

MEMORANDUM

DATE: January 7, 2020

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

FROM: Jason Bezak, Procurement Agent I
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: 20190112 Amendment #1
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: 12/09/2019

CONTRACT TERM: This agreement shall begin on January 6, 2020 and terminate on March 31, 2021. The total amount to be paid by the City to the Consultant is on lump-sum basis per task per the schedule of items and services, in the total amount of **\$2,100,000.00** for **Phase 2 & Phase 3**. Amendment #1 does not add calendar days or amounts. Amendment #1 adds and clarifies additional scope of work for **TASK 6: UTILITY RELOCATION DESIGN**.

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

Contract # 20190112 Amendment # 1

Contract # 20190112

Amendment #1

Date: 01/07/2020

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)

Contractor's Name: American Consulting Engineers of Florida, LLC

Current Expiration: March 31, 2021

Revised Expiration Date: March 31, 2021

Original Contract Amount: \$ 2,100,000.00

Amendment #1 Amount: \$ 0.00

Revised Contract Amount: \$ 2,100,000.00

The following modifications to the Terms and Conditions contained in Contract # 20190112 between American Consulting Engineers of Florida, LLC dated December 16, 2019 and the City of Port St. Lucie are hereby incorporated and made a part of that Contract.

1. This Amendment is to clarify and add additional scope of work to **TASK 6: UTILITY RELOCATION DESIGN** that the Contractor shall abide by. The scope of work is as follows:

TASK 1: PRELIMINARY DESIGN SERVICES (0-30%)

CONSULTANT will coordinate with Port St. Lucie Utilities (PSLU) to obtain as-builts of the existing watermains (WM), force mains (FM), low-pressure force mains (LPFM) and existing well collection lines along the corridor. Upon Receipt of the 30% plans, CONSULTANT will review the as-builts and prepare preliminary utility adjustment sheets to include plan and profiles. CONSULTANT will walk the site to identify any anomalies that may need to be addressed. All work included in this phase is preliminary in nature and is subject to change.

CONSULTANT to prepare a One-Call Design Ticket to identify all utilities located along the corridor. CONSULTANT to provide utility coordination with each identified utility and add utilities to the plans.

TASK 2: DESIGN DEVELOPMENT SERVICES (60%)

Upon receipt of the 60% plans, CONSULTANT will identify all conflicts with the stormwater design. CONSULTANT will recommend the potholing needed for the conflict areas. Upon receipt of the pothole information from the CLIENT, the CONSULTANT will coordinate with PSLU to resolve all conflicts identified. CONSULTANT will prepare utility adjustment plans as per the conflict resolutions. CONSULTANT will prepare well line plans. The CONSULTANT will attend meetings with PSLU and Florida Department of Environmental Protection (FDEP) water and sewer as needed. Additionally, the CONSULTANT will make applications for permits to the previously mentioned agencies. CONSULTANT will do 60% quantities and probable engineer's cost for the identified conflict resolutions.

CONSULTANT to provide utility coordination with utilities identified in Task 1 to verify utility location.

TASK 3: FINAL DESIGN SERVICES (90%)

Upon completion of 60% plans, CONSULTANT will coordinate utility meetings with the City of Port St. Lucie Engineering Dept., American Consulting Professionals, LLC and CAPTEC.

The 90% final utility adjustment sheets will include plan and profiles, conflict details, and utility details. At completion of this phase, the FDEP water and sewer will be prepared as applicable.

TASK 4: ISSUED FOR CONSTRUCTION (IFC) PLANS & BID DOCUMENTS (100%)

CONSULTANT will include complete design, permit, and City Staff comments for construction of the City of Port St. Lucie Utilities. This phase will include preparation of contract documents, which will include final quantities and technical specifications for Segments 2 and 3 for bidding purposes. This phase will also include pursuing all permits to completion.

Upon completion the Engineer shall submit signed & sealed 100% "Issued for Construction" Plans, Final Cost Estimates, Utility Coordination documentations, and any necessary permitting documentation and any applicable permits.

TASK 5: PERMITTING SERVICES

CONSULTANT will conduct pre-application meetings, make applications for permits authorizing activities associated with the watermain, force main, well collection lines and the low-pressure force main relocations along the Floresta Drive corridor to PSLU and FDEP.

CONSULTANT will prepare permit applications for the above listed permits for submittal to the permitting agencies. Engineer will submit permits to and respond to requests for information (RFIs).

The CONSULTANT will process the permits on behalf of the City and seek to obtain the permits expeditiously.

2. Amendment #1 shall not add any additional cost.
3. Amendment #1 shall not add any additional calendar days.
4. All other terms and conditions of the original contract and/or Addenda apply.

IN WITNESS WHEREOF, the parties have executed this contract the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC.

By: [Signature]
City Purchasing Agent

By: [Signature]
Authorized Representative

State of: FLORIDA

County of: PASCO

Before me personally appeared: E. GAYLE GRADY
(please print)

Personally known X
or Produced Identification: _____
(type of identification)

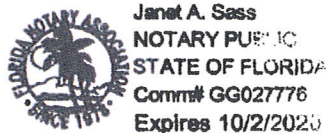
known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that SHE executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this 7TH day of JANUARY, 2020.

[Signature]
Notary Signature

Notary Public-State of FLORIDA at Large

My Commission Expires 10-2-2020



(seal)