

**FIRST AMENDMENT TO CONSTRUCTION AGREEMENT
FOR ADVANCED METERING INFRASTRUCTURE (AMI) IMPLEMENTATION**

THIS FIRST AMENDMENT to Construction Agreement for Advanced Metering Infrastructure (“AMI”) Implementation is made this _____ day of _____, 2025, by and between the **CITY OF FORT LAUDERDALE**, a Florida municipality, (“CITY”), with its principal address located at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and **Core & Main LP, a Florida Limited Partnership**, (“CONTRACTOR”), with its principal address located at 4310 NW 10th Avenue, Oakland Park, Florida 33309 (collectively, “Parties”).

WHEREAS, on July 2, 2024, the City Commission approved a Construction Agreement (CAM #24-0215) between the CITY and CONTRACTOR for Advanced Metering Infrastructure (“AMI”) Implementation, pursuant to Request for Proposals Event No. 193 for Project Number P12716 (“Agreement”); and

WHEREAS, on August 8, 2024, the CITY executed the Agreement with CONTRACTOR and held a Project Kickoff meeting with the CONTRACTOR on August 15, 2024, to commence the Work in accordance with the terms and conditions of the Agreement; and

WHEREAS, the Agreement does not contemplate or include provisions for the issuance of Change Orders, nor does it contemplate modifications to the scope, price, or schedule through such mechanisms; and

WHEREAS, the CITY received Change Order No. 1 to provide enhanced community outreach, including a dedicated hotline which will increase the contract price by a total amount of **TWO HUNDRED SIXTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-THREE DOLLARS AND TWENTY-FIVE CENTS (\$264,723.25)**; and

WHEREAS, the CITY and CONTRACTOR mutually desire to enter into a First Amendment to the Agreement to add Section VI. “General Conditions,” sub-section NN. “Change Orders” to allow for the issuance of Change Orders, 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 a writing and executed by both Parties (“First Amendment”);

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and 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:** The Agreement is amended as follows, 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:

- A. Section VI. "General Conditions," sub-section NN. "Change Orders" is added as follows:

NN. Change Orders

Any changes to the scope of work, schedule, or compensation under this Agreement shall be made through a written Change Order, signed by authorized representatives of both Parties. Each Change Order shall describe the modification in detail, including any adjustments to cost or time for performance. No Work beyond the original scope shall be undertaken unless a Change Order has been approved and fully executed by both Parties.

- IV. **HEADINGS**: Headings herein are for the convenience of reference only and shall not be considered on 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY

ATTEST:

CITY OF FORT LAUDERDALE, a Florida
municipality

David R. Soloman, City Clerk

By: _____
Rickelle Williams, City Manager

Date: _____

Approved as to Legal Form and Correctness:
D'Wayne M. Spence, Interim City Attorney

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

CONTRACTOR

WITNESSES:

CORE & MAIN LP, a Florida Limited Partnership.

Signature

By: _____
Stephen O. LeClair
Chief Executive Officer

Print Name

Signature

Print Name

[CORPORATE SEAL]

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____, 2025, by **Stephen O. LeClair**,
Chief Executive Officer, of **CORE & MAIN LP**, a Florida Limited Partnership.

[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: _____