

**FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF
HOLLYWOOD AND THE STOUT GROUP, LLC.**

THIS FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT (“First Amendment”) is made and entered into as of the ____ day of _____ 2025, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter “CITY”), and The Stout Group, LLC., a limited liability corporation authorized to do business in the State of Florida (hereinafter referred to as “CONTRACTOR”).

WITNESSETH:

WHEREAS, the CITY and the CONTRACTOR previously entered into a Construction Contract (“Original Agreement”) for construction of the District 1-4 & 6 Traffic Calming Improvement Speed Tables; and

WHEREAS, the CITY and CONTRACTOR agree to enter into this First Amendment to amend the scope of work to the Original Agreement to include the additional services as outlined in Exhibit “A” of this First Amendment (“Additional Services”); and

WHEREAS, the CITY agrees to increase the Original Agreement’s total contract price in an amount up to **two hundred eleven thousand ninety-three dollars and eighty-four cents (\$211,093.84)** for the Additional Services; and

WHEREAS, the CITY and CONTRACTOR agree to an additional 120-day extension to complete the Additional Services.

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions and undertakings contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are incorporated in this First Amendment.

2. That the CITY and CONTRACTOR agree to amend the scope of work to the Original Agreement to include the Additional Services as outlined in Exhibit “A” of this First Amendment.

3. That the CITY agrees to increase the Original Agreement total contract price in an amount up to **two hundred eleven thousand ninety-three dollars and eighty-four cents (\$211,093.84)** for the Additional Services.

4. That the CITY and CONTRACTOR agree to extend the contract time by 120 days to complete the Additional Services.

5. That except as amended herein, the CITY and CONSULTANT ratify, approve and reaffirm the terms of the Original Agreement and the Original Agreement shall remain in full force and effect, except as amended herein. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement and this First Amendment, the terms and provisions of this First Amendment shall control to the extent of any such conflict and ambiguity.

IN WITNESS OF THE FOREGOING, the CITY and CONSULTANT have executed this

First Amendment to the Original Agreement on the date first written above.

CITY OF HOLLYWOOD

By: _____
Josh Levy, Mayor

ATTEST:

Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Damaris Henlon
City Attorney

CONTRACTOR: THE STOUT GROUP, LLC



Title Manager

Date: 12/3/2025

EXHIBIT “A”

ADDITIONAL SERVICES – DISTRICT 5 SPEED TABLE INSTALLATIONS

The Additional Services under this First Amendment include all labor, materials, equipment, supervision, maintenance of traffic (MOT), and incidental items required to construct twenty-three (23) traffic calming speed tables in District 5.

The Contractor shall furnish all materials and perform all work necessary to construct **23 speed tables**, including but not limited to:

- Milling
- Asphalt installation and compaction
- Maintenance of Traffic (MOT)
- Temporary striping
- Permanent thermoplastic striping
- Traffic control signage
- All incidental work required for a complete installation

All work shall be performed in accordance with, and accepted under, the Broward County Traffic Engineering Division (BCTED) standard details and requirements.

The City has included an **Owner’s Contingency of \$50,000** to address unforeseen field conditions and any additional work needed to complete the Additional Services. The Owner’s Contingency shall only be used as requested by City staff with the remaining value to be returned to the City.

The total amount for the Additional Services is **\$161,093.84**. With the inclusion of the **\$50,000.00** for Owner’s Contingency, the total contract increase under this First Amendment is an amount up to **\$211,093.84**.