



### CONTRACT AMENDMENT

This Amendment #2 ("Amendment #2") to the Construction Services for Whitmore Baffle Box under Contract #20240173 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #2 is fully executed.

<b>Contractor's Full Legal Name:</b>	Timothy Rose Contracting, Inc.
<b>Solicitation No./Event ID:</b>	20240173
<b>Solicitation Title/Event Name:</b>	Construction Services for Whitmore Baffle Box
<b>Contract Award Date:</b>	December 9, 2024
<b>Initial Contract Term:</b>	December 9, 2024 through June 17, 2025
<b>Current Contract Expiration Date:</b>	November 20, 2025
<b>Requested Contract Expiration Date:</b>	N/A
<b>Initial Contract Amount:</b>	\$714,409.65
<b>Current Contract Amended Amount:</b>	\$714,409.65
<b>Requested Financial Change</b>	\$188,158.56
<b>New Contract Amount Total:</b>	\$902,568.21
<b>Amendment No.:</b>	2
<b>Amendment Type:</b>	Additional Scope

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:

- 1. Additional Scope:** Additional scope that increases pipe & earthwork and make additional adjustments as outlined below.

Pay Item	Pay Item	Unit	Unit Price	Quantity Change	Cost
1	Mobilization	LS	\$86,861.00	0.12	\$10,423.32
4	Construction Layout/Record Drawings	LS	\$10,295.00	0.12	\$1,235.40
6	Excavation & Embankment	CY	\$45.90	964	\$44,247.60
7	Rubble Rip Rap (Includes filter fabric/bedding stone)	TN	\$180.80	10	\$1,808.00
8	Floating Turbidity Barrier	LF	\$18.80	100	\$1,880.00
10	Performance Turf (Sod) (Bahia)	SY	\$12.80	625	\$8,000.00
11	Dewatering	LS	\$22,168.00	0.58	\$12,857.44
15	38" x 60" ERCP	LF	\$381.40	92	\$35,088.80
16	Reinforced Concrete Pad (8")	SY	\$283.10	40	\$11,324.00
17	Concrete End Wall	EA	\$8,456.00	-1	(\$8,456.00)
New	MES 38" x 60"	EA	\$9,750.00	1	\$9,750.00
New	Temporary Sheet Pile	LS	\$60,000.00	1	\$60,000.00
	Total =				\$188,158.56


- 4. SUCCESSORS AND ASSIGNS.** This Amendment #2 shall be binding upon and insure to the benefit of the successors and permitted assigns of the parties hereto.
- 5. BOND RIDER.** If a Performance and Payment Bond was required under the Contract, then Contractor shall also furnish an acceptable recorded bond rider covering the cost difference added to the Contract price under this Amendment. The requirements for such a bond rider shall be subject to the same terms and conditions as the original Performance and Payment Bond under the Contract.
- 6. ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #2, 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 #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.

*Balance of page left intentionally blank*

IN WITNESS WHEREOF, the parties have caused this Amendment #2 to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name:</b> (PLEASE TYPE OR PRINT)	Timothy Rose Contracting, Inc.
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Staci Best, Controller
<b>Date:</b>	6/16/25
<b>Company Address:</b>	1880 82 <sup>nd</sup> Ave. Suite 205 Vero Beach, Florida 32966

**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