

MEMORANDUM

DATE: August 19, 2024

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

FROM: Angelene Frederick, Procurement Contracting Officer I
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20230061 A1
CONTRACT TITLE: Design & Permitting for Hogpen Sough
Stormwater Treatment Area

VENDOR NAME: WGI, Inc.
VENDOR ADDRESS: 2035 Vista Parkway
CITY & STATE: West Palm Beach, FL 33411

APPROVED BY COUNCIL: N/A

AMENDMENT #1: To extended time from September 26, 2024 to
September 25, 2025 with no additional funds requested. Due to the design
being split into a preliminary design and final design phrase

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



CONTRACT AMENDMENT #1

This Amendment #1 ("Amendment #1"), to the Design & Permitting for Hogpen Sough Stormwater Treatment Area in Contract #20230061 ("the Contract"), by and between the City and WGI, Inc. ("Contractor"), shall be effective as of the date this Amendment #1 is fully executed.

Contractor's Full Legal Name:	WGI, Inc.
Solicitation No./Event ID:	20230061
Solicitation Title/Event Name:	Design & Permitting of Hogpen Slough Stormwater Treatment Area
Contract Award Date:	January 22, 2024
Initial Contract Term:	January 29, 2024 to September 25, 2024 (Two hundred and forty (240) calendar days with no renewal options).
Current Contract Expiration Date:	September 25, 2024
Requested Contract Expiration Date:	September 25, 2025
Initial Contract Amount:	\$225,653.00
Current Contract Amended Amount:	\$225,653.00
Requested Financial Change Amount:	\$0.00
New Contract Amount:	N/A
Amendment No.:	#1
Amendment Type:	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 the are hereby incorporated and made a part of that Contract.

1. **Contract Extension.** Additional time is needed due to splitting the original contract into preliminary and final design phases. Therefore, the parties hereby agree that the Contract shall be extended for an additional period, as follows:

Beginning Date of Amendment #1 Term: September 26, 2024.

End Date of Amendment #1 Term: September 25, 2025.

- A. 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 in a duly executed writing to extend the Contract for an additional period.

2. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:

- a. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
- b. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
- c. The City shall terminate the 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.
- d. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- e. The City shall terminate the 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 the Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.

- f. The City, Contractor, or any subcontractor 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. The parties agree that any such cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision in Section XXI of the Contract.
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 #1 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 #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

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	WGI, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Adam Schildmeier, PE Market Leader, Civil
Date:	9/5/24
Company Address:	2035 Vista Parkway, West Palm Beach, FL 33411

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:	September 9, 2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984