

AMENDMENT TO CONSTRUCTION CONTRACT

THIS AMENDMENT (the "Amendment") is made and entered into as of the Effective Date (as defined below), by and between **The City of Margate**, a Florida municipal corporation, (the "Owner"), and **Sisca Construction Services, LLC** (the "Contractor"). The Owner and the Contractor are collectively referred to as the "Parties."

WHEREAS, the Parties entered into a construction contract identified as **Bid No. 2020-014 Margate Fire Station No. 58 – Demolition and Construction** (the "Contract"), which was approved by the City on **November 4, 2020**, by **Resolution No. 20-091**; and

WHEREAS, disputes have arisen between the Parties concerning the performance of the Contract; and

WHEREAS, the Parties desire to resolve all outstanding disputes and amend the Contract as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment Terms

The Owner agrees to pay the Contractor the total outstanding contract price as reflected on the Contractor's Application and Certification for Payment Numbers 30, 31, and 32, plus an additional **One Hundred Eleven Thousand Two Hundred Fifty Dollars (\$111,250.00)**, within twenty (20) days of receipt of an invoice for this amount from Sisca Construction or within thirty (30) days of this Agreement, whichever occurs later, as full and final compensation for all work performed under the Contract. Payment shall be made in accordance with the terms specified in this Amendment and the Contract. The Parties acknowledge and agree that the terms of this Amendment were finalized as of June 5, 2025, and to the extent the Owner makes any payments to Contractor between June 5, 2025, and the Effective Date, such payments shall be deemed payments made in accordance with this Amendment.

2. Mutual Release of Claims

a. Release by Contractor:

Except for the Owner's obligations under this Amendment, the Contractor, on behalf of itself, its officers, directors, employees, successors, and assigns, hereby fully and forever releases and discharges the Owner, its elected officials, employees, agents, and representatives, from any and all claims, demands, causes of action, liabilities, damages, and expenses, whether known or unknown, that have arisen or could arise from the performance of the Contract.

b. Release by Owner:

Except for the Contractor's obligations under this Amendment, Owner, on behalf of itself, its officials, employees, agents, and representatives, hereby fully and forever releases and discharges the Contractor, its officers, directors, employees, successors, and assigns, from any and all claims, demands, causes of action, liabilities, damages, expenses and obligations, including but not limited to any items remaining on the Owner's latest punch list, whether known or unknown, that have arisen or could arise from the performance of the Contract.

3. No Admission of Liability

This Amendment is entered into for the purpose of settling disputed matters and shall not be construed as an admission of liability or wrongdoing by any Party.

4. Authorization

Each Party represents and warrants that the individual signing this Amendment on its behalf has full authority to do so and to bind the respective Party to the terms set forth herein.

5. Miscellaneous Provisions

a. Governing Law:

This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

b. Entire Agreement:

This Amendment constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, or understandings, whether written or oral, concerning the subject matter.

c. Counterparts:

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

d. Severability:

If any provision of this Amendment is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

e. Waiver:

No waiver of any provision of this Amendment shall be effective unless in writing, and no waiver shall be construed as a waiver of any subsequent breach of the same or any other provision.

f. Force Majeure:

Neither Party shall be liable for any delay or failure to perform its obligations under this Amendment due to events beyond its reasonable control, including acts of God, government actions, natural disasters, or pandemics.

g. No Third-Party Beneficiaries:

This Amendment is for the benefit of the Parties only and does not confer any rights or benefits on any third party.

h. Headings:

The headings used in this Amendment are for convenience only and shall not affect the interpretation of its provisions.

i. Further Assurances:

Each Party agrees to take any further actions necessary to carry out the intent of this Amendment.

j. Non-Assignment:

Neither Party may assign or transfer its rights or obligations under this Amendment without the prior written consent of the other Party.

k. Dispute Resolution:

Any dispute arising out of or relating to this Amendment shall be resolved first through good-faith negotiations between the Parties. If the dispute cannot be resolved through negotiation, the Parties agree to submit the dispute to mediation before pursuing any other legal remedies.

l. Indemnification:

Each Party shall indemnify, defend, and hold harmless the other Party from and against any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees, arising from the indemnifying Party's breach of this Amendment or any negligent or wrongful act or omission relating to this Amendment.

In addition to the foregoing, Contractor shall indemnify, defend, and hold harmless the Owner, its elected and appointed officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including but not limited to court costs and reasonable attorneys' fees, whether incurred in litigation, on appeal, or in any bankruptcy or administrative proceeding) arising out of or relating to any construction lien or claim of lien, whether recorded or unrecorded, asserted under Chapter 713, Florida Statutes, or otherwise, by any contractor, subcontractor, sub-subcontractor, material supplier, laborer, or other person or entity providing labor, services, or materials in connection with the Work performed under this Agreement.

Contractor acknowledges that public property owned by the Owner is not subject to construction liens under Florida law, and agrees that it shall not assert or permit any lien or claim of lien to be filed or maintained against such property. Contractor shall take all steps necessary to promptly remove, discharge, bond off, or otherwise eliminate any lien claim asserted against the Project or the Owner arising from the Contractor's performance of the Work, within five (5) days of written notice from the Owner. The obligations under this section shall survive the completion or termination of this Agreement.

m. Compliance with Laws:

Each Party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in carrying out its obligations under this Amendment.

n. Effective Date:

This Amendment shall be effective as of the date of the last signature below (the "Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

CITY OF MARGATE, FLORIDA

By: _____

Name: Arlene R. Schwartz

Title: Mayor

Date: _____

CITY OF MARGATE, FLORIDA

By: _____

Name: Cale Curtis

Title: City Manager

Date: _____

SISCA CONSTRUCTION SERVICES, LLC

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: Jennifer M. Johnson

Title: City Clerk

APPROVED AS TO FORM:

By: _____

David N. Tolces, City Attorney

