

FIRST AMENDMENT

THIS FIRST AMENDMENT is dated the _____ day of _____, **2022**, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

AMERICAN POOL AND PATIO, LLC / DBA BEACH O RAMA, LLC, swimming pool repair and services company authorized to do business in the State of Florida, with a business address of **1281 S.W. 1st Way, Deerfield Beach, FL 33441**, (hereinafter referred to as the "CONTRACTOR"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, on or about February 8, 2022, the CITY and CONTRACTOR entered into an agreement for resurfacing and general repairs to the community pool at the Pool and Tennis ("Original Agreement"); and

WHEREAS, after commencing work pursuant to the Original Agreement, the CONTRACTOR became aware of certain conditions which warrant the need for a change order to expand the scope of services to be performed by the CONTRACTOR; and

WHEREAS, Section 5.1 of the Original Agreement authorizes modifications to the scope of services, subject to a written amendment, executed by the parties, with the same formality and dignity as the Original Agreement; and

WHEREAS, in accordance with Section 5.1 of the Original Agreement, the Parties seek to expand the scope of services set forth in the Original Agreement implement the change order as set forth in Exhibit "A," attached hereto and incorporated herein.

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference. All exhibits attached to this amendment are expressly incorporated herein by reference and made a part hereon.

SECTION 2. In accordance with Section 5.1 of the Original Agreement, the scope of services, as set forth in Section 2.1 of the Original Agreement, is hereby amended to include the

additional work set forth on Exhibit "A." CONTRACTOR shall be entitled to payment for this additional work, as set forth in Exhibit "A." The Parties agree that there shall be no further change orders or price increases submitted by CONTRACTOR for the completion of the work set forth in the Original Agreement, as amended, unless requested by the City in writing.

SECTION 3. The scope of services, as set forth in the Original Agreement, as amended, shall be completed in accordance with the timeframe set forth in Exhibit "B." Notwithstanding any provision to the contrary set forth in any of the contract documents, CONTRACTOR and CITY mutually agree that time is of the essence for this Agreement. Should the CONTRACTOR fail to complete the scope of services within the timeframe set forth in Exhibit "B," CITY shall be entitled to retain the amount of \$250 per day as fixed, agreed, and liquidated damages for each day elapsing beyond the specified time for completion or any written, authorized extension thereof, which sum shall represent the actual damages which the CITY sustained by failure of the CONTRACTOR to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the CITY in the event of such default by the CONTRACTOR.

SECTION 4. CONTRACTOR shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein.

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

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

TEDRA ALLEN, CITY CLERK

By: _____
JOSEPH NAPOLI, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

**AMERICAN POOL AND PATIO, LLC / DBA
BEACH O RAMA**

By: [Signature]
Name: Nicholas Ragonese
Title: Pres

STATE OF Florida
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Nicholas Ragonese as President of **American Pool and Patio, LLC / DBA Beach O Rama**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **American Pool and Patio, LLC / DBA Beach O Rama** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 11th day of April, 2022.

[Signature]
NOTARY PUBLIC



Patricia S. Garrabrant
(Name of Notary Typed, Printed or Stamped)

Exhibit A

American Pool and Patio, LLC

1430 South Federal Highway
 Suite 201
 Deerfield Beach, FL 33441

Change Order

Date	Estimate #
3/18/2022	177

Name / Address
City of Cooper City 9070 SW 51st Street Cooper City, FL 33328

Terms	Project
Net 30	Change Order-01

Item	Description	Qty	U/M	Total
04.01 Demolition L...	Pool Coping / Beam Repair & Remediation Remove 3' of existing deck pavers around pool and store for reuse Remove existing pool coping and all setting material and discard all spoils	264		1,430.00
06. Form Work	Beam Repair to accommodate to coping elevation and deck Install #2 rebar to beam w/ 1/4" x 4" tapcons ALL STAINLESS	264		1,840.00
09.07 Gunite	Gunite Services to rebuild beam against form	264		3,000.00
15. Coping & Tile	Tile modification -Replace back row of 6x6 with 2 rows 4x4 tile -Grout with Poly fortified grout	264		2,030.00
15. Coping & Tile	12" x 24" x 2" Precasted Coping Setting Materials Sanded grout (color match coping) Installation of Coping to overhang gutter	264		11,500.00
Total				\$19,800.00

Exhibit B

American Pool Patio, LLC

Project Activity Duration Estimates

Owner/Contractor: City of Cooper City
 Project Name: Cooper City Pool & Tennis Center
 Project Address: 11600 Stonebridge Parkway
 Contract Date: March 2022

Activity ID	Activity Description	Duration Days	Precedence	Constraints
A	Submittals	3	Begin	LOI and/or Contract
B	Engineering	0	Begin	Required Owner Docs
C	Permitting	0	A, B	Engineering Approvals
D	Mobilization	3	LOI/Contract	
E	Special Order / Lead Time Items	28	A, B	
F	Layout / Survey	0	A, B, C, D	
G	Demolition	28	F	
H	Fixture Replacement	5	G	
I		0	H	
J		0	I	
K		0	J	
L	Gutter Wall & Beam Reconstruction	3	K	
M		0	L	
N		0	M	
O	Light Fixture Ring Replacement	1	N	
P	Light Fixture Replacement	2	O	
Q		0	O, P	
R		0	O, P, Q	
S	Coping & Tile / Depth Markers	21	R	
T	Paver Deck Repairs	3	S	
U	Equipment Set / Lighting	0	T	
V	Railings & Ladders	2	U	
W	Final Site Clean Up & Preparation	3	V	
X	Plaster & Fill	5	W	
Y	Start Up / Training / Final Inspections	1	X	
TOTAL ESTIMATED WORK DAYS TO COMPLETION		108		

All estimated durations are based on a Monday through Friday work schedule.
 Work days are subject to conditions beyond our control. I.E. weather, etc.
 Reasonable allowance for delays to include at a minimum "day for day".
 Estimated Durations DO NOT include schedule or unschedule inspections as necessary.
 It is NOT the intention that any **Activity** will be or is performed concurrently.