

MEMORANDUM

DATE: February 16, 2022

TO: ****ORIGINAL****
CITY CLERK

FROM: Michelle Fentress
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20210053R-A1
CONTRACT TITLE: Rehabilitation / Repair of Water Control Structures
#A-22, A-24 & one (1) BSL-2 Twin Culverts at the
A-2 Pond

VENDOR NAME: Custom Built Marine Construction, Inc.
VENDOR ADDRESS: 3119 Hammond Road
CITY & STATE: Fort Pierce, FL 34946

APPROVED BY COUNCIL: 02/14/2022
-7.g) APPROVE AMENDMENT #1 TO CONTRACT #20210053R FOR THE
REBHILITATION / REPAIR OF WATER CONTROL STRUCTURES #A-22,
A-24 & ONE (1) BSL-2 TWIN CULVERS AT THE A-2 POND WITH
CUSTOM BUILT MARINE CONSTRUCTION, INC.

CONTRACT TERM: 11/15/2021 THROUGH 11/25/2022 (375) calendar days,
with no renewal options.

AMENDMENT #1: This Amendment was approved by Council on February 14,
2022, and it provides for additional services in the amount of **\$98,068.58**. It also
provides an additional 14 days to be added to the contract for the additional work.
The new end date is December 09, 2022.

Please see the attached for (1) original contract for your records





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:	Custom Built Marine Construction
Solicitation No./Event ID:	20210053R
Solicitation Title/Event Name:	Rehabilitation / Repair of Water Control Structures A-22, A-24, One (1) BSL-2, Twin Culverts at the A-2 Pond
Contract Award Date:	10/25/2021
Initial Current Contract Term:	11/15/2021 through 11/25/2022
Current Contract Expiration Date:	11/25/2022
Requested Contract Expiration Date:	12/09/2022
Initial Contract Amount:	\$1,532,885.00
Current Contract Amended Amount:	\$1,532,885.00
Requested Financial Change Amount:	\$98,068.58
New Contract Amount:	\$1,630,953.58
Amendment No.:	1
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:

- ADDITIONAL SERVICES.** This Amendment adds two pay items back into the project. The cofferdam item uses the same items cost as provided for the cofferdams at the Twin Culvert site, and the cost provided for BSL-1 and BSL-2 at the time of bid. The Contractor provided a breakdown of the material, equipment and labor required to furnish, install and operate the

dewatering system while repairs to both mitered end sections that were made. This Amendment provides for the following:

- A. Contract Pay Item #AO1-001 – Dewatering for BSL-2. This item was created to provide compensation to the contractor for the cost of furnishing, operating, maintaining and removing the equipment necessary to dewater the BSL-2 site during construction. **Increase Cost = \$36,468.58.**
- B. Contract Pay Item #999-7 – Cofferdam at BSL-2. This item quantity was increased to account for the linear feet of coffer dam required and approved to successfully dewater the BSL-2 construction site. 220 LF of sheeting is required at \$280.00 / LF. **Increase Cost = \$61,600.00.**

Total Contract increase cost for this Amendment = \$98,068.58.


- 2. **CONTRACT EXTENTION.** The Contractor has requested the addition of fourteen (14) calendar days to be added for the additional work. The parties hereby agree that the contract will be extended for an additional fourteen (14) calendar days as follows:

Beginning Date of Amendment #1: November 26, 2022
 End date of Amendment #1: December 9, 2022

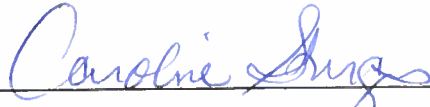
- 3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance 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)	Custom Built Marine Construction, Inc
Authorized Signature:	
Printed Name and Title of Person Signing:	Robert Henry Belasic - Vice President
Date:	Tuesday, February 1, 2022
Company Address:	3119 Hammond Road, Fort Pierce, FL. 34946

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:	2/16/2022
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984



January 25, 2022
1813,11

Mr. Leroy Cooper
Project Manager
City of Port St. Lucie
450 SW Thornhill Drive
Port St. Lucie, FL 34984
(772) 370-0327

**RE: CONTRACT NO.: 20210053R – A-22, A-24, TWIN CULVERTS, BSL-1 AND BSL-2
CONTROL STRUCTURE IMPROVEMENTS
AMENDMENT NO. 1 – DEWATERING FOR BLS-2**

Dear Mr. Cooper:

Attached please find Amendment No. 1 for the above referenced project. The Contract price and duration for this project is \$1,532,885.00 and 375 calendar days respectively. Amendment No. 1 adjusts the Contract amount to \$1,630,953.58 and the time to 389 calendar days. The attached Amendment No. 1 creates one (1) new pay item and increases one (1) existing contract pay item. The cost associated with this Amendment results in an increase to the existing contract of \$98,068.58. The contractor has requested the addition of fourteen (14) contract days for the additional work. Therefore, the new Contract Time is extended to 389 days, or December 9, 2022.

During the design phase of the above project, line items for improvements for BSL-1 and BSL-2 were quantified together. During the bidding phase of the Contract, the Contractor's bid for the work associated with the improvements to BSL-1 and BSL-2 totaled \$486,960.00. In an effort to reduce the total project improvement cost, each item was reviewed to determine whether it could be reduced or eliminated and still meet the original scope of work for the project. During this review it was determined the sheeting associated with BSL-1 was almost entirely below grade and as not subjected to the forces of corrosion as the majority of similar control structures throughout the City. Consequently it was determined that the restoration of the sheeting and items associated with this work could be eliminated. These items included; Pre-Construction Video, Construction layout / Record Drawings, Dewatering, Cofferdam and Refurbishing Sheet Pile Wier. Eliminating these items reduced the improvement cost associated with BSL-1 and BSL-2 from \$486,960.00 to \$164,560.00. Unfortunately, it was determined afterwards that two of the deleted items were also associated with the proposed improvements to BSL-2. These items being the Cofferdam and the dewatering pay items. To properly perform the required repairs to BSL-2, each end of the structure needs to be closed off with a cofferdam and the work area dewatered.

Mr. Leroy Cooper
January 25, 2022
Page 2 of 3

This Amendment adds these two pay items back into the project. The cofferdam item uses the same items cost as provided for the cofferdams at the Twin Culvert site, and the cost provided for BSL-1 and BSL-2 at the time of bid. The contractor provided a breakdown of the material, equipment and labor required to furnish, install and operate the dewatering system while repairs to both mitered end sections we made.

The Amendment is summarized as follows:

1. Contract Pay Item #AO1-001 – Dewatering for BSL-2 This item was created to provide compensation to the contractor for the cost of furnishing, operating, maintaining and removing the equipment necessary to dewater the BSL-2 site during construction. **Increase Cost = \$36,468.58.**
2. Contract Pay Item #999-7 – Coffer Dam at BSL-2. This item quantity was increased to account for the linear feet of coffer dam required and approved to successfully dewater the BSL-2 construction site. 220 LF of sheeting is required at \$280.00 / LF. **Increase Cost = \$61,600.00**

Total Contract increase cost for this Amendment = \$98,068.58

The contractor has requested the addition of fourteen (14) contract days for this additional work. Therefore, the Contract completion date will be extended by 14 days to December 9, 2022, a total of 389 Contract days. All other provisions of the Original Contract remain in full effect.

CAPTEC recommends approval of this Amendment and request the City's review and approval to proceed with processing. Please review the attached documentation and advise if acceptable.

Should you have any questions or require any additional information, please feel free to contact me at your earliest convenience.

Sincerely,



Gary L.S. Jones, P.E.
Director of Construction

P:\1800\1813.11 -A-22 A-24 & BLS Control Structures\Construction\Change Orders-Amendment\A1\Cooper
Amendment I 01252022

"EXHIBIT B"

Amendment No. 1 - Breakdown

1/24/2022

Pay Item No.	Description	Unit	Original Quantity	Unit Price	New Quantity	Adjustment This CO	Amount
CONTRACT No.: 20210025							
AO1-001	Dewatering for BSL-2	LS	0.000	\$36,468.58	1	1.00	\$36,468.58
999-7	Cofferdam at BSL-2	LF	0.000	\$280.00	220	220.00	\$61,600.00

TOTAL CHANGE ORDER NO. 1 \$98,068.58

Gary Jones

From: Gary Jones
Sent: Monday, January 10, 2022 3:33 PM
To: John Dunton
Cc: Leroy Cooper; Gina Colonna
Subject: A-22 / A-24 / BLS-1 & 2 (Dewatering for BSL-2)
Attachments: dewatering costs.pdf

JD,
As you are aware, the Cofferdam (Item No. 999-6) and Dewatering Item No. (999-7) pay items were removed from the BSL -1 and BSL-2 improvements. The Contractor provided bid unit cost for these two items at \$280.00 / LF of cofferdam and a LS cost of \$50,000.00 for dewatering.

The contractor looked at the sheeting needed to close off both ends of BSL-2. Originally, they were looking at 260 LF of sheeting, 130 feet for both ends. They have re-looked at this and believe they can close off the ends with 110 lf each end for a total of 220 LF. At the original contract unit price for sheeting, \$280.00/LF the cofferdam cost would be \$61,600.00.

The dewatering costs is a little more difficult to ascertain the cost anticipated for BSL-1 and BSL-2. However, I requested some further breakdown from the contractor on the cost associated with the work. The dewatering is necessary to properly make corrections to the BSL-2.

Originally based on all the dewatering items remaining in the Contract, the contractor was going to purchase the pump which would lower his cost at each location. When the dewatering item was removed from BSL-1/BSL-2 it was not cost effective for them to purchase, and they decided to rent instead.

The contractor has provided a cost of \$36,468.58 to provided dewatering for the reconstruction of the two mitered end sections at BSL-2 and the placement of Rip Rap rubble at the same. The cost is based on the rental of two 8" pumps, associated pipe and materials and labor for furnishing and maintaining the dewater system for 4 weeks from installation throughout completion of the work requiring dewatering at BSL-2.

The cost provided is slightly less than $\frac{3}{4}$ of the cost of the original dewatering cost which was provided for both locations. We have looked at the costs associated with the work and feel these are fair and reasonable cost.

Additionally, although time was not credited to the project when the dewatering and sheeting was removed, the contractor is requesting a time extension of 14 days for the work, due to delays getting started with the work.

CAPTEC had review the cost associated with the dewatering, the sheeting and the additional time and recommend that we move forward with the dewatering, sheeting and time. The total amount for this work will be \$61600.00 for the sheeting and \$36,468.58 for the dewatering or \$98,068.58. If acceptable, CAPTEC will prepare and amendment for this additional work.

If you have any questions or comments, please feel free to contact me.

Gary Jones

From: Robbie Belasic <Robbie@custombuiltmarine.com>
Sent: Friday, January 7, 2022 6:27 PM
To: Gary Jones
Cc: Gina Colonna; Jaydeep Ghorpade
Subject: RE: 5C149/ 202100053R/ PSL Water Control Structures Rehabilitation/ RCO 5C149-2_BSL-2_Dewatering Revision 1
Attachments: 5C149-2_BSL2_Dewater Rev2.pdf

Good evening, Gary.

Thank you for the conversation and explanation. I believe the issue was the separation of the cofferdam. I apologize for the confusion. Attached is the cost breakdown for the dewatering aspect. Originally, CBMC was going to purchase a 12" pump for the project but when it was reduced, we could not afford to purchase the 12" pump and thusly it was sold. We are now reverting to renting the equipment. Renting a single 12" pump was more than the cost of renting 2 each of 8" pumps. The labor is based on the site superintendent and equipment operator to maintain and keep the equipment operating properly during the operations (4 labor hours, each day for 4 weeks' time, PM – 30 minutes each week). The fuel is weighted at 2.4 gallons per hour for an 11-hour day, for a 5-day work week and 4 weeks' time. Equipment based on 1 week of utilization for equipment location and relocation.

Contractor minimized the cofferdam length, from original plan design, in a cost savings effort. The cofferdam is maintained at the contract proposal of \$280 per LF maintaining 220 LF = \$61,600 with a dewatering breakdown of \$36,468.58 – total \$98,068.58. Contractor is requesting 14 days of contract time for changes and current delay.

Please review.

Thank you for your time and assistance.

Robbie Belasic
Lead Estimator/ Project Manager
Custom Built Marine Construction
Office: **772-333-2383**
Cell: **352-293-1585**
www.custombuiltmarine.com

From: Robbie Belasic
Sent: Thursday, January 6, 2022 10:45 AM
To: Gary Jones <gjones@gocaptec.com>
Cc: Gina Colonna <gcolonna@gocaptec.com>; Jaydeep Ghorpade <PE1@custombuiltmarine.com>; Sabrina Butler <Sabrina@custombuiltmarine.com>; John Dunton <JDunton@cityofpsl.com>
Subject: 5C149/ 202100053R/ PSL Water Control Structures Rehabilitation/ RCO 5C149-2_BSL-2_Dewatering Revision 1

Happy Thursday, Gary.

Thank you for your patience as we were awaiting cost proposals from vendors. Please see the attached RCO 5C149-2 with supporting documentations. If you have any queries or concerns, please feel free to contact any of our team members and we will work diligently to resolve such matters.

Thank you for your time as we progress forward with the project progression.

CustomBuilt

MARINE CONSTRUCTION

Request for Change Order

NO. 2

Project#: 2021000 A-22, A-24, BSL-1 & BSL-2 Control Structure Improve

Date: 01/07/22

DATE QUOTED: 12/28/2021	ARCH. PROJECT NO.
TO: City of Port Saint Lucie 121 SW Port St. Lucie Blvd BLDG 2 Port Saint Lucie, FL 34984	RETURN BY: 01/05/21 EXPIRATION DATE: 01/05/21 REQUESTED EXTENSION OF TIME IN DAYS: Add 14 Days OUR JOB#: 5C149

DESCRIPTION:
Dewatering - 220 LF of cofferdam at \$280 per LF

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT:
Custom Built Marine Construction, Inc.	Labor - Superintendent - 40 hours	\$2,828.80 ✓
Custom Built Marine Construction, Inc.	Labor - Equipment Operator 40 hours	\$2,545.92 ✓
Custom Built Marine Construction, Inc.	Labor - Project Manager 2 hours	\$183.87 ✓
Custom Built Marine, Inc	Equipment - Excavator - Load/ Unload	\$4,833.32 ✓
Custom Built Marine Construction, Inc.	Well Points for 1 month	\$10,135.00 ✓
Custom Built Marine Construction, Inc.	8" Pump - 2 required for 1 month	\$8,743.10 ✓
Custom Built Marine Construction, Inc.	Fuel Utilization - 26 gallons per day @ \$3.50	\$1,820.00 ✓

APPROVAL

ARCH: _____

DATE: _____

OWNER: _____

DATE: _____

	SUBTOTAL:	\$31,090.01
FEE PERCENT:	5.00%	\$1,554.50
OVERHEAD:	10.00%	\$3,109.00
BOND:	2.00%	\$715.07
	0.00%	\$0.00
	0.00%	\$0.00
TOTAL REQUEST AMOUNT:		\$36,468.58

DISTRIBUTION

CUSTOM BUILT MARINE CONSTRUCTION INC.

Signed By: _____
Robert Belasic, Project Manager

Date: _____



*Over Thirty Years Experience**

3119 Hammond Rd
 Ft. Pierce, Fl. 34946
 Phone (772)333-2383
 Fax (772)333-2390

Date: 12/20/2021

Project Description: City of Port St. Lucie A-22, Twin Culverts, A-24, BSL-1 & BSL-2 Control Structure Improvements

Project/ Contract/ FEID #: 5C149/ 202100053R

Attention: John Dunton

Referenced:

Re: Certified Burden Rates

Item	%	Rate Calculation
FICA	7.65	Rate Establish by Law
FUTA	0.60	Rate Establish by Law
SUTA	0.62	Rate Establish by Law
Medical Insurance	0.00	N/A
Holiday Sick	0.00	N/A
Retirement Benefits	0.00	N/A
Worker Compensation	15.05	WC Insurance Policy
GL Insurance	0.06	GL Insurance Policy
Per Diem	17.46	Per diem
TOTAL	41.44%	

	Hourly Rate (\$)	Burden (\$)	Rate w/ Burden (\$)
Project Manager	65.00	26.936	91.936
Superintendent	50.00	20.72	70.72
Foreman/ Equipment Operator	45.00	18.648	63.648
Skilled Crew Labors	35.00	14.504	49.504
Common Crew Labor	30.00	12.432	42.432
Unskilled Labor	25.00	10.36	35.36

The rates above are made in good faith and represent an average of the burden rates used for this project. If you have any questions or need any further information, please do not hesitate to contact our office

Sincerely,

Robert Belasic

Project Manager



Rental Quote

Date	January 6, 2022
Valid Until	February 5, 2022
Quote #	

Customer Information:

Robbie Belasc
 Custom Built Maring
 3119 Hammond Rd
 Fort Pierce, FL 34946
 352-293-1585

Quote/Project Description

BSL-2 Water Control Structure.

Holland Prime³ 8" Suction Lift Trash Pump

Qty.	System	4 Week Price	Total
1	8" Prime ³ TMS (PT8TPA) Includes DOT Trailer, electric start, safety shutdowns, and at least 60 hr fuel capacity	\$ 2,730.00	\$ 2,730.00
	Options		\$ -
1	Self Start System and Floats (check availability)	\$ 79.20	\$ 75.24
	Accessories		\$ -
4	8" x 50' Red layflat Hose w/ Bauer Couplings	\$ 148.68	\$ 594.70
1	8' x 20' Kanaline 60 PSI Suction Hose w/ Bauer Couplings	\$ 441.89	\$ 441.89
2	8" 90 Degree Elbow	\$ 109.86	\$ 219.71
		Total Pump Rental	\$ 4,061.55
		Per Week	\$ 1,624.62
		Per Day	\$ 649.85

Delivery and Pick Up

1	Onsite customer delay to be billed out at \$90 per man hr. at HP's Discretion	\$ -	\$ -
1	Delivery	\$ 155.00	\$ 155.00
1	Pick Up	\$ 155.00	\$ 155.00
		Total Pick Up and Delivery	\$ 310.00

* Applicable Sales tax Not Included

Please confirm your acceptance of this quote by signing this document

Signature _____ Print Name _____ Date _____

Labor Guidelines:

Layflat over 60'	Per Ft:	25 Cents
4"/6" Pipe & Suc Hose over 60'	Per Ft:	50 Cents



Rental Quote

Date	January 6, 2022
Valid Until	February 5, 2022
Quote #	

Customer Information:

Robble Belasc
 Custom Bull Marine
 3119 Hammond Rd
 Fort Pierce, FL 34946
 352-293-1585

Quote/Project Description

BSL-2 Dewatering Wing Walls
 Bay Saint Lucie Dr, Port Saint Lucie

Holland 8" Rotary Wellpoint Pump

Qty.	Pump System Description	Model	4 Week Price	Total
2	8" Rotary Wellpoint Pump	W8R	\$ 2,606.00	\$ 5,212.00
Accessories				\$ -
8	#188 Screwband			\$ -
60	1-1/2"x 20' PVC Wellpoint w/swing		\$ 18.00	\$ 1,080.00
200	8" Discharge Pipe Per Ft. No Coupling		\$ 2.64	\$ 528.00
180	8" Header Pipe		\$ 3.23	\$ 581.40
4	8" Steel Blank End		\$ 11.00	\$ 44.00
4	8" x 7" Rubber Sleeves		\$ 5.50	\$ 22.00
2	8" x 8" x 8" Steel Tee		\$ 33.00	\$ 66.00
4	8" x 90 Steel Elbow		\$ 11.00	\$ 44.00
Total Pump Rental				\$ 7,577.40
Per Week				\$ 3,030.96
Per Day				\$ 1,212.38

Delivery and Pick Up

	<i>Onsite customer delay to be billed out at \$90 per man hr. at HP's Discretion</i>		\$ -
1	Delivery Wellpoint System	\$ 190.00	\$ 190.00
1	Pick up Wellpoint System	\$ 190.00	\$ 190.00
Total Pick Up and Delivery			\$ 380.00

Delivery and Pick Up

2	HD MOBILIZE DRILL RIG	\$ 500.00	\$ 1,000.00
3	HD DRILL RIG PER DAY	\$ 750.00	\$ 2,250.00
3	PER DIEM PER MAN	\$ 135.00	\$ 405.00
3	HD WELLPOINT INSTALL	\$ 2,160.00	\$ 6,480.00
Total Estimated Installation			\$ 10,135.00 ✓

* Applicable Sales tax Not Included

Please confirm your acceptance of this quote by signing this document



RENTAL QUOTE

BRANCH 037
7400 COMMERCIAL CIRCLE
FORT PIERCE FL 34951
772-489-3103

201917757

Job Site | 5C149 PSL WATER CONTROL
STRUCTURES LAYDOWN YARD
2907 SE PACE DR
PORT ST LUCIE FL 34984-6223
Office: 772-333-2383 Cell: 772-678-9419

Customer # : 242980
Quote Date : 01/06/22
Estimated Out : 01/24/22 09:00 AM
Estimated In : 02/21/22 09:00 AM
UR Job Loc : STRUCTURES LAYDOWN Y
UR Job # : 73
Customer Job ID:
P.O. # :
Ordered By : ROBBIE BELASIC
Written By : FRED PARKER
Salesperson :

CUSTOM BUILT MARINE CONST INC
3119 HAMMOND RD
FORT PIERCE FL 34946-9116

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:			Minimum	Day	Week	4 Week	Estimated Amt.
Qty	Equipment	Description					
1	9051145	EXCAVATOR 60000-69999# LONG REACH		1,499.00	4,050.00	9,995.00	9,995.00
							Rental Subtotal: 9,995.00
SALES/MISCELLANEOUS ITEMS:			Price		Unit of Measure		Extended Amt.
Qty	Item						
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	99.000		EACH		99.00
1	DELIVERY CHARGE		200.000		EACH		200.00
1	PICKUP CHARGE		200.000		EACH		200.00
							Sales/Misc Subtotal: 499.00
							Agreement Subtotal: 10,494.00
							Tax: 656.63
							Estimated Total: 11,150.63

COMMENTS/NOTES:

CONTACT: ROBBIE BELASIC
CELL#: 352-293-1585

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/agalrental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

"Individual Commitment to a group effort – that is what makes a team work, a company work, a society work, a civilization work." – Vince Lombardi

Robbie Belasic
Lead Estimator/ Project Manager
Custom Built Marine Construction



3119 Hammond Road
Fort Pierce, FL. 34946
Office: 772-333-2383
Cell: 352-293-1585
www.custombuiltmarine.com