



CONTRACT AMENDMENT

This Amendment #1 ("Amendment") to Contract #20230050 – Bio-Solids (Dewatered Sludge) Hauling Services ("the Contract"), by and between the City of Port St Lucie ("City") and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	Merrell Bros., Inc.
Solicitation No./Event ID:	20230050
Solicitation Title/Event Name:	Bio-Solids (Dewatered Sludge) Hauling Services
Contract Award Date:	December 11, 2023
Initial Contract Term:	January 1, 2024, THROUGH December 31, 2025
Current Contract Expiration Date:	December 31, 2025
Requested Contract Expiration Date:	June 31, 2026
Initial Contract Amount:	\$66.14 per wet ton
Current Contract Amended Amount:	\$66.14 per wet ton
Requested Financial Change Amount:	\$82.12 per wet ton
New Contract Amount:	\$148.26 per wet ton
Amendment No.:	1
Amendment Type:	Terms Revision

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 Contract are hereby incorporated and made a part of that Contract.

- 1. CONTINUITY OF SERVICES.** This Amendment allows services to continue while the City issues a new competitive solicitation. The City is rebidding these services now, and uninterrupted operations are required during that process. For this limited continuity period, services will be provided at the interim rate of **\$148.26 per wet ton**. This rate applies only during this period and does not create any future pricing rights or expectations.
- 2. 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.
- 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, 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 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.

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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)	MERRELL BROS, INC.
Authorized Signature:	BLAKE MERRELL
Printed Name and Title of Person Signing:	BLAKE MERRELL, COO
Date:	November 14, 2025
Company Address:	8811 W 500 N KOKOMO, IN 46901

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