

**FIRST AMENDMENT TO CONTRACTOR AGREEMENT
(Liquid Sodium Hypochlorite)**

THIS FIRST AMENDMENT to the Contract for Liquid Sodium Hypochlorite ("Amendment") 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 **Allied Universal Corp.**, a corporation authorized to do business in the State of Florida hereinafter referred to as the ("CONTRACTOR").

WHEREAS, the City issued Invitation for Bid IFB #20-107 for the procurement of Liquid Sodium Hypochlorite (IFB); and

WHEREAS, on October 20, 2021, the CITY and CONTRACTOR entered into the Agreement for Liquid Sodium Hypochlorite ("Agreement"); and

WHEREAS, the term of the Agreement was for one (1) year with three (3) 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 submitted a revised rate schedule for the pricing to be provided under this Amendment, which rates are attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the CITY has reviewed the increased rate schedule and determined that the increase is fair and reasonable; 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 October 19, 2022.

3. **Compensation.** The parties agree that the CITY shall compensate the CONTRACTOR under this Amendment based on the rates set forth in **Exhibit "A"**, which is attached hereto and incorporated herein. The rates shall be paid for upon completion of services for each project but not based upon mobilization. The Agreement shall govern the timing of invoicing and payment; not **Exhibit "A"**.

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.

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 Liquid Sodium Hypochlorite 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: Allied Universal Corp.
By: [Signature]
Print Name: Tim Palmer
Title: President / CEO

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 21st day of October 2021, by Tawana Houston, as the HR Generalist [title] of Allied Universal Corp. 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.

Tawana Houston

Notary Seal:





3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

September 24, 2021

City of Lake Worth Beach
Finance Department
7 North Dixie Highway
Lake Worth Beach, FL 33460

SUBJECT: Renewal of Term Contract for Sodium Hypochlorite IFB 20-107

Dear Garry E. Baker,

The subject Contract will expire on October 19, 2021.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twelve (12) month period. If the City would like to exercise the right to renew this Contract for an additional year effective October 20 2021, at the existing terms and conditions and new price below please execute the acceptance below.

Upon execution by your firm's authorized representative, this will be your official notice that the Contract has been extended for (1) year and no additional documentation will be required.

Please note new price effective 10/20/2021-10/19/2022
TL/ \$0.748/gal
LTL/\$0.779/gal

Respectfully,

ALLIED UNIVERSAL CORPORATION

J. Palmer, AUC President - CEO

City of Lake Worth Beach

Title: _____
Date: _____

Cc: Carlos Fernandez, VP of Sales
Tim Koziatek, Southern Regional Sales Manager
Raphael Fernandez, Sales Representative
Sara Moros, Bid Coordinator

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 93rd Street

204 SCM Road

7160 Philips Highway