

**THIRD AMENDMENT TO AGREEMENT FOR WASTEWATER ODOR CONTROL
CHEMICALS AND SERVICES
(Utilizing the Boynton Beach Contract)**

THIS THIRD AMENDMENT (“Amendment”) to the Wastewater Odor Control Chemicals and Services Agreement (“Agreement”) is made as of the ____ day of _____, 2021, by and between the City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida (“CITY”) and USP Technologies, a Georgia corporation authorized to do business in the State of Florida (“CONTRACTOR”).

WHEREAS, the CITY’s Water Utility Department is in need of a company to provide odor control treatment in the CITY’s sewer collection system; and

WHEREAS, the CITY allows procuring services through “piggybacking” under the CITY’s Procurement Policy and the CITY Code; and

WHEREAS, on or about February 21, 2017, the City of Boynton Beach awarded a contract for Wastewater Odor Control Chemicals and Services under BID #013-2821-17/JMA to the CONTRACTOR (the “Boynton Beach Contract”); and

WHEREAS, on August 7, 2018, the CITY entered into an Agreement with the CONTRACTOR piggybacking the Boynton Beach Contract (the “Agreement”); and

WHEREAS, on March 5, 2019, the Boynton Beach Contract was renewed for an additional year (until March 31, 2020) with two (2) additional twelve (12) month periods remaining; and

WHEREAS, on April 2, 2019, the CITY entered into an amendment to the Agreement with the CONTRACTOR piggybacking the Boynton Beach Contract for an additional twelve (12) month period; and

WHEREAS, on February 14, 2020, the Boynton Beach Contract was renewed for an additional year (until March 31, 2021) with one (1) additional twelve (12) month periods remaining; and

WHEREAS, on April 23, 2020, the City entered into an amendment to the Agreement with the CONTRACTOR piggybacking the Boynton Beach Contract for an additional twelve (12) month period; and

WHEREAS, on February 9, 2021, Boynton Beach Contract was renewed for the final year (until March 31, 2022); and

WHEREAS, the CITY and the CONTRACTOR wish to again amend the Agreement to renew the Agreement for one additional year (until March 31, 2022) with all other terms, conditions and pricing remaining the same.

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 amended for an additional year with said term to terminate on March 31, 2022.

3. **Not to Exceed Amount.** The not to exceed amount for this Amendment shall be \$260,000.00 consistent with the terms of the Agreement (as amended).

4. **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 (not previously amended) remain in full force and effect.

5. **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 or email and such signature is as valid as the original signature of such party.

6. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for

any additional costs incurred by the CITY as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Wastewater Odor Control Chemicals and Services Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

By: _____
Deborah M. Andrea, 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

USP TECHNOLOGIES

By: _____
[Handwritten Signature]

Print Name: Tom Siller

Title: General Manager

[Corporate Seal]

STATE OF VIRGINIA)
COUNTY OF HENRICO)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or online notarization on this ____ day of March 2021, by Tom Siller, as the General Manager of USP Technologies, A Georgia Corporation, which is authorized to do business in the State of Florida, who is personally known to me or who has produced Tom Siller as identification, and who did take an oath that he is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

[Handwritten Signature]
Notary Public Signature

Notary Seal:

Notary Registration Number: 147205

My Commission Expires: 9-30-2023

