

**FIRST AMENDMENT TO AGREEMENT WITH PJ'S LAND CLEARING &
EXCAVATING, INC.
(Removal and Disposal of Lime Sludge)**

THIS FIRST AMENDMENT ("Amendment" hereafter) is made as of the 17th day of MAY, 2016, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and P.J.'S LAND CLEARING & EXCAVATING, INC., 9396 Pinion Drive, Lake Worth, FL 33467 a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, in 2013, the CITY issued Bid UT-WT-12-13-111 for the procurement of goods and services needed for the removal and disposal of lime sludge; and,

WHEREAS, pursuant to a written Agreement dated April 6, 2013 ("Agreement" hereafter) the CONTRACTOR agreed to furnish the goods and services to the CITY for a three year term and also provided that the Agreement and pricing set forth therein may be renewed for another two one year periods; and,

WHEREAS, the CITY and CONTRACTOR desire to renew the term of the Agreement for another one year term under the same terms and conditions and pricing set forth in the Agreement; and,

WHEREAS, the CITY and CONTRACTOR desire to further amend the Agreement to clarify the requirements relating to the disposal of the lime sludge.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. **Term.** The parties agree that the term of the Agreement is hereby extended to April 13, 2017. The CITY, via the CITY MANAGER, and the CONTRACTOR may extend this Agreement for an additional one (1) one-year renewal period.
3. **Disposal.** CONTRACTOR shall dispose of all lime sludge material in accordance with all federal, state, county, municipal and other applicable agency rules, laws, regulations and requirements. CONTRACTOR shall provide a report or other appropriate documentation (as determined by the CITY), if requested, to the CITY showing the proper disposal of such lime sludge material. Such report or documentation shall be provided to the CITY within ten (10) days of a verbal or written request by the CITY requesting same.

4. Entire Agreement. The CITY and the CONTRACTOR agree that this Amendment and the Agreement 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 the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

5. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Amendment is executed by the City Manager.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment.

7. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

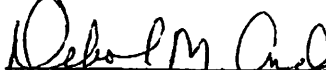
IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this First Amendment to the Agreement for the procurement of goods and services for the removal and disposal of lime sludge as of the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

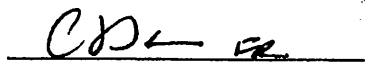
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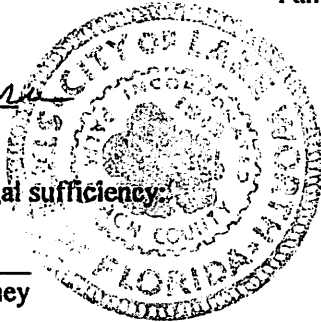
Pam Triolo, Mayor

ATTEST:


for Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency


Glen J. Torcivia, City Attorney



CONTRACTOR:

P.J.'S LAND CLEARING & EXCAVATING,
INC.

By: 

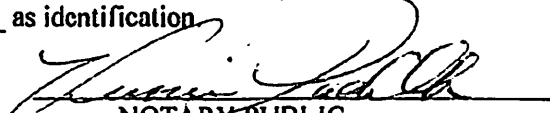
Print Name: Patrick Wilson

[Corporate Seal]

Title: President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th day of April, 2016
by PATRICIA WILSON as PRESIDENT (title), of P.J.'s Land Clearing &
Excavating, Inc., a corporation authorized to do business in the State of Florida, and who is
personally known to me or who has produced the following
_____ as identification


NOTARY PUBLIC

