

**FIRST AMENDMENT TO AGREEMENT FOR
HYDROGEN SULFIDE CONTROL SERVICES
(Utilizing the City of Orlando Contract)**

THIS FIRST AMENDMENT to the Agreement for Hydrogen Sulfide Control Services (“Amendment”) is made on _____ by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **US Peroxide, LLC dba USP Technologies**, a corporation authorize to do business in the State of Florida (“Contractor”).

WHEREAS, on August 12, 2022, the City and the Contractor entered into an Agreement for Hydrogen Sulfide Control Services (“Agreement”) utilizing the existing contract prices, terms and conditions provided in the Contractor’s contract with the City of Orlando, Florida (“City of Orlando Contract”); and

WHEREAS, the original Agreement was consistent with the terms of City of Orlando’s Contract and valid until August 24, 2024; and

WHEREAS, on August 12, 2024, the City of Orlando and the Contractor amended the City of Orlando Contract to revise the price and extend the term for an additional one (1) year;

WHEREAS, the City has reviewed the price increase from the City of Orlando’s Contract as provided in **Exhibit “A”** and has determined that the price increase is fair and reasonable; and

WHEREAS, the City desires to enter this Amendment with the Contractor and finds this Amendment is in the best interest of the City and serves as a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the City and Contractor agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term of Agreement.** The parties agree that the term of the Agreement is hereby extended to August 23, 2025 with an effective date of August 23, 2024.
3. **Compensation to Contractor.** The City agrees to revise the compensation to the Contractor consistent with the revised price set forth in Exhibit “A”, which is attached hereto and incorporated herein.
4. **Entire Agreement.** The City and the Contractor agree that the Agreement and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

5. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

6. **Scrutinized Companies**

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

E. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

7. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, Agreement with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded an Agreement for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

8. **Compliance with Section 787.06, Florida Statutes (2024).** By signing this Amendment before a notary public and taking an oath under the penalty of perjury, the undersigned on behalf of the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to the Agreement for Hydrogen Sulfide Control Services on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Jamie Brown, Interim City Manager

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney
Director

By: _____
Yannick Ngendahayo, Financial Services

CONTRACTOR: US PEROXIDE, LLC dba USP TECHNOLOGIES



[Corporate Seal]

By: Jordan Butler

Print Name: Jordan Butler

Title: VP/GM USP Technologies

STATE OF Colorado)
COUNTY OF Larimer)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 19 day of September 2024, by Jordan Butler, as the VP/GM [title] of **US Peroxide, LLC dba USP Technologies**, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **US Peroxide LLC, dba USP Technologies** to the same.

[Signature]
Notary Public Signature

Notary Seal:
My Commission expires: 3/22/27

DAMON JARED TALABOCK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234011137
MY COMMISSION EXPIRES MARCH 22, 2027

EXHIBIT "A"
(Schedule of price increase)



Javarie McDonald
Purchasing Agent II
City of Orlando
Procurement and Contracts
July 8, 2024

Re: Price Adjustment for 4th Amendment IFB21-0285

Dear Javarie,

Thank you for the opportunity to renew the current agreement with USP Technologies for odor control in your collection system, we have appreciated the partnership with the City of Orlando and look forward to continuing working with your team. There have been significant changes to cost of raw materials, and the following changes are proposed for the renewal, sharing the cost increase for iron and reducing the cost in two other areas.

- Iron pricing has increased 17% and request an increase of 12.8%
 - Pricing will change from \$1729 to \$1951/dry ton to share added cost
- Peroxide is expected to increase 3% in 2024
 - Price change from the current \$5.27/gal to \$5.43/gal
- Facility Fees changed to reflect current servicing demands (reduce \$1120/month)
 - Billing will be \$560/month for peroxide
 - Billing will be \$560/month for iron
- Earlier the Transportation and Energy Surcharge was reduced from 13% to 5%
 - Surcharge will remain at 5%.

Please let me know if you have any questions.

Regards,

Jim Graham

USP Technologies
Territory Manager, Southeast
(901) 288-7177
jgraham@usp technologies.com



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