

MEMORANDUM

DATE: July 1, 2024

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

FROM: Robyn Holder, CPPB [RH](#)
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20220036 Amendment #4
CONTRACT TITLE: Design & Permitting Services for the New Regional Park Facility
on Torino Parkway

CONTRACTOR NAME: Kimley-Horn & Associates
ADDRESS: 10521 SW Village Green Center, Suite 103
CITY & STATE: Port St. Lucie, Florida 34987

COUNCIL APPROVED: 8/8/2022

AWARD CONTRACT #20220036 FOR THE DESIGN & PERMITTING SERVICES FOR THE NEW REGIONAL PARK AT TORINO PARKWAY IN THE AMOUNT OF 257,920.00, PARKS & RECREATION DEPARTMENT, PROCUREMENT MANAGEMENT

CONTRACT AMOUNT - \$257,920.00
CONTRACT TERM: 10/3/2022 through 6/30/2023, with no option to renew.

COUNCIL APPROVED: N/A

AMENDMENT #1 – TIME EXTENSION ONLY THROUGH 12/15/2023.

COUNCIL APPROVED: N/A

AMENDMENT #2 – \$14,900.00 & 231 additional calendar days for a new Contract amount of \$272,820.00 and a new end date of 2/15/2024.

COUNCIL APPROVED: N/A

AMENDMENT #3 – \$0.00. New end date of 7/1/2024. The Contract amount remains at \$272,820.00.

COUNCIL APPROVED: N/A

AMENDMENT #4 – \$0.00. New end date of 12/30/2026. The Contract amount remains at \$272,820.00.



**CONTRACT
AMENDMENT #4**

This Amendment #4 (“Amendment #4”) to the Design & Permitting Services for a New Regional Park Facility on Torino Parkway under Contract #20220036 (“the Contract”), by and between the City and Kimley-Horn and Associates, Inc. (“Consultant”), shall be effective as of the date this Amendment #4 is fully executed.

Consultant’s Full Legal Name:	Kimley-Horn and Associates, Inc.
Solicitation No./Event ID:	20220036
Solicitation Title/Event Name:	Design & Permitting Services for a New Regional Park Facility on Torino Parkway
Contract Award Date:	8/8/2022
Initial Contract Term:	10/3/2022 through 6/30/2023
Current Contract Expiration Date:	7/1/2024
Requested Contract Expiration Date:	12/30/2026
Initial Contract Amount:	\$257,920.00
Current Contract Amended Amount:	\$272,820.00
Requested Financial Change Amount:	\$0.00
New Contract Amount:	\$272,820.00
Amendment No.:	4
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.

This Amendment #4 is for the items outlined below.

1. **Contract Extension.** The time extension is needed to accommodate additional work required for the project and to accommodate design and construction phase services. To best accommodate a design, permitting, and construction schedule for a project of this size and scope.

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

Beginning Date of Amendment #4 Term: July 2, 2024.

End Date of Amendment #4 Term: December 30, 2026.

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 in a duly executed writing to extend the Contract for an additional period.

C. No additional compensation is needed for the time extension.

2. **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 XXI of the Contract.

3. 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.


4. 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.

5. 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.

6. 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.

IN WITNESS WHEREOF, the parties have caused this Amendment #4 to be duly executed by their authorized representatives.

CONSULTANT

Consultant's Full Legal Name: (PLEASE TYPE OR PRINT)	Kimley-Horn and Associates, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Christopher W. Heggen, P.E. Vice President

Date:	7.1.2024
Company Address:	477 South Rosemary Ave, Suite 215 West Palm Beach, FL 33401

THE CITY OF PORT ST. LUCIE

Authorized Signature:	<i>Caroline Sturgis</i>
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	July 1, 2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984