

**FIRST AMENDMENT TO CONTRACT NO. 2021-47 MYAKKAHATCHEE CREEK WTP STRUCTURAL  
REHABILITATION PROJECT – PHASE II  
FOR REMOVAL AND REPLACEMENT OF A NEW HANDRAIL SYSTEM**

This *First Amendment* to Contract No. 2021-47 Myakkahatchee Creek WTP Structural Rehabilitation Project – Phase II to include removal of the existing handrail system on the Pump Room roof and replace it with a new handrail system mounted to the wall (“First Amendment”), is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida (“City”) and Innovative Masonry Restoration, LLC, a Foreign Limited liability Company, registered to conduct business in the State of Florida and whose address is 16264 Lakeside Ave SE, Prior Lake, MN 55372 (“Contractor”).

**RECITALS**

**WHEREAS**, on or around October 12, 2021, the parties entered into Contract No. 2021-47 Myakkahatchee Creek WTP Structural Rehabilitation Project – Phase II, for a structural rehabilitation system of a water and/or wastewater treatment plant (the “Original Contract”); and

**WHEREAS**, a new section of the rail system is being installed on the wall of the Pump Room as part of the project; and

**WHEREAS**, to prevent potential leaks the engineer of record recommends replacement of the existing roof rail system with a complete wall mounted system; and

**WHEREAS**, additional time, labor, and materials are required to remove the existing roof mounted rail system and replace it with a new wall mounted rail system; and

**WHEREAS**, the additional work and other change orders will increase the project time by three days, and the additional work will increase compensation to the Contractor by \$37,125.00; and

**WHEREAS**, the parties mutually desire to amend the Original Contract to include removal of the existing roof mounted rail system in the Pump Room and replace it with a new wall mounted rail system, and to increase the contract time and price; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree that the Original Contract is amended as follows, with all other terms in the Original Contract remaining unchanged and in full force and effect:

**1. EFFECT OF AMENDMENT/EFFECTIVE DATE**

- A. The parties ratify the terms and conditions of the Original Contract not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Contract as identified herein. Where a section of the Original Contract is not identified, the terms as they appear in the Original Contract remain and apply.

- B. All references to this “Contract” in the Original Contract and this First Amendment mean and include both the Original Contract and this First Amendment.
- C. This First Amendment is effective as of the date the last party signs it as identified below (the “Effective Date”) and shall continue as otherwise provided in the Original Contract.

**2. ORIGINAL CONTRACT SECTION 2 – CONTRACT PRICE**

Section 2 of the Original Contract is amended in its entirety as follows:

- A. In consideration of the foregoing services, work, labor, and materials to be furnished by the Contractor as per said plans, specifications, and addendums, the City agrees to pay, and the Contractor agrees to receive payments in accordance with the prices set forth in the RFB as amended from time to time to account for actual field conditions.
- B. The Contract price is **One Million Two Hundred Thirty-One Thousand Four Hundred Thirty-Two Dollars and No Cents (\$1,231,432.00)**.

**3. ORIGINAL CONTRACT SECTION 4 – CONTRACT TIME**

Section 4 of the Original Contract is amended in its entirety as follows:

- A. This Contract shall be effective on the date the last party signs it (the “Effective Date”) and shall terminate upon the completion of the work or as otherwise detailed herein.
- B. Following the Effective Date of this Contract, the Contractor specifically agrees that it will commence operations within a mutually agreed upon time following notification by the City to commence work (“notice to proceed”), and that all work performed under the provisions of this Contract must be completed in not more than **three hundred sixty-eight (368) calendar days** from the notice to proceed; subject only to delays caused through no fault of the Contractor or acts of God. The work must be substantially completed within **three hundred thirty-eight (338) calendar days** from the notice to proceed, with final completion within **thirty (30) calendar days** after attaining Substantial Completion or following the issuance of the Final Punch List, whichever is later. Time is of the essence in the performance of this Contract.

*[This space intentionally left blank; signature pages to follow]*

IN WITNESS WHEREOF, the parties have executed this First Amendment as follows.

CONTRACTOR  
INNOVATIVE MASONRY RESTORATION LLC

By: Chad Dieken  
SIGNATURE

Chad Dieken, Project Manager  
PRINT NAME AND TITLE

Date: June 7, 2022

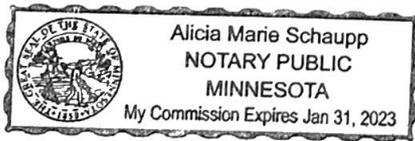
**ACKNOWLEDGEMENT**

STATE OF MN  
COUNTY OF Sakota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7 day of June 2022, by Chad Dieken (name), as Project manager (title) for Innovative Masonry Restoration LLC.

Alicia Schaupp  
Notary Public

Personally Known OR  Produced Identification  
Type of Identification Produced ID



Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2022.

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER TAYLOR, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
AMBER L. SLAYTON  
CITY ATTORNEY