

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE CONSTRUCTION MANAGER-AT-RISK

CONTRACT dated _____, 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

THE WHITING-TURNER CONTRACTING COMPANY, a Maryland corporation authorized to do business in Florida, having its office and place of business at 300 East Joppa Road, Baltimore, Maryland, 21286, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into a Construction Manager- At-Risk (CMAR) Contract for Dr. Martin Luther King Jr. Boulevard Improvements on September 26, 2019, ("Original Agreement"); and

WHEREAS, the CITY and CONTRACTOR have agreed to amend the Original Agreement to substitute both Exhibit "C" Project Construction Budget/Schedule of Values (GMP) and Exhibit "E" Project Schedule; and to amend certain terms and conditions of the Original Agreement;

WITNESSETH:

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

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The terms and conditions contained within the Original Agreement between CITY and CONTRACTOR, effective September 26, 2019, a copy of which is attached hereto and made a part



hereof as Exhibit "A," shall remain in full force and effect for the new contract extension term except as specifically amended herein below.

3. The attached Exhibit "C" Project Construction Budget/Schedule of Values (GMP) and Exhibit "E" Project Schedule, are hereby substituted for, and in all references replace, that Exhibit "C" Project Construction Budget/Schedule of Values (GMP) and Exhibit "E" Project Schedule, which were attached to, referenced and made a part of the Original Agreement.

4. The parties agree hereto to establish a GMP of five million and seven hundred thousand dollars (\$5,700,000.00).

5. The City agrees to pay Contractor for Preconstruction Services outlined within Exhibit "C" Project Construction Budget/Schedule of Values (GMP) in the amount of eighty three thousand and twenty five dollars (\$83,025.00).

6. The parties agree that all work shall be completed and the term of the contract shall end on September 30, 2021 in compliance with the terms and conditions set forth by the City's General Obligation bonds.

7. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER


APPROVED AS TO FORM:


MARK E. BERMAN, CITY ATTORNEY

“CONTRACTOR”:

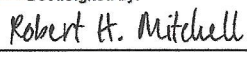
Witnesses:

The Whiting-Turner Contracting Company

DocuSigned by:

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By: _____
Keith A. Douglas, Executive Vice President

Bob Minutoli Jr., Senior Vice President

Print Name
DocuSigned by:

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Robert H. Mitchell, Division Vice President

Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 13th day of April, 2020 by Keith A. Douglas as Executive Vice President of The Whiting-Turner Contracting Company, a Maryland corporation, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

