

**FIRST AMENDMENT TO AGREEMENT
FOR PURCHASE OF GOODS AND SERVICES
(50% Caustic Soda-Water Treatment Chemicals)**

THIS FIRST AMENDMENT to the Agreement for Purchase of Goods and Services (50% Caustic Soda-Water Treatment Chemicals) (“Amendment”) is made as of _____, by and between the **City of Lake Worth Beach** (“CITY”) and **Odyssey Manufacturing, Co.** (“CONTRACTOR”).

WHEREAS, on November 24, 2021, the CITY and CONTRACTOR entered into the Agreement for Purchase of Goods and Services for the CONTRACTOR to supply 50% Caustic Soda-Water Treatment Chemicals on as needed basis to the CITY (“Agreement”); and

WHEREAS, the term of the Agreement was for Three (3) years with the option to renew for two (2) additional one (1) year terms; and

WHEREAS, the CITY and the CONTRACTOR wish to amend the Agreement to extend the term of the Agreement for one (1) additional 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 CONTRACTOR’s proposed increased rate schedule and determined that the increase is fair and reasonable; and

WHEREAS, the CITY and CONTRACTOR wish to increase the total maximum costs to be paid by the CITY to a not to exceed amount of Two Hundred Thousand Dollars (\$200,000.00) per fiscal year; 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 November 23, 2025 unless earlier terminated as stated in the Agreement.
3. **Compensation.** The parties agree that the compensation to be paid by the CITY to the CONTRACTOR under this Amendment is set forth in **Exhibit “A”**, which is attached hereto and incorporated herein.
4. **Maximum Cost.** The total amount not to exceed shall be \$200,000.00 (One Million Eighty Thousand Dollars) per fiscal year.

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. **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 CONSULTANT attests and warrants that the CONSULTANT 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 first Amendment to the Agreement for Purchase of Goods and Services (50% Caustic Soda – Water Treatment Chemicals) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

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

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: ODYSSEY MANUFACTURING, CO.

By: _____
Print name: Patrick A. Allman
Title: General Manager

[Corporate Seal]

STATE OF Florida)
COUNTY OF Hillsborough)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 22nd day of October 2024, by Patrick A. Allman, as the General Manager [title] of **Odyssey Manufacturing, Co.**, 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 **Odyssey Manufacturing, Co.** to the same.

Notary Public Signature

Notary Seal:
My Commission Expires:



Exhibit "A"
Contractor's Proposal



September 17, 2017

Mr. Garry E. Baker II
Water Plant Manager
City of Lake Worth
301 College Street
Lake Worth, Florida 33460

Re: **CITY OF LAKE WORTH BID IFB-21-208**
50% CAUSTIC SODA - WATER TREATMENT CHEMICALS.

Encl: (1) Consumer Price Index History

Dear Garry,

As you know, the subject contract expires on 11/23/2024 having been in place for the past three years. The contract has two one-year renewals remaining. As such, Odyssey Manufacturing Company ("Odyssey") hereby offers to renew the subject contract for another year from 11/24/24 through 11/23/25 under the same terms and conditions with the following price changes:

- Full Truck Load Caustic from \$2.20 per gallon to \$2.52 per gallon
- Partial Truck Load Caustic from \$2.65 to \$3.03 per gallon

The proposed pricing represents a 14.4% increase which is equivalent to the Consumer Price Index (CPI) increase from November 2021 to present (Non-Seasonally Adjusted, Urban South Atlantic, all categories of costs). During the past three years, we have gone through one of the highest inflation periods in this country. Our wage rates have increased up about 25% during the past three years just to keep and maintain CDL drivers which are in very short supply. Our medical insurance benefits to our employees have gone up over \$1.5 million (more than doubling). Our liability insurance has gone up over \$1.5 million during the past three years (which works out to a \$.025 per gallon increase all by itself). All of these increases would be consistent with our request to raise the pricing by the CPI for the past three years.

Thanks for your consideration. Please call me if you have any questions at 1-800-ODYSSEY or cellular (813) 335-3444 or visit our website @www.odysseymanufacturing.com. Thank you for your consideration.

Sincerely,

Patrick H. Allman
General Manager

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com
1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589