

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN CITY OF COOPER CITY
AND SHENANDOAH GENERAL CONSTRUCTION, LLC.**

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

THE CITY OF COOPER CITY, FLORIDA ("CITY"), a municipal corporation of the State of Florida, with a business address of 9090 SW 50th Place, Cooper City, Florida 33026;

and

SHENANDOAH GENERAL CONSTRUCTION, LLC., a Florida limited liability company, located at 1888 NW 22nd Street, Pompano Beach, FL 33069, hereinafter "CONTRACTOR," who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WITNESSETH:

WHEREAS, on July 13, 2021, the PARTIES entered into an AGREEMENT whereby CONTRACTOR agreed to provide sanitary sewer, stormwater, line & manhole rehabilitation services on as needed basis; and

WHEREAS, the parties wish to incorporate the terms and conditions of the Agreement for sanitary sewer, stormwater, line & manhole rehabilitation services, between MANATEE COUNTY, FLORIDA and the CONTRACTOR for the sanitary sewer, stormwater, line & manhole rehabilitation services dated March 1, 2021, ("Manatee County Agreement"). A copy of the Manatee County Agreement is attached hereto as Exhibit "A" and incorporated herein; and,

WHEREAS, the term of the Manatee County Agreement is from date of execution, through and including February 28, 2024 unless terminated by Manatee County pursuant to Article 9, but not to exceed a total number of three (3) years; reserving the right to extend the initial term of three (3)

years for an additional two (2), one year periods not to exceed a total of five (5) years including all renewals; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The prices, terms and conditions of the Manatee County Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work (“Work”) to be performed under this Agreement shall be as set forth in the Manatee County Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto as **Exhibit “B”, for a “not to exceed” amount of \$399,999.00.**

(SIGNATURE PAGE TO FOLLOW)

CITY:

**CITY OF COOPER CITY, a
Florida Municipal Corporation**

ATTEST:

CITY CLERK

BY: _____
CITY MANAGER

APPROVED AS TO FORM

CITY ATTORNEY

CONTRACTOR:

**SHENANDOAH GENERAL
CONSTRUCTION, LLC.**



Signature

Daniel DiMura, President

Title

January 21, 2022

Date

STATE OF Florida

COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Daniel DiMura, as Vice President of **Shenandoah General Construction, LLC.**, and acknowledged that they have executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Daniel DiMura, as President of **Shenandoah General Construction, LLC.**, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this
21 day of January, 2022.

My Commission Expire



NOTARY PUBLIC



Print or Type Name