

**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**.
4. **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](mailto: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](mailto: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: [cityattorney@ocalafl.org](mailto:cityattorney@ocalafl.org)

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

\_\_\_\_\_  
James P. Hilty, Sr.  
City Council President

**Approved as to form and legality:**

**LEWIS STEEL WORKS, INC.**

William E. Sexton  
William E. Sexton, Esq.  
City Attorney

  
By: \_\_\_\_\_  
Lewis Steel Works,  
Inc.  
(Printed Name)  
Title: \_\_\_\_\_  
Vice President  
(Title of Authorized Signatory)

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

| <b>Item</b> | <b>Description</b>                                              | <b>UOM</b> | <b>Unit Cost</b> |
|-------------|-----------------------------------------------------------------|------------|------------------|
| 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       |

|                         |                                                       |
|-------------------------|-------------------------------------------------------|
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## Document History



**12 / 28 / 2022**  
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Sent for signature to William E. Sexton, Esq.  
(ws Sexton@ocalafl.org) and Lewis Steel Works, Inc.  
(ben@lewissteelworks.com) from plewis@ocalafl.org  
IP: 216.255.240.104



**12 / 28 / 2022**  
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Viewed by William E. Sexton, Esq. (ws Sexton@ocalafl.org)  
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**12 / 28 / 2022**  
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Viewed by Lewis Steel Works, Inc. (ben@lewissteelworks.com)  
IP: 209.82.166.112



**12 / 28 / 2022**  
14:36:40 UTC-5

Signed by Lewis Steel Works, Inc. (ben@lewissteelworks.com)  
IP: 209.82.166.112



COMPLETED

**12 / 28 / 2022**  
14:36:40 UTC-5

The document has been completed.