

## **CONTRACT AMENDMENT**

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

| Contractor's Full Legal<br>Name:    | Brenntag Mid-South, Inc.   |
|-------------------------------------|--|
| Solicitation No./Event ID:          | 20200107   |
| Solicitation Title/Event<br>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 2 additional 12-month periods |
| Current Contract Expiration Date:   | August 10, 2023  |
| Requested Contract Expiration Date: | N/A.   |
| Initial Contract Amount:            | \$512.00 per ton   |
| Current Contract Amended Amount:    | N/A.   |
| Requested Financial Change Amount:  | \$1,385.00 per ton   |
| New Contract Amount:                | \$1,385.00 per ton   |
| Amendment No.:                      | 1  |
| Amendment Type:                     | Increase of Commodities  |

WHEREAS, the Contract is in effect through the Current Contract Term 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 cost of products due to rapid increasing costs of Chlorine. The pricing set forth will be \$1,385.00/ton for a six (6) month period. The Procurement Department shall be notified of any reductions in pricing as it would supersede the most recent approved price increase in the best interest of the City.
- 2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract 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 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 to be duly executed by their authorized representatives.

## CONTRACTOR

| Contractor's Full Legal Name:<br>(PLEASE TYPE OR PRINT) | Brenntag Mid-South, Inc                                 |
|---|---|
| Authorized Signature:                                   |   |
| Printed Name and Title of Person<br>Signing:            | Stephanie Ubach - Municipal Bid Manager Stephanie Ubach |
| Date:   | February 9, 2022  |
| Company Address:  | 250 Central Florida Parkway Orlando Fl 32824            |

## THE CITY OF PORT ST. LUCIE

| Authorized Signature:                        |  |
|--|--|
| Printed Name and Title of Person<br>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                    |