

FIRST AMENDMENT TO AGREEMENT FOR WASTEWATER TANKER SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR WASTEWATER TANKER SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **AMERICAN PIPE & TANK, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3260569) ("Contractor").

WHEREAS, on March 27, 2023, City and Contractor entered into an Agreement for wastewater tanker services (the "Original Agreement") for a term of two (2) years from March 22, 2023, through March 21, 2025; and

WHEREAS, City and Contractor now desire to renew the Original Agreement for the first of two (2) available one-year renewal terms 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 between City and Contractor is hereby incorporated by reference as if set forth herein its entirety and remains in full force and effect except for those terms and conditions expressly amended by this Third Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional (1) one-year term commencing **MARCH 22, 2025**, and ending **MARCH 21, 2026**. This Agreement may be renewed for up to **ONE (1)** additional **ONE (1) YEAR** period by written consent between City and Contractor.
4. **COMPENSATION.** City shall pay Contractor a price not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000)** (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:

American Pipe & Tank, Inc.
Attention: George Conomos
418 Cypress Road
Ocala, Florida 34472
Phone: 352-687-4281 or 352-427-9453
E-mail: office@americanpipeandtankinc.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 Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement 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

Kristen Dreyer
City Council President

Approved as to form and legality:

AMERICAN PIPE & TANK, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)