

FIRST AMENDMENT TO THE AGREEMENT BETWEEN CITY OF COCONUT CREEK AND BIG DOG CONSTRUCTION SERVICES, INC. FOR BID 09-26-18-11 CITY HALL RENOVATIONS

This First Amendment to the Agreement between the City of Coconut Creek and Big Dog Construction Services Inc. for Bid 09-26-18-11 City Hall Renovations dated December 13, 2019 (“Agreement”) is made this _____ day of February, 2020 by and between the City of Coconut Creek, FL, (the “City”) and Big Dog Construction Services, Inc. (the “Contractor”) both of whom agree as follows:

WITNESSETH

WHEREAS, the parties desire to amend the Agreement to add an early completion incentive for Phase II (City Manager’s/City Attorney’s Suite) of the City Hall Renovation Project.

NOW THEREFORE, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. The parties desire to amend Article 7 of the Agreement as follows:

ARTICLE 7 TIME FOR COMPLETION, EARLY COMPLETION INCENTIVE AND LIQUIDATED DAMAGES, AND CHANGE OF CONTRACT TIME

7.1 Time for Completion

Phase I: The Contractor shall have one hundred eighty (180) days from issuance of a “Notice to Proceed” to complete Phase I of the project.

Phase II: The Contractor shall have two hundred forty (240) days from the completion of Phase I (as determined by City) to complete Phase II. The two hundred forty (240) days to complete Phase II shall be inclusive of the fourteen (14) day break noted in Section D, Sub- section 6 of the Specifications entitled, “Phasing.”

7.2 Early Completion Incentive (Phase I ~~Only~~ and II) and Liquidated Damages (All Phases) Time is of the essence. It is the City’s desire to finish this project within the shortest timeframe possible to minimize delay or interruption of City services to residents and visitors, displacement of City staff, and inconvenience to visitors to City Hall. In accordance with the Bid Documents, the expected timeframe for completion of Phases I and II of this project is one hundred eighty (180) ~~calendar days~~ and two hundred forty (240) calendar days respectively from the issuance of the Notice to Proceed. This is inclusive of all Permitting requirements. For the purpose of this project, “completion” shall be defined as, the time by which all requirements of the plans and specifications have been constructed to the satisfaction of the City, a Certificate of Occupancy has been issued by the City’s Building Department, and all major punch list items (as determined by the City) have been completed properly. The date of

completion will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricane or a declared state of emergency). If the projected date of completion is adjusted after issuance of the Notice to Proceed, the early completion incentive is null and void. The parties anticipate that delays may be caused by or may arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor's operations, or other such events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not change the terms set forth herein. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete Phases I and II of the Contract prior to the one hundred eighty (180) and two hundred forty (240) calendar days from issuance of the Notice to Proceed, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance. The Contractor agrees that it/he/she will have no rights under the Contract to make any claim arising out of the early completion incentive set forth herein.

With the aforementioned requirements in mind, the City offers an Early Completion Incentive in the amount of five hundred dollars (\$500) for each calendar day, up to a maximum of sixty (60) calendar days per phase, that Phase I and Phase II of the project ~~is~~ are completed prior to the one hundred eighty (180) ~~day~~ and two hundred forty (240) calendar day completion requirements specified above. This incentive shall be paid by City at the time of final billing along with any withheld retainage, and provided all project closeout documents, including but not limited to, final pay application, final Releases of Liens, as-built drawings, warranties, etc. are received by the City, as funds are available.

On the same token, if Contractor defaults and does not complete each Phase of the project on the aforementioned completion dates, the Contractor shall pay liquidated damages to the City for any failure of the Contractor to complete the project by such time. Liquidated damages for this contract are the sum of the daily rate of five hundred dollars (\$500) per calendar day beyond the one hundred eightieth (180th) day of Phase I and the two hundred fortieth (240th) day of Phase II that the respective Phase of the project is not completed as defined herein. As to any Contract Work Item provided for herein, the Contractor will remain responsible for all such work and the continued maintenance thereof until such time as all requirements of the plans and specifications have been constructed to the satisfaction of the City, a Certificate of Occupancy has been issued by the City's Building Department, and all major punch list items (as determined by the City) have been completed properly.

The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

3. All other terms and conditions of the Agreement not in conflict with this First Amendment shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and year first above written.

BIG DOG CONSTRUCTION SERVICES, INC.

WITNESSES:

By: _____
(Signature of President/Owner)

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____ a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 2020.

Signature of Notary Public

(NOTARY SEAL)

Print, Type or Stamp Name of Notary Public

CITY OF COCONUT CREEK, FLORIDA

By: _____
Karen M. Brooks, City Manager

Approved as to Legal Sufficiency and
Form:

ATTEST:

By: _____
Leslie Wallace May, City Clerk

By: _____
Terrill C. Pyburn, City Attorney