

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

THIS THIRD AMENDMENT to the Contractor Agreement (for Liquid Sodium Hypochlorite) (“Third Amendment”) is made as of _____, 2023, 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 Contractor 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 exercised the first option and renewed the Agreement through October 19, 2022 (“First Amendment”); and

WHEREAS, the CITY and the CONTRACTOR exercised the second option and renewed the Agreement through October 19, 2023 (“Second Amendment”) and increased annual not to exceed amount to Two Hundred Seventy-Five Thousand Dollars (\$275,000.00); and

WHEREAS, the CITY and the CONTRACTOR wish to amend the Agreement to exercise the third 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 Third 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 renewed and extended to October 19, 2024.

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

4. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement (as previously amended) and this Third 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 Third 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 (as previously amended) except as amended herein remain in full force and effect.

5. **Counterparts.** This Third 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 Third Amendment digitally or electronically and such signature is as valid as the original signature of such party.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment to the Contractor Agreement (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: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: Allied Universal Corp.

[Corporate Seal]

By: _____
[Signature]

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 7 day of September 2023, 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:

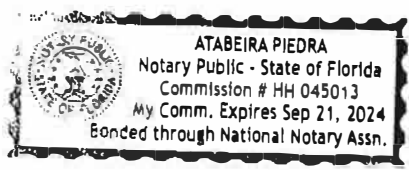


Exhibit "A"

Item	Description	Unit of Measure	Unit Price
	Liquid Sodium Hypochlorite		
	Full Truckload Price	1 Gal	<u>\$ 1.49 /Gal</u>
	Partial Truckload Price (Up to 30,000 Gallons)	1 Gal	<u>\$ 1.54 /Gal</u>