

MEMORANDUM

DATE: November 25, 2024

TO: ****ORIGINAL****
CITY CLERK

FROM: Alaina Knofla, Procurement Contracting Officer III
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: 20240060

CONTRACT TITLE: Citywide Stormwater & Right-Of-Way Preventative
Maintenance Repair

VENDOR NAME: **Southern Underground, Inc. (PRIMARY)**

VENDOR ADDRESS: 2748 SW Casella Street

CITY & STATE: Port St. Lucie, Florida 34953

VENDOR NAME: **CK Contractors & Development (SECONDARY)**

VENDOR ADDRESS: 1100 Technology Place, Suite 122

CITY & STATE: West Palm Beach, Florida 33407

APPROVED BY COUNCIL: 6/10/24

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CONTRACT TERM: June 18, 2024, through June 17, 2027

Amendment #1 Terms Revision to remove language in Section VI-
Compensation, Progress Payments of the Contract ~~Retainage will be held at 6%~~
~~from each progress payment.~~

Please see the attached for (1) original contract for your records

**CONTRACT AMENDMENT**

This Amendment #1 to Contract 20240060 ("Contract") by and between the City and Contractor, as defined below, shall be effective as of the date this Amendment #1 is fully executed.

Contractor's Full Legal Name:	CK Contractors and Development (Secondary Contractor)
Solicitation No./Event ID:	20240060
Solicitation Title/Event Name:	Citywide Stormwater & Rights-Of-Way Preventive Maintenance Repair
Contract Award Date:	June 10, 2024
Initial Current Contract Term:	June 17, 2024
Current Contract Expiration Date:	June 17, 2027
Requested Contract Expiration Date:	N/A
Initial Contract Amount:	\$5,511.021
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	N/A
New Contract Amount:	N/A
Amendment No.:	1
Amendment Type:	Terms Revision

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:

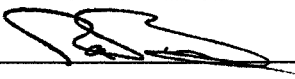
The following clause pertaining to retainage shall be deleted in its entirety from Section VI Compensation Progress Payments of original contract:

Progress Payments – Within twenty (20) business days, the City shall pay the Contractor, the sum of money due each Progress Payment that is properly allocated to labor, materials and equipment incorporated in the work for the period covered in the application for progress payment. ~~Retainage will be held at 5% from each progress payment.~~

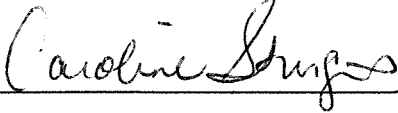
1. **TERMS REVISION.** The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made part of that Contract.
2. **SUCCESSORS AND ASSIGNS.** This Amendment #1 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #1, 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 #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.

IN WITNESS WHEREOF, the parties have caused this Amendment #1 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CK Contractors and Development
Authorized Signature:	
Printed Name and Title of Person Signing:	Robert Burns, Vice President
Date:	11/25/2024
Company Address:	1100 Technology Place, Suite 122, West Palm Beach, FL, 33407

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:	Nov. 26, 2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984