

CONTRACT AMENDMENT

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.

| Contractor's Full Legal Name: | Halley Engineering Contractors, Inc. | |
|---------------------------------------|--------------------------------------|--|
| Solicitation No./Event ID: | 20200113 | |
| Solicitation Title/Event Name: | 9. West | |
| Contract Award Date: | 1/25/2021 | |
| Initial Current Contract Term: | 360 calendar days | |
| Current Contract Expiration Date: | 2/24/2022 | |
| Requested Contract Expiration Date: | N/A | |
| Initial Contract Amount: | \$1,899,550.35 | |
| Current Contract Amended Amount: | N/A | |
| Requested Financial Change Amount: | \$249,538.07 | |
| New Contract Amount: | \$2,149,088.42 | |
| Amendment No.: | 1 | |
| Amendment Type: | 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. The Scope of Work is as follows:
 - a) Add quantities to existing pay items for riprap and 36" HDPE pipe.
 - b) Add lump sum pay item for abandonment of two (2) existing monitoring wells that were discovered after construction started.
 - c) Add lump sum pay item for grouting and abandonment of existing ERCP pipe. This was agreed-to by the City to save existing trees in the neighborhood.
 - d) Add T&M and unit price pay items to compensate the Contractor for separating and disposal of debris encountered during excavation of the West and East STAs.
 - e) Add pay item for replacement of existing PSLUSD irrigation well house driveway.

The additional cost is as follows:

| Description | | Unit | Unit Cost | Total |
|---|-------|------|------------------|--------------|
| Existing Items | | | | |
| East STA, Item No. 14, Riprap, Bank and Shore | 80 | TN | \$140.00 | \$11,200.00 |
| West STA, Item 17, Pipe Culvert 36" HDPE | | LF | \$97.00 | \$2,522.00 |
| West STA, Item 19, Riprap (Bank & Shore) | | TN | \$140.00 | \$7,000.00 |
| New Items | | | | |
| Abandon Two (2) Existing Monitoring Wells | 1 | LS | \$1,248.50 | \$1,248.50 |
| Abandon and Grout Existing ERCP | | LS | \$3,511.20 | \$3,511.20 |
| Separate and Dispose of Existing Debris Within Excavation Areas Under T&M | 1 | T&M | \$29,500.00 | \$29,500.00 |
| Screen Excavated Material and Load Out | 7000 | CY | \$11.00 | \$77,000.00 |
| Load Out, Haul and Dispose of Non- Regulated Contaminated Material to Landfill | 1,300 | TN | \$71.50 | \$92,950.00 |
| Load Out, Haul and Dispose Concrete with Rebar | 300 | TN | \$27.89 | \$8,367.00 |
| Concrete Driveway Replacement at Irrigation Well House, 5,000 psi concrete with fiber | 203 | SY | \$80.00 | \$16,240.00 |
| Total | | | | \$249,538.07 |

- 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.

CONTRACTOR

| Contractor's Full Legal Name: (PLEASE TYPE OR PRINT) | | | |
|---|--------------------------------------|--|--|
| Authorized Signature: | 2 | | |
| Printed Name and Title of Person Signing: | DANIEL HALLEY, PRESIDENT | | |
| Date: | 06/23/2021 | | |
| Company Address: | 13901 NW 118 th AVE, MIAMI, FL 33178 | | |

THE CITY OF PORT ST. LUCIE

| Authorized Signature: | |
|--|---|
| Printed Name and Title of Person Signing: | |
| Date: | |
| City Address: | 121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984 |