

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

This *Second Amendment* to Contract 2023-19 Jeffery Lake Sea Wall & Sidewalk Reconstruction for additional funding due to unforeseen site conditions (“Second 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 Contract”); and

WHEREAS, on or around April 23, 2024, the parties entered into the First Amendment to Contract 2023-19 Jeffery Lake Sea Wall & Sidewalk Reconstruction (the “First Amendment”) to increase the Contractor’s compensation by \$198,861.23 and to extend the time by 60 days due to unforeseen conditions; and

WHEREAS, the parties mutually desire to amend the Contract to increase Contractor’s compensation by \$25,863.61 and extend the time by 30 days 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 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 Second Amendment, all of which are incorporated by reference as if set forth fully herein. This Second 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 the “Contract” in the Original Contract and this Second Amendment mean and include both the Original Contract and this Second Amendment.
- C. This Second 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 Contract.

2. ORIGINAL CONTRACT SECTION 1.B.(2) – Contract Timing

Section 1.B.(2) of the Original Contract 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 EIGHTY (180)** 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 FIFTY (150)** 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 CONTRACT SECTION 2. – Contract Price

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

The Contract Price is EIGHT HUNDRED FIFTY THOUSAND FOURTY TWO DOLLARS AND SIXTY-SIX CENTS (\$850,042.66) ("Contract Price").

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

(This space intentionally left blank; signature pages follow)

THOMAS MARINE CONSTRUCTION, INC

By: _____
Kevin C. Shimp, President

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of May 2024, by Kevin C. Shimp, as President for Thomas Marine Construction, Inc.

Linda Solich

Notary Public

X 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

ALICE WHITE
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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