



**CONTRACT
AMENDMENT #4**

This Amendment #4 (“Amendment #4”) to the Maintenance & Repair for Water & Wastewater Treatment Facilities under Contract #20170160 (“the Contract”), by and between the City and AM Construction Group, Inc. (“Contractor”), shall be effective as of the date this Amendment #4 is fully executed.

Contractor’s Full Legal Name:	AM Construction Group, Inc.
Solicitation No./Event ID:	202170160
Solicitation Title/Event Name:	Maintenance & Repair for Water & Wastewater Treatment Facilities
Contract Award Date:	2/26/2018
Initial Contract Term:	2/27/2018 through 2/26/2023
Current Contract Expiration Date:	2/26/2028
Requested Contract Expiration Date:	2/26/2028
Initial Contract Amount:	Unit Price
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	10% Price Increase
New Contract Amount:	Unit Price
Amendment No.:	4
Amendment Type:	Increase of Commodities

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:

The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made a part of that Contract.

This Amendment #4 is for the items outlined below.

1. INCREASE OF COMMODITIES. Approving the labor rate adjustment will ensure the Utility Systems Department (USD) continues to have reliable access to a qualified Contractor capable of responding quickly to emergency and operational needs. The increase will also ensure Contractor retains and deploys specialized personnel trained in complex water & wastewater environments, supporting the timely completion of critical rehabilitation projects. By maintaining continuity of services, the USD can avoid project delays, higher long-term costs, and potential risks to system reliability, service delivery, and regulatory compliance.

2026 – 2028 RATE SCHEDULE:

	Labor	Current Rate	New Rate
1	Project Superintendent	\$82.89	\$91.18
2	Administrative work	\$0.00	\$35.00
3	Project Manager	\$85.01	\$93.51
4	Foreman	\$69.07	\$75.98
5	General Labor (1 Man Crew)	\$40.38	\$44.42
6	General Labor (2 Man Crew)	\$80.76	\$88.84
7	General Labor (3 Man Crew)	\$121.14	\$133.25
8	Electrician	\$74.38	\$81.82
9	Mason	\$55.25	\$60.78
10	Plumber	\$74.38	\$81.82
11	Welder	\$90.32	\$99.35
12	Mechanic	\$90.32	\$99.35
13	Mobilization/Demobilization	\$3,719.10	\$4091.01
14	Emergency Mobilization/Demobilization	\$5,313.00	\$5844.30
	OVERTIME HOURLY RATES		
15	Project Superintendent	\$82.89	\$124.34
16	Project Manager	\$85.01	\$127.52

17	Foreman	\$69.07	\$103.61
18	General Labor (1 Man Crew)	\$40.38	\$60.57
19	General Labor (2 Man Crew)	\$80.76	\$121.14
20	General Labor (3 Man Crew)	\$121.14	\$181.71
21	SUBCONTRACTOR MAKEUP FOR OVERTIME RATES		10.00%
Equipment Description			
22	Excavator	\$138.14	\$151.95
23	Excavator mid-sized	\$0.00	\$160.00
24	Rubber Tire Backhoe	\$116.89	\$128.58
25	Wheel Loader	\$127.51	\$140.26
26	Skid Steer w/ attachments	\$100.95	\$111.05
27	Smooth Drum Roller	\$100.95	\$111.05
28	Boom Truck 5-10 ton	\$116.89	\$128.58
29	Boom Truck 25-28 ton	\$136.50	\$150.15
30	Boom Truck 38 Ton	\$150.00	\$165.00
31	Service Truck w/ welder	\$100.95	\$111.05
Miscellaneous Equipment			
32	Concrete Asphalt Saw 6' Depth Capable	\$47.82	\$52.60
33	Scaffolding	\$0.00	\$25.00
34	Pipe Saw	\$47.82	\$52.60
35	Jumping Jack Tamper	\$58.44	\$64.28
36	Plate Tamper	\$53.13	\$58.44
37	Air Compressor w/ Chipping Hammer	\$138.14	\$151.95
38	Generator 500 watt minimum	\$47.82	\$52.60
39	3" trash pump w/ suction & discharge hose	\$69.07	\$75.98
40	3" mud hog pump w/ suction & discharge hoses	\$69.07	\$75.98
41	Trencher	\$60.00	\$66.00

42	Scissor Lift	\$65.00	\$71.50
43	Pressure Washer	\$35.00	\$38.50
44	Dump Bucket	\$0.00	\$35.00
45	Materials	15% Markup	
46	Rental Equipment	15% Markup	
47	Subcontractors	15% Markup	

2. **PAYMENT AND PERFORMANCE BONDS.** 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.

3. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:

- a. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
- b. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
- c. The City shall terminate the Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
- d. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- e. The City shall terminate the Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates the Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
- f. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida

Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision in Section XXII of the Contract.

- 4. DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.** Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 5. COOPERATION WITH INSPECTOR GENERAL.** Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.
- 6. SUCCESSORS AND ASSIGNS.** This Amendment #4 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 7. ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #4, 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 of the parties. This Amendment #4 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.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have caused this Amendment #4 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	AM CONSTRUCTION GROUP INC.
Authorized Signature:	<i>Abel Mendez</i>
Printed Name and Title of Person Signing:	Abel Mendez President
Date:	5-13-26
Company Address:	12689 164th Ct N. Jupiter FL 33478

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