

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

THIS FIRST AMENDMENT is entered into this 5 day of October, 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:

Signature

Witness name above

Signature

Witness name above

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

By:

JUSTEN D. SHIFF, President

ATTEST:

Secretary

[CORPORATE SEAL]

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of September, 2023, by JUSTEN D. SHIFF, as President of **SHIFF CONSTRUCTION & DEVELOPMENT, INC.** a Florida profit corporation.

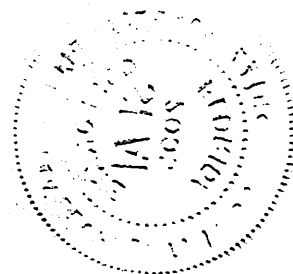
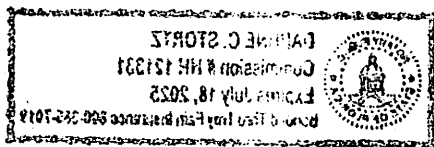
(Signature of Notary Public- State of Florida)

(NOTARY SEAL)

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

Personally known ☒ OR Produced Identification _____
Type of Identification Produced _____







CONSTRUCTION + DEVELOPMENT

Shiff Construction & Development
180 SW 6th Street
Pompano Beach, Florida 33060
P: (954) 524-2575
F: (954) 524-2576

Project: 12616-423 FTL22-01 DC Alexander Park
500 Seabreeze Boulevard
Fort Lauderdale, Florida 33316

Transmittal #6 - First Amendment to Construction Agreement

To	Marc Isaac (City of Fort Lauderdale) 701 South Andrews Avenue Fort Lauderdale FI 33316 Fort Lauderdale, Florida 33316	From	Ria Picone (Shiff Construction & Development, Inc.) 180 SW 6th St Pompano Beach, Florida 33060
Date Created	Sep 22, 2023		
Copies To			
Transmit	Under Separate Cover	Sent Via	Hand Delivery
Submitted For	Approval	Action As Noted	Out for Signature

Transmittal Items

Format	Description	Date	Copies
Document	First Amendment to Construction Agreement 09.22.23.pdf. First Amendment to Construction Agreement View	Sep 22, 2023	1

Comments

9/28 - Received Interoffice
9/28 - Scanned + Forwarded
Primarily Executed
Agreement to PSJ.
Notary not fully
executed.

**FIRST AMENDMENT TO CONSTRUCTION AGREEMENT
BETWEEN CITY OF FORT LAUDERDALE AND
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[SIGNATURES TO FOLLOW]**

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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:

Daphne C. Stortz
Signature

Daphne C. Stortz
Witness name above

Kurt Bennett
Signature

KURT BENNETT
Witness name above

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

By: [Signature]
JUSTEN D. SHIFF, President

ATTEST:

[Signature]
Secretary

[CORPORATE SEAL]

STATE OF FLORIDA :
COUNTY OF BROWARD :

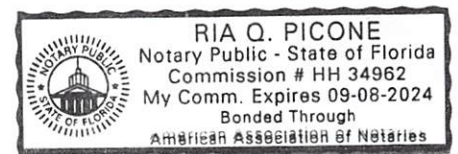
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by JUSTEN D. SHIFF, as President of **SHIFF CONSTRUCTION & DEVELOPMENT, INC.** a Florida profit corporation.

[Signature]
(Signature of Notary Public- State of Florida)

RIA Q. PICONE
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known X OR Produced Identification _____
Type of Identification Produced _____

(NOTARY SEAL)





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 10/5/2023

11

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

COMM. MTG. DATE: 9/5/2023 CAM #: 23-0781 ITEM #: CP-3 CAM attached: ☒ YES ☐ NO

Routing Origin: Fin-Proc Router Name/Ext: M.Isaac/x5230 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: K.Nembhard/x5001 # of originals routed: 1 Date to CAO: 10/5/2023

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 10/05/23 Patricia SaintVil-Joseph
Attorney's Name

PS
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 10/05/23

4) City Manager's Office: CMO LOG #: CT 205 Document received from: _____

Assigned to: GREG CHAVARRIA ☐
ANTHONY FAJARDO ☐

SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to ☐ Mayor ☐ CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 1 originals to: M.Isaac/x5230

Attach ___ certified Reso # ___ ☐ YES ☒ NO

Original Route form to K.Nembhard/x5001