

## **MEMORANDUM**

DATE: August 9, 2024

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

FROM: Robyn Holder, CPPB  
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20220112 Amendment #2  
CONTRACT TITLE: Western Raw Water Main Construction Project

CONTRACTOR NAME: Accurate Drilling Systems, Inc.  
ADDRESS: 49 N. Industrial Loop  
CITY & STATE: LaBelle, FL 33935

### **COUNCIL APPROVED: January 9, 2023**

7j)- AWARD CONTRACT #20220112 FOR THE WESTERN RAW WATER MAIN CONSTRUCTION PROJECT IN THE AMOUNT OF \$7,495,675.50, UTILITY SYSTEMS DEPARTMENT, PROCUREMENT MANAGEMENT DEPARTMENT.

CONTRACT AMOUNT - \$7,495,675.50

CONTRACT TERM: MATERIAL ORDERS BEGINS 4/3/2023 – CONSTRUCTION TO BEGIN 12/4/2023 THROUGH 12/3/2024 (365 calendar days), with the option no option to renew.

### **COUNCIL APPROVED: N/A.**

AMENDMENT #1 – Revised to allow for payment of stored materials. No change on time or cost.

### **COUNCIL APPROVED: N/A.**

AMENDMENT #2 – \$91,752.20  
End Date: 12/3/2024 (no change)



### CONTRACT AMENDMENT #2

This Amendment #2 ("Amendment #2") to the Western Raw Water Main Construction Project Contract #20220112 ("the Contract"), by and between the City and Accurate Drilling Systems, Inc. ("Contractor"), shall be effective as of the date this Amendment #2 is fully executed.

<b>Contractor's Full Legal Name:</b>	Accurate Drilling Systems, Inc.
<b>Solicitation No./Event ID:</b>	20220112
<b>Solicitation Title/Event Name:</b>	Western Raw Water Main Construction Project
<b>Contract Award Date:</b>	1/9/2023
<b>Initial Contract Term:</b>	Material purchases begin 4/3/2023 with Construction to begin 12/4/2023 through 12/3/2024
<b>Current Contract Expiration Date:</b>	12/3/2024
<b>Requested Contract Expiration Date:</b>	12/3/2024
<b>Initial Contract Amount:</b>	\$7,495,675.50
<b>Current Contract Amended Amount:</b>	\$7,495,675.50
<b>Requested Financial Change Amount:</b>	\$91,752.20
<b>New Contract Amount:</b>	\$7,587,427.70
<b>Amendment No.:</b>	2
<b>Amendment Type:</b>	Increase of Commodities

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 the Contract are hereby incorporated and made a part of that Contract.

This Amendment #2 is for the items outlined below.

1. **Terms Revisions.** After award of the project, the Contractor was provided with a Conformed Set of Construction Plans. Some lengths of pipe, additional fittings, and an additional roadway crossing were added to the plans. Additionally, the Contractor is proposing shifting some of the drills and installing a portion of the open-cut with a directional drill. The Contractor was also directed to wait for material procurement until after the City had procured the required easements and drill sites. During this period, material, equipment, labor, fuels, etc. costs have significantly increased.
2. The summary of additional costs is listed below:


CO ITEM	ITEM	PAY ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
<b>CHANGES FROM BID TO CONFORMED PLANS</b>						
1	B.1.b.	24-inch RAW	-350	LF	\$289.00	-\$101,150.00
2	B.1.c.	16-inch RAW	46	LF	\$194.75	\$8,958.50
3	B.2.d.	12-inch GV	1	EA	\$5,355.00	\$5,355.00
4	B.3	D.I. Fittings	1,648	LB	\$19.15	\$31,559.20
5	B.5	ARV Assembly	1	EA	\$11,160.00	\$11,160.00
6	B.7.a.	2" Sch 40 PVC	171	LF	\$7.00	\$1,197.00
7	1.1	24-inch RAW – Road Crossing	350	LF	\$374.00	\$131,180.00
<b>SUBTOTAL OF CHANGES FROM BID TO CONFORMED PLANS</b>						<b>\$88,259.70</b>
<b>PROPOSED DRILL AND MATERIAL MODIFICATIONS</b>						
8	B.1.a.	30-inch RAW WM	-2,074	LF	\$479.00	-\$993,446.00
9	B.3	D.I. Fittings	-3,560	LB	\$19.15	-\$68,174.00
10	B.4.b.	30-inch DR21 DIPS FPVC (Conserv. Easmt)	-740	LF	\$620.50	-\$459,170.00
11	B.5	ARV Assembly	1	EA	\$11,160.00	\$11,160.00
12	B.7.a.	2" Sch 40 PVC	-1,827	LF	\$7.00	-\$12,789.00
13	B.7.b	Concrete Pull Boxes	-2	EA	\$1,925.00	-\$3,850.00
14	B.8.f.	Sample Points	-1	EA	\$2,085.00	-\$2,085.00
15	B.8.c.	Asphalt Driveways (LTC Parkway/Amazon Ent.)	-67	SY	\$263.00	-\$17,621.00
16	B.8.g.	Type F Curb and Gutter	-40	LF	\$32.00	-\$1,280.00
17	E.1.b.	30-inch DR21 DIPS FPVC (I-95)	-2,974	LF	\$475.00	-\$1,412,650.00
18	2.1	HDD #2 - 36" DR 11 IPS HDPE W/ (2) 2" HDPE	1,406	LF	\$515.0	\$724,090.00
19	2.2	HDD #3 - 30" DR 21 DIPS FPVC W/ (2) 2" HDPE	2,974	LF	\$475.00	\$1,412,650.00
20	2.3	HDD #4 - 36" DR 11 IPS HDPE W/ (2) 2" HDPE	1,350	LF	\$519.25	\$700,987.50
<b>SUBTOTAL OF PROPOSED DRILL AND MATERIAL MODIFICATIONS</b>						<b>-\$122,177.50</b>
<b>PROJECT DELAY</b>						
21	3.1	MATERIAL INCREASES	1	LS	\$45,576.00	\$45,576.00
22	3.2	SUBCONTRACTOR INCREASES	1	LS	\$6,318.00	\$6,318.00
23	3.3	DRILL CREW INCREASES	1	LS	\$24,725.00	\$24,725.00
24	3.4	OPEN-CUT CREW INCREASES	1	LS	\$49,051.00	\$49,051.00
<b>SUBTOTAL OF PROJECT DELAY</b>						<b>\$125,670.00</b>
<b>TOTAL OF CONTRACT CHANGES</b>						<b>\$91,752.20</b>
<b>ORIGINAL CONTRACT AMOUNT</b>						<b>\$7,495,675.50</b>
<b>REVISED CONTRACT AMOUNT</b>						<b>\$7,587,427.70</b>



- 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. SUCCESSORS AND ASSIGNS.** This Amendment #2 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 6. ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #2, 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 #2 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 #2 to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Mario E. Acevedo Giron
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Mario Acevedo Vice President
<b>Date:</b>	8/9/21
<b>Company Address:</b>	49 N Industrial Loop, LaBelle, FL, 33935

**THE CITY OF PORT ST. LUCIE**

<b>Authorized Signature:</b>	<i>Caroline Sturgis</i>
<b>Printed Name and Title of Person Signing:</b>	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
<b>Date:</b>	August 9, 2024
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984