



**FIRST AMENDMENT TO AGREEMENT  
FOR THE EMERGENCY REPAIR PROJECT AT THE WATER TREATMENT PLANT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
CARDINAL CONTRACTORS**

**THIS AGREEMENT**, dated this \_\_\_\_ day of \_\_\_\_\_ 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 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

**CARDINAL CONTRACTORS**, a company authorized to do business in the State of Florida, with a business address of **10405 TECHNOLOGY TERRACE, LAKEWOOD RANCH, FLORIDA 34211**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, the CITY operates the City of Pembroke Pines Water Treatment Plant which has been experiencing some discoloration in the water that is being distributed throughout the City;

**WHEREAS**, the CITY requires Emergency Filter Bank Rehabilitation Services to fix one of the factors that is contributing to the discoloration in the water;

**WHEREAS**, the CITY procured pricing for this emergency service under Section 35.18(C)(1) of the Procurement Code;

**WHEREAS**, on July 11, 2016, the City Manager executed an agreement ("Original Agreement") with the CONTRACTOR for the Emergency Filter Bank Rehabilitation Services;

**WHEREAS**, on August 3, 2016, the City Commission ratified the City Manager's approval to enter into a contract with the CONTRACTOR, in the amount of \$990,142, plus a 10% owner's contingency, for a total amount of \$1,089,156.20;

**WHEREAS**, the CITY has discovered that the City's Ion Exchange Units located at the City of Pembroke Pines Water Treatment Plant also need emergency rehabilitation work to make the units fully functional;

**WHEREAS**, the CITY has also requested for the CONTRACTOR to provide recoating of the filter cell interior, inclusive of the interior wall and metal refinishing, that was not included in the original scope of work for the Filter Bank Rehabilitation project;



**WHEREAS**, the CONTRACTOR has provided pricing to perform the emergency rehabilitation of the eight (8) Ion Exchange Units and the Filter Cell Recoating pursuant to Section 35.18(C)(1) of the Procurement Code;

**WHEREAS**, Article 7 of the Original Agreement allows for changes to the scope of work;

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to increase the scope of the contract to include the Emergency Rehabilitation Services for the eight (8) Ion Exchange Units and the Filter Cell Recoating.

### **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 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 Original Agreement is hereby amended to include the Emergency Rehabilitation Services for the eight (8) Ion Exchange Units and the Filter Cell Recoating, as more particularly described in **Exhibit "B"** attached hereto and by this reference made a part hereof.

**SECTION 3.** Article 3 of the Original Agreement is hereby amended by the addition of Section 3.1.1, as follows:

3.1.1 The work to be performed under this First Amendment shall be commenced after CITY execution of the First Amendment and not later than ten (10) days after the date that CONTRACTOR receives CITY's Notice to Proceed. The work shall be completed within one hundred eighty (180) days from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final permit.

**SECTION 4.** Section 4.1 of the Original Agreement is hereby repealed and replaced with the following:

4.1 CITY agrees to compensate CONTRACTOR for all services performed by CONTRACTOR upon issuance of final inspection approval/monthly for work that has been completed, inspected and properly invoiced AN AMOUNT NOT TO EXCEED THREE MILLION, EIGHT HUNDRED FOURTEEN THOUSAND, SIX HUNDRED THIRTY SIX DOLLARS AND TEN CENTS (\$3,814,636.10), which includes:



Description	Amount	10% Owner's Contingency	Total
Emergency Filter Bank Rehabilitation Services	\$990,142.00	\$99,014.20	\$1,089,156.20
Emergency Rehabilitation of the eight Ion Exchange Units	\$2,389,854.00	\$238,985.40	\$2,628,839.40
Filter Cell Recoating	\$87,855.00	\$8,785.50	\$96,640.50
<b>Total</b>	<b>\$3,467,851.00</b>	<b>\$346,785.10</b>	<b>\$3,814,636.10</b>

**SECTION 5.** 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 amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 6.** The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

**SECTION 7.** 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:**

CITY OF PEMBROKE PINES

\_\_\_\_\_  
MARLENE D. GRAHAM,  
CITY CLERK

BY: \_\_\_\_\_  
CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

WITNESSES

**CARDINAL CONTRACTORS**

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_)  
\_\_\_\_\_) ss:  
COUNTY OF \_\_\_\_\_)

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of **CARDINAL CONTRACTORS**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **CARDINAL CONTRACTORS**, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)