

CHANGE ORDER NO. 2

THIS CHANGE ORDER ("Change Order") is made on the ____ day of _____, 20__, between the **Town of Loxahatchee Groves**, a Florida municipal ("Town") and Johnson Davis, Inc., a Florida corporation ("Contractor").

1.0 **Agreement:**

This Change Order is issued pursuant to the Agreement between the Town and the Contractor, dated November 1, 2022 authorized by the Town Council on November 1, 2022, Resolution No. 2022-75 ("Agreement"). And Work Order No. N/A authorized by Town Council on April 2, 2024, Resolution No. 2024-14 ("Work Order").

2.0 **Project Description:**

The project is generally described in the Agreement or Work Order as: Replacement and relocation of 12th PI N and F Rd Culvert (the "Project").

3.0 **Scope**

Under this Change Order, the Contractor will provide goods and services for the Project as detailed in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**. If Contractor's proposal contemplates direct purchase of goods by the Town, the proposal includes a Purchase Order Request. A description of the change to the Scope of Work is as follows: Contractor to remove road section from F Rd, remove the existing 18" culvert and replacing with a realigned 24" culvert provided by the Town.

4.0 **Schedule**

This Change Order shall be effective when executed by both parties. This Change Order shall impact the Project time as follows:

No Change ___ Extended ___ Decreased by ___ work days

5.0 **Compensation**

Price of Project: \$ 136,640.00,

Current Price of Agreement or Work Order (including previous Change Orders):
\$200,240.00

Price of this Change Order: \$ 25,020.00

New total Contract or Work Order Price: \$ 225,260.00

Basis of Price Change: Unit Price ___ Time & Material ___ Lump Sum

6.0 **Release and Warranty**

The Contractor and the Town agree that this Change Order represents the complete agreement of the parties with respect to these matters as of the date of this Change Order. By approving this Change Order, the Contractor releases any and all claims that it may have against the Town under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this Change Order except those claims made in writing to the Town prior to the effective date of this Change Order. The Contractor also hereby extends the warranties expressed in the Agreement and/or Work Order to the work authorized under this Change Order.

7.0 Town Authorization

This Change Order is not effective until approved by either the Town Manager or Town Council.

9.0 Compliance

Contractor attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Change Order as of the day and year set forth above.

CONTRACTOR:

By: _____

[Corporate Seal]

Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20__, by _____, as _____ of _____, [] who is personally known to me or [] who produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ (Contractor) to the same.

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of Notary public)

TOWN OF LOXAHATCHEE GROVES

ATTEST:

By: _____

Town Clerk

Name: _____

Approved as to form and legal sufficiency:

Title: _____

Office of the Town Attorney