

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

This *First Amendment to Contract No. 2022-26 Water Pipeline Bridge Replacements – Haberland/Woodhaven/N. Toledo Blade* for change in scope and time extension (“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 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, Florida 34233 (“Contractor”).

RECITALS

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

WHEREAS, the parties mutually desire to amend the Original Agreement 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

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 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.

2. ORIGINAL AGREEMENT SECTION 1B – Time is of the Essence.

- 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 **three hundred sixty (360) 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 **three hundred thirty (330) 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 agreed 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 AGREEMENT SECTION 2 – CONTRACT PRICE.

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

The Contract price is **FOUR HUNDRED SEVENTY FIVE THOUSAND SIX HUNDRED SEVENTY-ONE DOLLARS AND THIRTY-FIVE CENTS (\$475,671.35)**.

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

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

A. Scope and Incorporation of Bid Documents. The work includes the construction of the Water Pipeline Bridge Replacements - Haberland/Woodhaven/N. Toledo Blade/Ortiz 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 NO. 1 TO FIRST AMENDMENT– ORTIZ BRIDGE WATER PIPELINE REPLACEMENT

Attachment No. 1 – Ortiz Bridge Water Pipeline Replacement, attached, is hereby added as a new attachment, and is incorporated as if set forth in the Agreement.

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

SPECTRUM UNDERGROUND, INC.

By: A.L. Sunquist Sr
Name: A.L. SUNQUIST SR.
Title: VICE PRESIDENT
[insert name/title of authorized signor]

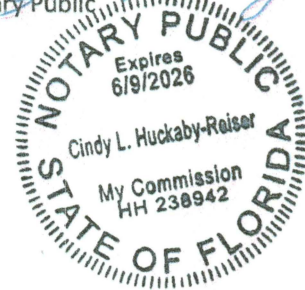
SWORN ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

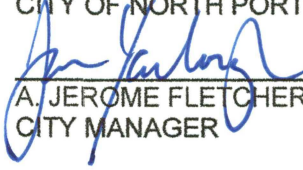
Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 31st day of OCTOBER 2022 by HAROLD R. SUNQUIST SR. (name), as VICE PRESIDENT (title) for SPECTRUM UNDERGROUND, INC. (entity).

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 November 22, 2022

CITY OF NORTH PORT, FLORIDA
 For
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 FIRST AMENDMENT
ORTIZ BRIDGE WATER PIPELINE
REPLACEMENT**

RFB 2022-xx WATER PIPELINE BRIDGE REPLACEMENT (ORTIZ BLVD.)					
BID FORM - TABULATION- COST SCHEDULE					
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.					
NAME OF BUSINESS:		Spectrum Underground, Inc			
CONTACT PERSON:		H.R. Sunquist, Sr			
EMAIL ADDRESS:		hsunquist@spectrumunderground.com			
AUTHORIZED SIGNATURE:					
ITEM #	DESCRIPTION	EST QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
I GENERAL ITEMS					
1	Mobilization/Demobilization	1	LS	2,475.00	\$ 2,475.00
2	Maintenance of Traffic	1	LS	1,125.00	\$ 1,125.00
3	Erosion and Sediment Control	1	LS	2,659.00	\$ 2,659.00
4	Dewatering	1	LS	200.00	\$ 200.00
5	Survey Stake-Out	1	LS	3,665.00	\$ 3,665.00
6	Survey Record Drawings	1	LS	3,665.00	\$ 3,665.00
II WATERMAIN ITEMS					
7	8" PVC WM (C-900 DR-18)	60 X	LF	137.05	\$ 8,223.00
8	8" 90° Elbow	0	EA		\$ 0
9	10" 90° Elbow	0	EA		\$ 0
10	8" 45° Elbow	4	EA	1,035.00	\$ 4,140.00
11	10" 45° Elbow	0	EA		\$ 0
12	8" 22.5° Elbow	X	EA		\$ 0
13	8" 11.25° Elbow	0	EA		\$ 0
14	10" 11.25° Elbow	0	EA		\$ 0
15	8" Gave Valve	1	EA	3,653.00	\$ 3,653.00
16	8" Air Release Valves	1 X	EA	9,924.00	\$ 9,924.00
17	12" PVC WM (C-900 DR-18)	0	LF		\$ 0
18	12" 45° Elbow	X	EA		\$ 0
19	14" 45° Elbow	2 X	EA	2,273.50	\$ 4,547.00
20	12" 22.5° Elbow	X	EA		\$ 0
21	14" 22.5° Elbow	2 X	EA	2,226.45	\$ 4,452.90
22	14" 11.25° Elbow	0	EA		\$ 0
23	12" Gave Valve	0	EA		\$ 0
24	8" Air Release Valves	0	EA		\$ 0
25	10" HDPE (DR-9) by Directional Drill	0	LF		\$ 0
26	12" HDPE (DR-9) by Directional Drill	X	LF		\$ 0
27	14" HDPE (DR-9) by Directional Drill DR-11	242 X	LF	227.30	\$ 55,006.60
28	10"X8" Reducer	0	EA		\$ 0
29	12"X8" Reducer 14" x 8" Reducer	2	EA	2,187.00	\$ 4,374.00
30	14"x12" Reducer	0	EA		\$ 0
31	HDPE to PVC Pipe Adapter	2	EA	1,028.00	\$ 2,056.00
32	Abandon and Grout Fill Existing Water Main (inclusive)	228	LF	19.00	\$ 4,332.00
33	Remove Existing Water Main from Bridge (inclusive)	48	LF	108.00	\$ 5,292.00
III RESTORATION ITEMS					
34	Sod	430	SY	11.30	\$ 4,859.00
35	Swale Restoration	120	SY	13.25	\$ 1,590.00
36	Restoration - Paved Roadway	0	SY		\$ 0
37	Restoration - Paved Driveway	40 X	SY	220.70	\$ 8,828.00
38	Restoration - Sidewalk	0	SY		\$ 0
				TOTAL BID	\$ 135,066.50

AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER

Spectrum Underground, Inc.



EXCAVATION - PIPELINE - DIRECTIONAL BORING

TRUCKING, DEMOLITION, EARTHWORK, PAVING, STORM, SANITARY & WATER INSTALLATIONS

LICENSE #CG C008435

LICENSE #CU C056873

September 19, 2022

Via Email

Attn: Jennifer Fehrs, P.E.

Utility Engineer
City of North Port
6644 W. Price Blvd
North Port, Fl. 34291

Re: Ortiz Bridge Water Main Replacement

Dear Mrs. Fehrs

Attached please find our change order request for the Ortiz Bridge water Main Replacement. After review if you require any additional information please advise.

We would respectfully request an additional **90 days** for the completion of this work.

Sincerely

Spectrum Underground, Inc.

H. R. (Hondo) Sunquist Sr.
Vice President