

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF FORT LAUDERDALE
AND WATERFRONT PROPERTY SERVICES, LLC d/b/a GATOR DREDGING**

THIS IS A FIRST AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____, 20____, by and between CITY OF FORT LAUDERDALE, a Florida municipality, ("CITY"), and WATERFRONT PROPERTY SERVICES, LLC d/b/a GATOR DREDGING ("Secondary Contractor").

WHEREAS, the CITY and the SECONDARY CONTRACTOR entered into an Agreement for Annual Dredging Services, ITB 233-11070 Project 11729, dated January 22, 2013, for a two-year term,

NOW, THEREFORE, the CITY and the SECONDARY CONTRACTOR agree as follows:

1. That Article 10, titled "Bonds and Insurance" of the Agreement, Section 10.1 – "Public Construction and Other Bonds" is hereby replaced and amended to read as follows:

10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), in an amount equal to 100% of the value of each Task Order issued as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

2. That the contract amount be increased to \$1,201,765.

IN WITNESS WHEREOF, the parties execute this First Amendment of Agreement as follows:

WITNESSES:

CITY OF FORT LAUDERDALE, a Florida
municipality:

Print Name:

By: _____
Lee R. Feldman, City Manager

Print Name:

ATTEST:

Jonda K. Joseph, City Clerk

Approved as to form:

Assistant City Attorney

WITNESSES:

WATERFRONT PROPERTY SERVICES, LLC d/b/a
GATOR DREDGING

Print Name:

By:_____

Print Name:

ATTEST:

Print Name:

Title:

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ as _____ for Waterfront Property Services, LLC d/b/a Gator Dredging

(SEAL)

Notary Public, State of Florida
(Signature of Notary Public)

Name of Notary Typed, Printed or Stamped

Personally Known ____ OR Produced Identification_____

Type of Identification Produced _____