

FIRST AMENDMENT TO CONTRACT

This FIRST AMENDMENT TO CONTRACT is hereby entered into this _____ day of _____, 2026 by and between the City of Key West, Florida (“CITY”), a municipal corporation whose address is 1300 White Street, Key West, FL 33040 and Cscape Construction, Inc. (“CONTRACTOR”) whose address is 1104 44th Avenue NE, St. Petersburg, FL 33703 who hereby:

WITNESSETH:

WHEREAS, following staff review and recommendation regarding the responses to ITB #23-009 for Key West Mooring Field Inspection and Ground Tackle Replacement, the City Commission, via City Resolution 23-130, awarded a three (3) year contract to Cscape Construction, Inc. (hereinafter “CONTRACTOR”) dated May 17, 2023 and expiring May 25, 2026; and

WHEREAS, the contract provides the following option: “*The contract may be extended for two (2) year terms upon terms and conditions agreed upon by both parties*”; and

WHEREAS, the City received formal written notification from CONTRACTOR dated November 4, 2025, formally requesting to exercise the two (2) year renewal/extension option set forth in the CONTRACT; and

WHEREAS, following discussion and consent of the City Commission, the City Commission hereby desires to formally approve the CONTRACTOR’S written request to extend the CONTRACT for an additional two (2) years beginning May 26, 2026, by execution of this First Amendment to Contract;; and

WHEREAS, the City and CONTRACTOR now desire to formally amend the Agreement by execution of this First Amendment to Contract;

NOW THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this First Amendment to Agreement, the CITY and CONTRACTOR agree as follows:

1. Term: The Agreement expiration is hereby extended to May 25, 2028.
2. Except as modified herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this First Amendment to Contract on the date first written above.

CITY OF KEY WEST, FLORIDA

CSCAPE CONSTRUCTION, INC..

By: _____
BRIAN L. BARROSO, City Manager
City of Key West, Florida

By: _____
SCOTT Mc LELLAN
President and CEO

Date: _____

Date: _____