

AMENDMENT

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PLANTATION AND ALLIED UNIVERSAL CORP. FOR THE PURCHASE AND DELIVERY OF SODIUM HYPOCHLORITE

THIS FIRST AMENDMENT to Agreement dated this 13 day of November, 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

ALLIED UNIVERSAL CORP.
a Florida Corporation
3901 NW 115th Avenue
Miami, FL 33178
(Hereinafter referred to as "CONTRACTOR")

WHEREAS, on December 8, 2022, CITY entered into an Agreement (078-22) with
CONTRACTOR for Purchase and Delivery of Sodium Hypochlorite; and

WHEREAS, the initial term of this Agreement was for one (1) year from December 8, 2022
expiring December 7, 2023; and

WHEREAS, the CITY has an option to renew this Agreement for four (4) 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, the current Agreement is set to expire on December 7, 2023 if it is not extended
and/or 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 1st of the four (4) one (1) year
renewal option pursuant to Article 3 (Term) of the Agreement extending the Agreement to December
7, 2024 under the same terms and conditions; and

WHEREAS, both parties concur with amending the Agreement to extend the term of the
Agreement through December 7, 2024 with the negotiated/amended unit prices identified herein
remaining firm through this extension; and

WHEREAS, under this Amendment the CITY shall include additional language(s) to align with
current Florida Law(s) and CITY code revisions.

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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 **December 7, 2024.**

SECTION 3. SECTION 3.2 RESPONSIBILITIES OF CONTRACTOR. (B. CONTRACTOR'S COMPENSATION)

The amended rates for services shall be in accordance and found herein and shall remain firm through December 7, 2024.

Item No.	Description	Unit	Unit Price
1.	Sodium Hypochlorite (NaOCl, Bleach) as specified herein TANKER LOAD Manufacturer offered: Allied Universal Corp.	Gallon	\$1.34 <u>\$1.50</u>
2.	Sodium Hypochlorite (NaOCl, Bleach) as specified herein Tanker load is 5,000 gallons (Split between two of Plantation locations) Manufacturer offered: Allied Universal Corp.	Gallon	\$1.36 <u>\$1.56</u>

SECTION 4. PUBLIC AGENCY CONTRACTING

This section is hereby incorporated into this Agreement by execution of this Amendment.

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

- (a) A public agency must require in any contract that the CONTRACTOR, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a CONTRACTOR or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

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- (b) If a CONTRACTOR enters into a contract with a CONTRACTOR, the subcontractor must provide the CONTRACTOR with an affidavit stating 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.
- (c)
1. A public agency, CONTRACTOR, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the CONTRACTOR otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a CONTRACTOR under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

SECTION 5. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTER

This section is hereby incorporated into this Agreement by execution of this Amendment.

CONTRACTOR is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, and that the CITY did not consider the CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR was a responsible CONTRACTOR. CONTRACTOR is further notified that the CITY's governing body did not give any preference to the CONTRACTOR based on the CONTRACTOR's social, political, or ideological interests

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SECTION 6. COMPLIANCE WITH FOREIGN ENTITY LAWS

This section is hereby incorporated into this Agreement by execution of this Amendment

By entering into this Agreement CONTRACTOR is hereby attesting the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes).
- C. 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).
- D. 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: § 288.007(2), Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes).
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

SECTION 7. 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 First Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

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SECTION 8. This First Amendment shall be effective December 8, 2023.

IN WITNESS WHEREOF, CITY OF PLANTATION AND ALLIED UNIVERSAL CORP. have signed this Amendment in duplicate. One counterpart each has been delivered to the CITY and CONTRACTOR.

Attest:

April Beggerow
April Beggerow, City Clerk

CITY OF PLANTATION

By:

Nick Sortal
Nick Sortal, Mayor

As to Procurement:

Charles Spencer
Charles Spencer, Procurement Director



Signed, Sealed in the presence of:

(Corporate Seal)



ALLIED UNIVERSAL CORP.
a Florida Corporation

By:

Jim Palmer
Jim Palmer, President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 26th day of October, 2023, by Jim Palmer, as President/CEO for Allied Universal Corporation, who is personally known to me or who has produced _____ as identification.

Notary Public Signature:

State of Florida at Large (Seal)

Print Name:

Atabeira Piedra

My commission expires: 9/01/2024

