

FIRST AMENDMENT TO AGREEMENT FOR LIME SLUDGE HAULING AND REMOVAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LIME SLUDGE HAULING AND REMOVAL SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ART WALKER CONSTRUCTION, INC.**, a for-profit corporation duly organized and authorized in the state of Florida (EIN: 59-3417034) ("Contractor").

WHEREAS, on February 21, 2024, City and Contractor entered into an Agreement for Lime Sludge Hauling and Removal Services (the "Original Agreement"), City of Ocala Contract No.: WRS/240102, for a term of two years from February 21, 2024, through February 20, 2026; and

WHEREAS, City and Contractor now desire to renew the Original Agreement for the first of two (2) available two-year renewal periods available under the Original Agreement.

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, as amended, 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 Second Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional two (2) year term beginning on **FEBRUARY 21, 2026**, and terminating **FEBRUARY 20, 2028**. Thereafter, this Agreement may be renewed for **ONE (1)** additional **TWO (2) YEAR** period by written consent between City and Contractor.
4. **COMPENSATION.** City shall pay Contractor a price not to exceed **ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
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 Contractor:

Art Walker Construction, Inc.
Attention: Tarrah Walker
PO Box 267
Lowell, Florida 32663
Phone: 352-629-1466
E-mail: office@artwalkerconstruction.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
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

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).** 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 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



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:

ART WALKER CONSTRUCTION, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)