



CONTRACT AMENDMENT

This Amendment #2 to the Contract by and between the Consultant and the City, as defined below, shall be effective as of the date this Amendment #2 is fully executed.

Consultant's Full Legal Name:	Kimley-Horn and Associates, Inc.
Solicitation No./Event ID:	20180057R
Solicitation Title/Event Name:	Reverse Osmosis Membrane Study and Replacement at RO Water Treatment Plant
Contract Award Date:	07/22/2019
Initial Current Contract Term:	08/05/2019 through 08/05/2024 (5-year term)
Current Contract Expiration Date:	08/05/2024
Requested Contract Expiration Date:	08/05/2024 (no change)
Initial Contract Amount:	\$474,320.00
Current Contract Amended Amount:	\$484,320.00
Requested Financial Change Amount:	\$70,275.00
New Contract Amount:	\$554,595.00
Amendment No.:	2
Amendment Type:	Terms Revision

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. Amendment #2 consists of revising Task 8 identified in the original Contract. The Task 8 new scope is as follows:

Task 8 – Membrane Installation and Startup Certification

In Progress with additional items noted below as part of this amendment.

CONSULTANT will coordinate and observe the membrane installation and startup for each train. The replacement of all ten trains will be broken up into phases to denote the specific trains to be replaced. Phasing has been modified based upon Task 8 additional pressure vessel installations.

Following the startup of each membrane reload, the CONSULTANT will review startup and testing data collected and provided by the membrane installation firm. Following the data collection, a normalization baseline will be created for each train. The trending and data normalization tracking software integration support and confirmation, and certification of loading completion and compliance with performance specifications will be provided by the CONSULTANT. The CONSULTANT will coordinate with the Florida Department of Environmental Protection (FDEP) to verify startup and replacement confirmation for regulatory notification.

CONSULTANT will review the draft train completion and startup certification documents with City staff prior to finalization and certification.

Task 8 - Pressure Vessel Replacement Amendment

The City requested that Consultant perform a visual observation of all existing 445 pressure vessels at the facility and prepare a replacement technical memorandum detailing the findings from the site visit and any observed deficiencies in the vessels. The pressure vessel observation site visit consisted of one full day of observation that provided visual inspection of 445 vessels from both ends and along the length of the vessels. The pressure vessel replacement assessment technical memorandum included:

- One (1) draft technical memorandum
 - Summary and documentation of onsite findings and recommended replacement alternatives.
 - Coordination with vessel manufacturers to obtain replacement quotations and alternatives to keep costs down.
 - Coordination with Contractor for installation strategies and quotations for each replacement alternative.
- Three (3) virtual meeting workshops with the City to review and assess the alternatives for replacement and installation strategies developed with the Contractor.
- Incorporation of City comments and alternative selections
- One (1) final technical memorandum.

Additional services necessary to continue with the pressure vessel replacement include the following:

- Construction coordination for ongoing schedule modifications and adjustments to account for vessel delays and delivery schedules.
- Planning and coordinating vessel changeouts while maintaining service at the plant and minimizing exposure to membrane elements.
- One (1) pressure vessel Construction Preparation Meeting with the City and Contractor

- Review and support to the City for pressure vessel shop drawing reviews and procurement documents.
- Pressure vessel installation change order development, review, and supporting documentation letter preparation.

In addition to the above services provided in Task 8, CONSULTANT will coordinate and observe the pressure vessel installation. The replacement of all ten trains will be broken up in phases to denote the specific trains to be replaced. Phases will coincide with existing membrane element installation changeout. Phase C will include trains 1-7 and will be installed upon shipment arrival of pressure vessels. Phase D will include trains 8- 10 and will be installed in the fiscal year following the certification and startup of trains 1-7.

A table of the Phases described above and the projected installation dates are shown below:


Phase	Trains Upgraded/ Membranes & Pressure Vessels Replaced	Anticipated Fiscal Year
Phase C	Trains 1-7	FY 23/24
Phase D	Trains 8-10	FY 24/25

CONSULTANT will perform a total of eight (8) site visits.

2. **COMPENSATION:** Total compensation for the Task 8 revision is \$70,275.00. No additional calendar days are required for this Amendment #2.
3. **SUCCESSORS AND ASSIGNS.** This Amendment #2 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 #2, 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 #2 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 #2 to be duly executed by their authorized representatives.

CONSULTANT

Consultant's Full Legal Name: (PLEASE TYPE OR PRINT)	Kimley-Horn and Associates Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Hao Chan, Vice President
Date:	7/5/2023
Company Address:	189 South Orange Avenue, Suite 1000 Orlando, FL 32809

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:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984