

SECOND AMENDMENT TO AGREEMENT FOR LIQUID POLYMER SUPPLY AND DELIVERY SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR LIQUID POLYMER SUPPLY AND DELIVERY SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **POLYDYNE, INC.**, a for-profit corporation duly organized in the state of Georgia and authorized to do business in the state of Florida (EIN: 34-1810283) ("Contractor").

WHEREAS, on June 26, 2025, City and Polydyne, Inc. entered into an Agreement for Liquid Polymer Supply and Delivery Services, (the "Original Agreement") City of Ocala Contract Number: WRS/230496 for a term of two (2) years from November 1, 2023, through October 31, 2025; and

WHEREAS, on August 20, 2024, City and Contractor entered into a First Amendment to Agreement for Liquid Polymer Supply and Delivery Services (the "First Amendment"), to renew the Original Agreement for the first of two (2) available one-year renewals from November 1, 2025, and ending October 31, 2026; and

WHEREAS, City and Vendor now desire to renew the Original Agreement for the final available one-year (1-year) renewal term.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning on **NOVEMBER 1, 2026**, and terminating **OCTOBER 31, 2027**.
4. **RENEWAL TERM COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000)** over the Renewal Term in accordance with the unit pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B- Price Proposal** as full and complete compensation for the provision of supply and delivery of liquid polymer services.

If to Contractor:

Polydyne, Inc.
Attention: Boyd Stanley
1 Chemical Plant Rd.
Riceboro, Georgia 31323
Phone: 800-848-7659
E-mail: bids@polydyneic.com

If to City of Ocala:

Jameel Barnes, Director
City of Ocala, Procurement & Contracting Department
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire J. Bethea Sr.
City Council President

Approved as to form and legality:

POLYDYNE, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)