


**MEMORANDUM**

DATE: October 1, 2021

TO: \*\*\*ORIGINAL\*\*\*  
City Clerk's Office

FROM: Robyn Holder, CPPB   
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20200116 Amendment #2  
CONTRACT TITLE: Replacement of the Emergency Generator at City Hall

VENDOR NAME: All Florida Contracting Services, LLC  
VENDOR ADDRESS: 3814 NW 126<sup>th</sup> Avenue  
CITY & STATE: Coral Springs, FL 33065

**COUNCIL APPROVED DATE: February 22, 2021**

**7f)- Award Contract #20200116 for the Replacement of the Emergency Generator at City Hall**

CONTRACT TERM: 04/12/2021 through 8/10/2021 (120 calendar days), with no option to renew.

**COUNCIL APPROVED DATE: N/A**

AMENDMENT #1: add 112 calendar days for a new end date of 11/30/2021. No additional funds are required for the time extension.

**COUNCIL APPROVED DATE: N/A**

AMENDMENT #2: add \$116,225.00 for a new Contract amount of \$1,247,601.00 and 60 additional calendar days for a new end date of 1/29/2022.





### 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.

<b>Contractor's Full Legal Name:</b>	All Florida Contracting Services, LLC
<b>Solicitation No./Event ID:</b>	20200116
<b>Solicitation Title/Event Name:</b>	Replacement of Emergency Generator at City Hall
<b>Contract Award Date:</b>	02/22/2021
<b>Initial Current Contract Term:</b>	04/12/2021 through 08/10/2021
<b>Current Contract Expiration Date:</b>	11/30/2021
<b>Requested Contract Expiration Date:</b>	1/29/2022
<b>Initial Contract Amount:</b>	\$1,131,376.00
<b>Current Contract Amended Amount:</b>	\$1,131,376.00
<b>Requested Financial Change Amount:</b>	\$116,225.00
<b>New Contract Amount:</b>	\$1,247,601.00
<b>Amendment No.:</b>	2
<b>Amendment Type:</b>	<b>Increase of Commodities</b>

WHEREAS, the Contract is in effect through the Current Contract Term 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. Transformer Feeders \$46,551.00 – The new secondary feeders from the new transformer location to the new ATS is 115 feet long. The engineered design requires six (6) sets of four (4) 400-KCMIL.

- The original bid design was for 20 feet. An additional 95 feet is now required to make the connection. Additional conduit is also required for the connection.
2. Re-Route Chilled Water Pipes \$4,180.00 – Re-route chilled water pipes under building footer, compact earth under pipes, sleeve water pipes, pour flowable concrete encasing water pipes and partial footer. Repour concrete slab to finish grade.
  3. New Enclosure Gates (Rolling) \$11,380.00 – Provide and install new aluminum double swing gate for the dumpster location to include NOA or wind load calculations and powder coat with customers color selection. New gates are 60% larger than original /drawings.
  4. Replace Old Transformer Slab \$7,757.00 – Saw cut, remove and replace entire old unusable crowned slab at old transformer location. Install new 10'4" x 15'4" x 6" reinforced slab in new enclosed storage area. Price includes the deduct of 36ft<sup>2</sup> of existing transformer pad to be removed per original contract.
  5. Additional Structural Louvers \$30,243.00 – Install new additional louver system on top of the North & West wall per architect new revised drawings including angle support system.
  6. New Structural Beams \$17,715.00 – Install new custom structural beams at dumpster location and new storage area to support new architectural louvers.
  7. Remove Elevated Slab at Chiller Plant \$1,360.00 – Saw cut and remove existing elevated chiller slab not shown on the original plans.
  8. Walls (\$2,961.00) – Deduct CBS wall to be demolished and is now to remain.
  9. This Amendment will require an additional 60 calendar days for a new end date of January 29, 2022.

**Total Amount of Amendment #2 - \$116,225.00**

10. Contract language was to be revised prior to execution – Section VI Work Changes is revised as follows:

***SECTION VI  
WORK CHANGES***

*The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be ~~at cost~~ determined by mutual agreement of the parties. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.*


11. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
12. **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.

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

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	All Florida Contracting Services, LLC
<b>Authorized Signature:</b>	<b>Michael Cox</b> <small>Digitally signed by Michael Cox Date: 2021.10.01 11:04:57 -04'00'</small>
<b>Printed Name and Title of Person Signing:</b>	Michael Cox, President
<b>Date:</b>	10-01-2021
<b>Company Address:</b>	3814 NW 126 <sup>th</sup> Avenue, Coral Springs, FL 33065

**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>	10/1/2021
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984