

**SECOND AMENDMENT TO AGREEMENT FOR  
HYDROGEN SULFIDE CONTROL SERVICES  
(Utilizing the City of Orlando Contract)**

THIS SECOND AMENDMENT to the Agreement for Hydrogen Sulfide Control Services (“Amendment”) is made on \_\_\_\_\_ by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **US Peroxide, LLC dba USP Technologies**, a corporation authorize to do business in the State of Florida (“Contractor”).

**WHEREAS**, on August 12, 2022, the City and the Contractor entered into an Agreement for Hydrogen Sulfide Control Services (“Agreement”) utilizing the existing contract prices, terms and conditions provided in the Contractor’s contract with the City of Orlando, Florida (“City of Orlando Contract”); and

**WHEREAS**, the original Agreement was consistent with the terms of City of Orlando’s Contract and valid until August 24, 2024; and

**WHEREAS**, on August 12, 2024, the City of Orlando and the Contractor amended the City of Orlando Contract to revise the price and extend the term for an additional one (1) year period; and

**WHEREAS**, the City and Contractor by First Amendment to the Agreement revised the prices and extended the term to August 23, 2025; and

**WHEREAS**, on June 23, 2025, the City of Orlando and the Contractor amended the City of Orlando Contract to revise the price and extend the term for through August 22, 2026; and

**WHEREAS**, the City has reviewed the revised price (increase) from the City of Orlando Contract (June 23, 2025 amendment) as provided in **Exhibit “A”** and has determined that the price increase is fair and reasonable; and

**WHEREAS**, the City desires to enter this Amendment with the Contractor to extend the term and increase the price; and,

**WHEREAS**, the City finds entering this Amendment is in the best interest of the City and serves as 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 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 from August 23, 2025 to August 22, 2026 (“Amendment Term”).

3. **Compensation to Contractor.** The City agrees during Amendment Term, the compensation to be paid to the Contractor shall be consistent with the revised price set forth in **Exhibit "A"**, which is attached hereto and incorporated herein.

4. **Entire Agreement.** The City and the Contractor agree that the Agreement, First Amendment, and this Second 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 amended herein and by the First Amendment) 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, email or digitally and such signature is as valid as the original signature of such party.

**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 Hydrogen Sulfide Control Services on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

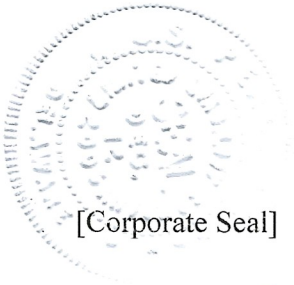
By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director



**CONTRACTOR: US PEROXIDE, LLC dba USP TECHNOLOGIES**

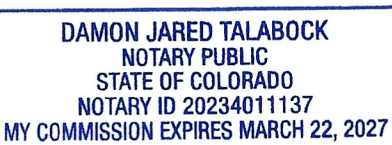
By: Jordan Butler  
Authorized Representative

STATE OF Colorado )  
COUNTY OF Harmer )

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 3rd day of September 2025, by Jordan Butler, as the Vice President & GM [title] of US Peroxide LLC, dba USP Technologies a Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced known to me 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 US Peroxide LLC, dba USP Technologies to the same.

Damon Jared Talabock  
Notary Public Signature

Notary Seal:



## EXHIBIT "A"

(Schedule of price increase)



Javarie McDonald - Purchasing Agent II  
Stuart Guss - Procurement Technician  
City of Orlando  
Procurement and Contracts  
June 13, 2025

**Re: Price Adjustment for 5<sup>th</sup> Amendment IFB21-0285**

Dear Javarie and Stuart,

Thank you for the continued confidence in USP Technologies and the opportunity to renew the current agreement with USP Technologies for odor control in your collection system under the Fifth Amendment. As I mentioned last year, the increase seen by USP in iron costs were significant at 17% over the previous year and we split the impact. Iron continues to be under pressure and is expected to increase 5-7% next year. I am requesting a modest adjustment to the peroxide pricing, and the low end of estimated increases for the iron.

- Iron pricing adjustment for new contract period of 5%
  - Pricing change from the current \$1951 to \$2050/dry ton
- Peroxide adjustment of 4%
  - Price change from the current \$5.43/gal to \$5.65/gal
- Facility Fees unchanged (reduced last year by \$560/month)
  - \$560/month for peroxide
  - \$560/month for iron
- Transportation and Energy Surcharge was reduced earlier from 13% to 5%
  - Surcharge will remain at 5%.

USP appreciates the confidence the City of Orlando has in our program and service and will continue to upgrade equipment as needed. Last year focused on upgrading dosing skid and 2025 will look at possible replacement of iron tank. Please let me know if you have any questions.

Regards,

*Jim Graham*

USP Technologies  
Territory Manager, Southeast  
(901) 286-7177  
jgraham@usptechnologies.com



USP Technologies  
1375 Peachtree Street NE, Suite 300N, Atlanta 30309  
Phone: 404-352-6070 Fax: 404-352-6077

usptechnologies.com  
info@usptechnologies.com