

MEMORANDUM

DATE: March 26, 2024

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

FROM: Robyn Holder, CPPB
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20230077 Amendment #1
CONTRACT TITLE: Construction of Anthony F. Sansone Sr. Blvd. Phase 3 Extension

CONTRACTOR NAME: J.W. Cheatham, LLC
ADDRESS: 7396 Westport Place
CITY & STATE: West Palm Beach, Florida 33413

COUNCIL APPROVED: 10/9/2023 Item 7(i)

CONTRACT AMOUNT - \$10,307,551.17
CONTRACT TERM: 10/16/2023 to begin purchasing materials with a construction start date of 12/1/2023 through 11/30/2024 (365 calendar days), with no option to renew.

COUNCIL APPROVED: 3/25/2024

AMENDMENT #1 AMOUNT - \$649,544.06 for a New Contract amount is \$10,957,095.23
CONTRACT TERM: 10/16/2023 to begin purchasing materials with a construction start date of 12/1/2023 through 11/30/2024 (365 calendar days), with no option to renew.



CONTRACT AMENDMENT

This Amendment #1 ("Amendment #1") for the Anthony F. Sansone Sr. Blvd. Phase 3 Extension under Contract #20230077 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #1 is fully executed.

Contractor's Full Legal Name:	J. W. Cheatham, LLC
Solicitation No./Event ID:	20230077
Solicitation Title/Event Name:	Anthony F. Sansone Sr. Blvd. Phase 3 Extension
Contract Award Date:	10/9/2023
Initial Current Contract Term:	12/1/2023 through 11/30/2024 (365 calendar days)
Current Contract Expiration Date:	11/30/2024
Requested Contract Expiration Date:	11/30/2024
Initial Contract Amount:	\$10,307,551.17
Current Contract Amended Amount:	\$10,307,551.17
Requested Financial Change Amount:	\$649,544.06
New Contract Amount:	\$10,957,095.23
Amendment No.:	1
Amendment Type:	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 Contract # 20230077 between J.W. Cheatham, LLC and the City of Port St. Lucie, dated October 13, 2023, are hereby incorporated and made a part of that Contract.

1. This Amendment #1 is to provide adjusted quantities due to the redesign/realignment of the roadway after the bidding phase was completed. The realignment was required to facilitate the sale to Costco Warehouse Distribution Center (Project Everest).
2. The total cost for the realignment is \$649,544.06. There are no additional calendar days required for this Amendment.

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3. **SCRUTINIZED COMPANIES.** By entering into this Agreement with the City, Contractor certifies that it and those related entities of Contractor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, and as may be amended from time to time, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor as defined by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in § 287.135(4), Florida Statutes, are met.
4. **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.
5. **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.
6. **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.
7. **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.

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)	J.W. Cheatham, LLC
Authorized Signature:	<i>Thomas P. Uhrig</i>
Printed Name and Title of Person Signing:	Thomas P. Uhrig, President
Date:	03/12/2024
Company Address:	7396 Westport Place, West Palm Beach, FL 33413

THE CITY OF PORT ST. LUCIE

Authorized Signature:	<i>Caroline Sturgis</i>
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	March 27, 2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984