



CONTRACT AMENDMENT

This Amendment #3 by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #3 is fully executed.

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| Contractor's Full Legal Name: | Premier Magnesia, LLC. |
| Solicitation No./Event ID: | 20180029 |
| Solicitation Title/Event Name: | Supply Magnesium Hydroxide & Equipment Services at Various Lift Stations |
| Contract Award Date: | December 15, 2017 |
| Initial Current Contract Term: | 12/15/2017 with automatic extension until amended, canceled, or rebid. |
| Current Contract Expiration Date: | N/A |
| Requested Contract Expiration Date: | N/A |
| Initial Contract Amount: | \$2.66 per gallon |
| Current Contract Amended Amount: | \$3.11 per gallon |
| Requested Financial Change Amount: | \$0.62 per gallon |
| New Contract Amount: | \$3.73 per gallon |
| Amendment No.: | 3 |
| Amendment Type: | Renewal |

WHEREAS, the Contract is in effect through the Current Contract Expiration Date as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** Pursuant to Section V of the Contract, there is automatic extension until the Contract is amended, canceled, or rebid. However, Section V of the Contract permits a unit price adjustment every twelve (12) months. Accordingly, the parties hereby agree that the Contract will remain a continuing contract with automatic extension until the Contract is amended, canceled, or rebid, however, the parties agree that the price change, discussed below, will be in effect as follows:

Beginning Date of Amendment #3 Price: December 15, 2023

2. **PRICING.** Prices that will be in effect on December 15, 2023 are as follows:

| Description | Revised Unit Price 19.94% Increase |
|---|------------------------------------|
| Magnesium Hydroxide and Equipment Services (Thiogard) | \$3.73 per gallon |

3. **RECITALS.** Replace the first Whereas clause in Section I – Recitals, with the following: “Contractor is a licensed Delaware Corporation doing business in Florida.”

4. **NOTICES.** Replace Contractor’s contact in Section II – Notices, as follows:

- a. Charis Gehret
75 Giles Place
Waynesville, NC 28786
Telephone: 610-551-9436
Email: cgehret@premiermagnesia.com

5. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:

- 1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
- 2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
- 3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
- 4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the Contract with the subcontractor.
 - a. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
 - b. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. Such a cause of action must be filed in accordance with the Venue provision in Section XXV of the Contract.

6. **SUCCESSORS AND ASSIGNS.** This Amendment #3 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

7. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #3, the Contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment \$3 and the Contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment #3 to be duly executed by their authorized representatives.

CONTRACTOR

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| Contractor's Full Legal Name: (PLEASE TYPE OR PRINT) | Premier Magnesia, LLC |
| Authorized Signature: | <i>Charis gehret</i> |
| Printed Name and Title of Person Signing: | Charis Y. Gehret |
| Date: | 10/11/2023 |
| Company Address: | 75 Giles Place Waynesville, NC 28786 |

THE CITY OF PORT ST. LUCIE

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| Authorized Signature: | |
| Printed Name and Title of Person Signing: | Caroline Sturgis, Director, Office of Management & Budget, and Procurement |
| Date: | |
| City Address: | 121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984 |