

**FIRST AMENDMENT TO AGREEMENT FOR PURCHASE OF GOODS AND
SERVICES
Concrete Utility Poles (Electric Utilities)**

THIS FIRST AMENDMENT ("Amendment") to the Contract for Precast Concrete Utility Poles is made as of _____, 2021, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida ("CITY") and **PRECAST SPECIALTIES, LLC.**, a limited liability company authorized to do business in the State of Florida, hereinafter referred to as the ("CONTRACTOR").

WHEREAS, the City issued Request for Proposal RFP 18-210 for the procurement of Precast Concrete Utility Poles ("RFP"); and

WHEREAS, on September 13, 2018, the CITY and CONTRACTOR entered into the Agreement for Precast Concrete Utility Poles ("Agreement"); and

WHEREAS, the term of the Agreement was for three (3) years with two (2) single year renewal options; and

WHEREAS, the CITY and the CONTRACTOR wish to amend the Agreement to extend the terms of the Agreement for an additional one (1) year; and

WHEREAS, the CONTRACTOR has provided a proposal for unit pricing which is attached hereto as Exhibit "A"; and

WHEREAS, the CITY finds the CONTRACTOR's proposal to be acceptable; and

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves 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 the 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 September 12, 2022.
3. **Unit Prices.** The parties agree that the unit price to be paid by the CITY to the CONTRACTOR shall be those prices set forth in **Exhibit "A"** attached hereto and incorporated herein.
4. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, 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, contract 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, the CONTRACTOR may not be awarded a contract for at least one (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.

5. **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.

6. **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.

7. **Scrutinized Companies.**

- a. The 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 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 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

A handwritten signature in blue ink, appearing to be a stylized 'V' or '2', located in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement for Purchase of Goods and Services (Concrete Utility Poles) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: PRECAST SPECIALTIES, LLC.

[Corporate Seal]

By: _____

Print Name: DEAN J. LOCKE

Title: PRES. / CEO

STATE OF Florida
COUNTY OF St. Lucie

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 17 day of November 2021, by Dean J. Locke, as the Pres/CEO [title] of PreCast Specialties, LLC., a Corporation 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 that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



Notary Seal:

Michelle Degroot
Notary Public Signature

✓

PRECAST

SPECIALTIES

Lake Worth Beach Price Submittal 9/10/2021

<u>POLE LENGTH (OA)</u>	<u>POLE TYPE & CLASS</u>	<u>PRICE</u>
30 FT.	III	\$560
30 FT.	III-G	\$688
35 FT.	III	\$760
35 FT.	III-G	\$760
40 FT.	III	\$966
40 FT.	III-G	\$1026
40 FT.	III-A	\$1026
45 FT.	III	\$1060
45 FT.	III-G	\$1136
45 FT.	III-A	\$1136
45 FT.	III-H 6 kip	\$2315
45 FT.	III-H 8 kip	\$2315
50 FT.	III-A	\$1242
50 FT.	III-H 6 kip	\$2424
50 FT.	III-H 8 kip	\$2424
55 FT.	III-H 6 kip	\$2500
55 FT.	III-H 8 kip	\$2525
55 FT.	III-H 12 kip	\$2810
65 FT.	III-H 8 kip	\$2360
65 FT.	III-H 12 kip	\$3500

* All pricing includes delivery of a full truckload of same size concrete utility poles. This includes 2 hours of off load time

* Pole pricing valid for one year from proposal date 9/10/2021.

3898 Selvitz Road | Fort Pierce, FL 34981

Accounting 3850 East Lake Mary Blvd. | Sanford, FL 32773

1.855.960.7274 | 954.781.4040 | Fax: 954.781.3539 | www.PrecastSpecialties.com | CGC-060216