



**FIRST AMENDMENT TO THE AGREEMENT FOR
LIME SLUDGE REMOVAL AND HAULING AT THE WATER PLANT
BETWEEN THE CITY OF PEMBROKE PINES AND
WESTWIND CONTRACTING, INC.**

THIS AGREEMENT, dated this ____ day of _____ 2018, 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

WESTWIND CONTRACTING, INC., a company authorized to do business in the State of Florida, with a business address of 3799 W. Hallandale Beach Blvd, Pembroke Park, FL 33023, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **RFP # PSUT-17-01** awarded by the City Commission on **April 5, 2017**, the CITY and CONTRACTOR entered into the Original Agreement for **Lime Sludge Removal and Hauling at the Water Plant** for an initial **two (2) year period**, commencing on **May 1, 2017** and expiring on **April 30, 2019**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for **two (2) additional (2) year terms** upon mutual consent, evidenced by a written Amendment to the Agreement; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties specifically seek to execute the **first two (2) year renewal option**, **align the agreement to the City's fiscal year** and to **amend the Agreement** in accordance with the terms and conditions set forth herein.

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. Section 3.3 of the Original Agreement, is hereby repealed and replaced with the following:

3.3 Termination for Convenience: This Agreement may be terminated by CITY for convenience, upon thirty (30) business days of written notice by the CITY to the CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination. This Agreement may also be terminated by CONTRACTOR for convenience, upon ninety (90) business days of written notice by the CONTRACTOR to the CITY.

SECTION 3. Section 4.2 of the Original Agreement, is hereby repealed and replaced with the following:

4.2 Based on a PER CUBIC YARD FEE, FOR LIME SLUDGE MATERIAL REMOVED AND HAULED, OF AN AMOUNT NOT TO EXCEED EIGHT DOLLARS AND NINETY CENTS (\$8.90), payable in monthly payments for actual services performed.

SECTION 4. The Original Agreement is hereby renewed for the **first two (2) year renewal** period commencing on **October 1, 2018** and terminating on **September 30, 2020**.

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

BY: _____

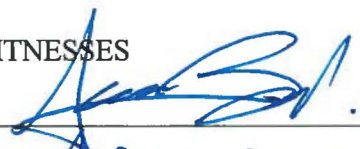
MARLENE D. GRAHAM,
CITY CLERK

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

WITNESSES


ANDRE BOUCHER

Print Name


MOLLY TOLEDO

Print Name

STATE OF FLORIDA)

) ss:

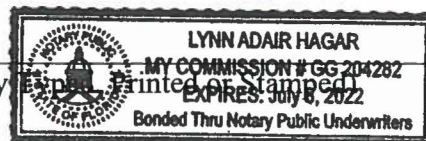
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared WALDEMAN POLIZZI NETO as PRESIDENT of **WESTWIND CONTRACTING, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **WESTWIND CONTRACTING, 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 6th day of AUGUST, 2018.


NOTARY PUBLIC

(Name of Notary)



Attachment _____

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

WESTWIND CONTRACTING, INC.

I, WALDEMAR POLIZZI - NETO, on behalf of _____,
Print Name and Title Company Name

WESTWIND CONTRACTING, INC.
certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

WESTWIND CONTRACTING, INC.

COMPANY NAME



SIGNATURE

WALDEMAR POLIZZI NEO

PRINT NAME

PRESIDENT

TITLE

Must be executed and returned with attached proposal to be considered.