

**FIRST AMENDMENT TO CONSTRUCTION AGREEMENT  
BETWEEN CITY OF FORT LAUDERDALE AND  
SHIFF CONSTRUCTION & DEVELOPMENT, INC.**

THIS FIRST AMENDMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation (hereinafter referred to as “**City**”)

and

**SHIFF CONSTRUCTION & DEVELOPMENT, INC.**, a Florida profit corporation, (hereinafter referred to as “**Contractor**”).

(hereinafter, collectively referred to as the “**Parties**”).

**WHEREAS**, on July 5, 2022, the City Commission approved a Construction Agreement (CAM 22-0684) between the City and Contractor for DC Alexander Park Improvement Project, pursuant to Invitation to Bid No. 12616-423 for Project Number 12373 (“Agreement”); and

**WHEREAS**, on October 31, 2022, the City executed the Agreement with Contractor and issued the first Notice to Proceed to Contractor on December 23, 2022, for permitting and soft mobilization; and

**WHEREAS**, on May 16, 2023, the City issued a second Notice to Proceed to Contractor for construction of the park improvements; and

**WHEREAS**, Section 2-177(a) of the City Code of Ordinances provides that the city manager or the city manager's designee is authorized to issue a change order or multiple change orders increasing the adjusted contract price of any contract awarded by the city commission up to a cumulative maximum amount of ten percent (10%) of the adjusted contract value; and

**WHEREAS**, Section 2-177(a) of the City's Code was passed by the City Commission on second reading on September 6, 2017, prior to the effective date of the subject Agreement; and

**WHEREAS**, Section 14.6 of the Agreement currently requires submittal of any extra work in an amount up to \$25,000 to the Public Works Director for approval by the City Manager, and said term is inconsistent with Section 2-177(a) of the City's Code; and

**WHEREAS**, the City Commission wish to amend Section 14.6 of the Agreement

to be consistent with Section 2-177(a) of the City's Code, authorizing the city manager or the city manager's designee to issue a change order or multiple change orders increasing the adjusted contract price up to a cumulative maximum amount of ten percent (10%) of the adjusted contract value, with the exception that any amendment or change order that exceeds the 10% threshold, or conflicts with the City's Code, shall require City Commission approval; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained and other good and valuable considerations, the receipt whereof is hereby acknowledged, the parties hereto do agree as follows:

I. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.

II. **DEFINITIONS:** For purposes of this First Amendment capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.

III. **AMENDMENTS:**

a. Any reference in the Agreement to "Public Works Department" as the City department responsible for the project shall be deleted and replaced with "Parks and Recreation Department" as the department responsible for the project.

b. Section 14.6 of the Agreement is amended as follows:

Time for the City to Approve Extra Work: Any Extra Work in an amount up to and not exceeding a cumulative amount of ten percent (10%) of the "adjusted contract value" for a specific project may be approved by the City Manager or his designee and shall require a written Change Order proposal to be submitted to the Parks and Recreation Department Director for submittal and approval by the City Manager or his designee. For purposes herein, "adjusted contract value" means the original contract value or the contract value resulting from any city commission-approved change orders or contract amendments. Except that any Extra Work that exceeds the cumulative amount of ten percent (10%) or conflicts with the City's Code for a specific project shall be approved by the City Commission and a written Change Order proposal must be submitted to the Parks and Recreation Department Director for submittal and approval by the City Manager or his designee and the City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

c. The contract time for all Work and Final Completion Date, as referenced in Article 5 of the Agreement, shall remain unchanged, and in full force and effect, unless said contract time is amended by an approved change order pursuant to the terms and conditions of the Agreement.

- IV. **HEADINGS:** Headings herein are for the convenience of reference only and shall not be considered for any interpretation of this First Amendment or the Agreement.
- V. **NO OTHER CHANGES:** Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this First Amendment directly conflict with any provision contained in the Agreement, then this First Amendment shall control.

**IN WITNESS OF THE FOREGOING,** we, the undersigned, duly authorized representatives have executed and delivered this First Amendment without reservation and having read the terms contained herein to be effective as of the First Amendment's Effective Date.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES TO FOLLOW]**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

**ATTEST:**

**CITY OF FORT LAUDERDALE**, a Florida  
municipal corporation

BY: \_\_\_\_\_  
DAVID R. SOLOMAN  
City Clerk

BY: \_\_\_\_\_  
GREG CHAVARRIA  
City Manager

Approved as to form and correctness:  
D'WAYNE M. SPENCE, Interim City Attorney

\_\_\_\_\_  
PATRICIA SAINTVIL-JOSEPH  
Assistant City Attorney

**APPLICANT**

WITNESSES:

**SHIFF CONSTRUCTION & DEVELOPMENT, INC.** a Florida profit corporation.

\_\_\_\_\_  
Signature

By:\_\_\_\_\_  
JUSTEN D. SHIFF, President

\_\_\_\_\_  
Witness name above

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Witness name above

\_\_\_\_\_  
Secretary

[CORPORATE SEAL]

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by JUSTEN D. SHIFF, as President of **SHIFF CONSTRUCTION & DEVELOPMENT, INC.** a Florida profit corporation.

\_\_\_\_\_  
(Signature of Notary Public- State of Florida)

(NOTARY SEAL)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_