

MEMORANDUM

DATE: April 16, 2024

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

FROM: Robyn Holder, CPPB [RH](#)
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20210081 Amendment #3
CONTRACT TITLE: Design Services for the Southport 24" Force Main to Glades
Booster Pump Station

CONTRACTOR NAME: Kimley-Horn and Associates, Inc.
ADDRESS: 10521 SW Village Center Drive, Suite 103
CITY & STATE: Port St. Lucie, FL 34987

COUNCIL APPROVED: April 11, 2022

7c)- AWARD CONTRACT #20210081 FOR THE DESIGN OF THE SOUTHPORT 24" FORCE MAIN TO GLADES BOOSTER PUMP STATION YTO KIMLEY-HORN & ASSOCIATES, INC., AMOUNT OF \$1,649,560.00, UTILITY SYSTEMS DEPARTMENT, PROCUREMENT MANAGEMENT

CONTRACT AMOUNT - \$1,649,560.00

CONTRACT TERM: 4/20/2022 through 10/17/2023, with the no option to renew.

COUNCIL APPROVED: N/A

Amendment #1 – Time Extension of 895 calendar days with a new end date of 3/31/2026. No funds are required for the time extension.

COUNCIL APPROVED: N/A

Amendment #2 – Reallocation of Funds for Geotechnical Services. No change if Contract Amount of \$1,649,560.00. The end date remains the same at 3/31/2026.

COUNCIL APPROVED: N/A

Amendment #3 – Reallocation of Funds for Record Drawing Preparation Services. No change if Contract Amount of \$1,649,560.00. The end date remains the same as 3/31/2026.



**CONTRACT
AMENDMENT #3**

This Amendment #3 (“Amendment #3”) for the Design Services for the Southport 24-inch Force Main to Glades Booster Pump Station under Contract #20210081 (“the Contract”), by and between the City and the Consultant, as defined below, shall be effective as of the date this Amendment #3 is fully executed.

Consultant’s Full Legal Name:	Kimley-Horn and Associates, Inc.
Solicitation No./Event ID:	20210081
Solicitation Title/Event Name:	Design Services for the Southport 24-inch Force Main to Glades Booster Pump Station
Contract Award Date:	4/11/2022
Initial Current Contract Term:	4/20/2022 through 10/17/2023
Current Contract Expiration Date:	3/31/2026
Requested Contract Expiration Date:	3/31/2026 (no change)
Initial Contract Amount:	\$1,649,560.00
Current Contract Amended Amount:	\$1,649,560.00
Requested Financial Change Amount:	\$0.00 (a reallocation of funds only)
New Contract Amount:	\$1,649,560.00
Amendment No.:	3
Amendment Type:	Terms Revision

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 #3 is for the items outlined below.

1. Additional Scope of Work:

A. New Task 15 – Record Drawing Preparation (Phase 2/3) - \$48,040.00.

B. Funds will be reallocated from Tasks 5.1, 5.2, 5.3, 6.1, 6.2, and 6.3 for a total of \$48,040.00 to cover the New Task. The reallocation is as follows:

Task 5 – Preparation of CMAR documents (Phases 2 and 3)	-
Task 5.1 – Development of CMAR requirements (\$9,630 is already used)	(\$4,770)
Task 5.2 – CMAR Solicitation Documents	(\$9,160)
Task 5.3 – Assistance with Proposal and Submittal Review	(\$8,520)
Task 6 – Integrated Solution Ranking	-
Task 6.1 – Development of Integrated Solutions	(\$9,760)
Task 6.2 – Decision Making Framework Development	(\$10,950)
Task 6.3 – Integrated Solution Recommendation	(\$4,880)
Task 15 – Record Drawing Preparation (Phase 2/3)	\$48,040.00

C. No additional time is needed for the reallocation of funds.

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

1. Consultant must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant. Consultant must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
2. If Consultant enters into a contract with a subconsultant, Consultant must require each and every subconsultant to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant 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 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.
4. Consultant shall immediately terminate any contract with any subconsultant if Consultant has, or develops, a good faith belief that the subconsultant has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subconsultant of Consultant knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Consultant and order the Consultant to immediately terminate the contract with the subconsultant. 5. 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 Consultant may not be awarded a public contract for a least one (1)

year after the date on which the Contract was terminated. A consultant is liable for any additional costs incurred by the City as a result of the termination of a contract.


6. The City, Consultant, or any subconsultant 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 in Section XXI of the Contract.

5. **SUCCESSORS AND ASSIGNS.** This Amendment #3 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 #3, 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 #3 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 #3 to be duly executed by their authorized representatives.

CONSULTANT

Consultant's Full Legal Name: (PLEASE TYPE OR PRINT)	LANCE R. LITRELL
Authorized Signature:	
Printed Name and Title of Person Signing:	LANCE R. LITRELL, VICE PRESIDENT
Date:	4/15/24
Company Address:	1920 WEKEVA WAY, 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:	April 16, 2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984