

MEMORANDUM

DATE: February 4, 2025

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

FROM: Robyn Holder, CPPB 
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20190112 Amendment #13
CONTRACT TITLE: Design Services for Floresta Drive Improvements Phase 2

CONTRACTOR NAME: CONSOR Engineers, LLC
ADDRESS: 7453 Commercial Circle
CITY & STATE: Ft. Pierce, FL 34951

COUNCIL APPROVED: N/A

AMENDMENT #10 AMOUNT: \$13,400.00
CONTRACT TERM: NO CHANGE – END DATE 9/1/2024.

COUNCIL APPROVED: N/A

AMENDMENT #11 AMOUNT: \$62,800.00
CONTRACT TERM: An additional 120 calendar days for a new end date of 12/30/2024.

COUNCIL APPROVED: N/A

AMENDMENT #12 AMOUNT: \$14,100.00
CONTRACT TERM: No additional time is required. End date is 12/30/2024.

COUNCIL APPROVED: N/A

AMENDMENT #13 AMOUNT: \$0.00
CONTRACT TERM: Additional time is needed for Phase 3. The new end date is 11/29/2027.



CONTRACT AMENDMENT #13

This Amendment #13 ("Amendment #13") for the Design & Permitting for Floresta Drive Phases 2 & 3 under Contract #20190112 ("the Contract"), by and between the City and CONSOR Engineers, LLC fka American Consulting Engineers of Florida LLC ("the Consultant"), shall be effective as of the date this Amendment #13 is fully executed.

Consultant's Full Legal Name:	CONSOR Engineers, LLC fka American Consulting Engineers of Florida, LLC
Solicitation No./Event ID:	20190112
Solicitation Title/Event Name:	Design & Permitting for Floresta Drive Phases 2 & 3
Contract Award Date:	December 9, 2019
Initial Contract Term:	January 6, 2020 through March 31, 2021
Current Contract Expiration Date:	December 30, 2024
Requested Contract Expiration Date:	November 19, 2027
Initial Contract Amount:	\$2,100,000.00
Current Contract Amended Amount:	\$2,719,076.00
Requested Financial Change Amount:	\$27,038.00
New Contract Amount:	\$2,746,114.00
Amendment No.:	13
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.

1. Contract Extension. A time extension for post design services for Phase 3. Post design services will include attending the pre-construction meeting, answering questions regarding the construction plans or technical aspects of the construction documents during the construction process, attend the construction progress meetings (as needed), and resolve any design issues identified in the field during construction.

A. **Contract Extension.** The parties hereby agree that the Contract will be extended for an additional period, as follows:

Beginning Date of Amendment #13 Term: December 31, 2024.

End Date of Amendment #13 Term: November 19, 2027.

The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment #13 Term" unless the parties agree in a duly executed writing to extend the Contract for an additional period.

2. Contract Price Correction. Although there is no increase in Contract price related to the Contract Extension in this Amendment #13, there was an error in a previous amendment, leading to an incorrect Contract total price. Between Amendments #6 and #7, the New Contract Amount from Amendment #6 was not carried over to Amendment #7. Therefore, the Contract total price prior to this amendment was incorrect by the amount of Amendment #6 - \$27,038. Therefore, the parties agree to update the total Contract price by adding this amount to this Amendment #13 to account for the inadvertent mutual mistake. This mistake was caught by the City and relayed to Consultant in good faith. Except for the addition of the mistaken amount added to this Amendment #13, Consultant waives any further claim or recovery based on this mutual mistake.

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

- a. Consultant must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant. Consultant must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
- b. If Consultant enters into a contract with a subcontractor, Consultant must require each and every subcontractor to provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
- c. The City shall terminate the 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.

- d. Consultant shall immediately terminate any contract with any subcontractor if Consultant 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 Consultant knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Consultant and order the Consultant to immediately terminate the contract with the subcontractor.
- e. The City shall terminate the 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 the Contract under this section, the Consultant 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.
- f. The City, Consultant, 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. The parties agree that any such cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision in Section XIX of the Contract.

4. DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.

Consultant 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. Consultant understands and will comply with this statute.


6. SUCCESSORS AND ASSIGNS. This Amendment #13 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 #13, 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 #13 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 #13 to be duly

executed by their authorized representatives.

CONSULTANT

Consultant's Full Legal Name: (PLEASE TYPE OR PRINT)	Conser Engineers, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Matthew Cass, Secretary
Date:	1/8/2025
Company Address:	6505 Waterford District Drive Suite 470 Miami, FL 33126

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:	February 4, 2025
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984