# MEMORANDUM

DATE: November 29, 2021

TO: ****ORIGINAL****
City Clerk's Office

FROM: Jason Bezak, CPPB, NIGP-CPP, Procurement Agent II
Procurement Management Department

SUBJECT: Record Retention

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| CONTRACT: | 20190112 Amendment #7 |
| CONTRACT TITLE: | Professional Engineering Design Services for the Floresta Drive Improvements from south of the Elkcam Waterway to Crosstown Parkway **(Phase 2)** and from Crosstown Parkway to Prima Vista Boulevard **(Phase 3)** |
| VENDOR NAME: | AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC. |
| VENDOR ADDRESS: | 2818 Cypress Ridge Blvd, Suite 200, |
| CITY & STATE: | Wesley Chapel, FL 33544 |

APPROVED BY COUNCIL: 11/22/2021

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|---|---|
| CONTRACT TERM: | The scope of services from Amendment #7 adds $74,503.00 to the Contract Total . |

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

"A City for All Ages"

## 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.

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| **Contractor'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:** | December 31, 2021 |
| **Requested Contract Expiration Date:** | March 1, 2022 |
| **Initial Contract Amount:** | $2,100,000.00 |
| **Current Contract Amended Amount:** | $2,497,273.00 |
| **Requested Financial Change Amount:** | $74,503.00 |
| **New Contract Amount:** | **$2,571,776.00** |
| **Amendment No.:** | 7 |
| **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. PREFACE

The following reflects the Scope of Services to provide the Professional Engineering Services necessary for design and permitting services relative to the Floresta Drive Phases 2-3 project. This work will be consistent with the adopted goals, objectives, and programs of the City of Port St. Lucie City Council (CPSLCC). The CONSULTANT will provide engineering services for revising Floresta Drive Phases 2-3 plans to include additional pond design and coordination, add a littoral shelf for the Thornhill pond and fountain for the Harbor View pond along with additional survey for new pond outfall pipes and dividing the project into two sets of plans.

**Task 1-** Survey: Drainage Survey

**Task 2-** Littoral Shelf, Fountain Design & Dividing the Plan Set

**Task 3-** Pond Design/Coordination & Dividing the Plan Set

**Task 4-** Environmental (Permitting) & Dividing the Plan Set

**Task 5-** Project Management and Coordination

**1B. COMPENSATION**

The total amount to be paid by the City to the ENGINEER is as follows: Compensation shall be in accordance with the Schedule listed below:

| TASK DESCRIPTION | TOTAL FEE |
|---|---|
| Task 1- Survey: Drainage Survey | $ 6,450.00 |
| Task 2- Littoral Shelf, Fountain & Dividing Plans | $ 6,100.00 |
| Task 3- Pond Design/Coordination & Dividing Plans | $ 35,536.00 |
| Task 4- Environmental (Permitting) & Dividing Plans | $ 25,000.00 |
| Task 5- Project Management and Coordination | $ 4,800.00 |
| Sub-Total Fee: | $ 77,886.00 |
| Utilizing unused funds from Original Contract Task 1B | $ - $3,383.00 |
| **Total Fee:** | **$ 74,503.00** |

**1C. SCHEDULE**

60 additional days need to be added to the contract.

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**

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|---|---|
| **Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)** | American Consulting Engineers of Florida, LLC |
| **Authorized Signature:** | |
| **Printed Name and Title of Person Signing:** | Jeffrey S. Novotny, PE, AICP<br>Principal / Managing Member |
| **Date:** | November 4, 2021 |
| **Company Address:** | 2041 Vista Parkway, Suite 101, West Palm Beach, FL 33411 |

**THE CITY OF PORT ST. LUCIE**

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|---|---|
| **Authorized Signature:** | Caroline Sturgis |
| **Printed Name and Title of Person Signing:** | Caroline Sturgis, Director, Office of Management & Budget, and Procurement |
| **Date:** | 11/30/2021 |
| **City Address:** | 121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984 |