

## **MEMORANDUM**

DATE: March 4, 2024

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

FROM: Robyn Holder, CPPB  
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20230117 Amendment #1  
CONTRACT TITLE: CEI Services for the PSL Blvd. Segment 3 Construction Project

CONTRACTOR NAME: Johnson, Mirmiran & Thompson, Inc.  
ADDRESS: 3731 Oleander Ave.  
CITY & STATE: Ft. Pierce, FL 34982

**COUNCIL APPROVED: September 11, 2023 Item 7k**

CONTRACT AMOUNT - \$659,656.00  
CONTRACT TERM: 9/12/2023 through 3/20/2024 (200 calendar days), with the option no option to renew.

**COUNCIL APPROVED: N/A**

AMENDMENT #1 AMOUNT - \$0.00  
CONTRACT TERM EXTENSION: New end date is 8/31/2024, with the option no option to renew.



## CONTRACT AMENDMENT

This Amendment #1 ("Amendment #1") for the CEI & GEO Services for Port St. Lucie Blvd. Segment 3 Reconstruction under Contract #20230117 ("the Contract"), by and between the City and the Consultant, as defined below, shall be effective as of the date this Amendment #1 is fully executed.

|                                            |                                                                              |
|--------------------------------------------|------------------------------------------------------------------------------|
| <b>Consultant's Full Legal Name:</b>       | Johnson, Mirmiran, & Thompson, Inc.                                          |
| <b>Solicitation No./Event ID:</b>          | 20230117                                                                     |
| <b>Solicitation Title/Event Name:</b>      | CEI & GEO Services for Port St. Lucie Blvd. Segment 3 Reconstruction Project |
| <b>Contract Award Date:</b>                | 9/11/2023                                                                    |
| <b>Initial Current Contract Term:</b>      | 9/12/2023 through 3/20/2024                                                  |
| <b>Current Contract Expiration Date:</b>   | 3/20/2024                                                                    |
| <b>Requested Contract Expiration Date:</b> | 8/31/2024                                                                    |
| <b>Initial Contract Amount:</b>            | \$659,656.00                                                                 |
| <b>Current Contract Amended Amount:</b>    | \$659,656.00                                                                 |
| <b>Requested Financial Change Amount:</b>  | \$0.00                                                                       |
| <b>New Contract Amount:</b>                | \$659,656.00                                                                 |
| <b>Amendment No.:</b>                      | 1                                                                            |
| <b>Amendment Type:</b>                     | 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 Contract # 20230117 between Johnson, Mirmiran, & Thompson, Inc. and the City of Port St. Lucie, dated September 12, 2023, are hereby incorporated and made a part of that Contract.

This Amendment #1 is for the items outlined below.

1. Contract Extension. The parties hereby agree that the contract will be extended for an additional period due to delays associated with the project construction schedule.

Beginning Date of Amendment #1 Term: March 21, 2024.

End Date of Amendment #1 Term: August 31, 2024.

The parties agree the contract will expire at midnight on the date defined as the "End Date of Amendment #1 Term" unless the parties agree to extend the contract for an additional period of time.

2. **NON-EXCLUSIVITY.** Contractor acknowledges and agrees that this Contract is non-exclusive.
3. **DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.** Contractor 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. Contractor understands and will comply with this statute.
5. **SCRUTINIZED COMPANIES.** By entering into this Agreement with the City, Contractor certifies that it and those related entities of Contractor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, and as may be amended from time to time, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor as defined by Florida law are found to have submitted a false certification or

any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in § 287.135(4), Florida Statutes, are met.

6. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:
1. 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 this Contract.
  2. If Consultant enters into a contract with a sub consultant, Consultant must require each and every sub consultant to provide the Consultant with an affidavit stating that the sub consultant 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.
  3. The City shall terminate this 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.
  4. Consultant shall immediately terminate any contract with any sub consultant if Consultant has, or develops, a good faith belief that the sub consultant has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any sub consultant 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 sub consultant.
  5. The City shall terminate this 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 this 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 consultant is liable for any additional costs incurred by the City as a result of the termination of a contract.
  6. The City, Consultant, or any sub consultant 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. Such a cause of action must be filed in accordance with the Venue provision in Section XXI of the Contract.
7. **CONSTRUCTION.** The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms

or provisions within each provision or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract, and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

8. **SUCCESSORS AND ASSIGNS.** This Amendment #1 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
9. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #1, 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 #1 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 #1 to be duly executed by their authorized representatives.

**CONTRACTOR**

|                                                                |                                                                                   |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>Contractor's Full Legal Name:</b><br>(PLEASE TYPE OR PRINT) | Johnson, Mirmiran & Thompson, Inc.                                                |
| <b>Authorized Signature:</b>                                   |  |
| <b>Printed Name and Title of Person Signing:</b>               | Steven E. Haines, Vice President                                                  |
| <b>Date:</b>                                                   | 02.29.2024                                                                        |
| <b>Company Address:</b>                                        | 3731 Oleander Ave., Suite 108, Ft. Pierce, FL 34982                               |

**THE CITY OF PORT ST. LUCIE**

|                                                  |                                                                                     |
|--------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>Authorized Signature:</b>                     |  |
| <b>Printed Name and Title of Person Signing:</b> | Caroline Sturgis, Director, Office of Management & Budget, and Procurement          |
| <b>Date:</b>                                     | 03/05/2024                                                                          |
| <b>City Address:</b>                             | 121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984                             |