

## **SECOND AMENDMENT**

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**THIS IS SECOND AMENDMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_ 2017, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

**CROWDER-GULF JOINT VENTURE, INC.**, a Florida corporation, having its office and place of business at 5435 Business Parkway, Theodore, AL 36582, hereinafter referred to as "CONTRACTOR."

**WHEREAS**, the parties entered into a Contract for Disaster Debris Recovery Services on September 16, 2014, ("Original Agreement"), and approved by Resolution No. 2014-309; and

**WHEREAS**, the parties entered into a Reinstatement and First Amendment to the Original Agreement on June 17, 2016, approved by City Resolution No. 2016-211; and

**WHEREAS**, the CITY and CONTRACTOR have agreed to extend the Original Agreement for one (1) additional one-year period, and to amend the Performance Bond language; and

### **WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement between CITY and CONTRACTOR, dated September 16, 2014, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending September 15, 2018.

4. Paragraph XX, Performance Bond, of the Original Agreement is hereby amended as follows:

**XX. PERFORMANCE BOND.**

...

B. The CONTRACTOR shall furnish to the CITY, prior to the commencement of operations hereunder, a Performance and Payment Bond shall be executed by the CONTRACTOR, and a surety company authorized to do business in the State of Florida, at a minimum in the amount of (Ten Million) \$10,000,000 up to (One Hundred Million) \$100,000,000 depending on the estimated amount of damage from event, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materials and laborers. The CITY will only accept a Performance and Payment Bond with an A.M. Best rating of 'A-' (Excellent) or better. Said bond shall be subject to the approval by the City Manager and Commission of the City of Pompano Beach, Florida.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the reinstatement and amendment had been originally included in the Original Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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

\_\_\_\_\_  
Commission Number

**"CONTRACTOR":**

Witnesses:

CROWDER-GULF JOINT VENTURE, INC.  
a Florida corporation

Mary Challeil Turner  
Mary Challeil Turner  
Print Name

By: John Ramsay  
JOHN RAMSAY, President

Kerrie A. Noll  
Kerrie A. Noll  
Print Name

STATE OF ALABAMA

COUNTY OF MOBILE

The foregoing instrument was acknowledged before me this 10th day of July, 2017 by JOHN RAMSAY as President of Crowder-Gulf Joint Venture, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

Kelley Williamson  
NOTARY PUBLIC, STATE OF FLORIDA  
Alabama  
Kelley Williamson  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

/jrm  
6/28/17  
L:agr/pw/2017-812

Kelley James Williamson  
Notary Public, Alabama State At Large  
My Commission Expires August 5 2020