

## FIRST AMENDMENT TO AGREEMENT FOR LIQUID POLYMER SUPPLY AND DELIVERY SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LIQUID POLYMER SUPPLY AND DELIVERY SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **POLYDYNE, INC.**, a for-profit corporation duly organized in the state of Georgia and authorized to do business in the state of Florida (EIN: 34-1810283) ("Contractor").

**WHEREAS**, on November 29, 2023, City and Polydyne, Inc. entered into an Agreement for Liquid Polymer Supply and Delivery Services, (the "Original Agreement") City of Ocala Contract Number: WRS/230496 for a term of two (2) years from November 1, 2023, through October 31, 2025; and

**WHEREAS**, City and Contractor now desire to renew the first of two (2) one-year renewals 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 between City and Contractor 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 (1) one-year term beginning on **NOVEMBER 1, 2025**, and terminating **OCTOBER 31, 2026**. Thereafter, this Agreement may be renewed for **ONE (1)** optional **ONE (1) YEAR** period by written consent between City and Contractor.
4. **RENEWAL TERM COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **TWO HUNDRED FIFTY THOUSAND, AND NO/100 DOLLARS (\$250,000)** over the Renewal Term in accordance with the unit pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B- Price Proposal** as full and complete compensation for the provision of supply and delivery of liquid polymer services.

If to Contractor:

Polydyne, Inc.  
Attention: Boyd Stanley  
1 Chemical Plant Rd.  
Riceboro, Georgia 31323  
Phone: 800-848-7659  
E-mail: [bids@polydyneic.com](mailto:bids@polydyneic.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](mailto:notices@ocalafl.gov)

Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

5. **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.
6. **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 Agreement. 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.
7. **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:**

**POLYDYNE, INC.**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Title)