



**FIRST AMENDMENT TO AGREEMENT FOR HYDROFLUOSILICIC ACID SUPPLY AND
DELIVERY – WATER TREATMENT PLANT #1**

THIS FIRST AMENDMENT TO AGREEMENT FOR HYDROFLUOSILICIC ACID SUPPLY AND DELIVERY – WATER TREATMENT PLANT #1 ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **UNIVAR SOLUTIONS USA, INC.**, a for-profit corporation duly organized in the state of Washington and authorized to do business in the state of Florida (EIN# 91-1347935) ("Vendor").

WHEREAS, on March 18, 2020, City and Vendor entered into an Agreement for Hydrofluosilicic Acid Supply and Delivery – Water Treatment Plant #1 (the "Original Agreement") for a term of two years, March 1, 2020 to February 28, 2022; and

WHEREAS, City and Vendor desire to extend the Original Agreement, as written, for the first of two (2) one-year renewal periods available under the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor 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 First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **MARCH 1, 2022** and terminating **FEBRUARY 28, 2023**.
4. **AMENDMENT TO PARAGRAPH 4(A) - UNIT PRICING.** The Unit Pricing set forth in Paragraph 4(A) of the Original Agreement is hereby replaced in its entirety with the following:

| Description | Estimate/Assumption |
|-----------------------------|------------------------------|
| Price per Gallon | \$2.70 |
| Estimated Annual Usage | 15,000 gallons/year |
| Estimated Annual Deliveries | 6 deliveries/year |
| Minimum Delivery Amount | 2,000 gallons/delivery |
| Estimated Delivery Amount | 2,500-2,700 gallons/delivery |

5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor: Univar Solutions USA, Inc.
Attn: Muni Team
6049 Old Highway 41
Tampa, Florida 33980
PH: 253-872-5000 FAX: 253-872-5041
E-mail: muniteam-west@univarsolutions.com

If to City of Ocala: Tiffany L. Kimball, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8366 FAX: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-579-6536
E-mail: rbatsel@lawyersocala.com

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, 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 First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.



8. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First 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 First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

UNIVAR SOLUTIONS USA, INC.

Robert W. Batsel, Jr.
City Attorney

By: _____
(Printed Name)

Title: _____
(Vice President or higher)