

**FIRST AMENDMENT TO CONTRACT 2023-19 JEFFERY LAKE SEA WALL & SIDEWALK
RECONSTRUCTION FOR ADDITIONAL FUNDING DUE TO UNFORESEEN SITE CONDITIONS**

This *First Amendment* to Contract 2023-19 Jeffery Lake Sea Wall & Sidewalk Reconstruction for additional funding due to unforeseen site conditions (“First Amendment”), is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida and whose address is 4970 City Hall Boulevard, North Port, Florida 34286 (“City”) and Thomas Marine Construction, Inc., which is registered to conduct business in the State of Florida and whose address is 8999 High Cotton Lane, Fort Myers, Florida 33905 (“Contractor”).

RECITALS

WHEREAS, on or around May 23, 2023, the parties entered into Contract 2023-19 Jeffery Lake Sea Wall & Sidewalk Reconstruction (the “Original Agreement”); and

WHEREAS, the parties mutually desire to amend the Original Agreement to add additional funds and time due to unforeseen site conditions.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement 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 Agreement 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 Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to this “Agreement” in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.
- C. This First Amendment is effective as of the date the last party approves or executes it, as applicable (the “Effective Date”), and shall continue as otherwise provided in the Original Agreement.

2. ORIGINAL AGREEMENT SECTION 1.B.(2) – CONTRACT TIME

Section 1.B.(2) of the Original Agreement is amended in its entirety to read as follows:

- (2) Contract Time. All work performed under the provisions of this Contract must be completed no later than **ONE HUNDRED FIFTY (150)** calendar days from the notice to proceed, subject

only to delays caused through force majeure. City holidays will be counted as calendar days. The work must be substantially completed no later than **ONE HUNDRED TWENTY (120)** calendar days from the notice to proceed, with final completion within **THIRTY (30)** calendar days after attaining substantial completion or after delivery to the Contractor of the punch list of items for final completion, whichever is later ("Contract Time"). The Contract Time includes the preparation, submittal, review, and approval of submittals, delivery of materials, and construction, assembly, adjustment, and placement into service for beneficial use of all facilities covered under this Contract.

3. ORIGINAL AGREEMENT SECTION 2. – CONTRACT PRICE

Section 2 of the Original Agreement is amended in its entirety to read as follows:

2. CONTRACT PRICE.

The Contract Price is **EIGHT HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS AND FIVE CENTS (\$824,179.05)** ("Contract Price").

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

(This space intentionally left blank; signature pages follow)

THOMAS MARINE CONSTRUCTION, INC

By: Kevin C. Shimp, President

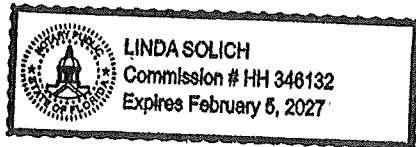
ACKNOWLEDGEMENT

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of April 2024, by Kevin C. Shimp, PE (name), as President (title) for Thomas Marine Construction, INC (entity).

Linda Solich
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____




Approved by the City Commission of the City of North Port, Florida on _____, 2024.

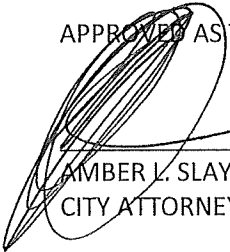
CITY OF NORTH PORT, FLORIDA


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

ATTEST

for 
HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS


AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY