SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PLANTATION AND SOUTH FLORIDA UTILITES INC., FOR ACCESS STRUCTURE AND WETWELL REHABILITATION

THIS SECOND AMENDMENT to Agreement dated this _____ day of ______, 2023, by and between:

CITY OF PLANTATION, FLORIDA

a Municipal Corporation 400 North West 70th Avenue Plantation, Florida 33317 (Hereinafter referred to as "CITY")

and

SOUTH FLORIDA UTILITIES INC.

a Florida Corporation
736 NW 8th Avenue
Ft Lauderdale, FL 33311
(Hereinafter referred to as "CONTRACTOR")

WHEREAS, on June 5, 2020, CITY entered into an Agreement with CONTRACTOR for Access Structure and Wetwell Rehabilitation; and

WHEREAS, the initial term of this Agreement was for two (2) years commencing June 1, 2020; and

WHEREAS, pursuant to the Contract Term section of this Agreement, it allows for the City to extend this Agreement for two (2) additional one (1) year periods, provided the CONTRACTOR also agrees in writing to extension upon such terms as the CITY and CONTRACTOR agree; and

WHEREAS, Amendment No. 1 was executed on January 24, 2022 and became effective on June 1, 2022, whereby parties exercised the first option to renew/extend this Agreement for an additional one (1) year period; and

WHEREAS, the Agreement is set to expire on May 31, 2023 if not extended/renewed; and

WHEREAS, the CITY has determined that the CONTRACTOR has performed in accordance with requirements of the Agreement and wishes to exercise/execute the second one (1) year renewal option pursuant to Contract Term of the Agreement extending the Agreement to May 31, 2024 under the same terms and conditions; and

WHEREAS, both parties concur with amending the Agreement to extend the term of the Agreement through May 31, 2024.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, CITY and CONTRACTOR other good and valuable consideration, the receipt and adequacy of the which are acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. TERM

The term of this Agreement shall be extended through May 31, 2024.

SECTION 3. CONTRACTOR'S COMPENSATION

The rates remain unchanged from the original executed Agreement as per Exhibit "A" attached hereto, and incorporated herein.

<u>SECTION 4.</u> In all other respects, the terms and conditions of the Agreement, as amended, not specifically amended herein remain in full force and effect. In the event of any conflict, this Second Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

SECTION 5. This Second Amendment shall be effective June 1, 2023.

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IN WITNESS WHEREOF, CITY OF PLANTATION AND SOUTH FLORIDA UTILITIES INC. have signed this Second Amendment in duplicate. One counterpart each has been delivered to the CITY and CONTRACTOR.

Attest: April Reggerow City Clerk

CITY OF PLANTATION

By:

Nick Sortal, Mayor

Organized As to Procurement:

April 30, 1953

County

arles Spencer, Procurement Director

Signed, Sealed in the presence of:

SOUTH FLORIDA UTILITIES INC.

a Florida Corporation

(Corporate Seal)

Mark Carpenter, President

EXHIBIT "A" CONTRACTORS COMPENSATION

Item	Description	Unit	Qty	Unit Cost	Total
1	Rehabilitation with Epoxy - 60 mils	Sq. FL	1,000	\$ 20.00	\$ 20,000.00
2	Rehabilitation without Epoxy	Sq. Ft.	1,000	\$ 14.00	\$ 14,000.00
3	Bench/Mud work	Sq. Ft.	100	\$ 70.00	\$ 7,000.00
4	Rings and Covers	Ea.	10	\$1,402.80	\$ 14,028.00
5	Bypass pumping - I invert	Day	5	\$800.00	\$4,000.00
6	Bypass pumping – 2 inverts	Day	5	\$800.00	\$4,000.00
7	Removal of existing pump, rail, base, saddle, etc.	Ea.	10	\$1,503.96	\$15,039.60
8	Vacuum and pressure clean wet well	Hr.	100	\$250.00	\$ 25,000.00
9	Removal of existing piping up to 10" in diameter	Ea.	10	\$ 2,154.00	\$21,540.00
10	Removal of existing piping greater than 10" in diameter	Ea.	10	\$ 2,406.00	\$24,060.00
11	Install new piping and/or elbows up to 10" in diameters,	Ea.	10	\$ 2,658.00	\$26,580.00
12	Install new piping and/or elbows greater than 10° in diameters.6	Ea.	10	\$3,666.00	\$36,660.00
13	Re-install City's pump, rail, seals, saddle, base, pipes, etc.	Ea.	10	\$2,154.00	\$21,540.00
14	Install new pump base (supplied by City)	Ea.	10	\$2,658.00	\$26,580.00
15	6" thick concrete slab	Per yard of concrete	3	\$451.02	\$1,353.06
16	Removal and replacement of 6' diameter Wet well top slab with aluminum double pedestrian access doors 48" x 48" opening.	Ea.	1	\$8,390.11	\$8,390.11
17	Removal and replacement of 8' diameter Wet well top slab with aluminum double pedestrian access doors 66" x 36" opening	Ea.	L	\$9,684.38	\$ 9,684.38
18	Removal and replacement of 10' diameter Wet well top slab with aluminum double pedestrian access doors 66" x 48" opening	Ea.	1	\$ 13,173.01	\$13,173.01
19	Removal and replacement of 12' diameter Wet well top slab with aluminum double pedestrian access doors72" x 60" opening	Ea.	I	\$16,269.07	\$16,269.07
20	Valve vault remove and replacement 8' x 8'slab with aluminum double pedestrian access door 60" x 60" opening	Ea.	4	\$12,507.90	\$ 12,507.90

21	Replacement of valves 4"-6"	Ea.	4	\$1,264.80	\$5,059.20
22	Replacement of valves 8"-10"	Ea.	4	\$1,768.80	\$7,075.20
23	Replacement of valves 12"-16"	Ea.	4	\$2,272.80	\$ 9,091.20
24	Man crew for work not listed	Hr.	100	\$ 128.40	\$12,840.00
Sub-total (Total Job Costs)	s			\$86,467.06	\$ 355,470.74
25	Mobilization (equipment, setup, etc.)	LS	up to 3% of total job costs	\$2,594.00	\$10,664.00
26	Demobilization (back on line, plugs, restoration, etc.)	LS	up to 2% of total job costs	\$1,729.00	\$7,109.00
Total Cost (Items 1 through 26)	s			\$90,790.06	\$373,243.74

Written Total: Three hundred seventy three thousand, two hundred forty three dollars and seventy-four cents

Additional Notes:

- 1. Bidder understands that the Extended Amount for each and every item is the result of multiplying the Estimated Quantity times the Unit Cost stated in figures.
- 2. Bidder agrees to supply the products or services at the prices bid in accordance with the terms, conditions, and specifications contained in this ITB. Pricing must include delivery and be quoted FOB: Destination.
- Domestic material and supplies will be supplied by contractor at cost plus I0% and shall be approved by
 City prior to installation. Invoices will be required for verification prior to starting work. Stainless steel
 nuts and bolts as well as corrosion resistant components are required.
- 4. City reserves the option to supply all or any material and supplies.