



CONTRACT AMENDMENT

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

Contractor's Full Legal Name:	Holtz Consulting Engineers, Inc., a Florida corporation
Solicitation No./Event ID:	
Solicitation Title/Event Name:	Progressive Design Build – Noble Oaks Lane- Lift Station
Contract Award Date:	June 1, 2022
Initial Current Contract Term:	270 days from the date of the Notice to Proceed for Phase 2
Current Contract Expiration Date:	270 days from the date of the Notice to Proceed for Phase 2
Requested Contract Expiration Date:	270 days from the date of the Notice to Proceed for Phase 2
Initial Contract Amount:	\$1,060,345.00
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	N/A
New Contract Amount:	\$1,060,345.00
Amendment No.:	One
Amendment Type:	Terms Revision

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, the Engineer is a Florida Corporation and is licensed in the State of Florida who designed Phase 1 via Contract #20220067 ("Contract"); and

WHEREAS, the City determined that the goals to complete this project are best served by using a process where the City and the Engineer, or design-builder, perform design and preconstruction services to

help the City determine the scope, price and schedule of the project (otherwise known as Phase 1); and the Engineer submitted to the City a Guaranteed Maximum Price ("GMP") with the design and project schedule to complete Phase 2; and

WHEREAS, the City wishes to contract for Phase 2 of the Progressive Design Build for the design and construction of the lift station known as Noble Oaks estates as well as other tasks ("Work") more specifically described in the Contract, this Amendment and its attachments; and

WHEREAS, the Engineer or Design-Builder shall perform the design and construction services, and provide all material, equipment, tools and labor necessary to complete the Work described herein and reasonably inferable from the Contract; and

WHEREAS, the Engineer is selected on qualifications to perform Phase 2; and

WHEREAS, the Engineer will consult and contract with a contractor for the construction of the lift station pursuant to the Consultant Competitive Negotiations act, found in Chapter 287, Florida Statutes; and

WHEREAS, Engineer is qualified, willing and able to provide the Work on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Amendment with Engineer to perform the Work specified and, in an amount agreed to herein.

WHEREAS, the Contract is in effect through the Current Contract Term as defined above,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The Recitals set forth above are hereby incorporated into this Amendment and made a part of hereof for reference.

SECTION 1

SCOPE OF SERVICES

Phase 2 Services - Final Design and Construction Services. The design-builder will complete the design and construction in accordance with those commercial terms. The design-builder will also be responsible for any testing, commissioning, and other services that have been agreed upon by both parties. All specifications and materials shall be in accordance with the City of Port St. Lucie Utility Systems Department (PSLUSD) Design Standards and qualified products list (QPL), and as directed by the City's Project Manager.

The following is a detailed description of the engineering services to be provided.

Project Management. The project management task includes contract administration, quality assurance/quality control (QA/QC), and project meetings with City staff. Progress will be monitored, and resources and subcontractors will be managed to achieve the schedule, budget, and work quality goals of the project. The Engineer will coordinate with City staff and will keep City informed as to the status and progress of the project. Communications with the City will be conducted under this task.

The Engineer will conduct internal QA/QC review of the deliverables for conformance to contract and internal program requirements. The results of these reviews will be incorporated into the deliverables prior to submission to City for review and comment.

Engineering Services During Construction.

During the construction phase of the Project, the Designer-Builder will provide the following services:

1. Direct the preconstruction meeting with the CITY, subcontractors, and other interested parties.
2. Prepare and submit shop drawings and submittals. Review and comment on shop drawings submitted by subcontractors and suppliers and obtain approval from CITY.
3. Review subcontractor invoices and prepare monthly applications for payment.
4. Manage and coordinate with subcontractors and material suppliers.
5. Provide subcontractor oversight and inspection including providing construction managers and inspectors for compliance with design documents.
6. Furnish and install all materials, labor, and equipment required for the complete installation of the force main as shown on the Final Design plans.
7. Prepare Record Drawings with each Pay Request and at completion of the project.
8. Certify and close-out all permits.
9. Reconcile the GMP Change Order with CITY.
10. Prepare final documentation for Contract close-out.
11. Conduct a Warranty Walk-through 12 months after Final Completion.

SECTION 2 **DELIVERABLES**

The following deliverables will be provided to City:

1. Performance and Payment bonds.
2. Project, equipment, and material submittals.
3. Purchase and installation of equipment and materials.
4. Coordination of all shut down scheduling.
5. Construction of improvements.
6. Startup and testing services.
7. Restoration activities.
8. Record drawings.
9. Closeout of any outstanding permits.

The following deliverables will be provided to City:

1. Preconstruction meeting agendas and minutes.
2. Final plans and technical specifications. Paper copies and digital copies in PDF, Microsoft Word and AutoCAD Version 2013 or later will be submitted.

SECTION 3 **SCHEDULE**

Time periods to perform the professional services are estimated in the Exhibit "A" attached. The Design Builder submitted a Guaranteed Maximum Pricing ("GMP") Proposal and a GMP Report, attached hereto.

SECTION 4 **CITY'S RESPONSIBILITIES**

To assist in meeting the schedule and budget estimates, City will provide the following:

1. Prompt review and comment on deliverables.
2. Attendance of key personnel at meetings.

3. Access to the proposed project site.

SECTION 5 **ADDITIONAL REQUIREMENTS**

Payment and Performance Bond. The Engineer is required to furnish a recorded bond to secure payment of all claims for materials furnished and/or labor performed. The payment bond shall be in amount equal to the contract price. The awarded contractor(s) shall be required to furnish a recorded performance bond or an irrevocable letter of credit to the City for the faithful performance on the contract in an amount equal to **the awarded contract total**. The bond shall be issued by a Corporate Surety authorized to do business with the State of Florida. The performance bond/letter of credit must be submitted to the City within ten (10) calendar days of the date the contract is approved by city council, but in any event, prior to the beginning of any contract performance by the awarded contractor.

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to the Contract, and those contained in the Contract, this Amendment and the Specifications herein referenced, the terms of this Amendment referenced shall apply.

Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand six hundred ninety (\$1,690.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

SECTION 6 **ENTIRE AGREEMENT**

The written terms and provisions of this Amendment shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, the Amendment or Contract documents.

SECTION 7 **SUCCESSORS AND ASSIGNS**

This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

SECTION 8 **ENTIRE AGREEMENT**

Except as expressly modified by this Amendment, the contract 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 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 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Holtz Consulting Engineers, Inc.
Authorized Signature:	<i>Curtis Robinson</i>
Printed Name and Title of Person Signing:	Curtis Robinson, Vice President
Date:	06/16/2022
Company Address:	607 S.W. St. Lucie Crescent, Suite 103, Stuart, FL 34994

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