


## **MEMORANDUM**

DATE: June 6, 2024

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

FROM: Robyn Holder, CPPB   
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20220112 Amendment #1  
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.



### CONTRACT AMENDMENT #1

This Amendment #1 ("Amendment #1") to the Western Raw Water Main Construction Contract #20220112 ("the Contract"), by and between the City and Accurate Drilling Systems, Inc. ("Contractor"), shall be effective as of the date this Amendment #1 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 Current 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>	\$0.00
<b>New Contract Amount:</b>	\$7,795,675.50
<b>Amendment No.:</b>	1
<b>Amendment Type:</b>	Increase of Commodities

WHEREAS, the Contract is in effect through the Current Contract Expiration Date as defined above; and

WHEREAS, the Contractor seeks to order requisite materials for the project and requests payment for said materials at the time identified herein; and

WHEREAS, the Contract did not clearly identify or describe stored materials and time for payment of

such; and

WHEREAS, the Contractor desires to store materials, at no cost to either party, until the materials are ready to be installed,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Terms and Conditions.** The Contract is hereby amended to include the following terms and conditions.

**Purchase and Delivery of Materials.**

- a. **Purchase.** Once the materials are ordered, the Contractor shall provide an invoice to the City for payment based upon the City's payment methods and processes. However, prior to payment being made, the City and/or the City's Engineer of Record "CEI" must review and accept the materials.
- b. **Delivery and Inspection.** The Materials shall be inspected by the City's CEI upon delivery. Delivery must be coordinated with the Project Manager and the City's CEI.

**2. E-VERIFY**

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. 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 this Contract.
2. 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.
3. The City shall terminate this 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.
4. 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.
5. The City shall terminate this 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 this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. The contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. 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 accordance with the Venue provision herein.




agree that any such cause of action must be filed in St. Lucie County, Florida in accordance with Section XXII of the Contract.


3. **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.
4. **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**

<b>Contractor's Full Legal Name:</b> (PLEASE TYPE OR PRINT)	Accurate Drilling Systems, Inc
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Adam Schmidt Project Manager
<b>Date:</b>	6/5/2024
<b>Company Address:</b>	PO Box 3035, Labelle, Florida 33975

**THE CITY OF PORT ST. LUCIE**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
<b>Date:</b>	June 6, 2024
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984