

**FOURTH AMENDMENT CONTRACT NO. 2022-26 WATER PIPELINE BRIDGE REPLACEMENTS –
HABERLAND/WOODHAVEN/N. TOLEDO BLADE FOR CHANGE IN SCOPE AND TIME EXTENSION**

This *Fourth Amendment to Contract No. 2022-26 Water Pipeline Bridge Replacements – Haberland/Woodhaven/N. Toledo Blade* for change in scope and time extension (“Fourth 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 Spectrum Underground, Inc., which is registered to conduct business in the State of Florida and whose address is 5802 Bee Ridge Road, Suite 101, Sarasota, FL 34233 (“Contractor”).

RECITALS

WHEREAS, on or around July 12, 2022, the parties entered into *Contract No. 2022-26 Water Pipeline Bridge Replacements – Haberland/Woodhaven/N. Toledo Blade* for construction of water pipeline replacements for bridges at Haberland, Woodhaven and North Toledo Blade (the “Original Contract”); and

WHEREAS, on or around October 31, 2022, the parties entered into the *First Amendment to Contract No. 2022-26 Water Pipeline Bridge Replacements – Haberland/Woodhaven/N. Toledo Blade* for a change in scope to add the Ortiz Bridge water pipeline replacement, a time extension of 90 days, and a price increase of \$135,066.50; and

WHEREAS, on or around November 30, 2022, the parties entered into *Change Order No.1* for an unforeseen tie-in to the watermain not shown on the plans and to decrease the available contingency \$31,745.00; and

WHEREAS, on or around February 28, 2023, the parties entered into the *Second Amendment to Contract No. 2022-26 Water Pipeline Bridge Replacements – Haberland/Woodhaven/N. Toledo Blade* for a change in scope to add MacCaughy Waterway Bridge wastewater pipeline replacement at Price Boulevard, a time extension of 90 days, and a price increase of \$199,227.50; and

WHEREAS, on or around April 11, 2023, the parties entered into the *Third Amendment to Contract No. 2022-26 Water Pipeline Bridge Replacements – Haberland/Woodhaven/N. Toledo Blade* to extend bore lengths along the MacCaughy Waterway Bridge, to relocate the bore under the Ortiz Boulevard Watermain Bridge, a time extension of five days, and a price increase of \$81,222.50; and

WHEREAS, the parties mutually desire to amend the Original Contract, to relocate the bore under the MacCaughy Waterway for the force main replacement, a time extension of 30 days, and a price increase of \$33,335.00; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, 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 Contract not inconsistent with this Fourth Amendment, all of which are incorporated by reference as if set forth fully herein. This Fourth 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 Fourth Amendment mean and include both the Original Contract and this Fourth Amendment.
- C. This Fourth 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 1.B. – Time is of the Essence.

Section 1. B. of the Original Contract is amended in its entirety as follows:

- B. Time is of the Essence. 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 **four hundred ninety five (495) calendar days** from the notice to proceed; subject only to delays caused through no fault of the Contractor or acts of God; and the work must be substantially completed within **four hundred sixty-five days (465) 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"). Contract Time may be extended due to unforeseen circumstances or unknown site conditions that alter the scope of work only as agree to in writing by both parties and incorporated into the Contract as a change order or amendment. Time is of the essence in the performance of this Contract.

3. ORIGINAL CONTRACT SECTION 2 – CONTRACT PRICE.

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

The Contract price is **EIGHT HUNDRED TWENTY-ONE THOUSAND, TWO HUNDRED AND ONE DOLLARS AND THIRTY-FIVE CENTS (\$821,201.35).**

4. NEW ATTACHMENT 1 TO FOURTH AMENDMENT – REVISED PLAN FOR MACCAUGHEY BORE

Attachment No. 1 to Fourth Amendment – Revised plan for MacCaughey bore attached, is hereby added as a new attachment, and is incorporated as if set forth in the Original Contract.

(Remainder of page intentionally left blank. Signatures on next page.)

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

SPECTRUM UNDERGROUND, INC.

By: H.R. Sunquist Sr
Name: Harlan R. Sunquist SR
Title: Vice President

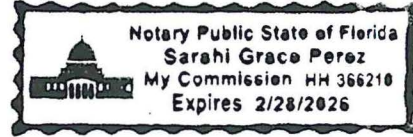
ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 3rd day of May 2023, by Harlan Sunquist SR (name), as VICE-PRESIDENT (title) for Spectrum Underground, INC (entity).

Sarahi Grace Perez
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



Approved by the City Commission of the City of North Port, Florida on _____, 2023.

CITY OF NORTH PORT, FLORIDA

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

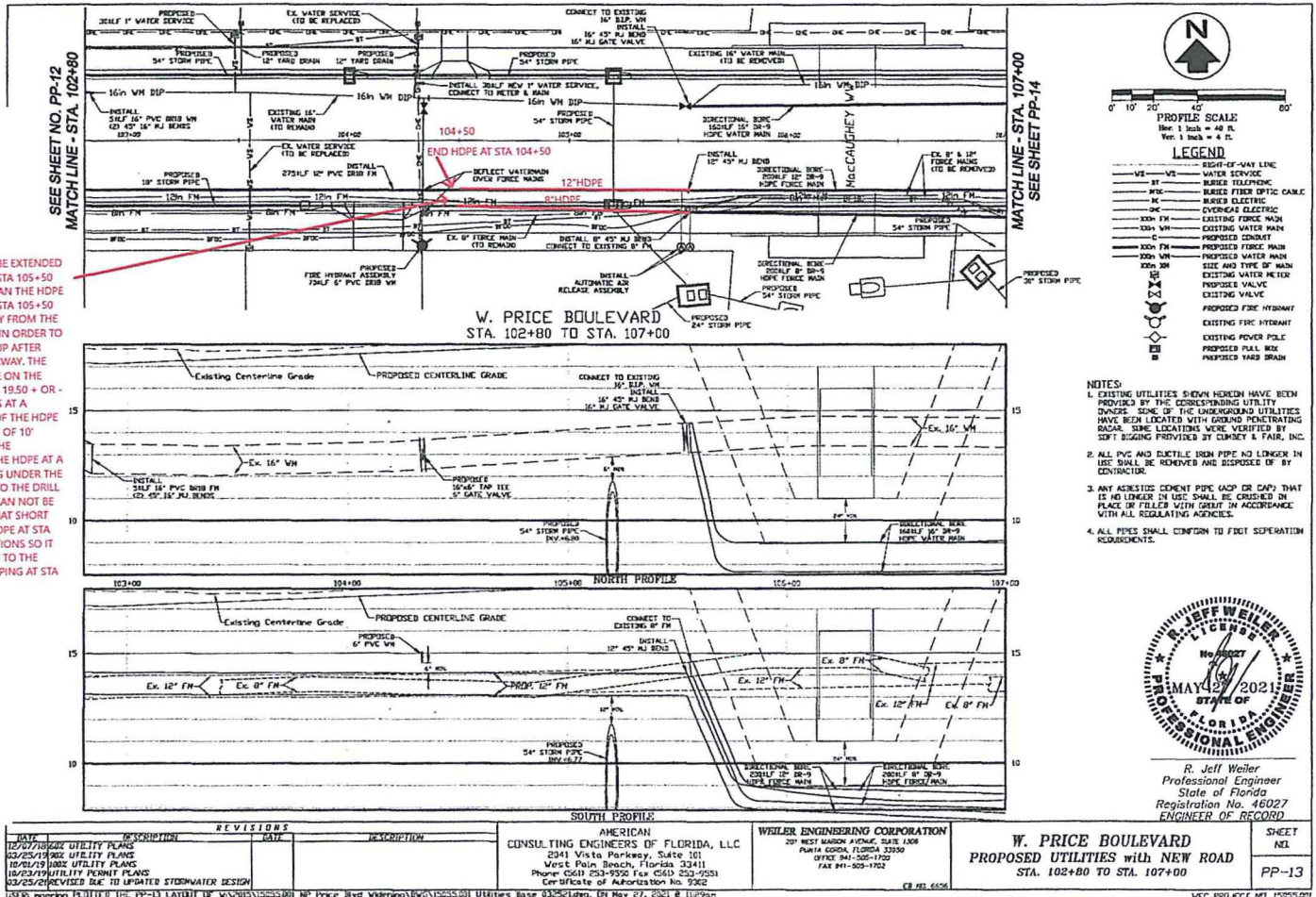
ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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

Attachment No. 1 to Fourth Amendment to Contract No. 2022-26



THE HDPE WILL HAVE TO BE EXTENDED 100' TO THE WEST, FROM STA 105+50 TO STA 104+50, AS PER PLAN THE HDPE IS SUPPOSED TO STOP AT STA 105+50 BUT THAT IS ONLY 45' AWAY FROM THE EDGE OF THE WATERWAY IN ORDER TO DEFLECT THE HDPE BACK UP AFTER GOING UNDER THE WATERWAY, THE EXISTING ASPHALT GRADE ON THE BRIDGE IS AT AN ELEVATION 10.50 + OR - AND THE TOP OF WATER IS AT A ELEVATION 0.00 THE TOP OF THE HDPE HAS TO BE AT A MINIMUM OF 10' BELOW THE BOTTOM OF THE WATERWAY WHICH HAS THE HDPE AT A DEPTH OF OVER 35' GOING UNDER THE WATERWAY, ACCORDING TO THE DRILL CONTRACTOR THE HDPE CAN NOT BE DEFLECTED BACK UP IN THAT SHORT DISTANCE TO STOP THE HDPE AT STA 105+50 AS PER SPECIFICATIONS SO IT HAS TO BE EXTENDED 100' TO THE WEST WHICH HAS IT STOPPING AT STA 104+50.

DATE	DESCRIPTION	DATE	DESCRIPTION
12/07/19	2022 UTILITY PLANS		
03/25/19	2022 UTILITY PLANS		
10/01/19	2022 UTILITY PLANS		
10/23/19	UTILITY PERMIT PLANS		
03/25/20	REVISED RAC TO UPDATED STORMWATER DESIGN		

AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC
 2341 Vista Parkway, Suite 101
 West Palm Beach, Florida 33411
 Phone: (561) 253-9352 Fax: (561) 253-9531
 Certificate of Incorporation No. 9262

WIELER ENGINEERING CORPORATION
 201 WEST HAZARD AVENUE, SUITE 1008
 PUNTA GORDA, FLORIDA 33550
 OFFICE: 941-305-1700
 FAX: 941-305-1702
 CE REG. 6624

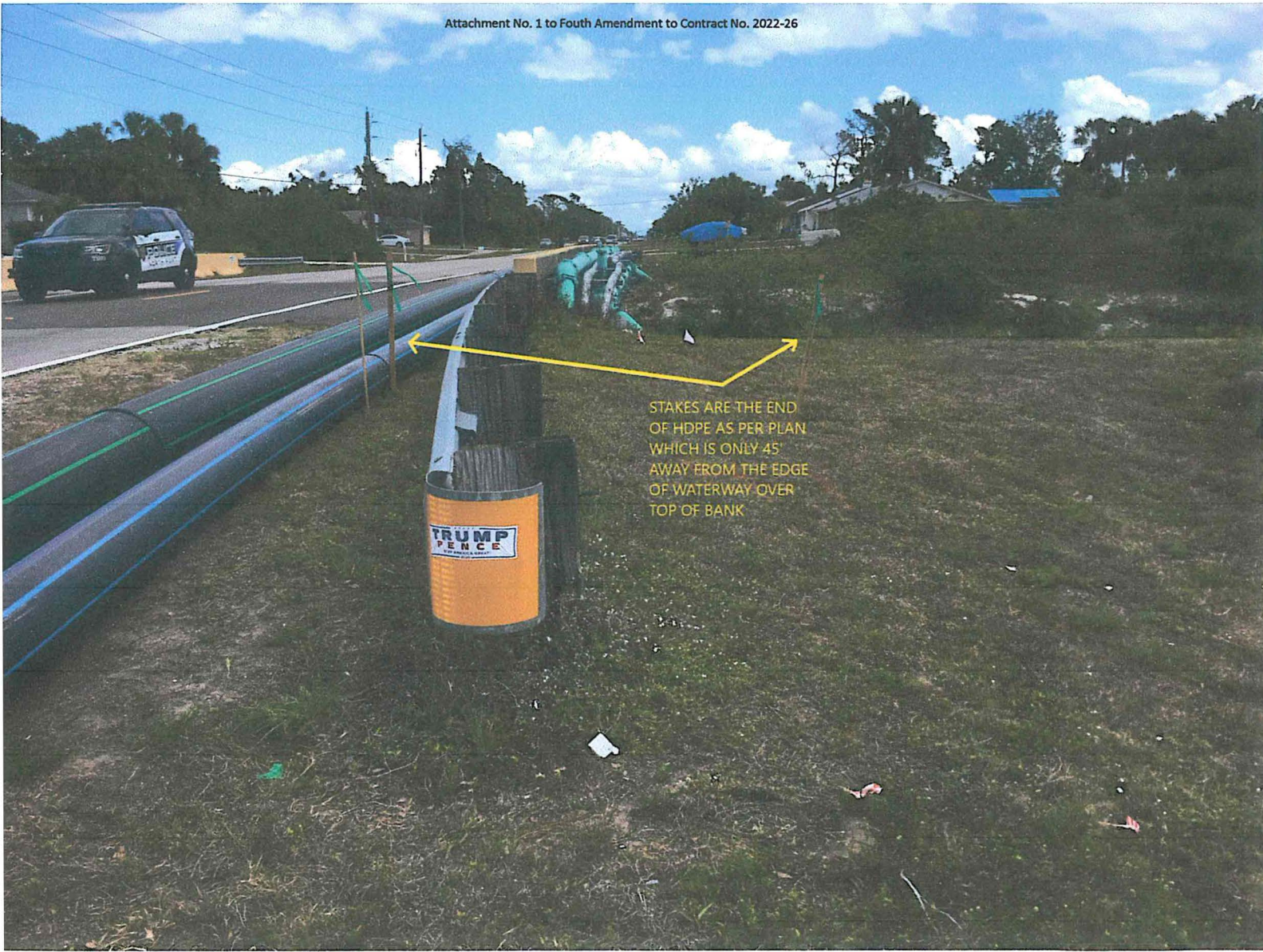
W. PRICE BOULEVARD
 PROPOSED UTILITIES WITH NEW ROAD
 STA. 102+80 TO STA. 107+00

R. Jeff Weiler
 Professional Engineer
 State of Florida
 Registration No. 46027
 ENGINEER OF RECORD

DATE: MAY 13, 2021
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER

SHEET NO. PP-13

USDA Register PLUTER 19-13 LATEST 1P W/2015152551001 N° Price Blvd Watering/16/01/152551001 Utilities Base 032521.dwg, 01 May 27, 2021 8:11:29am VEC PROJECT NO. 152551001



STAKES ARE THE END OF HDPE AS PER PLAN WHICH IS ONLY 45' AWAY FROM THE EDGE OF WATERWAY OVER TOP OF BANK