



CONTRACT AMENDMENT

This Amendment #2 for the supply of Liquid Chlorine Contract #20200107 ("Contract"), by and between the City and Contractor, as defined below, shall be effective as of the date this Amendment #2 is fully executed.

Contractor's Full Legal Name:	Brenntag Mid-South, Inc.
Solicitation No./Event ID:	20200107
Solicitation Title/Event Name:	Piggyback: Contract IFB20-0379 Liquid Chlorine Cylinders
Contract Award Date:	09/14/2020
Initial Current Contract Term:	August 10, 2023 with option to renew for 1 additional 12-month period
Current Contract Expiration Date:	August 10, 2023
Requested Contract Expiration Date:	August 10, 2024
Initial Contract Amount:	\$512.00 per ton
Current Contract Amended Amount:	\$1,385.00 per ton
Requested Financial Change Amount:	\$1,975.00 per ton
New Contract Amount:	\$1,975.00 per ton
Amendment No.:	2
Amendment Type:	Renewal

WHEREAS, the Contract, including the previous amendment, is in effect through the Current Contract Expiration Date as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The Compensation provisions of the Agreement are hereby amended to increase the cost of products due to rapid increasing costs of Chlorine. The pricing set forth will be \$1,975.00/ton for the next nine (9) months. The Procurement Department shall be notified of any reductions in pricing as it would supersede the most recently approved price increase in the best interest of the City.

2. **Renewal Period.** The parties hereby agree that the Contract will be extended for an additional period of time as follows:

- Beginning Date of Amendment #2 Term: August 11, 2023
- End Date of Amendment #2 Term: August 10, 2024

The parties agree the Contract will expire at midnight on the date defined as the “End Date of Amendment #2 Term” unless the parties agree to extend the Contract for an additional period of time.

3. **Compensation.** The price per ton is \$1,975.00 effective October 1, 2023 and will remain through the end of the Contract period.

4. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:

- A. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Amendment #2.
- B. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
- C. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
- D. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- E. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
- F. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. Such a cause of action must be filed in accordance with the Venue provision in Section 2(G) of the Contract.

5. **SUCCESSORRS AND ASSIGNS.** This Amendment #2 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

6. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #2, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment #2 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment #2 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Brenntag Mid-South, Inc
Authorized Signature:	
Printed Name and Title of Person Signing:	Ray Sibbitt, Director of Municipal Development
Date:	10/31/23
Company Address:	250 Central Florida Parkway, Orlando, FL 32824

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984