

RESOLUTION NO. 2019- 183

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT BETWEEN THE CITY OF POMPANO BEACH AND WEST CONSTRUCTION, INC. FOR DESIGN/BUILD SERVICES FOR FIRE STATION 24; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Second Amendment between the City of Pompano Beach and West Construction, Inc., for design/build services for Fire Station 24, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and West Construction, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 28th day of May, 2019.



REX HARDIN, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

Orig. 4

SECOND AMENDMENT

THIS IS A SECOND AMENDMENT TO THE AGREEMENT dated the 3
day of June, 2019, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY",

and

WEST CONSTRUCTION, INC., a Florida corporation, having its office and place of business at 820 North 4th Street, Lantana, Florida 33462-1710, hereinafter referred to as "CONSULTANT."

WHEREAS, the parties entered into an Agreement for Design/Build Services for Fire Station 24 on October 28, 2016, ("Original Agreement"), and approved by City Resolution No. 2017-38; and

WHEREAS, the Original Agreement was for a time period as provided for in the Contract Schedule and First Amendment, with services commencing from receipt of the Notice to Proceed and completed within 365 calendar days; and

WHEREAS, the parties in October of 2017, entered into a First Amendment to the Agreement extending the contract to October 27, 2018; and

WHEREAS, the period of time for completion of services as provided for in the Contract Schedule, has lapsed not due to any fault of CONSULTANT but rather due to excusable delays considered not to be the fault of the Consultant, which were beyond its control due mainly to problems with Florida Power & Light; and

WHEREAS, pursuant to Article 8, "Delays and Extensions of Time," of the Original Agreement, the parties desire to amend the Contract Schedule and term of the Original Agreement for an additional one year time period due to the significant delays caused by Florida Power & Light considered beyond the control of CONSULTANT.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONSULTANT agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Agreement between CITY and CONSULTANT, dated October 28, 2016, a copy of which is attached hereto and made a part hereof as Exhibit "A," and the First Amendment dated October 2017, a copy of which is attached hereto and made a part hereof as Exhibit "B" shall remain in full force and effect except as specifically amended hereinbelow.
3. The parties hereto agree to amend the Contract Schedule and any affected provisions or terms of the Original Agreement for one (1) additional one-year period, ending September 19, 2019.
4. All terms, covenants and conditions contained in the Original Agreement and First Amendment thereto, with the exception of the provision for the contract time, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained herein.
5. This Agreement shall bind the parties and their respective executors, administrators, successors and assigns and shall be fully effective as though the reinstatement and extension had been originally included in the Agreement.

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

"CITY":

Witnesses:

Emily A. Sargent
Andrew G. Smith

CITY OF POMPANO BEACH

By:

REX HARDIN, MAYOR

By:

GREGORY P. HARRISON, CITY MANAGER

Attest:

Asceletha Hammond
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved as to Form

Mark E. Berman
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of June,
2019, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND**
as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation,
who is personally known to me.

NOTARY'S SEAL:

Jennette Forrester Williams
NOTARY PUBLIC, STATE OF FLORIDA

Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

