

THIRD AMENDMENT TO CONTRACTOR AGREEMENT
(Emergency Utility Repairs for Water, Wastewater and Stormwater)

THIS THIRD AMENDMENT (“Amendment”) to the Contractor Agreement is made as of 5/1/2024, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“CITY”) and **Johnson-Davis Incorporated**, a corporation authorized to do business in the State of Florida (“CONTRACTOR”).

WHEREAS, on July 10, 2020, the CITY entered into the Contractor Agreement with the CONTRACTOR to provide Emergency Utility Repairs for Water, Wastewater and Stormwater for Disaster Recovery to the CITY (“Agreement”); and

WHEREAS, the term of the Agreement was for three (3) years with two (2) additional single year renewal options; and

WHEREAS, on July 15, 2022, the City and the Contractor amended the Agreement to include additional unit price items; and

WHEREAS, on January 4, 2024, the CITY and the CONTRACTOR amended the Agreement to extend the agreement for an additional one (1) year and to include additional Federal Clauses; and

WHEREAS, the CITY and the CONTRACTOR wish to amend the Agreement to extend the terms of the Agreement for additional one (1) year with all other terms and conditions remaining the same; and

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves 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 the CONTRACTOR agree to amend the Agreement, as follow:

1. **Recitals**. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. **Term of Agreement**. The parties agree that the term of the Agreement is hereby extended to July 9, 2025.

3. **Notice**. Notice to the CITY, as provided in paragraph 23.1 of the Agreement is hereby amended to remove Michael Bornstein. Notice shall be directed to the City Manager.

4. **Public Records**. The contact information for the CITY’s public records custodian under Section 32 of the Agreement is amended to replace the email address with cityclerk@lakeworthbeachfl.gov.

5. **Scrutinized Companies.** In addition to the certification provided in paragraph 39.2 of the Agreement, the CONTRACTOR also certifies that it and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List and acknowledges the CITY may immediately terminate the Agreement for false certification or if CONTRACTOR or any of its subcontractors are placed on this list during the term of the Agreement.

6. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement (as previously amended) and this Third 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 Third 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 (as previously amended), except as amended herein, remain in full force and effect.

7. **Counterparts.** This Third 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 Third Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

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SIGNATURE PAGE FOLLOWS**

