


## **MEMORANDUM**

DATE: October 2, 2023

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

FROM: Robyn Holder, CPPB   
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20220036 Amendment #2  
CONTRACT TITLE: Design & Permitting Services for the New Regional Park Facility  
on Torino Parkway

CONTRACTOR NAME: Kimley-Horn & Associates  
ADDRESS: 10521 SW Village Green Center, Suite 103  
CITY & STATE: Port St. Lucie, Florida 34987

**COUNCIL APPROVED: 8/8/2022**

AWARD CONTRACT #20220036 FOR THE DESIGN & PERMITTING SERVICES FOR THE  
NEW REGIONAL PARK AT TORINO PARKWAY IN THE AMOUNT OF 257,920.00,  
PARKS & RECREATION DEPARTMENT, PROCUREMENT MANAGEMENT

CONTRACT AMOUNT - \$257,920.00

CONTRACT TERM: 10/3/2022 through 6/30/2023, with no option to renew.

**COUNCIL APPROVED: N/A**

AMENDMENT #1 – TIME EXTENSION ONLY THROUGH 12/15/2023.

**COUNCIL APPROVED: N/A**

AMENDMENT #2 – \$14,900.00 & 231 additional calendar days for a new Contract amount  
of \$272,820.00 and a new end date of 2/15/2024.





### CONTRACT AMENDMENT

This amendment by and between the Consultant and the City as defined below shall be effective as of the date this Amendment is fully executed.

<b>Consultant's Full Legal Name:</b>	Kimley-Horn and Associates, Inc.
<b>Solicitation No./Event ID:</b>	20220036
<b>Solicitation Title/Event Name:</b>	Design Services for a New Regional Park Facility on Torino Parkway
<b>Contract Award Date:</b>	8/8/2022
<b>Initial Current Contract Term:</b>	10/3/2022 through 6/30/2023
<b>Current Contract Expiration Date:</b>	6/30/2023
<b>Requested Contract Expiration Date:</b>	2/15/2024 (231 calendar days)
<b>Initial Contract Amount:</b>	\$257,920.00
<b>Current Contract Amended Amount:</b>	\$257,920.00
<b>Requested Financial Change Amount:</b>	\$14,900.00
<b>New Contract Amount:</b>	\$272,820.00
<b>Amendment No.:</b>	2
<b>Amendment Type:</b>	Increase of Commodities

WHEREAS, the Contract is in effect through the Current Contract Term 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:

1. Consultant shall perform the following additional services:

**TASK 6.1 TRAFFIC STUDY**

Consultant will prepare a traffic impact study for the proposed site improvements, based on the park program elements as depicted in Concept 1 (current version, prepared August 2023). As part of this task, Consultant will perform the following services:

- ❖ A subconsultant to Kimley-Horn will collect weekday PM peak hour and Saturday peak hour turning movement counts at up to five (5) intersections.
- ❖ Apply FDOT peak season adjustment factors to the raw data.
- ❖ Apply historical growth rates in the area to adjust existing year counts to Future Background conditions without project traffic (Year 2028).
- ❖ Calculate the anticipated trip generation potential for the proposed site on a weekday PM peak hour and Saturday peak hour basis.
- ❖ Distribute the project trips based on the local roadway characteristics and complementary land use in the area.
- ❖ Calculate Future Total (Year 2028) traffic volumes by adding project traffic to Future Background traffic.
- ❖ Conduct an analysis of up to five (5) intersections for Existing, Future Background, and Future Total conditions using Synchro 11.0 software.
- ❖ Provide mitigation suggestions, if applicable, for roadway segments and intersections which are not projected to meet level of services (LOS) standards.
- ❖ Review existing and proposed pedestrian and bicycle facilities in the vicinity of the project and make suggestions to improve multi-modal circulation, if needed.

The findings of this task will be summarized in a written traffic report. Relevant tables, figures and data summaries will be prepared and included in the report. Up to five (5) hard copies and one (1) digital copy of the report (PDF format) will be provided for Client use. Up to one (1) round of reasonable comments will be included as part of this task.

The following general schedule will be in connection with the services set forth above:

- ❖ Traffic Counts Completed – 2 weeks after Notice to Proceed
- ❖ Traffic Study Submitted to City – 4 weeks after Notice to Proceed (2 weeks after counts are received)

2. Contract Extension. The parties hereby agree that the contract will be extended for an additional period of time as follows:


Beginning Date of Amendment #2 Term: July 1, 2023.  
End Date of Amendment #2 Term: February 15, 2024.

- A. The parties agree the contract will expire at midnight on the date defined as the "End Date of Amendment #2 Term" unless the parties agree to extend the contract for an additional period of time.
3. **SUCCESSORS AND ASSIGNS.** This Amendment 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, the contract 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 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 to be duly executed by their authorized representatives.

**CONSULTANT**

<b>Consultant's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Kimley-Horn and Associates, Inc.
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Christopher W. Heggen, P.E. Vice President
<b>Date:</b>	September 22, 2023
<b>Company Address:</b>	1920 Wekiva Way, West Palm Beach FL 33411

**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>	Oct. 4, 2023
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984