



**SECOND AMENDMENT TO THE AGREEMENT FOR PURCHASE OF FBS C1282
POLYMER
BETWEEN THE CITY OF PEMBROKE PINES AND
FORT BEND SERVICES, INC.**

THIS AGREEMENT, dated this 26 day of June 2017, *nunc pro tunc* June 1, 2017, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as "CITY",

and

FORT BEND SERVICES, INC., a company authorized to do business in the State of Florida, with a business address of **13303 Redfish Lane, Stafford, TX 77477**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, on June 1, 2015, the CITY and CONTRACTOR entered into an agreement for the purchase and delivery of FBS C1282 Polymer ("Original Agreement") for an initial one (1) year period, which expires on May 31, 2016; and,

WHEREAS, the Original Agreement authorized the option to renew the Agreement for additional one (1) year renewal terms upon mutual consent of the parties; and,

WHEREAS, on May 31, 2016, the CITY and CONTRACTOR entered into the First Amendment for the first one (1) year renewal that ended on May 31, 2017; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement; and,

WHEREAS, the Parties specifically seek to execute the **second one (1) year renewal option**.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The First Amendment is hereby renewed for the **second one (1) year renewal period** commencing on **June 1, 2017** and terminating on **May 31, 2018**.



SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. The original contract as awarded shall remain in full force and effect except as specifically amended by this Second Amendment and the First Amendment.

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

[Signature]
MARLENE D. GRAHAM, 6/26/17
CITY CLERK

CITY OF PEMBROKE PINES
BY: [Signature]
CHARLES F. DODGE,
CITY MANAGER

APPROVED AS TO FORM
[Signature]
OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

WITNESSES

FORT BEND SERVICES, INC.

[Signature]

BY: [Signature]

Gilbert Sanchez

Print Name: Tammy Faber

Print Name

Title: Vice President of Operations

Christy LeBlanc

Christy LeBlanc

Print Name

STATE OF Texas)

COUNTY OF Ft. Bend) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Tammy Faber as VPOf Ops of FORT BEND SERVICES, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of FORT BEND SERVICES, INC., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7th day of June, 2016.

[Signature]
NOTARY PUBLIC

