

FIRST AMENDMENT TO AGREEMENT FOR SEAWALL REPLACEMENT SERVICES

This First Amendment (the "First Amendment") to the Agreement for Golden Gate Point Streetscape Maintenance Services (the "Agreement") between the City of Madeira Beach (the "City") and BCJ 2 LLC, a Florida limited liability company (the "Contractor"), which entities are collectively referred to as the "Parties", is made and entered into this **12th day of August, 2026** (the "Effective Date"), as follows:

WHEREAS, on May 28th 2026, the City and Contractor entered into an Agreement with Contractor for replacement of a section of City Marina seawall for a cost of \$151,900; and

WHEREAS, the City has identified an additional section of City Marina seawall which also needs to be replaced but which had not originally been included within the scope of RFP 26-05; and

WHEREAS, the City has asked the Contractor for a price proposal to complete the additional seawall replacement which Contractor has provided; and

WHEREAS, the City staff has examined the proposed cost and recommends that the additional work be approved by the Commission; and

WHEREAS, the City Commission of the City of Madeira Beach finds that it is in the City's best interests to enter this First Amendment.

NOW, THEREFORE, in consideration of the foregoing exordial clauses, the Parties hereto agree as follows:

1. In addition to the initial Scope of Work set forth in RFP 26-05 and agreed to in the Agreement, the Agreement is hereby amended to add the following scope of work:

Project Description:

Install approximately 40' +/- L/F of new vinyl seawall, concrete cap, anchoring system on the portion of City Marina seawall depicted in **Attachment "A"**.

Contractor's Responsibility:

- Install vinyl sheet piling using Vanguard x 14' long sheets (or equivalent).
- Install a new anchoring system using 1" x 16' steel tie back rods (PVC encased) into concrete deadmen or 1" x 16' hot dip galvanized tie back rods attached to Manta MRSR earth anchors.

- Construct a structural steel cap cage using #4 and #5 grade 60 rebar or fiberglass rebar horizontally and #3 grade 60 or fiberglass rebar stirrups spaced every 12" on center.
- Form & pour a new cap measuring approximately 18"F x 32 +/-"T x 12"B using a minimum 5,000 PSI concrete.
- Fill the corrugated cell between the old and new wall with 4,000 PSI concrete or crushed concrete based on engineers' specifications.
- Install a new drainage system using 1-1/4" x 4' well point drains, 3" above the high-water line and spaced every 6' on center.
- Install one (1) each water and electric chase tubes through cap at owner's direction.

Contractor does not perform any electrical work. All electrical must be completed by licensed electrical contractor. Recommendations will be provided upon request.

Owners Responsibilities:

- Remove and replace all utilities (water and electricity), pavers, fences, shrubbery, sod, irrigation. **(Unless specified above under contractor responsibility)**
- Provide a location to store material and equipment.
- Provide free use of water and electricity.
- All electrical lines will need to be disconnected from the dock.
- The lines will need to be pulled to the landside and wrapped up approximately 5-7' behind the seawall.
- After the seawall construction is complete, Contractor will leave a "chase" tube through the new seawall cap for City's electrician to reconnect the electrical to the dock.
- If electric lines have not been disconnected per the above instructions Contractor cannot begin project until electrical disconnection is completed.

ALL WORK IS SUBJECT TO ENGINEERING AND PERMIT APPROVAL

2. The Contractor shall be paid for the work covered by this First Amendment as follows:

Deposit Fee (non-refundable)	\$ 5000.00
Due upon mobilization	\$ 20,475.00
Due upon seawall cap pour	\$ 20,475.00
Due upon final walk-through acceptance	\$ 1,000.00
Total Cost (Permit and Engineering Additional)	\$ 46,950.00

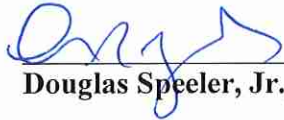
3. Notwithstanding the actual date(s) of execution by the Parties, the Effective Date of this First Amendment shall be the Effective Date provided for in the introductory paragraph.

4. All other terms and conditions of the Agreement shall remain in effect and are not altered by the adoption of this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed.

BCJ 2 LLC

CITY OF MADEIRA BEACH



Douglas Speeler, Jr., Managing Member

Anne-Marie Brooks, Mayor

Attachment "A"
Area of Seawall to be Replaced