

MEMORANDUM

DATE: October 27, 2023

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

FROM: Robyn Holder, CPPB 
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20220045 Amendment #3
CONTRACT TITLE: Floresta Drive Improvements Project Phase 2

CONTRACTOR NAME: Felix Associates of Florida, Inc.
ADDRESS: 8528 SW Kansas Avenue
CITY & STATE: Stuart, FL 34997

COUNCIL APPROVED: July 25, 2022

7k)- AWARD CONTRACT #20220045 FOR THE FLORESTA DRIVE IMPRVEMENTS PROJECT PHASE 2 TO FELIX ASSOCIATES OF FLORIDDA, INC. IN AN AMOUNT OF \$29,997,174.23, PUBLIC WORKS DEPARTMENT, PROCUREMENT MANAGEMENT

CONTRACT AMOUNT - \$29,997,174.23
CONTRACT TERM: 8/1/2022 through 9/25/2024, with no option to renew.

COUNCIL APPROVED: January 9, 2023

7p) APPROVE AMENDMENT #1 TO CONTRACT #20220045 FOR THE CONSTRUCTION OF FLORESTA DRIVE IMPROVEMENT PHASE 2 IN THE AMOUNT OF (\$210,226.00) FOR A NEW CONTRACT AMOUNT OF \$29,786,948.23.

COUNCIL APPROVED: February 13, 2023

7m) APPROVE AMENDMENT #2 TO CONTRACT #20220045 FOR THE CONSTRUCTION OF FLORESTA DRIVE IMPROVEMENT PHASE 2 IN THE AMOUNT OF \$0.00 FOR A NEW CONTRACT AMOUNT OF \$29,786,948.23.

COUNCIL APPROVED: October 23, 2023

7m) APPROVE AMENDMENT #3 TO CONTRACT #20220045 FOR THE CONSTRUCTION OF FLORESTA DRIVE IMPROVEMENT PHASE 2 IN THE AMOUNT OF \$1,792,901.79 FOR A NEW CONTRACT AMOUNT OF \$31,579,850.02 AND A REVISED END DATE OF DECEMBER 30, 2024 (96 DAYS).





CONTRACT AMENDMENT

This Amendment #3 ("Amendment #3") for the Construction of Floresta Drive Improvements Phase II Contract #20220045 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #3 is fully executed.

Contractor's Full Legal Name:	Felix Associates of Florida, Inc.
Solicitation No./Event ID:	20220045
Solicitation Title/Event Name:	Construction of Floresta Drive Improvements Phase II
Contract Award Date:	7/25/2022
Initial Current Contract Term:	8/1/2022 through 9/25/2024
Current Contract Expiration Date:	9/25/2024
Requested Contract Expiration Date:	12/30/2024
Initial Contract Amount:	\$29,997,174.23
Current Contract Amended Amount:	\$29,786,948.23
Requested Financial Change Amount:	\$1,792,901.79
New Contract Amount:	\$31,579,850.02
Amendment No.:	3
Amendment Type:	Increase of Commodities

WHEREAS, the Contract, including the previous two (2) 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 Contract # 20220045 between Felix Associates of Florida, Inc. and the City of Port St. Lucie, dated August 1, 2022, are hereby incorporated and made a part of that Contract.

This Amendment #3 is for the items outlined below.

1. The Scope of Work is as follows:
 - a) COR# 002 for fiber optic upgrades to the cable size that were requested by the City. See COR# 002 and associated backup for further details.
 - b) COR# 003 for pad mounted electrical load centers upgrade requested. The City requested that pad mounted load centers be provided. These were not required by the plans. See COR# 003 and associated backup for further details.
 - c) COR# 005 for offloading the pedestrian bridge to offsite location. The plans required delivery of the bridge but did not specify offloading it. See COR# 005 and associated backup for further details.
 - d) COR# 007R3 for revised earthwork quantities. The earthwork quantities provided in the plans were only an estimate. The Contractor performed soundings to accurately assess the actual quantities. See COR# 007R3 and associated backup for further details.
 - e) COR# 008R1 for adjustments to drainage quantities. The Contract bid tab did not accurately reflect the quantity of pipes and structures called out in the plans to be installed. This item adjusts the bid quantities to the actual quantities required by the plans. See COR# 008R1 and associated backup for further details.
 - f) COR# 011 for side street drainage modifications requested by the City. The City requested that several street corners have culverts installed and be backfilled to eliminate deep swale areas along the roadway. This item also includes replacement culverts for the driveways along Walters Terrace as requested by the City. See COR# 011R1 and associated backup for further details.
 - g) COR# 013 for mast arm relocation utility locate exploration. Additional exploration was needed to adjust the mast arm locations due to existing conflicts at the proposed mast arm installation areas. See COR# 013 and associated backup for further details.
 - h) COR# 015 for Netafim disc filter requested. The filters were requested by the City to upgrade to the current irrigation specification that was not part of the bid specifications. See COR# 015 and associated backup for further details.
 - i) COR# 016 for existing yard drain and pipe removal. The yard drain was installed as temporary drainage for Phase 1 until Phase 2 drainage was installed. See COR# 016 and associated backup for further details.
 - j) COR# 017 for 8" force main insertion valves and exploration. These valves were requested by PSLUSD to eliminate shutting down service for multiple customers during force main adjustments. See COR# 017 and associated backup for further details.
 - k) COR# 019 for extension of the 6" water main at Bywood Avenue at the request of PSLUSD. See COR# 019 and associated backup for further details.
 - l) COR# 020 for addition of pay items for adjustment of existing utility pads. This item needs to be added because there is no item in the existing contract for this needed work. See COR# 020 and associated backup for further details.
 - m) COR# 021 for additional driveway culverts at side streets where the plans did not call for culvert replacement. The City requested that the culverts be replaced since review indicated that the majority of the existing culverts are in poor condition. See COR# 021 and associated backup for further details.

- n) COR# 022 for items associated with Plan Revision 4/5. The plan revision was needed to address additional lots that were developed since original plans were prepared, to drainage adjustments needed due to those adjustments, and for survey and other costs associated with implementation of a major revision. See COR# 022 and associated backup for further details.
- o) COR# 023 for addition of 2" conduit for the irrigation bore under Crosstown Parkway. This was needed for control wires as the plans only included the water pipe in the bore. See COR# 023 and associated backup for further details.
- p) COR# 025R1 for costs associated with unforeseen obstructions that affected installation of the bridge piles. See COR# 025R1 and associated backup for further details.
- q) COR# 027 for installation of TEAM insertion valves to minimize service disruptions to PSLUSD customers. This method was requested by PSLUSD in lieu of valve relocations. See COR# 027 and associated backup for further details.
- r) COR# 028 for work associated with connection to the NP-39 lift station as requested by PSLUSD. See COR# 028 and associated backup for further details.
- s) COR# 029 for work associated with replacement of piping at lift station NP-39 as requested by PSLUSD. See COR# 029 and associated backup for further details.

2. The additional cost is as follows:

Pay Item	Description	Qty	Unit	Unit Cost	Total
	COR# 002 Fiber Optic Upgrade				
633-1-123	ITEM 155 Lighting Item: 633-1-123 Fiber Optic Cable, F&I, Underground, 49-96 Fibers	-10,270	LF	\$6.00	(\$61,620.00)
633-2-31	ITEM 156 Existing Lighting Item: Additional Fiber Optic Splices	48	EA	\$51.00	\$2,448.00
New Item	2-1 New Lighting Item: 633-1-124 Fiber Optic Cable 144F w/ tracer wire, F&I	10,270	EA	\$6.50	\$66,755.00
633-1-123	176 Signal Item: 633-1-123 Fiber Optic Cable, F&I, Underground 49-96 Fibers	-30	LF	\$4.00	(\$120.00)
New Item	2-2 New Signal Item: 633-1-124 Fiber Optic Cable 144F w/tracer wire, F&I	30	LF	\$6.50	\$195.00
	COR# 003 Electrical Load Centers				
New Item	3-1 Revised Electrical Load Centers Pad Mounted	3	EA	\$12,885.40	\$38,656.20
715 7 11	163 Load Center F&I, Secondary Voltage (Pay Item 0715 7 11)	-2	EA	\$12,731.00	(\$25,462.00)
	COR# 005 Offload Pedestrian Bridge				
New Item	Offload Pedestrian Bridge at Veterans Part at Rivergate	1	LS	\$6,785.00	\$6,785.00
	COR# 007R3 Earthwork Quantity Adjustments Thornhill Pond & Ditches				
120 1	Regular Excavation	3299	CY	\$9.00	\$29,691.00

120 6	Embankment	4387	CY	\$10.00	\$43,870.00
	COR# 008R1 Drainage Pay Items				
425 1 351	Inlets, Curb, Type P-5 <10'	-6	EA	\$6,566.00	(\$39,396.00)
New Item	INLETS, CURB, TYPE P-5 PARTIAL	3	EA	\$5,860.00	\$17,580.00
425 1 361	INLETS, CURB, TYPE P-6 ≤ 10'	-5	EA	\$7,667.00	(\$38,335.00)
New Item	INLETS, CURB, TYPE P-6 PARTIAL	1	EA	\$5,517.00	\$5,517.00
425 1 451	INLETS, CURB, TYPE J-5 ≤ 10'	-1	EA	\$8,852.00	(\$8,852.00)
New Item	INLETS, CURB, TYPE J-5 > 10'	2	EA	\$15,765.00	\$31,530.00
425 1 461	INLETS, CURB, TYPE J-6 ≤ 10'	-1	EA	\$9,958.00	(\$9,958.00)
425 1 462	INLETS, CURB, TYPE J-6 >10'	4	EA	\$18,347.00	\$73,388.00
425 1 521	INLETS, DT BOT, TYPE C ≤ 10'	-1	EA	\$3,795.00	(\$3,795.00)
425 1 541	INLETS, DT BOT, TYPE D ≤ 10'	-1	EA	\$7,791.00	(\$7,791.00)
New Item	INLETS, DT BOT, TYPE D > 10'	1	EA	\$20,307.00	\$20,307.00
425 1 551	INLETS, DT BOT, TYPE E ≤ 10'	1	EA	\$5,251.00	\$5,251.00
425 1 552	INLETS, DT BOT, TYPE E > 10'	-2	EA	\$10,294.00	(\$20,588.00)
425 1 571	INLETS, DT BOT, TYPE G <10'	-1	EA	\$10,087.00	(\$10,087.00)
425 1 572	INLETS, DT BOT, TYPE G >10'	1	EA	\$12,473.00	\$12,473.00
425 1 581	INLETS, DT BOT, TYPE H <10'	-2	EA	\$10,087.00	(\$20,174.00)
425 1 711	INLETS, GUTTER, TYPE V ≤ 10'	1	EA	\$5,937.00	\$5,937.00
425 2 41	MANHOLES P-7 ≤ 10'	-7	EA	\$6,110.00	(\$42,770.00)
New Item	MANHOLES P-7 > 10'	1	EA	\$13,251.00	\$13,251.00
425 2 70	MANHOLES J-7 ≤ 10'	-6	EA	\$7,505.00	(\$45,030.00)
425 2 72	MANHOLES J-7 > 10'	10	EA	\$10,846.00	\$108,460.00
New Item	DEBRIS/SEDIMENT REMOVAL STRUCTURE	1	EA	\$29,797.00	\$29,797.00
430 174 118	PIPE RCP 18" ROUND	621	LF	\$95.00	\$58,995.00
430 174 124	PIPE RCP 24" ROUND	-6466	LF	\$85.00	(\$549,610.00)
430 174 130	PIPE RCP 30" ROUND	563	LF	\$185.00	\$104,155.00
430 174 136	PIPE RCP 36" ROUND	1606	LF	\$250.00	\$401,500.00
430 174 142	PIPE RCP 42" ROUND	1461	LF	\$290.00	\$423,690.00
430 174 148	PIPE RCP 48" ROUND	1419	LF	\$340.00	\$482,460.00
430 174 172	PIPE RCP 72" ROUND	-173	LF	\$1.00	(\$173.00)

430 175 242	PIPE RCP ELLIPTICAL 42" (34"x53")	2	LF	\$532.00	\$1,064.00
New Item	STRAIGHT CONCRETE ENDWALL (36")	1	EA	\$7,580.00	\$7,580.00
New Item	STRAIGHT CONCRETE ENDWALL (48")	1	EA	\$15,181.00	\$15,181.00
430 542 102	STRAIGHT CONCRETE ENDWALL (34"x53")	-2	EA	\$11,285.00	(\$22,570.00)
New Item	STRAIGHT CONCRETE ENDWALL (34"x53")(DOUBLE)	2	EA	\$18,494.00	\$36,988.00
	COR# 011 Side Street Drainage Modifications				
New Item	13x17 CAP Culvert	492	LF	\$77.50	\$38,130.00
New Item	Inlet Modifications on Side Street Redlines	1	LS	\$2,252.00	\$2,252.00
New Item	Embankment/Fill Drainage Swales Side Street Redlines	1	LS	\$4,210.00	\$4,210.00
	COR# 013 Mast Arm Utility Locates				
New Item	Mast Arm Relocation T&M Utility Locate Work	1	LS	\$7,301.00	\$7,301.00
	COR# 015 Netafim Disc Filters Irrigation				
Existing Item	Rain Bird 1.0" PESB Valve (Model #100PESB) with Nibco T-113 Gate Valve in Jumbo NDS Valve Box (Model #218BCB)	-7	EA	\$740.00	(\$5,180.00)
Existing Item	Rain Bird 1.5" PESB Valve (Model #150PESB) with Nibco T-113 Gate Valve in Jumbo NDS Valve Box (Model #218BCB)	-17	EA	\$917.00	(\$15,589.00)
New Item	Rain Bird 1.0" PESB Valve (Model #100PESB) with Nibco T-113 Gate Valve in Jumbo NDS Valve Box (Model #218BCB) and F&I 1" Netafim Disc Filter	7	EA	\$874.20	\$6,119.40
New Item	Rain Bird 1.5" PESB Valve (Model #150PESB) with Nibco T-113 Gate Valve in Jumbo NDS Valve Box (Model #218BCB) and F&I 1.5" Netafim Disc Filter	17	EA	\$1,078.70	\$18,337.90
	COR# 016 Existing Yard Drain & Pipe Removal				
New Item	Existing Vs. New Drainage Conflict (Removal Needed)	1	LS	\$6,089.00	\$6,089.00

	COR# 017 Insertion Valves				
New Item	8" Force Main Insertion Valves and Exploration	1	LS	\$67,337.00	\$67,337.00
	COR# 019 Bywood Ave. 6" WM Bore				
New Item	Laydown & Connect 6" HDD to 6" WM (2EA)	1	LS	\$38,205.00	\$38,205.00
New Item	Support Drilling Subcontractor	1	LS	\$2,854.00	\$2,854.00
New Item	Test Crew (Flush, Pressure Test, Chlorinate, Bac'T)	1	LS	\$8,882.00	\$8,882.00
New Item	Furnish & Install 12"x6" TS and GV	1	EA	\$9,503.00	\$9,503.00
	COR# 020 Existing Utility Pad Adjustments				
New Item	Existing WM, FM, & LPFM valve pad adjustments	10	EA	\$1,534.00	\$15,340.00
	COR# 021 Added Side Street Culverts 13x17 CAP				
New Item	13x17 Driveway Culvert Replacement	558	LF	\$136.00	\$75,888.00
	COR# 022 Revision 4/5 Drainage/Driveway Changes				
101 1	Mobilization	1	LS	\$16,696.00	\$16,696.00
101 99	Survey Staking & Record Drawings	1	LS	\$18,741.80	\$18,741.80
108 1	Monitor Existing Structures- Inspection & Settlement Monitoring	1	LS	\$8,630.00	\$8,630.00
110 1 1	Clearing & Grubbing	1	LS	\$1,681.00	\$1,681.00
522 2	Concrete Sidewalk & Driveways – 6" Thick	835	SY	\$63.00	\$52,605.00
New Item	Inlet Curb, P-4 <10'	1	EA	\$10,984.00	\$10,984.00
425 1 351	Inlet Curb, P-5 <10'	5	EA	\$6,566.00	\$32,830.00
425 1 361	Inlet Curb, P-6 <10'	-1	EA	\$7,667.00	(\$7,667.00)
425 1 451	Inlet Curb, J-5 <10'	1	EA	\$8,852.00	\$8,852.00
425 1 711	Inlet Gutter, Type V <10'	-4	EA	\$5,937.00	(\$23,748.00)
New Item	Inlet Gutter, Type VG <10'	4	EA	\$7,304.00	\$29,216.00
425 2 41	Manhole, P-7 <10'	1	EA	\$6,110.00	\$6,110.00
New Item	Pipe HDPE 12" Round	212	LF	\$90.00	\$19,080.00
430 174 118	Pipe RCP 18" Round	344	LF	\$95.00	\$32,680.00
430 174 124	Pipe RCP 24" Round	29	LF	\$85.00	\$2,465.00
430 174 130	Pipe RCP 30" Round	45	LF	\$185.00	\$8,325.00

430 174 136	Pipe RCP 36" Round	91	LF	\$250.00	\$22,750.00
430 174 142	Pipe RCP 42" Round	45	LF	\$290.00	\$13,050.00
New Item	Modification to Structures T&M	1	LS	\$19,456.00	\$19,456.00
	COR# 023 Added 2" Conduit for Irrigation under Crosstown				
New Item	2" HDPE Conduit at Crosstown HDD	1	LS	\$1,870.00	\$1,870.00
	COR# 025R1 Elkam Canal Bridge Replacement Unforeseen Work				
New Item	Breakup of subsurface materials for pile driving	1	LS	\$28,747.00	\$28,747.00
	COR# 027 InsertaValves at Atlantis and Walters				
New Item	COR 027-1 6" TEAM InsertValve Install	1	LS	\$28,192.00	\$28,192.00
New Item	COR 027-2 8" TEAM InsertValve Install	1	LS	\$39,222.00	\$39,222.00
W-1	W-1 6" Water Main Credit	-5	LF	\$100.00	(\$500.00)
W-2	W-2 8" Water Main Credit	-5	LF	\$145.00	(\$725.00)
W-4	W-4 AWWA C153 Fittings Credit	-0.027	TN	\$37,204.00	(\$1,004.51)
W-8	W-8 6" Line Stop Credit	-1	EA	\$5,937.00	(\$5,937.00)
W-11	W-11 8" Line Stop Credit	-1	EA	\$6,515.00	(\$6,515.00)
W-26	W-26 Relocation of Water Valve Credit	-2	EA	\$2,665.00	(\$5,330.00)
	COR# 028-1 Lift Station NP-39 Added Work				
New Item	LPFM Connection at Lift Station	1	LS	\$8,324.00	\$8,324.00
	COR# 029 Lift Station NP-39 Added Work				
New Item	Replace piping in Lift Station NP-39	1	LS	\$16,969.00	\$16,969.00
	Total				\$1,792,901.79

3. This amendment adds ninety-six (96) days 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.
4. **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 XXII of the Contract.

5. SUCCESSORS AND ASSIGNS. This Amendment #3 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

6. ENTIRE AGREEMENT. Except as expressly modified by this Amendment #3, 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 #3 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.

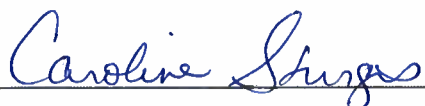
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IN WITNESS WHEREOF, the parties have caused this Amendment #3 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Felix Associates of Florida, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Benjamin Miller – Vice President
Date:	10/9/2023
Company Address:	8528 SW Kansas Avenue, Stuart, FL 34997

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:	10/30/2023
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984