

**FIRST AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND TRIO DEVELOPMENT CORPORATION
FOR SEWER LIFT STATION REHABILITATION AND REPAIR
(PNC2122386B1)**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Trio Development Corporation, a corporation registered to transact business in the State of Florida ("Vendor") (County and Vendor are collectively referred to as the "Parties").

RECITALS

A. The Parties conducted a competitive solicitation for Sewer Lift Station Rehabilitation and Repair, No. PNC2122386B1, which was awarded to Vendor, dated June 2, 2021 (the "Agreement").

B. Subsequently, the costs of related materials have risen, including piping and valving materials, pump accessories, electrical sealing hubs, and concrete materials.

C. The Parties now desire to amend the Agreement to increase the maximum not-to-exceed amount from Fourteen Million Four Hundred and Fifty-Five Thousand Eight Hundred and 0/100 Dollars (\$14,455,800.00) to Fifteen Million Two Hundred Forty Five Thousand Three Hundred Ninety Three and 83/100 Dollars (\$15,245,393.83).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. The Parties hereby agree that maximum amount to be paid by County for the total of all goods and services provided by Vendor for the duration the Agreement is hereby increased from Fourteen Million Four Hundred and Fifty-Five Thousand Eight Hundred and 0/100 Dollars (\$14,455,800.00) to Fifteen Million Two Hundred Forty-Five Thousand Three Hundred Ninety Three and 83/100 Dollars (\$15,245,393.83). County shall be responsible for payment only for goods and services actually received by County pursuant to the Agreement.
3. The Parties hereby agree that the prices that Vendor may charge to County for the line items specified below pursuant this Agreement are hereby amended, indicated herein by use of ~~strike throughs~~ to indicate deletions and **bold/underlining** to indicate additions, as follows:

Item Number	Description	Original Price	First Amendment Price
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PNC2122386B1_1_050	F&I Pipe Bollards	\$100.00	<u>\$160.67</u>
PNC2122386B1_1_052	F&I New 6-foot Chain Link Fence	\$50.00	<u>\$58.00</u>
PNC2122386B1_1_053	F&I 12-foot Chain Link Swing Gate	\$2,500.00	<u>\$2,700.00</u>
PNC2122386B1_1_062	F&I Precast Wet Well Structure (6 foot diameter)	\$600.00	<u>\$662.06</u>
PNC2122386B1_1_063	F&I Precast Wet Well Structure (8 foot diameter)	\$850.00	<u>\$961.28</u>
PNC2122386B1_1_064	F&I Precast Wet Well Structure (10 foot diameter)	\$1,000.00	<u>\$1,246.10</u>
PNC2122386B1_1_065	F&I Precast Wet Well Structure (12 foot diameter)	\$1,100.00	<u>\$1,426.35</u>
PNC2122386B1_1_067	F&I Wet Well Precast Top Slab with 3.5 foot x 5 foot Hatch (8 foot diameter)	\$8,000.00	<u>\$8,696.57</u>
PNC2122386B1_1_068	F&I Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (10 foot diameter)	\$8,100.00	<u>\$9,856.66</u>
PNC2122386B1_1_069	F&I Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (12 foot diameter)	\$8,200.00	<u>\$10,406.06</u>
PNC2122386B1_1_075	F&I 4.5 foot x 7.0 foot Precast Meter Vault	\$2,000.00	<u>\$2,730.81</u>
PNC2122386B1_1_076	F&I 5.5 foot x 8.0 foot Precast Meter Vault	\$3,000.00	<u>\$3,906.29</u>
PNC2122386B1_1_077	F&I 6.5 foot x 9.0 foot Precast Meter Vault	\$4,000.00	<u>\$5,204.82</u>
PNC2122386B1_1_079	F&I 6.0 foot x 6.0 foot Precast Meter Vault	\$16,000.00	<u>\$17,292.56</u>
PNC2122386B1_1_080	Wet Well and Manhole Interior Surface Preparation	\$4.00	<u>\$5.40</u>
PNC2122386B1_1_083	F&I Bitumastic Coating	\$5.00	<u>\$5.55</u>
PNC2122386B1_1_084	F&I Wet Well and Manhole Level II Coating	\$4.00	<u>\$8.30</u>
PNC2122386B1_1_085	F&I Wet Well and Manhole Level III Coating	\$17.00	<u>\$26.05</u>
PNC2122386B1_1_088	F&I Precast Manhole 4 foot diameter 6 feet to 10 feet deep	\$4,000.00	<u>\$4,577.80</u>
PNC2122386B1_1_089	F&I Precast Manhole 4 foot diameter 10 feet to 14 feet deep	\$5,000.00	<u>\$5,721.18</u>
PNC2122386B1_1_090	F&I Precast Manhole 4 foot diameter 14 feet to 18 feet deep	\$6,000.00	<u>\$6,869.91</u>

PNC2122386B1_1_091	F&I Precast Manhole 4 foot diameter over 18 feet deep	\$7,000.00	<u>\$7,979.05</u>
PNC2122386B1_1_092	F&I Reinforced Concrete Slab on Grade (up to 12 inches thick)	\$200.00	<u>\$274.24</u>
PNC2122386B1_1_093	F&I Reinforced Formed Concrete	\$200.00	<u>\$274.24</u>
PNC2122386B1_1_094	F&I Miscellaneous Unreinforced Formed Concrete	\$200.00	<u>\$274.24</u>
PNC2122386B1_1_096	Form and Pour Concrete Sidewalk (6 inch thick unreinforced)	\$60.00	<u>\$72.37</u>
PNC2122386B1_1_099	F&I 4 inch FLG Plug Valve with Stainless Steel Accessories	\$2,500.00	<u>\$2,605.93</u>
PNC2122386B1_1_100	F&I 6 inch FLG Plug Valve with Stainless Steel Accessories	\$3,500.00	<u>\$3,877.71</u>
PNC2122386B1_1_101	F&I 8 inch FLG Plug Valve with Stainless Steel Accessories	\$3,600.00	<u>\$3,855.73</u>
PNC2122386B1_1_102	F&I 10 inch FLG Plug Valve with Stainless Steel Accessories	\$3,700.00	<u>\$4,150.47</u>
PNC2122386B1_1_103	F&I 12 inch FLG Plug Valve with Stainless Steel Accessories	\$3,800.00	<u>\$3,883.46</u>
PNC2122386B1_1_104	F&I 4 inch Check Valve with Stainless Steel Accessories	\$3,500.00	<u>\$3,659.43</u>
PNC2122386B1_1_105	F&I 6 inch Check Valve with Stainless Steel Accessories	\$4,500.00	<u>\$4,835.98</u>
PNC2122386B1_1_106	F&I 8 inch Check Valve with Stainless Steel Accessories	\$4,600.00	<u>\$5,028.00</u>
PNC2122386B1_1_107	F&I 10 inch Check Valve with Stainless Steel Accessories	\$4,700.00	<u>\$5,236.07</u>
PNC2122386B1_1_108	F&I 12 inch Check Valve with Stainless Steel Accessories	\$4,800.00	<u>\$5,953.46</u>
PNC2122386B1_1_109	F&I 4 inch Pump Out Connection	\$2,000.00	<u>\$2,340.26</u>
PNC2122386B1_1_110	F&I 6 inch Pump Out Connection	\$2,500.00	<u>\$3,053.19</u>
PNC2122386B1_1_111	F&I 4 inch MJ Plug Valve with Accessories	\$4,000.00	<u>\$4,180.83</u>
PNC2122386B1_1_112	F&I 6 inch MJ Plug Valve with Accessories	\$4,100.00	<u>\$4,700.27</u>
PNC2122386B1_1_113	F&I 8 inch MJ Plug Valve with Accessories	\$4,200.00	<u>\$4,486.76</u>
PNC2122386B1_1_114	F&I 10 inch MJ Plug Valve with Accessories	\$4,300.00	<u>\$4,675.57</u>
PNC2122386B1_1_115	F&I 12 inch MJ Plug Valve with Accessories	\$4,400.00	<u>\$4,876.15</u>

PNC2122386B1_1_116	F&I 4 inch Flanged DI Piping	\$150.00	<u>\$221.78</u>
PNC2122386B1_1_117	F&I 6 inch Flanged DI Piping	\$155.00	<u>\$254.22</u>
PNC2122386B1_1_118	F&I 8 inch Flanged DI Piping	\$160.00	<u>\$228.85</u>
PNC2122386B1_1_119	F&I 10 inch Flanged DI Piping	\$165.00	<u>\$293.27</u>
PNC2122386B1_1_120	F&I 12 inch Flanged DI Piping	\$170.00	<u>\$333.56</u>
PNC2122386B1_1_121	F&I 4 inch MJ Flexible Joint	\$600.00	<u>\$1,044.05</u>
PNC2122386B1_1_122	F&I 6 inch MJ Flexible Joint	\$700.00	<u>\$1,321.67</u>
PNC2122386B1_1_123	F&I 8 inch MJ Flexible Joint	\$800.00	<u>\$1,672.05</u>
PNC2122386B1_1_124	F&I 10 inch MJ Flexible Joint	\$900.00	<u>\$2,001.02</u>
PNC2122386B1_1_125	F&I Pump Base Elbow and County Supplied Pumps (4 inch Discharge)	\$2,500.00	<u>\$2,583.89</u>
PNC2122386B1_1_126	F&I Pump Base Elbow and County Supplied Pumps (6 inch Discharge)	\$2,700.00	<u>\$2,832.04</u>
PNC2122386B1_1_127	F&I Pump Base Elbow and County Supplied Pumps (8 inch Discharge)	\$2,750.00	<u>\$2,941.11</u>
PNC2122386B1_1_129	F&I Wet Well Vent	\$3,000.00	<u>\$3,815.34</u>
PNC2122386B1_1_130	F&I 1 inch Water Service	\$200.00	<u>\$260.99</u>
PNC2122386B1_1_131	F&I 1 inch Back Flow Prevention Device	\$200.00	<u>\$509.66</u>
PNC2122386B1_1_132	F&I 2 inch Water Service	\$3,000.00	<u>\$3,223.06</u>
PNC2122386B1_1_133	F&I 2 inch Back Flow Prevention Device	\$2,000.00	<u>\$2,577.80</u>
PNC2122386B1_1_134	F&I 4 inch DIP Mechanical Joint Force Main	\$35.00	<u>\$65.16</u>
PNC2122386B1_1_135	F&I 6 inch DIP Mechanical Joint Force Main	\$40.00	<u>\$60.61</u>
PNC2122386B1_1_136	F&I 8 inch DIP Mechanical Joint Force Main	\$50.00	<u>\$80.23</u>
PNC2122386B1_1_137	F&I 10 inch DIP Mechanical Joint Force Main	\$60.00	<u>\$92.05</u>
PNC2122386B1_1_138	F&I 12 inch DIP Mechanical Joint Force Main	\$70.00	<u>\$118.87</u>
PNC2122386B1_1_139	F&I MJ DIP Force Main Fittings and Accessories	\$20.00	<u>\$21.87</u>
PNC2122386B1_1_140	F&I 8 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)	\$50.00	<u>\$60.99</u>
PNC2122386B1_1_141	F&I 8 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)	\$55.00	<u>\$65.99</u>
PNC2122386B1_1_142	F&I 8 inch PVC Sanitary Sewer (C- 900) (14 feet - 18 feet deep)	\$60.00	<u>\$74.22</u>

PNC2122386B1_1_143	F&I 10 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)	\$55.00	<u>\$70.38</u>
PNC2122386B1_1_144	F&I 10 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)	\$60.00	<u>\$75.38</u>
PNC2122386B1_1_145	F&I 10 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)	\$65.00	<u>\$83.19</u>
PNC2122386B1_1_146	F&I 10 inch PVC Sanitary Sewer (C-900) (over 18 feet deep)	\$70.00	<u>\$88.71</u>
PNC2122386B1_1_152	F&I Flanged DIP Fittings	\$15.00	<u>\$17.67</u>
PNC2122386B1_1_153	F&I Pressure Gauge Assembly	\$2,500.00	<u>\$2,721.49</u>
PNC2122386B1_1_154	F&I 1 Tap for Additional Pressure Transducer	\$200.00	<u>\$219.26</u>
PNC2122386B1_1_155	F&I 3 Drain Pipe from Valve Vault to Wet Well	\$1,500.00	<u>\$1,676.55</u>
PNC2122386B1_1_175	Install County Supplied Connection/Isolation Panel (duplex)	\$3,000.00	<u>\$4,094.00</u>
PNC2122386B1_1_177	Install Connection/Isolation Panel (triplex)	\$3,100.00	<u>\$4,471.60</u>

4. Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Vendor hereby represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and for the duration of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

5. Verification of Employment Eligibility. Vendor hereby represents that Vendor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this First Amendment will not violate that statute. If Vendor violates this section, County may immediately terminate this Agreement for cause and Vendor shall be liable for all costs incurred by County due to the termination.

6. Prohibited Telecommunications Equipment. Vendor hereby represents and certifies that Vendor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor hereby represents and certifies that Vendor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of the Agreement.

7. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Vendor hereby represents and certifies that Vendor will comply with Section 26-125(d) of the Broward County Code of Ordinances for the duration of the Agreement.

8. Polystyrene Food Service Articles. Vendor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

9. Ownership Disclosure Requirement. By January 1 of each year, Vendor must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

10. Iron and Steel Products. If this Agreement is for a “public works project” as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

11. Entities of Foreign Concern. The provisions of this section apply only if the Agreement provides access to an individual’s personal identifying information. By execution of this Amendment, the undersigned authorized representative of Vendor hereby attests under penalty of perjury as follows: Vendor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity; and the undersigned authorized representative of Vendor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

12. Anti-Human Trafficking. By execution of this First Amendment by an authorized representative of Vendor, Vendor hereby attests under penalty of perjury that Vendor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Vendor declares that they have read the foregoing statement and that the facts stated in it are true.

13. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates, and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or

understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

14. Preparation of this First Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

15. The Parties agree and acknowledge that through the date this First Amendment is executed by Vendor, Vendor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

16. The effective date of this First Amendment shall be the date of complete execution by the Parties.

17. This First Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to the Agreement: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and Trio Development Corporation, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

Matthew
By Haber Digitally signed by Matthew
Haber
Date: 2024.12.13 16:44:56
-05'00'
Matthew Haber (Date)
Assistant County Attorney

Michael Kerr
By Michael Kerr Digitally signed by Michael
Kerr
Date: 2024.12.16 09:09:16
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Michael J. Kerr (Date)
Chief Counsel

MH/tb
First Amendment_ RFP NO. PNC2122386B1
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**FIRST AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND TRIO DEVELOPMENT CORPORATION
FOR SEWER LIFT STATION REHABILITATION AND REPAIR
(PNC2122386B1)**

VENDOR

TRIO DEVELOPMENT CORPORATION

By Lawrence R. Shortz
Authorized Signer

Digitally signed by
Lawrence R. Shortz
Date: 2024.12.05 09:30:47
-05'00'

Lawrence R. Shortz
Print Name and Title

____ day of _____, 20____