: 2818 Cypress Ridge Blvd., Suite 200
CITY & STATE: Wesley Chapel, FL 33544

COUNCIL APPROVED: N/A
AMENDMENT #10 AMOUNT: \$13,400.00
CONTRACT TERM: NO CHANGE – END DATE 9/1/2024.

COUNCIL APPROVED: N/A
AMENDMENT #11 AMOUNT: \$62,800.00
CONTRACT TERM: An additional 120 calendar days for a new end date of 12/30/2024.

COUNCIL APPROVED: N/A
AMENDMENT #12 AMOUNT: \$14,100.00
CONTRACT TERM: No additional time is required. End date is 12/30/2024.





"A City for All Ages"

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.

Consultant's Full Legal Name:	American Consulting Engineers of Florida, LLC.
Solicitation No./Event ID:	20190112
Solicitation Title/Event Name:	Design & Permitting Floresta Drive Phases 2 & 3
Contract Award Date:	December 9, 2019
Initial Current Contract Term:	March 31, 2021
Current Contract Expiration Date:	September 1, 2024
Requested Contract Expiration Date:	December 30, 2024 (120 calendar days)
Initial Contract Amount:	\$2,100,000.00
Current Contract Amended Amount:	\$2,704,976.00
Requested Financial Change Amount:	\$14,100.00
<u>New Contract Amount:</u>	\$ 2,719,076.00
Amendment No.:	12
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:

1. Additional Scope of Work not included in the original contract.

The Consultant will provide Design Services for D-11 Canal Stabilization Improvements from SE Floresta Drive to East of SE Coral Reef Street

More specifically the consultant will provide the following services:

Phase 1 – Plans Update:

The Consultant will prepare and update final construction plans and contract documents to include final quantities and technical specifications. This includes updating final probable construction cost estimates, and technical specifications for all aspects of the proposed work (for inclusion into City bid package), table of pay items, units and estimated quantities.

The phase will be completed in various Tasks, as follows:

Task 1 – 100% Design Plans Update will include updating the design to connect to the proposed cross drain inverts as shown in the Floresta 3 improvement plans. The general approach, piping the ditch, will remain the same and there will be no changes east of Bayharbor Street. This phase will include updating of contract documents, which will include final quantities and technical specifications.

100% design deliverables will include the following:

1. Construction Plans:
 - Key Map
 - Summary of Pay Items
 - Typical Section & Notes
 - Summary of Quantities
 - Optional Materials Tabulation
 - Project Layout
 - Plan / Profiles (1" = 40'/11" x 17")
 - Cross Drain Stabilization Detail Sheets
 - Cross Section Sheets
 - SWPPP Sheets
 - Erosion Control Plans
 - Traffic Control Notes and Details
2. Other Items:
 - Detailed Cost Estimate

The City will be allowed ten (10) calendar days for review and comment on the 100% Plans Update Submittal.

Phase 2 – Bid and Award Phase

Task 2: Bid and Award Phase - During this phase, the plans and contract documents, to include final quantities and technical specifications, will be completed. All 100% City comments will be addressed. Signed and Sealed Construction Plans will be submitted.

Task 3: Post Design Services - The Consultant will attend the Pre-bid meeting, answer questions regarding the Construction Plans or technical aspects of the bid documents during the bid process, attend the pre-construction meeting and progress meetings, as needed, and resolve design issues identified in the field during construction.

Compensation:

The total amount to be paid by the City to the Consultant is as follows:

Task 1 100% Design Plan Update: \$6,000.00
Task 2 Bid Award Phase: \$4,100.00

Task 3 Post Design Services: \$4,000.00
Total: \$14,100.00

Schedule:

Task 1 – 35 Days after NTP
Task 2 – 10 days
Task 3 – TBD days
Total – 45 Days (Tasks 1 & 2)

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.

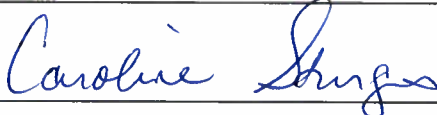
3. ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written 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 Engineers of Florida, LLC.
Authorized Signature:	
Printed Name and Title of Person Signing:	E. Gayle Grady, PE Managing Partner
Date:	12.8.2023
Company Address:	2818 Cypress Ridge Blvd., Suite 200, Wesley Chapel, FL 33544

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:	12/11/2023
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984