

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

THIS SECOND 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, on December 2, 2024, the CITY and the CONTRACTOR amended the Agreement to renew the Agreement for an additional one (1) year term until November 23, 2025; 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 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, 2026 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 to be paid by the CITY under this Amendment shall not exceed \$200,000.00 (Two Hundred Thousand Dollars).

5. **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 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 previously amended and 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 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 Second Amendment to the Agreement for Goods and Services (50% Caustic Soda – Water Treatment Chemicals) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Yannick Ngendahayo, Financial Services Director



[Corporate Seal]

CONTRACTOR: ODYSSEY MANUFACTURING CO.

By: _____
Print Name: **PATRICK H. ALLMAN**
Print Title: **GENERAL MANAGER**

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

THE FOREGOING instrument was acknowledged before me by means of ☒ **physical presence** or ☐ **online notarization** on this 5TH day of NOVEMBER 2025, by PATRICK H. 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:

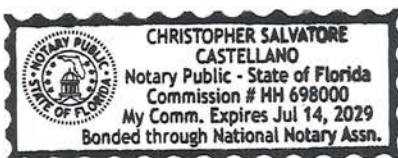


Exhibit "A"
Contractor's Rate Proposal



September 2, 2025

Mr. Michael Suarez
Water Plant Chief Operator
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 Michael,

As you know, the subject contract expires on 11/23/2025 having been in place for the past four years. The contract has one one-year renewals remaining. As such, Odyssey Manufacturing Company ("Odyssey") hereby offers to renew the subject contract for another year from 11/24/25 through 11/23/26 under the same terms and conditions with the following price changes:

- Full Truck Load Caustic from \$2.52 per gallon to \$2.58 per gallon
- Partial Truck Load Caustic from \$3.03 to \$3.10 per gallon

The proposed pricing represents a 2.4% increase which is equivalent to the Consumer Price Index (CPI) increase for the past twelve (12) months (see Enclosure (1)). Over the past year, our delivery costs continued to increase as drivers were given 4.5% average raise increase just to keep and maintain CDL drivers which are in very short supply. Our liability insurance has gone up over \$800,000 during the past year (which works out to a \$.012 per gallon increase all by itself). Lastly, our rail freight to Lantana for caustic railcars went up 5%. All of these increases would be consistent with our request to raise the pricing by the CPI for the past year.

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** Page 4 of 4 (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com
1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589



October 1, 2024

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS, LITIGATION DOCUMENTS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; to sign any permit documents on behalf of Odyssey Manufacturing Co.; and to sign any documents related to litigation by or for Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on October 1, 2024, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st day of April, 2024.


Stephen Sidelko, Secretary

CORPORATE SEAL


Marvin T. Rakes, President



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