



CONTRACT AMENDMENT

This Amendment #2 (“Amendment #2) to Design & Permitting Services for the Hogpen Slough Trail Boardwalk & Shared Paths in Contract #20220038 (“the Contract”), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #2 is fully executed.

Contractor’s Full Legal Name:	Marlin Engineering, Inc.
Solicitation No./Event ID:	20220038
Solicitation Title/Event Name:	Design & Permitting Services for the Hogpen Slough Trail Boardwalk & Shared Paths
Contract Award Date:	October 10, 2022
Initial Contract Term:	October 31, 2022 through October 31, 2023
Current Contract Expiration Date:	March 29, 2024
Requested Contract Expiration Date:	2/27/25
Initial Contract Amount:	\$299,986.08 plus optional services \$74,375.95
Current Contract Amended Amount:	\$299,986.08 plus optional services of \$74,375.95
Requested Financial Change Amount:	\$103,244.27
New Contract Amount:	\$403,230.35 plus optional services of \$74,375.95
Amendment No.:	2
Amendment Type:	Extension

WHEREAS, the Contract, including any previous 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:

The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made a part of that Contract.

This Amendment #2 is for the items outlined below.

1. **Scope of Work.** The Scope of Work is as follows: Scope of work includes the design and permitting of the following elements:

- a. An approximate 1,080 linear foot (for the SPUR 3 alignment) shared-use paths connecting the proposed boardwalk to Village Green Dr.
- b. Backfill and coverage of approximately 1,080 linear feet of the existing canal along the SPUR 3 alignment and installation of a longitudinal culvert along the backfilled canal.

Task 1: PLANS PRODUCTION

Task 1.1 – Roadway Design Analysis will include the engineering analysis and calculations to prepare construction plans for the location and appurtenances associated with the development of the Boardwalk and Shared Use Paths for submission to the City for review and approval.

Task 1.2 – Additional Design Elements Included in the Design Plans will include the following activities:

- i. Roadway Plans– Re-establish the master design file for the horizontal and vertical geometry, drainage structure features, and utilities (including conflict location identification and adjustments).
- ii. Drainage Analysis – All Bright (*Snubbs*) Consulting to provide the drainage analysis and design within the project limits including the design associated with the backfilling and longitudinal culver along the backfilled canal.
- iii. Calculation of quantities – Calculate quantities of construction items and tabulate.
- iv. Construction cost estimate – Prepare a construction cost estimate
- v. Prepare a complete contract set of plans including
 1. Key Sheet
 2. General Notes & Quantities Sheet
 3. Typical Boardwalk Sections
 4. Project Layout Sheets
 5. Plan View Sheets
 6. Boardwalk Connection details
 7. Details sheets for Electric Lighting and Boardwalk Furniture (Trash receptacles and benches)
 8. Clearing Plan

 9. Boardwalk and Shared Use Path Construction Plans
 10. Stormwater Pollution Prevention Plan (SNUBBS)
 11. Lighting Plans
 12. Exotic Vegetation Removal and Mitigation Plan (EAI)
- vi. Revise drawings as necessary for the City.

- vii. Calculation of quantities – Calculate quantities of construction items and tabulate.
- viii. Construction cost estimate – Prepare a construction cost estimate.

Deliverables for this Task will be included in the 90% Design Plans which will include:

- 1. 90% Construction Plans Package (11"x 17")
- 2. 90% Engineer's Construction Estimate

The additional cost is as follows:

Pay Item	Description	Qty	Total
Tasks	Major Tasks, Sub-Tasks, or Deliverable	Fee Amount	Fee Basis
1.1 & 1.2	Roadway Design (Marlin)	\$13,746.57	Fixed Fee
1.1 & 1.2	Drainage Design (All Bright/Snubbs)	\$89,497.70	Fixed Fee
	Total	\$103,244.27	

2. Time Extension. This Amendment #2 adds forty-six (46) weeks of Contract Time. This global time extension as supported by the project schedule updates is attributed to impacts of weather days, holiday days, access limitations and additional work.

- Beginning Date of Amendment #2 Term: September 30, 2024
- End Date of Amendment #2 Term: February 27, 2027

- a. The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment #2 Term" unless the parties agree to extend the Contract for an additional period. Such agreement must be written and signed by both parties.

3. E-VERIFY. In accordance with section 448.095, the Contractor agrees to comply with the following:

- 1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
- 2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor 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 this 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. Contractor shall immediately terminate any contract with any subcontractor if Contractor 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 Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the Contract with the subcontractor.
5. The City shall terminate this 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 Contractor 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 a contract.
6. The City, Contractor, 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. DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

5. COOPERATION WITH INSPECTOR GENERAL. Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

6. SUCCESSORS AND ASSIGNS. This Amendment #2 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

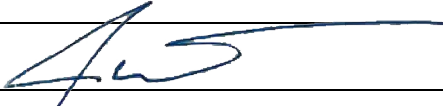
7. ENTIRE AGREEMENT. Except as expressly modified by this Amendment #2, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment #2 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.

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IN WITNESS WHEREOF, the parties have caused this Amendment #2 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Marlin Engineering, Inc. Jose Quintana, P.E.
Authorized Signature:	
Printed Name and Title of Person Signing:	Executive Vice President of Operations
Date:	9/5/2024
Company Address:	3363 W. Commerical Blvd., Suite 115 Fort Lauderdale, Florida 33309

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:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984