

**FIRST AMENDMENT TO CONTRACT NO. 2022-35 FOR THE CONSTRUCTION OF THE MARINA PARK
RESTROOMS**

This *First Amendment to Contract No. 2022-35 for the Construction of the Marina Park Restrooms* ("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 C & T Contracting Services, LLC, which is registered to conduct business in the State of Florida and whose address is 11023 Countryway Blvd., Tampa, FL 33626, ("Contractor").

RECITALS

WHEREAS, on or around November 8, 2022, the parties entered into Contract No. 2022-35 for the Construction of the Marina Park Restrooms (the "Original Agreement"); and

WHEREAS, the parties mutually desire to amend the Original Agreement for (1) a change in scope to add a Fire Suppression System; (2) a change in scope to adjust the building elevation for the flood plain; (3) a time extension of seven (7) days, and (4) a price increase of \$32,891.

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 signs it as identified below (the "Effective Date") and shall continue as otherwise provided in the Original Agreement, as amended.

2. ORIGINAL AGREEMENT SECTION 1. CONTRACT TIMING.

Section 1. B. (2), and C. (3) and (4) of the Original Agreement are amended in their entirety as follows:

B. Time is of the Essence.

- (2) Contract Time. All work performed under the provisions of this Contract must be completed no later than one hundred eighty-seven (187) calendar days from the notice to proceed, subject only to delays caused through force majeure. The work must be substantially completed no later than one hundred fifty (157) 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.

C. Process for Completion

(3) Punch List.

(a) Process and Costs for Punch List; Contractor's Response. The City will deliver to the Contractor no later than twenty (20) calendar days after delivering the notice of substantial completion, a punch list with costs consistent with RFB ("Punch List"), and any related questions. If the costs for any work on the punch list is not included in the RFB then the costs will be negotiated and determined by mutual agreement of the parties. The Punch List must include each remaining item required and the costs to render the construction services complete, satisfactory, and acceptable to the City and for the Contractor to meet its obligations under this Contract. The Contractor must deliver a response to all questions no later than five (5) calendar days after receipt. The City will deliver the completed Punch List no later than five (5) calendar days after receiving the Contractor's response.

(b) Timing. The City will develop the punch list within thirty (30) calendar days after delivering the notice of substantial completion.

(c) Notice of Noncompliance. The City must give the Contractor written notice of its failure to comply with the requirements for development of the Punch List as provided in this Contract.

(4) Final Completion. The Contractor must complete the items on the Punch List to the satisfaction of the City within the Contract Time and prior to submittal of the application for reduction of retainage or final payment.

2. ORIGINAL AGREEMENT SECTION 2. – CONTRACT PRICE

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

The contract price is **TWO HUNDRED TWENTY THOUSAND SIX HUNDRED SIXTY-ONE DOLLARS AND ZERO CENTS (\$220,661.00)** ("Contract Price").

3. ORIGINAL AGREEMENT SECTION 3. CONTRACT DOCUMENTS

Section 3. A. of the Original Agreement is amended in its entirety as follows:

A. Scope and Incorporation of Bid Documents. The work includes an ADA-compliant, prefabricated concrete restroom and related site improvements at Marina Park, and a fire suppression system addition as attached in Exhibit 1; and elevation changes as attached in

Exhibit 2, drawings. There is no existing restroom or formalized parking associated with this popular boat launch. Water, sewer, and power are available, connections to which will be the responsibility of the Contractor, as described in the Request for Bid No. 2022-35 ("RFB"), including plans, specifications, addenda, permits, diagrams, and other related documents, as well as the Contractor's response to the RFB (collectively, "Contract Documents"). The Contract Documents and changes orders are specifically made a part of this Contract and are incorporated by reference. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:

- (1) This Contract and all attachments and exhibits.
- (2) The RFB, including all attachments and addenda.
- (3) The Contractor's response to the solicitation.
- (4) Specific direction from the City Manager or designee.

4. ORIGINAL AGREEMENT SECTION 5. PAYMENT

Section 5. C., D and E. of the Original Agreement is amended in its entirety as follows:

- C. Timing of Payments; Retainage. The City will not make payments to the Contractor more frequently than monthly. Payment must be based on the total value of the work completed and accepted during the preceding month, less five percent (5%) retainage. Notwithstanding any other section of this Contract, within 20 business days after delivery of the completed Punch List, the City must pay to the Contractor the remaining Contract Price less 150 percent of the estimated cost to complete the items on the Punch List. The City must inform the Contractor's surety of any reduction in retainage. Retainage may be reduced upon issuance of the Certificate of substantial completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.
- D. Improper Payment Request. The City will determine any dispute between the Contractor and the City concerning a payment request pursuant to the City's dispute resolution procedure. The City will pay the undisputed remaining balance of the payment request within twenty (20) business days after receipt of the payment request.
- E. Payment Not Required. The City is not obligated:
 - (1) For the payment or release of any amounts that are the subject of a good faith dispute made in writing and delivered to the Contractor.
 - (2) For processing or paying retainage, if the City has notified the Contractor in writing of its failure regarding the development of the Punch List or any contractual responsibilities regarding the Punch List or a claim relating to the bond.

5. ORIGINAL AGREEMENT SECTION 8. TERMINATION

Section 8. K. of the Original Agreement is amended in its entirety as follows:

- K. Dispute Resolution Procedure. Any dispute must be finally determined by the City pursuant to the dispute resolution procedure as established by the City which will commence within 30 days after the receipt date of the payment request. The City must notify the Contractor of its intent to invoke the dispute resolution process. The City will issue its final decision in writing and conclude the proceeding within 45 days after the payment request.

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

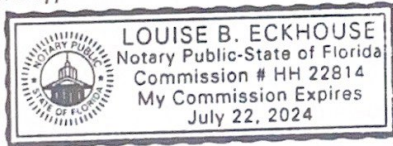
C & T CONTRACTING SERVICES, LLC

By: Hannah Lamon
 Name: Hannah Lamon
 Title: Project Engineer

SWORN ACKNOWLEDGEMENT

STATE OF Florida
 COUNTY OF Hillsborough

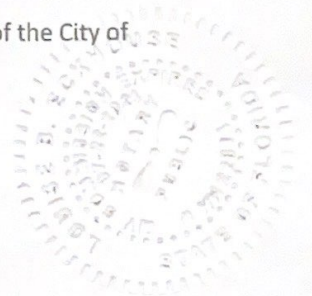
Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 11 day of September 2023, by Hannah Lamon (name), as Project Engineer (title) for C+T Contracting Services, LLC (entity).



Louise B. Eckhouse
 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.



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



CHANGE ORDER

PROPOSAL SUMMARY

Revision 02

| # | DESCRIPTION | NOTES |
|----|---|-----------------------|
| 1 | The following change order proposal summary is inclusive of all labor, materials, and equipment needed to furnish & | |
| 2 | install a minimal fire sprinkler system for the proposed precast concrete Marina Park Restroom building as requested by | |
| 3 | the City Project Manager via email correspondence on 3/22/2023. C&T believes the proposed fire sprinkler system will | |
| 4 | satisfy the requirements of the most recent NFPA 101 Life Safety Code, however, if additional work is required beyond the | |
| 5 | scope outlined below, additional costs may be applicable. | |
| 6 | C&T is proposing to provide a retrofitted fire sprinkler system that will be installed once the precast concrete restroom | |
| 7 | building has been set in place. A tee will be provided on the restroom's potable water stub-up located in the utility chase | |
| 8 | which will be used to connect the sprinkler supply piping to. (3) sprinkler heads will be provided to protect approximately | |
| 9 | 170 SF of restroom space and the sprinkler heads will act as the detector in each restroom. The fire sprinkler system | |
| 10 | includes (1) flow switch (not monitored), (1) indicating shut-off valve, and (1) 120V electric bell to be installed on the | |
| 11 | exterior of the restroom building. The project electrician, LM Electric Services, will be responsible for installing & wiring the | |
| 12 | 120V electric bell as well as wiring the bell to the (1) flow switch. | |
| 13 | C&T anticipates that completion of the scope of work described above will require an additional 7 calendar days or 5 | |
| 14 | working days to be added to the contract duration. For this reason, C&T has included four full days (32HRS) of onsite | |
| 15 | supervision. The extra fifth day will be used to remediate any potential problems with the proposed sprinkler system. C&T | |
| 16 | has also included (16) project engineering hours for the preparation of change orders, coordination with trades, and | |
| 17 | issuance of subcontracts/purchase orders to complete the described scope of work. We appreciate the opportunity to | |
| 18 | present this cost estimate and look forward to continuing our efforts with the City of North Port on this project. | |
| 19 | EXCLUSIONS & CLARIFICATIONS: | |
| 20 | 1.) Due to the restroom being composed of reinforced precast concrete, conduit, and sprinkler piping will be exposed | |
| 21 | within the restroom stalls. | |
| 22 | 2.) Verification that the sprinkler supply piping can provide a minimum flow of 0.15GPM/FT2 as required by Section 9.7.1.2 | |
| 23 | of the NFPA 101 Life Safety Code is excluded from this proposal. No information is available regarding the domestic water | |
| 24 | supply system for which the sprinkler supply piping will be fed. | |
| 25 | 3.) The potable water service line to the proposed restroom building will be used as the water supply for the sprinkler | |
| 26 | piping by teeing off the potable water stub-up in the restroom utility chase. North Port Utilities will be installing the potable | |
| 27 | water service line from the water main to the property right-of-way and C&T will install the remaining line to the proposed | |
| 28 | building location. It is unclear whether this line will need to be valved, tested, inspected, or certified by either a State | |
| 29 | Certified Fire Protection Contractor or State Certified Plumbing Contractor. If required, this is excluded from the change | |
| 30 | order proposal as C&T does not carry the applicable license(s). | |
| 31 | 4.) C&T does not anticipate that any additional permits, besides the building permit, will be required. If so, the cost of | |
| 32 | obtaining these permits is excluded from this proposal. | |
| 33 | 5.) Any additional work not outlined above or on the Cintas Fire Protection proposal is excluded from this proposal and will | |
| 34 | be charged accordingly. | |
| 35 | The duration for the additional work outlined in this proposal is 7 calendar days. | |
| 36 | The Contract Time Extension due to this <u>Change Order</u> is 7 calendar days. This work will be performed outside of | |
| 37 | the established Contract time and value. | |
| 38 | MATERIALS | TOTAL |
| 39 | From Page 2 | \$ - |
| 40 | Tax 7.00% | \$ - |
| 41 | Markup 15.0% | \$ - |
| 42 | | \$ - |
| 43 | LABOR | HRS |
| 44 | From Page 3 | 48 |
| 45 | | AVG \$ / HR |
| 46 | | \$ 63.33 |
| 47 | Markup 15.0% | \$ 456.00 |
| 48 | | \$ 3,496.00 |
| 49 | TOOLS & EQUIPMENT | TOTAL |
| 50 | From Page 4 | \$ 169.60 |
| 51 | Tax 7.00% | \$ 11.87 |
| 52 | Markup 15.0% | \$ 27.22 |
| 53 | | \$ 208.69 |
| 54 | SUBCONTRACTS | TOTAL |
| 55 | Cintas Fire Protection | \$ 6,210.00 |
| 56 | LM Electric Services | \$ 2,000.00 |
| 57 | | |
| 58 | Subtotal | \$ 8,210.00 |
| 59 | Markup 15.0% | \$ 1,231.50 |
| 60 | | \$ 9,441.50 |
| 61 | OTHER | QTY |
| 62 | Extended Overhead | Days * Cost Per Day |
| 63 | | \$ - |
| 64 | Additional Insurance | 2.50% M + L + T&E + S |
| 65 | | \$ 13,146.19 |
| 66 | Additional Bond | 0.00% M + L + T&E + S |
| 67 | | \$ 13,474.85 |
| 68 | | \$ 328.65 |
| 69 | Subtotal | \$ 328.65 |
| 70 | Markup 0.0% | \$ 328.65 |
| 71 | | \$ 328.65 |
| 72 | FINAL QUOTE TOTAL | TOTAL |
| 73 | | \$ 13,475.00 |
| 74 | | \$ 13,475.00 |



CHANGE ORDER

Revision 00

PROPOSAL SUMMARY

| # | DESCRIPTION | NOTES | | |
|----|---|---------------------|--------------------------|--------------------|
| 1 | The following change order proposal summary includes all materials, equipment, and labor needed to raise the restroom building FFE to 8.0 per the revised contract drawings & supplementary details dated 6/27/2023. | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | Due to the existing onsite elevation, estimated to be 6.7, the original design required that approximately 1-1/2" of subgrade be excavated to accommodate the building foundation. Due to the elevation raise, C&T no longer has to excavate the subgrade for the building foundation and instead will be adding approximately 4-1/2" of dirt to the footprint of the building foundation which will be overlain with 6" of crushed stone/gravel to support the building in accordance with the engineered drawings. For this reason, C&T has provided a credit for the labor hours budgeted to excavate the building foundation and has included labor hours to place & compact dirt needed to raise the subgrade elevation. There was no net change to the labor hours associated with installing the crushed stone/gravel layer. | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | The ramp had to be extended and raised to accommodate the new FFE and the ramp platform was raised accordingly, therefore C&T has included the costs associated with these modifications. The 4' x 5' slab originally located on the single-door side of the building was removed and credits have been provided for the labor & materials associated with this structure. A set of steps was added in place of the 4' x 5' slab and costs associated with completing this structure have been included. | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | An additional 39LF of the railing was added needed for the concrete steps & modified ramp/platform, therefore costs associated with the additional railing were provided by Delamere Industries. C&T has included labor hours to install the additional railing. | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | C&T anticipates this additional work will require (3) additional days, therefore (24) hours of superintendent supervision have been included. C&T has also included (16) project engineer hours for the preparation of change orders, revised submittals, coordination with trades, procurement of additional materials, etc. | | | |
| 20 | | | | |
| 21 | | | | |
| 22 | We appreciate the opportunity to present this cost estimate and look forward to continuing our efforts with the City of North Port on this project. | | | |
| 23 | | | | |
| 24 | | | | |
| 25 | The duration for the additional work outlined in this proposal is 3 calendar days. | | | |
| 26 | The Contract Time Extension due to this <u>Change Order</u> is 0 calendar days. This work will be performed outside of the established Contract time and value. | | | |
| 27 | MATERIALS | TOTAL | | |
| 28 | From Page 2 | \$ 8,748.27 | | |
| 29 | Tax 7.00% \$ 612.38 | \$ 9,360.65 | | |
| 30 | Markup 15.0% \$ 1,404.10 | \$ 10,764.75 | | |
| 31 | | \$ 10,764.75 | | |
| 32 | | | | |
| 33 | LABOR | HRS | AVG \$ / HR | TOTAL |
| 34 | From Page 3 | 121 | \$ 55.33 | \$ 6,695.00 |
| 35 | | | Markup 15.0% \$ 1,004.25 | \$ 7,699.25 |
| 36 | | | | \$ 7,699.25 |
| 37 | | | | |
| 38 | TOOLS & EQUIPMENT | | | TOTAL |
| 39 | From Page 4 | | | \$ 388.80 |
| 40 | | | Tax 7.00% \$ 27.22 | \$ 416.02 |
| 41 | | | Markup 15.0% \$ 62.40 | \$ 478.42 |
| 42 | | | | \$ 478.42 |
| 43 | | | | |
| 44 | SUBCONTRACTS | | | TOTAL |
| 45 | | | | \$ - |
| 46 | | | | \$ - |
| 47 | | | | |
| 48 | | | | |
| 49 | | | Subtotal | \$ - |
| 50 | | | Markup 15.0% \$ - | \$ - |
| 51 | | | | \$ - |
| 52 | | | | |
| 53 | OTHER | QTY | REFERENCE | TOTAL |
| 54 | Extended Overhead | 3 | Days * Cost Per Day | \$ - |
| 55 | Additional Insurance | 2.50% | M + L + T&E + S | \$ 18,942.41 |
| 56 | Additional Bond | 0.00% | M + L + T&E + S | \$ 19,415.98 |
| 57 | | | Subtotal | \$ 473.56 |
| 58 | | | Markup 0.0% \$ 473.56 | \$ - |
| 59 | | | | \$ 473.56 |
| 60 | | | | |
| 61 | FINAL QUOTE TOTAL | | | TOTAL |
| 62 | | | | \$ 19,416.00 |
| 63 | | | | |
| 64 | | | \$ | 19,416.00 |