



**CONTRACT AMENDMENT #1**

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

<b>Contractor’s Full Legal Name:</b>	Loren Jock Trucking, Inc.
<b>Solicitation No./Event ID:</b>	20210060
<b>Solicitation Title/Event Name:</b>	McCarty Ranch Extension Water Quality Restoration Project for Area 4
<b>Contract Award Date:</b>	9/13/2021
<b>Initial Current Contract Term:</b>	10/01/2021 through 4/29/2022
<b>Current Contract Expiration Date:</b>	4/29/2022
<b>Requested Contract Expiration Date:</b>	2/1/2023
<b>Initial Contract Amount:</b>	\$2,520,843.72
<b>Current Contract Amended Amount:</b>	\$2,520,843.72
<b>Requested Financial Change Amount:</b>	\$258,098.42
<b>New Contract Amount:</b>	\$2,778,942.14
<b>Amendment No.:</b>	1
<b>Amendment Type:</b>	<b>Increase of Commodities</b>

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

WHEREAS, due to project delays, material and labor shortages, the parties desire to amend the Contract to reflect the construction completion date as well as the actual cost,

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

1. Final true-up for the project accounts for overruns and underruns to pay for actual quantities installed. The Final True is an additional \$258,098.42. As depicted in the spreadsheet below, the additional work requested from the Contractor is \$286,552.21, but since underruns of (\$28,453.79) were identified, the final addition to the original contract is \$258,098.42.

The additional work requested resulted mainly from unexpected additions and modifications due to previously unknown field conditions. To mention a few: additional pipe supports were needed in areas where heavy fittings would compromise the integrity of the newly installed pipe; additional flatback gates were necessary to accommodate larger control boxes; additional lengths of pipe along with the appropriate fittings to stub out connections to subsequent projects.

No.	Pay Item	Item Description	Unit	Current Quantity	Unit Cost	Item Cost
<b>CHANGE ORDER ITEMS</b>						
1A		Bond	LS	1	\$ 1,905.95	\$ 1,905.95
2	999-2	Dewatering	LS	0	\$40,745.15	\$ 9,371.38
6	104-15	Stabilized Construction Entrance / Sweeping	EA	-1	\$ 4,322.41	\$ (4,322.41)
9	160-4	Stabilized Access Road	SY	985	\$ 7.72	\$ 7,604.20
11	999-5	Exotic Vegetation Removal	LS	0.20	\$13,953.70	\$ 2,790.74
12	120-1	Regular Excavation	CY	12,420	\$ 1.05	\$ 13,041.00
13	120-6	Embankment (Use Onsite Material)	CY	12,420	\$ 0.55	\$ 6,831.00
14	999-6	Ditch Demucking and Unsuitable Material Excavation	CY	4,972	\$ 2.05	\$ 10,192.60
16	425-1-581	DT Bot Type H Inlet (4-Grate) < 10'	EA	1	\$ 8,589.74	\$ 8,589.74
16A	n/a	CS-16 Modified Inlet	EA	1	\$ 2,554.26	\$ 2,554.26
20	999-10	AC-31 Flatback Gate-36" Rectangular (Per Detail)	EA	3	\$ 7,691.44	\$ 23,074.32
21	430-175-36	Pipe Culvert 36" CAP	LF	210	\$ 112.36	\$ 23,595.60
22	430-175-48	Pipe Culvert 48" CAP	LF	8	\$ 171.84	\$ 1,374.72
23	430-175-60	Pipe Culvert 60" CAP	LF	155	\$ 278.63	\$ 43,187.65
26	530-30	Riprap (Bank & Shore)	TN	313	\$ 51.33	\$ 16,066.29
33	1080-29-136	Mechanical Joint Restraint	EA	2	\$ 4,405.72	\$ 8,811.44
34	430-175-36	36" C-900 PVC	LF	23	\$ 737.33	\$ 16,958.59
34	430-175-36	36" DIP	LF	-12	\$ 920.62	\$ (11,047.44)
36	999-15	Seed/Mulch	SY	-35,362	\$ 0.37	\$ (13,083.94)
39	999-16	Indigo Snake Refugia Rock	CY	33	\$ 56.81	\$ 1,874.73
40	n/a	Pipe Supports	EA	4	\$22,182.00	\$ 88,728.00
					<b>Original Contract</b>	<b>\$ 2,520,843.72</b>
					<b>Change Order Amount</b>	<b>\$ 258,098.42</b>
					<b>New Contract Total</b>	<b>\$ 2,778,942.14</b>

- The project experienced delays and requires an additional 278 calendar days for completion.
- SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 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.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Loren Jock Trucking, Inc.
<b>Authorized Signature:</b>	

<b>Printed Name and Title of Person Signing:</b>	Bill Gore Executive Vice President
<b>Date:</b>	06/01/2023
<b>Company Address:</b>	4140 SE Robert Loop Rd. Stuart, FL 34997

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