

RESOLUTION NO. 2018-_____

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 FIRST 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 First 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 _____ day of _____, 2017.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
10/10/17
l:reso/2018-14

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day
of _____, 2017, 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, with services commencing from receipt of the Notice to Proceed and completed within
365 calendar days; 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 to significant
adjustments to the plans due to unverified utilities serving the Air Park; 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 delays caused by significant adjustments to the

plans due to unverified utilities serving the Air Park considered beyond the control of CONSULTANT, and to add Public Records language.

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," 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 October 27, 2018.

4. Article 16 – Public Records is created as follows:

ARTICLE 16 – PUBLIC RECORDS

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and

following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

5. All terms, covenants and conditions contained in the Original Agreement, with the exception of the provision for the reinstatement, extension and amendment hereinabove, shall

remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained herein.

6. This Agreement shall bind the parties and their respective executors, administrators, successors and assign 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:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by **LAMAR FISHER** 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:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT":

Witnesses:

WEST CONSTRUCTION, INC.
a Florida corporation

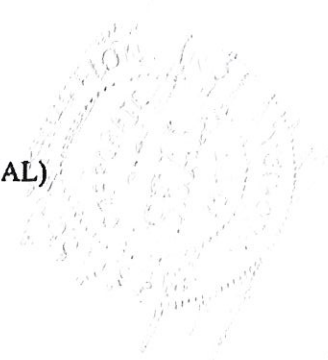
[Signature]

By: *Martha A. Morgan*
MARTHA A. MORGAN, PRESIDENT

ROBIN MEYER
Print Name

[Signature]
AURORA VEGA
Print Name

(SEAL)

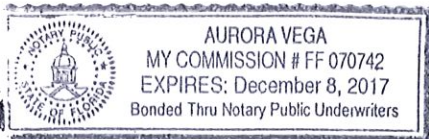


STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of Oct, 2017, by MARTHA A. MORGAN as President of WEST CONSTRUCTION, INC., a Florida corporation, on behalf of the corporation. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Aurora Vega
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

/jrm
10/10/17
L:ngr/cip/2018-25