

MEMORANDUM

DATE: August 21, 2023

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

FROM: Robyn Holder, CPPB 
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20210103 Amendment #4
CONTRACT TITLE: Design Services to Provide 40% Plans for the Hegener Drive
Extension Phase 3 Project

CONTRACTOR NAME: CAPTEC Engineering, Inc.
ADDRESS: 301 NW Flagler Ave.
CITY & STATE: Stuart, FL 34994

COUNCIL APPROVED: April 11, 2022

7h)- AWARD CONTRACT #20210103 FOR THE DESIGN SERVICES TO PROVIDE 40% PLANS FOR THE HEGENER DRIVE EXTENSION PHASE 3 TO CAPTEC ENGINEERING, INC. FOR AN AMOUNT OF \$317,895.00, PUBLIC WORKS DEPARTMENT, PROCUREMENT MANAGEMENT

AMENDMENT #3- N/A

CONTRACT TERM: The time extension request is for 222 calendar days to allow a project that was authorized subsequent to this project to take design precedence at the request of the City's Public Works Department. The new project completion date requested is December 31, 2023.

COUNCIL APPROVED: August 21, 2023

AMENDMENT #4- \$209,300.00 & 150 calendar days
New Contract amount - \$635,457.00 and new end date is 5/29/2024.





CONTRACT AMENDMENT

This Amendment #4 by and between the Consultant and the City as defined below shall be effective as of the date this Amendment #4 is fully executed.

Consultant's Full Legal Name:	CAPTEC Engineering, Inc.
Solicitation No./Event ID:	20210103
Solicitation Title/Event Name:	Design Services to provide 40% Design Plans for the Hegener Drive Extension Phase 3 Project
Contract Award Date:	April 11, 2022
Initial Current Contract Term:	April 26, 2022 through December 22, 2022
Current Contract Expiration Date:	December 31, 2023
Requested Contract Expiration Date:	May 29, 2024
Initial Contract Amount:	\$317,895.00
Current Contract Amended Amount:	\$426,157.00
Requested Financial Change Amount:	\$209,300.00
New Contract Amount:	\$635,457.00
Amendment No.:	4
Amendment Type:	Increase of Commodities

WHEREAS, the Contract 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:

1. **AMENDMENT #4 SCOPE OF WORK:** To provide 100% design plans two (2) roadways, potable water distribution, wastewater collection, and stormwater improvement projects ("Project") located on the Port St. Lucie Governmental Finance Corporation ("GFC") lands. The Project is comprised of three (3) road segments inclusive of potable water distribution, wastewater collection and stormwater improvements that can be constructed either concurrently or as stand-alone projects.

The Project is located on GFC lands. The description of the three (3) road segments are as follows:

- E/W Road #2 – Finalizing the plans from 60% to 100% will be completed by the developer.
- Tom Mackie Blvd. – Extend Tom Mackie Blvd. from approximately 150 feet south of the future intersection of Tom Mackie Blvd. and E/W Road #2 south approximately 3,150 feet to the Marshall Parkway right-of-way.
- Marshall Parkway – Extend Marshall Parkway east from Village Parkway intersection approximately 1,700 feet within the 150-foot-wide road right-of-way to the intersection with Tom Mackie Blvd.

The Scope of Services includes roadway plans, drainage (including lakes), utility plans, irrigation and landscape design, and lake siting for roadway fill material. The drainage design shall be consistent with the South Florida Water Management District ("SFWMD") Conceptual Permit for Southern Grove. The drainage plan shall include an equalizer pipe between lakes L22B and L24A. Utility design shall include water mains, gravity sewer mains, a lift station, water, and sewer services to future parcel(s) and force mains as needed. A lift station shall be designed as part of this scope. A service area analysis for the lift station shall be done to potentially include future land south of Marshall Parkway, if possible. Additionally, coordination with Florida Power and Light will be required for the design of power conduits to be included on the plans. The proposed Lift Station will require 460 Volt, 3 phase power. Tom Mackie Blvd shall be located within a proposed 100-foot right-of-way. Marshall Parkway shall be located within the existing 150-foot right-of-way. Tom Mackie Blvd shall be designed with 10-foot public utility easements located outside of the right-of-way ("ROW") on both sides, 12-foot travel lanes, 6-foot paved shoulders, 8-foot-wide sidewalk on both sides of the ROW, street trees, main trunk-line drainage, and swale drainage. Marshall Parkway shall be designed as a 4-lane median divided with 10-foot public utility easements located outside of the ROW on both sides, 12-foot travel lanes, 4-foot paved shoulders, 10-foot sidewalk on both sides of the ROW, street trees, and curb and gutter drainage. Landscape design/ Irrigation design build specifications shall be provided for the street trees.

PROJECT SCOPE

The Project Scope of Services includes Survey & Geotechnical services, Construction Plans (including conceptual landscape design), creation, submittal and processing of a Plat through the City's Site Plan Review Committee and City Council, and preparation of drainage and/or utility easements. The Plat shall include the required road rights-of-way, water management tract(s), and create parcels for future development that will be accessed through the proposed roadways. Full lighting design is not included but spare conduits for future lighting, fiber optic, and irrigation design build specifications shall be provided. The drainage design shall provide the maximum lake area that is allowed per the SFWMD Conceptual Permit for the Basin-B drainage sub-basin and follow the concept of the Stormwater Master Lake System Diagram illustrated in the Southern Grove Master Plan prepared by the Treasure Coast Regional Planning Council ("TCRPC"). The Project shall include a mass grading plan with an option to use embankment from the lake excavation to surcharge the roadway in advance of construction. In addition to the previously approved tasks:

- 1.1 - Survey and Geotechnical
- 1.1A - Topo Survey and Sketch and Legals
- 1.2 - 15% Plans
- 2.1 - 45% Plans
- 2.2 - 60% Plans
- 2.3 - Landscaping and Irrigation (45%)
- 3 - Permitting
- 4 - Lake Siting / Mass Grading Plan
- 5 - Platting

The following Scope of Services' Tasks are:

TASK 2.2A– DESIGN DEVELOPMENT (100%)

The Consultant shall conduct a Public Involvement Meeting during this task. The Consultant shall supply plans and display boards as needed and discuss the Project with attendees in a workshop meeting with City Staff in attendance.

The Consultant will prepare a 100% Construction Plan Set for each segment to include, but not limited to, the following sheets:

- Key Sheet
- Summary of Pay Items – Preliminary
- Typical Section(s)
- Intersection Plans / Round-About Plan
- Roadway Profile or Grading Plans
- Cross Sections
- Stormwater Pollution Prevention Plan – Preliminary
- Traffic Control Plans
- Lift Station Plan and Details
- Utility Adjustments
- Signing & Marking Plans

Upon completion, the 100% Plan Sets shall be submitted to the City for review and comment. Any comments received will be addressed and resubmitted by the Consultant. The Consultant shall also submit a 100% Cost Estimate with the 100% Plans. The City will be allowed fourteen (14) calendar days for review and comment.

Deliverables

In addition to the deliverables to applicable permitting agencies, the Consultant shall supply the City the following:

- One (1) PDF (electronic) of 60% Construction Drawings and cost estimate.
- One (1) PDF (electronic) of 100% Construction Drawings and cost estimate.
- Two (2) sets of signed and sealed 100% "Approved for Construction" Drawings and Signed and Sealed Cost Estimate.
- One (1) PDF (electronic) copy of 100% "Approved for Construction."
- One (1) AutoCAD copy of 100% "Approved for Construction" Drawings.
- One (1) PDF (electronic file for each) obtained permit.
- One (1) Excel copy of 100% "Approved for Construction" Cost Estimate.

Consultant shall aid the City in preparation of the RFQ for the design build phase of the project. Consultant shall provide the City with an RFQ scope necessary to build the project. This shall include RFQ language, plans, cost estimates, schedule, bid specifications, and addendums, as needed.

Task 2.2A - Deliverable Date – 120 Days after 60% Approval

TASK 2.3A – LANDSCAPE & IRRIGATION PLANS

The Consultant shall supply the City with 100% plans for landscape and design/build criteria for the irrigation system for the Project limits. Plans will include Tom Mackie Blvd, the Round-About, and Marshall Parkway. The plans shall be based upon the City's landscaping policy. Landscape and Irrigation Plans will be submitted concurrently with the 60% Design Development Submittal and 100% Design Development submittal for review.

Task 2.3A - Deliverable Date – 120 Days after 60% Approval.

TASK 2.4 – LIGHTING

The Consultant will contract with an Electrical Engineer to supply the City with lighting plans for the proposed Round-About. The plans shall be based on the City's lighting criteria. Lighting Plans will be submitted concurrently with the 60% Design Development Submittal and 100% Design Development submittal for review.

Task 2.4 - Deliverable Date – 120 Days after 60% Approval.

TASK 3.1 – FLORIDA POWER AND LIGHT CONSENT AGREEMENT

The Consultant shall process the Florida Power and Light ("FP&L") Consent Agreement to cross the FP&L Easement. This shall include coordination and meetings with FP&L and City staff. Consultant shall respond to requests for additional information ("RAI's") and produce details for the crossing. Consultant shall modify plans as necessary to comply with all RAI's.

Task 3.1 - Deliverable Date – 120 Days after 60% Approval.

TASK 5.1 – REPLAT OF PARCEL 3 OF SOUTHERN GROVE PLAT NO 40 AND A PORTION OF TRACT B OF SOUTHERN GROVE PLAT NO 38, CITY OF PORT ST. LUCIE, FLORIDA

The Consultant shall contract with a Licensed Surveyor to provide a FEMA Certificate for the Replat of Parcel 3 of Southern Grove Plat No 40 And A Portion of Tract B of Southern Grove Plat No 38. This will include the following:

- Perform a boundary survey referenced to state plane coordinates (NAD83/2000) in accordance with the Standards of Practice. The boundary will be based on a title opinion supplied by the City.
- Prepare a replat of the land to support new roadways, easements and drainage in accordance with chapter 177, Florida Statutes. Set all permanent reference markers around the boundary. Set a monument at all parcel or lot corners. Attend 2 meetings.
- Set the permanent control points in the roadways when construction is complete.

The plat processing fees are not included in this proposal.

Task 5.1 - Deliverable Date – 150 days after 60% Approval.

TASK 6A: POST DESIGN SERVICES

The Consultant will attend the pre-bid meeting, answer questions regarding the Construction Plans or technical aspects of bid documents during the bid process, attend the pre-construction meeting and progress meetings, as needed, and resolve design issues identified in the field during construction. The Consultant will review shop drawings and approvals or other action the Contractor is required to submit to the City. The review will only be for confirmation of conformance with the information given in the Contract Documents. Such review will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

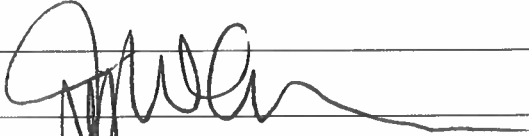
Task 6 - Deliverable Date – Ongoing

2. **CONTRACT EXTENSION:** The parties hereby agree that the Current Contract Expiration Date will be extended for an additional 150 calendar days as follows:
 - A. Beginning Date of Amendment #4 Term: January 1, 2024
End Date of Amendment #4 Term: May 29, 2024
 - B. The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment #4 Term," unless the parties agree to extend the Contract for an additional period of time.
3. **SUCCESSORS AND ASSIGNS.** This Amendment #4 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #4, 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 #4 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 #4 to be duly executed by their authorized representatives.

CONTRACTOR

Consultant's Full Legal Name: (PLEASE TYPE OR PRINT)	CAPTEC Engineering, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Joseph W. Capra, PE, President
Date:	8/2/2023
Company Address:	301 NW Flagler Avenue, Stuart, FL 34994

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis Director, Budget and Procurement
Date:	8/22/2023
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984