

**SECOND AMENDMENT TO CONTRACT
(FLEET SERVICES)**

THIS SECOND AMENDMENT (“Amendment”) to the Fleet Services Contract is made as of the ____ day of _____, 2020, by and between the City of Lake Worth, Florida, a municipal corporation of the State of Florida (“CITY”) and GT Supplies, Inc., a Florida corporation, (“CONTRACTOR”).

WHEREAS, the CITY issued a Request for Qualifications RFQ NO. 16-300 (hereinafter “RFQ”) to provide general automotive and heavy equipment services for the CITY’s fleet stock, (hereinafter the “Services”); and

WHEREAS, the CONTRACTOR submitted a response to perform the Services described and set out in the RFQ and the CITY and CONTRACTOR entered into a contract for services on March 29, 2016 (the “Contract”); and

WHEREAS, the Contract has an initial three (3) year term and the option to renew for up to two (2) additional one (1) year renewals; and

WHEREAS, the CITY and the CONTRACTOR wish to amend the Contract to renew the Contract for one additional year 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 Contract, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term of Contract.** The parties agree that the term of the Contract is hereby amended to March 29, 2021.
3. **Amount Not to Exceed.** The amount not to exceed for this renewal shall be \$80,000.00.
4. **Entire Contract.** The CITY and the CONTRACTOR agree that the Contract and this Amendment set forth the entire Contract 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 None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.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 Contract 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. Scrutinized Companies.

6.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Amendment at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Amendment.

6.2 If this Amendment is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

6.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Amendment.

6.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

6.5 The CONTRACTOR agrees that if it or any of its subcontractors ' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the City of the same.

6.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above stated contracting prohibitions then they shall become inoperative.

**REST OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Fleet Services Contract on the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney
/mpa

GT SUPPLIES, INC.

[Corporate Seal]

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as _____ (title) of _____, a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

By: _____
Notary Public

Print Name: _____

My commission expires: _____