

MEMORANDUM

DATE: September 3, 2021

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

FROM: Michelle Fentress
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20200051-A1
CONTRACT TITLE: Design Services for Glades Cutoff Road 24" Force
Main

VENDOR NAME: Kimley-Horn & Associates, Inc.
VENDOR ADDRESS: 189 S. Orange Avenue, Suite 1000
CITY & STATE: Orlando, FL 32801

APPROVED BY COUNCIL: N/A

CONTRACT TERM: 04/27/20 THROUGH 07/26/2022.

AMENDMENT #1 – This Amendment is to add additional services (Construction Administration/Observation Services) increasing the contract \$187,500.00. The new contract amount is \$369,800.00. Additional 250 days were added to this contract as well. New end date is July 26, 2022.

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



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:	Kimley-Horn & Associates, Inc.
Solicitation No./Event ID:	#20200051
Solicitation Title/Event Name:	Design Services for Glades Cutoff Road 24" Force Main
Contract Award Date:	04/27/2020
Initial Current Contract Term:	04/27/2020 through 11/18/2021
Current Contract Expiration Date:	11/18/2021
Requested Contract Expiration Date:	07/26/2022
Initial Contract Amount:	\$182,300.00
Current Contract Amended Amount:	\$182,300.00
Requested Financial Change Amount:	\$187,500.00
New Contract Amount:	\$369,800.00
Amendment No.:	#1
Amendment Type:	Increase of Commodities

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. **CONTRACT EXTENTION.** The parties hereby agree that the contract will be extended for an additional two hundred fifty (250) days as follows:

Current End Date: November 18, 2021

New End Date: July 26, 2022

2. **ADDITIONAL SERVICES – CONSTRUCTION ADMINISTRATION/OBSERVATION SERVICES.** The Consultant shall prepare conformed documents (plans and specifications) for the City's use in the execution of the contract with the contractor. In addition, the Consultant shall perform the following.

- Prepare for and conduct the pre-construction meeting and distribute meeting minutes.
- Provide assistance to the City for the issuance of the Notice to Proceed.
- Respond to up to four (4) Requests for Additional Information (RAI) and clarifications for the construction of this project. Consultant will respond in a written format in a timely manner.
- Review shop drawings and submittals for their conformance with the design documents. such review and approvals or other action will not extend to means, methods, techniques, equipment choice, sequences, or procedures of construction or to related safety precautions. It is assumed that approximately twelve (12) submittals will be reviewed. Consultant will strive to complete the reviews within ten (10) working days.
- Review and recommend approval of contractor monthly pay requests, up to five (5) pay requests.
- Review and recommend for approval up to two (2) contractor requests for change orders.
- Provide part-time on-site construction observation with the other remaining observation time being performed by City staff. Assuming a 5-month construction schedule, with 4-months of actual construction activities, it is assumed that three (3) site visits per week will be made by the Consultant, at 8-hours per visit, or a total of 384 hours over the 4-months duration of active construction. The Consultant shall not, during such visits, or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Consultant will attend up to eight (8) bi-weekly progress meetings on-site.
- During the tie-in to the existing 16-inch concentrate main (estimated to be 1.5 days) and the installation of the I-95 directional bore (estimated to be 4 days) the Consultant will be on-site full time for those days noted.
- Review contractor provided record drawing information placed on Consultant provided CAD files and offer review comments.
- Consultant shall develop a final punch list of contractors required contract items for completion of the work.
- Consultant shall prepare the Substantial Completion forms as required by the construction contract.
- Consultant shall confirm that all required punch lists identified are completed prior to preparing final close out documents and final pay application approvals.
- Prepare final contractor close out documents to include, final pay request, final balancing change order, contractor subcontractor release of liens and warranty items.

The Consultant has made the following assumptions in the development of this scope of services:

- The City will pay for all permit related fees. These can be incorporated into the Consultant's scope of services if desired by the City.
- The project does not require any environmental related work along the proposed force main route since the main is being installed within existing easements/Public rights of way.


The services included in the above of this Scope of Services are based on a lump sum value as summarized in the table below.

Description	Total Cost
Construction Administration/Observation Services	\$187,500.00
TOTAL	\$187,500.00

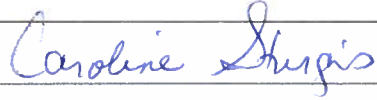
3. All other terms and conditions of the original contract and/or Addenda apply.
4. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
5. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, 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

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Michael Schwartz, Kimley-Horn + Associates
Authorized Signature:	
Printed Name and Title of Person Signing:	Michael Schwartz Sr/P
Date:	9/3/2021
Company Address:	1920 Welkings Way, Suite 201 West Palm Beach, FL 33411

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Procurement Director
Date:	9/7/2021
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984