



City of Pembroke Pines

**FIRST AMENDMENT TO AGREEMENT FOR WATER TREATMENT PLANT
ELECTRICAL RENOVATIONS BETWEEN THE CITY OF PEMBROKE PINES AND
EDWARDS ELECTRIC CORP.**

THIS AMENDMENT (“First Amendment”), dated _____, is entered into 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, FL 33025**, hereinafter referred to as "CITY",

and

EDWARDS ELECTRIC CORP., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **7231 Southern Blvd., #C-2, West Palm Beach, FL 33413**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **February 14, 2024**, the Parties entered into an Agreement (“Original Agreement”) for the furnishing of all labor, materials, equipment, services, and incidentals necessary for the electrical rehabilitation of the CITY’s Water Treatment Plant, in an amount not to exceed \$4,248,950.00, which included an owner’s contingency in the amount of \$348,950.00, and an amount to cover the cost of the Payment and Performance Bonds equal to \$50,000.00; and,

WHEREAS, the Parties have determined that additional work is necessary to replace the bulk diesel, and the day diesel tanks at the CITY’s Water Treatment Plant in order to maintain operational reliability, safety standards, and compatibility with the rehabilitated electrical systems; and,

WHEREAS, CONTRACTOR has submitted a proposal for a change order to perform additional work necessary to replace the bulk diesel, and the day diesel tanks at the CITY’s Water Treatment Plant, which work was not included in the original scope of services under the Original Agreement, and,

WHEREAS, the Parties desire to amend the Original Agreement to incorporate the proposal as more particularly described in **Exhibit “B-2,”** attached hereto and incorporated herein by reference; and,

WHEREAS, the Parties further desire to increase the total compensation under the Original Agreement by \$277,324.92 to compensate CONTRACTOR for the additional work described herein, as more particularly described in **Exhibit “B-2,”** attached hereto, thereby



increasing the total contract amount from \$4,248,950.00 to \$4,526,274.92, and to supplement the terms contained therein as set forth in this First Amendment.

W I T N E S S E T H

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 set forth below:

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

SECTION 2. The Original Agreement is hereby amended to include additional work consisting of the replacement of the bulk diesel and the day diesel tanks located at the CITY's Water Treatment Plant, as more particularly described in **Exhibit "B-2,"** attached hereto. In consideration for the additional work described herein, the total compensation under the Original Agreement shall be increased by TWO HUNDRED SEVENTY-SEVEN THOUSAND, THREE HUNDRED TWENTY-FOUR DOLLARS AND 92/100 CENTS (\$277,324.92), which includes an owner's contingency in the amount of SEVENTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$75,000.00), and costs associated with the required Payment Bond and Performance Bond in the amount of SEVEN THOUSAND, THREE HUNDRED EIGHTY-SIX DOLLARS AND 74/100 CENTS (\$7,386.74). Accordingly, the total contract amount shall be increased from FOUR MILLION, TWO HUNDRED FORTY-EIGHT THOUSAND, NINE HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$4,248,950.00) to FOUR MILLION, FIVE HUNDRED TWENTY-SIX THOUSAND, TWO HUNDRED SEVENTY-FOUR DOLLARS AND 92/100 CENTS (\$4,526,274.92). Except as expressly modified herein, all other terms, conditions, and provisions of the Original Agreement shall remain in full force and effect.

SECTION 3. Section 4.1.1 of the Original Agreement is hereby revised and amended as set forth below:

4.1.1 This contingency authorizes the CITY to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. In addition, CITY shall utilize the owner's contingency to reimburse CONTRACTOR for the related permit, license, impact or inspection fees. Notwithstanding the foregoing, the contract value ("Contract Value") for bonding requirements outlined in Article 8 of this Agreement shall be determined by the cost of the Work or Scope of Work provided in the Agreement and expressly exclude the owner's contingency, the cost of any required Performance Bond and Payment Bond, and allowance, when applicable. Payments will be made to CONTRACTOR based on the actual cost of permits upon submission of paid permit receipts. **It is hereby understood and agreed that the CONTRACTOR shall not expend any dollars in connection with the owner's contingency without the expressed prior written approval of the CITY's authorized representative.** Any owner's contingency funds that have not been utilized at the end of the project will remain with the CITY, the CONTRACTOR shall only be paid for the proposed project cost as approved by the City Commission along with any contingency expenses that were approved by the



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CITY's authorized representative. If the permit fees exceed the owner's contingency indicated, CITY will reimburse the contractor the actual amount of the permit fees required for project completion.

SECTION 4. Article 7 of the Original Agreement, entitled "**Changes in Scope of Work,**" is hereby revised and amended to add Section 7.3, as set forth below:

7.3 In the event the CITY approves a change in the scope of work and increases the Contract Value, CONTRACTOR shall, prior to commencing the modified scope of work, provide additional performance bond and payment bond coverage reflecting the adjusted Contract Value with all of the requirements outlined in Article 8 of this Agreement.

SECTION 5. Section 8.2 of the Original Agreement is hereby revised and amended as set forth below:

8.2 Two (2) separate bonds are required, and both must be approved by the CITY and must comply with all applicable state law. **The penal sum stated in each bond shall be 100% of the Contract Value. The Contract Value is determined by the cost of the Work or Scope of Work provided in the Agreement, and expressly excludes the owner's contingency, cost of the bonds, allowance when applicable, or any other charges outside the scope of Section 255.05, Florida Statutes, or other applicable law.** The Performance Bond shall be conditioned upon the CONTRACTOR's performance of the work in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned upon the CONTRACTOR's promptly making payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in this Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said Agreement which the CITY may be required to make under the law.

SECTION 6. Scrutinized Companies.

6.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

6.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or



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6.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

6.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

6.1.2.2 Is engaged in business operations in Syria.

SECTION 7. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

7.1 Definitions for this Section.

7.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

7.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

7.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

7.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

7.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

7.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

7.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

7.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also



require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 8. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 9. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 10. Human Trafficking. Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 11. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a



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conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this First Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 12. Compliance with Foreign Entity Laws. CONTRACTOR (“Entity”) hereby attests under penalty of perjury the following:

- 12.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 12.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 12.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 12.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);
- 12.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 12.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 13. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 14. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 15. Each exhibit referred to in the Original Agreement, except as repealed



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herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 16. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 17. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:
Jacob G. Horowitz
A563A1DDEFD5417...

BY: _____

MAYOR ANGELO CASTILLO

Print Name: Jacob G. Horowitz
OFFICE OF THE CITY ATTORNEY

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

GABRIEL FERNANDEZ, CITY CLERK

CONTRACTOR:

EDWARDS ELECTRIC CORP.

Signed by:
Signed By: *Tyrone A. Fox*
3D6DB6B9A677426...

Date Signed: June 4, 2026

Printed Name: Tyrone A. Fox

Title: Vice President



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AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: June 4, 2026

ENTITY: Edwards Electric Corp.

SIGNED BY: 
Signed by: 3D6DB6B9A677426...

NAME: Tyrone A. Fox

TITLE: Vice President