

SECOND AMENDMENT TO CONTRACTOR AGREEMENT
(Emergency Utility Repairs for Water, Wastewater and Stormwater)

THIS SECOND AMENDMENT (“Amendment”) to the Agreement is made as of 11/1/2021, 2021, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“CITY”) and **B&B Underground Construction, INC.** (“CONTRACTOR”).

WHEREAS, on July 10, 2020, the CITY entered into the Contractor Agreement with the CONTRACTOR for the Emergency Utility Repairs for Water, Wastewater and Stormwater (“Agreement”); and

WHEREAS, CITY and CONTRACTOR wish to amend the Agreement to include the new statutory E-Verify provision and to add additional unit price items which the CITY has determined are necessary and reasonable for CITY’s funded projects; 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 set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follow:

1. **Recitals**. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. **Fee and Ordering Mechanism**. The Agreement is amended at Section 5, Fee and Ordering Mechanism, by amending **Exhibit “C”** of the Agreement, to add the additional unit price items set forth in **Exhibit “1”** attached hereto and incorporated herein. These additional unit price items shall only apply to projects funded by the CITY.

3. **E-Verify**. The Agreement is amended to add the following statutory provision:

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, CONTRACTOR may not be awarded a contract 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.

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.

5. **Legal Effect.** This Amendment shall not become binding and effective until approved by the City Commission.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment. The parties may sign this Amendment electronically and such electronic signature will be treated as an original signature of the signing party.

7. **Amendment.** Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Second Amendment to the Contractor Agreement (Emergency Utility Repairs for Water, Wastewater and Stormwater) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: Juan Ruiz
Juan Ruiz, Interim City Manager

ATTEST:



By: Melissa Ann Coyne, CMC
Melissa Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: Bruce T. Miller
Bruce T. Miller, Financial Services Director

CONTRACTOR: **B&B Underground Construction, INC.**

By: [Signature]

Print Name: Stephen Decker

Title: Pres

[Corporate Seal]

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 22nd day of October 2021, by Stephen Decker, as the President [title] of B&B Underground Construction, INC., a Florida Corporation, 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.

Ernestine Siggers
Notary Public Signature

Notary Seal:



EXHIBIT "1"
(adding the following unit price items to Exhibit "C")

Item No.	Description	U/M	Unit Price
1	Manhole Coating Strong Seal	SF	\$21.15
2	Pipe Cost Increase	LF	\$10.19
3	Fence Replacement	LF	\$42.00
4	Rock Stabilization	LD	\$800.00
5	2" Temporary Water Main W/Services	EA	\$14,318.69