



### 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.

<b>Contractor's Full Legal Name:</b>	Zahlene Enterprises, Inc.
<b>Solicitation No./Event ID:</b>	20200077
<b>Solicitation Title/Event Name:</b>	Construction of Port St. Lucie Blvd. North Roadway Project
<b>Contract Award Date:</b>	8/23/2021
<b>Initial Current Contract Term:</b>	9/27/2021 – 3/21/2023 with no option to renew
<b>Current Contract Expiration Date:</b>	6/23/2023
<b>Requested Contract Expiration Date:</b>	6/23/2023
<b>Initial Contract Amount:</b>	\$8,006,338.18
<b>Current Contract Amended Amount:</b>	\$8,033,032.73
<b>Requested Financial Change Amount:</b>	\$19,141.72
<b>New Contract Amount:</b>	\$8,052,174.45
<b>Amendment No.:</b>	5
<b>Amendment Type:</b>	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. **Plan Revisions.** This Amendment will allow for the construction of alternative slope protection and address locations as noted.

A. Prime Contractor Zahlene Enterprises Inc. requested a change in material and method from the Articulated Concrete Block Revetment System, called for in the plans, to Riprap – Ditch Lining plus the required Bedding Stone Identified in Specification Section 530. Zahlene Enterprises Inc. has provided concurrence that states that this requested change will be at zero (\$0.00) increase in unit cost to the Florida Department of Transportation or the City of Port St. Lucie to make this change. Using the original pay item unit cost of \$110.00 per square yard that was bid for the original Articulated Concrete Block Revetment System (Pay Item 0530 4 6) and converting it to an equivalent unit price equates to 20.8 tons of Bedding Stone (\$86.12) at a total cost of \$1791.30 and 28.8 tons of Rip Rap – Ditch Lining (\$90.58) at a total cost of \$2,608.70. Combined total cost equals \$4,400.00.

Additionally, upon field review of the original proposed location(s) of articulated block, it became apparent that the original plan quantity of 40 SY was inadequate to address the amount needed for both newly constructed outfalls. An additional quantity of 134 SY was going to be necessary. Converting this to Riprap, this work will be paid for at the unit cost of \$86.12 per ton of Bedding Stone and \$90.58 per ton of Rip Rap – Ditch Lining. The additional Bedding Stone tonnage is calculated to be 69.7 tons and the additional Rip Rap – Ditch Lining is calculated to be 96.48 tons. This equates to an additional cost of \$6,002.56 for Bedding Stone and \$8739.16 for Rip Rap – Ditch Lining. The original 40 SY of pay item 0530 4 6 – Articulated Concrete Block Revetment System, will be 100% underrun at \$0.00. The total cost of incorporating the two new pay items and total tonnage quantities are as follows.

- Pay Item 0530 74 (Bedding Stone) – 20.8 tons for original plan area plus 69.7 tons for the additional area for a total tonnage of 90.5 at a unit price of \$86.12 for a total cost of \$7,793.86.
- Pay Item 0530 3 4 (Riprap, Rubble, F&I, Ditch Lining) – 28.8 tons for original plan area plus 96.48 tons for the additional area for a total tonnage of 125.28 tons at a unit price of \$90.58 per ton for a total cost of \$11,347.86.
- Total combined cost of both pay items = \$19,141.72

B. Days Added. Three (3) non-compensable days are added to the contract for the required work to place bedding stone and rip rap ditch lining in additional areas beyond the original scope of work.


2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **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>	Zahlene Enterprises Inc.
<b>Authorized Signature:</b>	Jordan M Zahlene <small>Digitally signed by Jordan M Zahlene Date: 2023.04.26 12:44:23 -04'00'</small>
<b>Printed Name and Title of Person Signing:</b>	Jordan M. Zahlene, V.P.
<b>Date:</b>	04/26/2023
<b>Company Address:</b>	11300 NW 97th Ave. Medley, FL 33178

**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>	5/10/2023
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984