

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

THIS SIXTH AMENDMENT (“Amendment”) to the Agreement is made as of _____, 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, pursuant to a competitively bid procurement, the CITY entered into the Contractor Agreement with the CONTRACTOR for the Emergency Utility Repairs for Water, Wastewater and Stormwater (“Agreement”); and

WHEREAS, on February 23, 2021 the CITY and CONTRACTOR amended 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, on November 1, 2021, the CITY and the CONTRACTOR amended the Agreement with two (2) Amendments to add additional unit price items, which the CITY determined were necessary and reasonable for CITY funded projects; and

WHEREAS, on June 6, 2023 the CITY and the CONTRACTOR amended the Agreement to add additional unit price items; to renew the Agreement for an additional one (1) year consistent with the existing terms of the Agreement; to add additional terms to the Agreement for services not covered by unit pricing when such services are funded by the CITY with non-federal funds; and, to add additional federal clauses necessary for services funded by federal funds; and

WHEREAS, on August 8, 2024 the CITY and the Contractor amended the Agreement to extend the Agreement for an additional one (1) year to July 9, 2025

WHEREAS, the CITY and the CONTRACTOR wish to amend the Agreement to add additional unit price items; and

WHEREAS, the CONTRACTOR submitted a new rate schedule for the pricing to be provided under this sixth amendment, which rates are attached hereto as **Exhibit “A”** and incorporated herein; and

WHEREAS, the CITY has reviewed the new unit prices proposed by CONTRACTOR and, based on the CITY’s review of similar services from other vendors and pricing in the current marketplace, the CITY finds such unit prices to be fair and reasonable and acceptable to the CITY; 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 follow:

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

2. **Billing Rate:** For services rendered in conformance with the Agreement and under the term of this Amendment, the CONTRACTOR shall be entitled to compensation consistent with the billing rates set forth in Exhibit "A", which is attached hereto and incorporated herein

3. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement (as previously amended) and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated in the Agreement (as previously amended) and 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.

4. **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.

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

6. **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 CONTRACTOR attests and warrants that the CONTRACTOR 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 Sixth Amendment to the Agreement Emergency Utility Repairs for Water, Wastewater and Stormwater for Disaster Recovery on the day and year first above written:

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Anne 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: B&B UNDERGROUND CONSTRUCTION, INC.

By: _____

[Corporate Seal]

Print Name: STEPHEN DECKER

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 5 day of NOVEMBER 2024, by STEPHEN DECKER, as the PRESIDENT [title] of **B&B Underground Construction, Inc.**, 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 **B&B Underground** to the same.



Laura Demillo
Notary Public Signature

Nota Seal:
My Commission expires: 05/19/2025

EXHIBIT "A"

(New Rate Schedules)

item No	Description	QTY	Unit	Unit Price	Price
	ADDITIONAL ITEMS NOT IN CONTRACT				
W-1	Furnish and Install 4" C900 PVC Water Main	60	LF	\$131.46	\$7,887.60
W-6	Furnish and Install 8" CL350 DIP Water Main	20	LF	\$237.80	\$4,756.00
W-113	Cut Existing Water Main and Connect New	3	EA	\$3,000.00	\$9,000.00
W-90	8" Line Stop	1	EA	\$10,620.00	\$10,620.00
W-37	6"x4" Tapping Sleeve and Valve and Box	1	EA	\$6,476.50	\$6,476.50
W-39	8"x4" Tapping Sleeve and Valve and Box	1	EA	\$6,478.73	\$6,478.73
W-118	Water Main Crew A (Previous Attempt)	12	HR	\$1,800.00	\$21,600.00
GC-4	Non-Emergency Mob/Demob (Previous Attempt)	1	LS	\$2,000.00	\$2,000.00
GC-10	MOT FDOT Right-of-Way (Previous Attempt)	1	LS	\$4,000.00	\$4,000.00