

## FIRST AMENDMENT TO AGREEMENT FOR FRONT-LOADING STEEL WASTE CONTAINERS

THIS FIRST AMENDMENT TO AGREEMENT FOR FRONT-LOADING STEEL WASTE CONTAINERS ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **LEWIS STEEL WORKS**, **INC.**, a for-profit corporation duly organized in the state of Georgia and authorized to do business in the state of Florida (EIN# 58-0977402) ("Vendor").

**WHEREAS**, on March 21, 2022, City and Vendor entered into an Agreement for Front-Loading Steel Waste Containers (the "Original Agreement"), City of Ocala Contract Number: PWD/211136 for a term of one (1) year, from March 2, 2022 to March 1, 2023; and

**WHEREAS**, City and Vendor now desire to extend the Original Agreement, as amended, for the one-year renewal period available under the Original Agreement and to amend Exhibit B – Price Proposal.

**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, as amended, 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 2, 2023** and terminating **MARCH 1, 2024**.
- AMENDMENT TO EXHIBIT B PRICE PROPOSAL. The document attached to the Original Agreement as Exhibit B – Price Proposal, is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as Amended Exhibit B – Price Proposal.
- 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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor: Lewis Steel Works

Attn: Benjamin Lewis 613 S. Main Street Wrens, Georgia 30833 PH: 706-547-6561

Email: ben@lewissteelworks.com

If to City of Ocala: Daphne M. Robinson, Contracting Officer

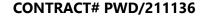
City of Ocala

110 SE Watula Avenue, 3<sup>rd</sup> Floor

Ocala, Florida 34471

PH: 352-629-8343 FAX: 352-690-2025

Email: notices@ocalafl.org





Copy to:

William E. Sexton, Esq., City Attorney

City of Ocala

110 SE Watula Avenue, Third Floor

Ocala, Florida 34471 Phone: 352-401-3972

E-mail: <a href="mailto:cityattorney@ocalafl.org">cityattorney@ocalafl.org</a>

- 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

## Amended Exhibit B – Price Proposal CONTRACT# PWD/211136

Item	Description	иом	Unit Cost
1	2 cubic yard container, no side doors	EA	\$555.00
2	4 cubic yard container, no side doors	EA	\$655.00
3	6 cubic yard slant container, no side doors	EA	\$995.00
4	6 cubic yard container, upright notch back, with side doors	EA	\$995.00
5	8 cubic yard slant container, with side doors	EA	\$1,095.00
6	8 cubic yard container upright notched back, without side doors	EA	\$1.095.00



Title Renewal of Agreement for Front-Loading Steel Waste...

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Status • Signed

## **Document History**

$\mathbb{C}$	12 / 28 / 2022	Sent for signature to William E. Sexton, Esq.
SENT	07:42:21 UTC-5	(wsexton@ocalafl.org) and Lewis Steel Works, Inc.

(ben@lewissteelworks.com) from plewis@ocalafl.org

IP: 216.255.240.104

$\odot$	12 / 28 / 2022	Viewed by William E. Sexton, Esq. (wsexton@ocalafl.org)
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<u>▶ 12 / 28 / 2022</u> Signed by William E. Sexton, Esq. (wsexton@ocalafl.org)

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12 / 28 / 2022 Signed by Lewis Steel Works, Inc. (ben@lewissteelworks.com)

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The document has been completed.

COMPLETED 14:36:40 UTC-5