

**FIRST AMENDMENT TO CONSTRUCTION AGREEMENT
FOR ANNUAL ASPHALT MILL AND RESURFACING**

THIS FIRST AMENDMENT to Construction Agreement for the Annual Asphalt Mill and Resurfacing (“First Amendment”) made this ___ day of _____, 2026, is by and between the **City of Fort Lauderdale**, a Florida municipal corporation (“CITY”), with its principal address located at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and **M & M Asphalt Maintenance Inc.**, a Florida corporation, (“CONTRACTOR”), with its principal address located at 1180 SW 10th Street, Delray Beach, Florida 33444 (collectively, “Parties”).

WHEREAS, the City Commission awarded CONTRACTOR a Construction Agreement pursuant to Invitation to Bid (ITB) Event No. 266 for an Annual Asphalt Mill and Resurfacing (“Agreement”); and

WHEREAS, the Agreement between CITY and CONTRACTOR is for an initial two (2)-year term, with an effective date beginning August 16, 2024, and scheduled to expire on August 15, 2026, with an option for the Parties to renew the Agreement for two (2) additional one (1) year terms, subject to and conditioned upon certain terms and conditions; and

WHEREAS, the CITY and CONTRACTOR mutually desire to enter into a First Amendment to the Agreement to reflect Voluntary Price Reduction (VPR) on their line-item pricing (per Exhibit 2); and

WHEREAS, the CITY and CONTRACTOR agree to increase the Agreement capacity for the initial two (2)-year term by \$16,100,000, from \$4,000,000 to \$20,100,000; and

WHEREAS, the CITY and CONTRACTOR also agree to increase the one-year renewal options by \$500,000 for each renewal term, from \$2,000,000 to \$2,500,000, for a potential total contract amount from \$8,000,000 to \$25,100,000, subject to and conditioned upon the remaining terms, conditions, and specifications contained in the Agreement, including any subsequent renewal terms that are mutually agreed to in writing and executed by both Parties;

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree to the following:

1.1 The recitations set forth above are true and correct and are incorporated herein. Initial capitalized terms or other such terms used herein shall have the same meaning given such terms in the Original Agreement, unless otherwise defined herein or unless the context otherwise indicates.

1.2 The Original Agreement and all terms and conditions of the Original Agreement except as modified herein, are incorporated into and made part of this Agreement and are attached hereto as Exhibit 1.

1.3 The City and Contractor are desirous of completing the current and future Projects under Revised Bid Tabulation attached hereto as Exhibit 2.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR execute this FIRST AMENDMENT as follows:

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
RICKELLE WILLIAMS
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and Correctness:
Shari L. McCartney, City Attorney

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

CONTRACTOR

WITNESSES:

M & M Asphalt Maintenance Inc., a Florida corporation

Signature

By: _____
Kenneth R. Goldberg, President

Print Name

Signature

Print Name

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by Kenneth R. Goldberg as President for M & M Asphalt Maintenance Inc., a Florida corporation.

(NOTARY SEAL)

(Signature of Notary Public - State of Florida)

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

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____