

**SECOND AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES  
(Liquid Sodium Hypochlorite)**

THIS SECOND AMENDMENT to the Contract for Liquid Sodium Hypochlorite (“Second Amendment”) is made as of \_\_\_\_\_, 2022, 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 (“CONTRACTOR”).

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

**WHEREAS**, on October 20, 2021, the CITY and CONTRACTOR entered into the Agreement for Goods and Services (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 exercised the first option and renewed the Agreement through October 19, 2022 (“First Amendment”); and

**WHEREAS**, the CITY and the CONTRACTOR wish to amend the Agreement to exercise the second option and renew 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 Second 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**, due to increased usage, the CITY and CONTRACTOR desire to increase the total maximum costs to be paid by the CITY under the Agreement for each fiscal year to a not to exceed amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) to facilitate further purchases for the remaining term of the Agreement; 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 renewed and extended to October 19, 2023.

3. **Maximum Cost.** The total amount not to exceed under this Agreement shall be \$275,000.00 (Two Hundred Seventy-Five Thousand Dollars) per fiscal year.

4. **Compensation.** The parties agree that the CITY shall compensate the CONTRACTOR under this Second 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.

5. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement, the First Amendment and this Second Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated therein and herein. None of the provisions, terms and conditions contained in this Second 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 and the First Amendment except as amended herein remain in full force and effect.

6. **Counterparts.** This Second 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 Second Amendment digitally 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 Second Amendment to the Agreement for Goods and Services (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.**

[Corporate Seal]

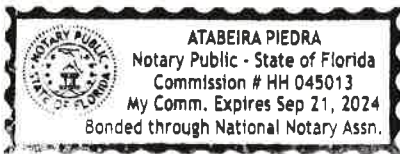
By: Jim Palmer

Print Name: Jim Palmer

Title: President / CEO

STATE OF Florida  
COUNTY OF Miami-Dade

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 31 day of August 2022, by Jim Palmer, as the President/CEO [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.



[Signature]  
Notary Public Signature

Notary Seal:

Exhibit "A"



Headquarters
3991 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

August 5, 2022

Garry E. Baker II
Water Plant Manager | Water Utilities Department
City of Lake Worth Beach
301 College St
Lake Worth Beach, Florida 33460
561-586-1713 Office

RE: Bid 20-107, Sodium Hypochlorite

Dear Mr. Baker,

The above referenced bid is currently under its 1st of 3 one year renewal options; this will expire on October 19, 2022. Due to recent unprecedented disruptions and changes in the chlorine, caustic and bleach markets and logistical issues (shortage of drivers and increasing Fuel cost). Allied would like to continue performing under this contract for the 2nd one year renewal option, at the following new prices, to be effective October 20, 2022 through October 19, 2023.

Sodium Hypochlorite TL \$1.08/Gallon
Sodium Hypochlorite LTL \$1.13/Gallon

All other terms, conditions and specifications will remain the same. If you are in agreement with the offer please indicate your acceptance by signing below and provide a copy of the letter to Bids@Allieduniversal.com no later than August 19, 2022.

Should the City decline this offer and choose to go out for Bid, please note this offer will automatically be revoked. We do ask to be kept in the distribution list as we would like to participate

We appreciate your business and look forward to our continued working business relationship.

Very truly yours,

Allied Universal Corporation

Signature of Jim Palmer
Jim Palmer
VCEO

City of Lake Worth Beach

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_