

FIRST AMENDMENT TO AGREEMENT FOR QUICKLIME SUPPLY AND DELIVERY

THIS FIRST AMENDMENT TO AGREEMENT FOR QUICKLIME SUPPLY AND DELIVERY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **CARMEUSE LIME & STONE, INC.**, a foreign for-profit corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 25-1254420) ("Contractor").

WHEREAS, on March 27, 2023, City and Contractor entered into an Agreement for supply and delivery of quicklime to City's water treatment plant (the "Original Agreement") for a term of two (2) years from April 19, 2023, through April 18, 2025; and

WHEREAS, City and Contractor now desire to renew the Original Agreement for the first of two (2) available one-year renewals under the Original Agreement and revise the pricing schedule in accordance with the Producer Price Index for Lime Manufacturing.

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 **APRIL 19, 2025**, and ending **APRIL 18, 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 MILLION, EIGHT HUNDRED EIGHTY-THREE THOUSAND, AND NO/100 DOLLARS (\$1,883,000)** as full and complete compensation for the provision of services over the Renewal Term in accordance with the pricing schedule below.

Description	UOM	Price
Quicklime Pebble or Rice Lime 1/2" x 1/8"	Ton	\$479.59

5. **NOTICES.** All notices, certifications or communications required by this Agreement 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:

Carmeuse Lime & Stone, Inc.
Attention: Dana Brooks
11 Stanwix Street, 21st Floor
Pittsburgh, Pennsylvania 15222
Phone: 412-995-5500
E-mail: dana.brooks@carmeuseusa.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 Agreement.

[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

Kristen Dreyer
City Council President

Approved as to form and legality:

CARMEUSE LIME & STONE, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)