

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

This *Third Amendment to Contract No. 2022-26 Water Pipeline Bridge Replacements – Haberland/Woodhaven/N. Toledo Blade* for change in scope and time extension (“Third 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**, the parties mutually desire to amend the Original Contract, 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

**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 Third Amendment, all of which are incorporated by reference as if set forth fully herein. This Third 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 Third Amendment mean and include both the Original Contract and this Third Amendment.
- C. This Third 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. Section 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 sixty five (465) 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 (435) calendar days** from the notice to proceed, with final completion withing **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 **SEVEN HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-SIX DOLLARS AND THIRTY-FIVE CENTS (\$787,866.35).**

**4. ORIGINAL CONTRACT SECTION 3. A. – Scope and Incorporation of Bid Documents.**

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

- A. Scope and Incorporation of Bid Documents. The work includes the construction of the water/wastewater pipelines bridge replacements – Haberland/Woodhaven/N. Toledo Blade/Ortiz/MacCaughy as described in the Request for Bid No. 2022-26 ("RFB"), including plans, drawings, specifications, addenda, permits, drawings, diagrams and other related documents, and the Contractor's response to the RFB; are specifically made a part of this Contract ("Contract Documents") 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 No. 2022-26 approved by the City Commission, and any attachments.
- (2) The RFB, including all attachments and addenda.

(3) Contractor's response to the solicitation

(4) Specific direction from the City Manager

**5. NEW ATTACHMENT 1 TO THIRD AMENDMENT – REVISED PLAN FOR ORTIZ BORE**

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

IN WITNESS WHEREOF, the parties have executed this Third 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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16<sup>TH</sup> day of MARCH 2023 by H.R. SUNQUIST, SR. as V.P. for SPECTRUM UNDERGROUND, INC.

Cindy L. Huckaby-Reiser  
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

---

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