



**CONTRACT
AMENDMENT #4**

This Amendment #4 (“Amendment #4”) 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 #4 is fully executed.

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|--|---|
| 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: | 12/21/2027 |
| Initial Contract Amount: | \$1,649,560.00 |
| Current Contract Amended Amount: | \$1,649,560.00 |
| Requested Financial Change Amount: | \$660,983.00 |
| New Contract Amount: | \$2,310,543.00 |
| Amendment No.: | 4 |
| 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 #4 is for the items outlined below.

1. Additional Scope of Work:

INTRODUCTION

Kimley-Horn and Associates (“CONSULTANT”) will perform grant administration and construction phase services to the City of Port St. Lucie Utility Systems Department (“CITY”) for the project referred to as the Southport 24” Force Main to Glades Booster Pump Station for Phase 2 and 3. The project consists of a new 24” force main from SW Darwin Blvd./SW Yale St., west to the Glades Wastewater Booster Pump Station, approximately 34,000LF. The projects’ purpose is to divert up to 4.0 MGD of wastewater from the Southport Booster Pump Station (that would normally go through the Westport WWTF) to the Glades Booster Pump Station.

The CONSULTANT was authorized on April 11, 2022, to perform design and permitting services for Phases 1, 2 and 3, along with construction phase services for Phase 1. The scope of services for construction phase services for Phases 2 and 3 was defined in the original Contract, but the associated fee was to be determined later. The original project for Phases 2 and 3 was to be constructed under a CMAR arrangement that would be developed by the CITY and CONSULTANT. The CITY has now decided to publicly bid Phases 2 and 3 of the work, with Phase 1 being constructed by one of the CITY’s on-call contractors.

The CITY recently was awarded a grant for this project from the Florida Department of Environmental Protection (“FDEP”) for Phases 2 and 3, requiring the CONSULTANT to provide Grant Administration services.

This Amendment #4 will define the scope and fee for grant administration services and engineering services during construction to include part time construction observation services for Phases 2 and 3 only.

Record drawings are not included in this Amendment #4 and will be provided as a separate scope of work to be approved by the CITY.

SCOPE OF SERVICES

1. Grant Administration Services

The CONSULTANT shall prepare the supporting documentation required under the CITY’s FDEP Grant Agreement for this project. In addition, the CONSULTANT shall perform the following.

- CONSULTANT will coordinate with the CITY’s grant manager to prepare quarterly reporting required by FDEP.

- CONSULTANT will coordinate with the CITY's grant manager to provide schedule and project updates as required by the Grant Agreement.
- CONSULTANT will review Davis Bacon practices and policies with the Contractor and ensure compliance with the funding agreement requirements. Appropriate signage, compliance monitoring, certified payroll, and coordination will be provided by the CONSULTANT to support the grant compliance and reporting requirements.
- CONSULTANT will prepare and submit grant reimbursement request documents and respond to requests for additional information.
- CONSULTANT will work with the CITY to complete or update the Grant Work Plan as necessary to meet the Grant Agreement requirements.
- CONSULTANT will work with the City to complete the required Sea Level Impact Projection (SLIP) Study Report.
- CONSULTANT will coordinate with the CITY to fulfill the Grant Agreement requirements for the preparation and submission of as-built record drawings and project close-out.
- CONSULTANT will aid the CITY in the completion, organization, and long-term storage of Grant Agreement related materials for the required Grant Agreement record keeping time period. The CONSULTANT will NOT be responsible for storing and maintaining these records for the CITY but will aid in the preparation of this material.

2. Construction Phase Services

The CONSULTANT shall prepare conformed documents (plans and specifications) for the CITY's use in the execution of the contract with the contractor ("Contractor") ("Contract Documents"). In addition, the CONSULTANT shall perform the following.

- CONSULTANT will review and take appropriate action in respect to Shop Drawings, City's Approved Qualified Products List (QPL) and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through a Change Order. It is assumed that approximately ten (10) submittals will be made, along with the CITY's Approved QPL will be reviewed. CONSULTANT will complete the reviews within five (5) working days of receipt.
- CONSULTANT will prepare for, and attend a pre-construction meeting, and distribute meeting minutes.
- The Contractor's Contract Document Period for Phases 2 and 3 of the work is six-hundred thirty (630) calendar days or twenty-one (21) months, with an estimated eighteen (18) months of actual construction. Note that it is estimated that approximately three (3) months of time will be material approval/delivery with no construction activity. CONSULTANT will make site visits consisting of a maximum of three (3) visits per week, at 6.0 hours per visit or 1,404 hours to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, CONSULTANT will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents and keep the City informed of the general progress of the work.
- CONSULTANT will not supervise, direct, or control Contractor's work, and will not have authority to stop the work or responsibility for the means, methods, techniques, equipment choice and use,

schedules, or procedures of construction selected by Contractor, for safety programs incidental to Contractor's work, or for failure of Contractor to comply with laws. CONSULTANT does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

- CONSULTANT may require special inspections or tests beyond the normal construction observation noted above. Some of these special inspections are directional drill operations, MOT setup, dewatering, road restoration, pipe flushing and pressure tests. CONSULTANT's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. CONSULTANT is entitled to rely on the results of such tests.
- CONSULTANT will respond to four (4) Requests for Additional Information (RAI) and clarifications for each phase of construction. Any orders authorizing variations from the Contract Documents will be made only by the City.
- CONSULTANT will attend up to eighteen (18) progress meetings on-site.
- CONSULTANT will review and recommend approval for up to three (3) Contractor requests for change orders.
- Based on CONSULTANT observations and review of applications for payment and supporting documentation, CONSULTANT will recommend amounts that Contractor be paid. Recommendations will be based on CONSULTANT's knowledge, information, and belief, and will state whether in CONSULTANT's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. CONSULTANT's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections. CONSULTANT will review and recommend approval of Contractor's monthly pay requests, up to twenty (20) pay requests.
- When requested by Contractor and CITY, CONSULTANT will conduct a site visit to determine if the work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- CONSULTANT shall prepare the appropriate regulatory completion/certification forms required by the issuing agency (FPL/FDEP/FDOT/CITY) to close out the project. Such forms will only be executed by the CONSULTANT if the work is found by the CONSULTANT to be in general accordance with the construction document.
- CONSULTANT will conduct a final site visit to determine if the completed work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend final payment to Contractor.

3. Project Management Services

Project management includes activities related to initiating, planning, executing, controlling, and closing the Project. The CONSULTANT will perform a technical review of deliverables, in accordance with standards, prior to transmitting them to the CITY. Under this Task, the CONSULTANT will be responsible for overall coordination and oversight of the project execution. The task includes monthly invoicing, project financials, entering into subcontracts, along with coordinating the project progress meetings throughout the duration of the project.

ASSUMPTIONS

The CONSULTANT has made the following assumptions in the development of this scope of services.

1. The CITY will pay for all permit-related fees.

COMPENSATION

The services included in Tasks 1 through 3 of this Scope of Services are based on a lump sum value of \$660,983.00 as broken out in the table below.

COMPENSATION FOR PROFESSIONAL SERVICES

| TASK NAME | TOTAL COST |
|--|-------------------|
| Task 1 – Grant Administration Services | \$95,301 |
| Task 2 – Construction Phase Services | \$498,665 |
| Task 3 – Project Management Services | \$67,017 |
| TOTAL | \$660,983 |

SCHEDULE OF DELIVERY

Time to perform the professional services are estimated as follows:

SCHEDULE FOR PROFESSIONAL SERVICES

| TASK NAME | Duration |
|--|------------------|
| Task 1 – Grant Administration Services | 21-months |
| Task 2 – Construction Phase Services | 21-months |
| Task 3 – Project Management Services | During all Tasks |

EXHIBIT A

SCHEDULE OF HOURLY BILLING RATES

The rates and charges outlined below are used for billing of services on time and expenses projects and are used to develop compensation amounts of lump sum projects. These rates are effective for one year from the date of this Amendment #4 and shall be adjusted annually.

| 1. Kimley-Horn and Associates | Rates |
|--------------------------------------|--------------|
| Senior Engineer, P.E. | \$ 230 |
| Project Engineer, P.E. | \$ 190 |
| Engineering Intern (EI) | \$ 130 |
| Senior Designer | \$ 170 |
| Senior Inspector | \$ 165 |
| Administrative Services | \$ 85 |

- A. Subconsultants will be billed at cost plus 10%.
- B. Mileage for authorized travel shall be invoiced at the current IRS rate.
Reimbursable expenses including mileage shall be pre-approved by the City.

- 2. **GRANT AND FEDERAL REQUIREMENTS.** Consultant acknowledges there is a grant agreement in place for the construction of the force main, that FDEP has advised applies to the Contract, as well. Therefore, Consultant further agrees to comply with all grant and federal requirements, contained in Exhibits A and B, respectively, below. For purposes of these Exhibits A and B, Consultant will be referred to as “contractor” or “Contractor.”
- 3. **SUCCESSORS AND ASSIGNS.** This Amendment #4 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 #4, 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 #4 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 #4 to be duly executed by their authorized representatives.

CONSULTANT

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| Consultant’s Full Legal Name: (PLEASE TYPE OR PRINT) | Kimley-Horn and Associates, Inc. |
| Authorized Signature: |  |
| Printed Name and Title of Person Signing: | Michael F. Schwartz, P.E. Senior Vice President |
| Date: | May 13, 2024 |
| Company Address: | 1920 Wekiva Way West Palm Beach, FL 33411 |

THE CITY OF PORT ST. LUCIE

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