

ADDENDUM #2
PROFESSIONAL SERVICES AGREEMENT
CHEMICALS FOR CITY OF EDGEWATER
WATER TREATMENT FACILITIES (ITB-23-ES-07)

By Agreement made and entered into this _____ day of _____, 2025, by and between the **CITY OF EDGEWATER, FLORIDA** (hereinafter referred to as "CITY"), 104 North Riverside Drive, Edgewater, FL 32132 and **CARMEUSE LIME AND STONE** (hereinafter referred to as "CONTACTOR") 11 Stanwix Street, 21st Floor, Pittsburgh, PA, 15222

WITNESSETH

The CITY and CONTRACTOR mutually agree to amend that certain Agreement between the CITY and CONTRACTOR made and entered into on March 6, 2023, as follows:

- 1) Both parties wish to utilize the option contained in **Section 2 - TERM OF THE CONTRACT** by electing to renew the contract for an additional term of one (1) year. Thereby extending the current contract from April 15, 2025, through and until April 14, 2026.
- 2) **Section 3 – COMPENSATION:** The CITY agrees to pay the CONTRACTOR \$518.25 per ton, a 3% increase over the price stipulated in addendum #1.
- 3) The parties acknowledge that all other terms, provisions and conditions of the original Agreement are republished, ratified and reaffirmed by the parties hereto.

IN WITNESS HEREOF the parties have made and executed this Addendum the day and year written above.

ATTEST:

CITY OF EDGEWATER, FLORIDA

Bonnie Zlotnik, City Clerk

By: _____
Jeffrey Thurman, Interim City Manager


Dated _____

WITNESSES:

CARMEUSE LIME AND STONE



DANA BROOKS

By: 

Jonathan Bright, VP - Finance

Dated 1/24/25

Company	EDGEWATER, CITY OF	Date	1/22/2025
To		From	Whitney Kessinger
		Email	whitney.kessinger@carmeuse.com
Tel			
Fax			

Re: City of Edgewater, FL 2025 Quicklime T002

Price Quote : Q-73289-3

Dear ,

Thank you for the opportunity to consider Carmeuse as your business partner.
It is our pleasure to provide you with the following quote offer:

Product	Plant	Product Description	Currency	Incoterms
10597	Jacksonville Luttrell Ter	HiCal QL Terminal Small Pebble Bulk Price Per Unit Product Price : 518.25/TON Min To per Load : 0	USD	DDP

- To place an order, please call Customer Service at 1.800.445.3930.

The following additional information applies:

- **Validity:** Our prices are valid from 4/15/2025 upon formal approval from your side within 30 days.
- Unloading conditions to be communicated through your care (opening hours, security procedures..)
- **Equipment Ship Type:** Pneumatic Trailer
- **Shipping Cond:** Delivered
- **Payment Terms:** 30 days net due. We insist upon payment in due time of our invoices, this being an essential component of your price-offering.
 - Product pricing is subject to change with 30 days written notice.
 - Freight pricing is subject to change with 30 days written notice.

We remain at your disposal for any further information.

[WE CONTRIBUTE TO A BETTER WORLD]

Signatures:

Sales Representative
Whitney Kessinger

Sales Manager
Mackenzie Farone-Waite

STANDARD TERMS

- Unless otherwise noted above, the terms of this offer are valid and may be accepted by Buyer for a period of thirty (30) days from the date of this Quotation, unless sooner revoked by Seller within such time.
- Quoted pricing is based on availability of Product at the time of the purchase order is received by Seller from Buyer.
- All taxes are extra. Taxes will be collected until an exemption certificate, if any, is received
- Any quoted freight prices do not include fuel surcharges. Fuel Surcharges (FSC) adjust monthly and can be found at <https://www.carmeuse.com/na-en/products-services/service/logistics-delivering-products-safely>
- Email all purchase orders and tax exempt certificates to SalesAdminRequests@carmeuse.com for review and approval
- Returns are subject to a \$250.00 restocking fee
- Any freight charges where it is necessary for Carmeuse to prepay for shipment will carry an admin fee of 5.5%
- Alabama Severance Tax will be added where applicable
- Spread Charge will be added where applicable
- Harbor Maintenance Fee if applicable is collected by the federal government. This is a 0.125% tax on the value of cargo to specified docks
- The latest SDS can be found at <https://www.carmeuse.com/eu-en/products-services>
- Enclosed are the Terms and Conditions of Sale and Guidelines for Contract Haulers
- IN NO EVENT SHALL CARMEUSE BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PRODUCT OR CARMEUSE'S OBLIGATIONS HEREUNDER. All sales are expressly contingent upon this limitation of liability. To the extent any purchase order contains terms or conditions in addition or contrary to such limitation, then such terms or conditions are objected to, null and void, and will not form a part of the parties' contract

CARMEUSE AMERICAS STANDARD TERMS & CONDITIONS OF SALE

Orders and Acceptance. Acceptance of all purchase orders ("Purchase Order(s)") whether oral or written, is based upon the express condition that buyer ("Buyer") agrees to the terms and conditions contained in Seller's Quotation and these Carmeuse Americas Standard Terms and Conditions of Sale (collectively the "Agreement"). All sales transactions are expressly limited to the terms and conditions set forth herein. All terms and conditions (including but not limited to additional and/or different terms and conditions) contained in any of Buyer's Purchase Orders or other documents submitted by Buyer are EXPRESSLY REJECTED. The terms and conditions contained in this Agreement are intended by the parties as a final expression to their agreement with respect to such terms and as a complete and exclusive statement of all terms, unless Carmeuse Lime, Inc., including each of its applicable subsidiaries (collectively "Carmeuse" and each a "Seller") approves such change in terms and conditions explicitly and in writing signed by a corporate officer of Carmeuse. No waiver of these terms and conditions or acceptance of other terms and conditions shall be construed from Seller's failure to object to the same.

Buyer's Use. Buyer acknowledges and agrees that Buyer is purchasing the Product from Seller for use at the Buyer operation(s) listed on the Quotation and Buyer shall not use such Product at any other Buyer operation without Seller's written consent. In no event shall Buyer resell or otherwise redistribute the Product unless otherwise expressly agreed to in writing by Seller.

Quotations and Published Prices. All Quotations shall automatically expire on the expiration date listed on the Quotation, but in no event later than thirty (30) days after issuance and Seller may withdraw the Quotation by notice to Buyer within that period. Seller, at its sole option, may extend the validity of written Quotations up to six (6) months. Oral quotations shall expire in thirty (30) days. All



quoted prices for Products sold by Seller pursuant to any Purchase Order are F.O.B. stated shipping point, unless otherwise specified in Seller's Quotation. Delivered prices are based on transportation prices available to Seller at time of Quotation and are subject to change. Pricing of aggregate assumes normal residual moisture content, including free moisture in the case of washed materials. Prices shown on published price lists and other literature issued by Seller do not represent unconditional offers to sell and are subject to change without notice.

Delivery. All transportation costs and expenses for the delivery of the Products by Seller shall be paid by Buyer. Unless otherwise stated, Seller's quoted prices do not include shipping charges, including but not limited to fuel surcharges and administrative fees. Seller will use reasonable efforts to load Buyer's trucks, rail cars, lake vessels or barges within minimum/maximum load limits, provided that Seller shall not be liable for overweight charges or fines, or minimum charges for light loaded cars or trucks. Buyer shall reimburse Seller for all ancillary or additional charges or fees incurred by Seller related to transportation and delivery of the Products, including but not limited to, demurrage charges, dead freight, charges related to low water, ice break fees, charges for spotting, switching, handling, storage, or other services, and all such additional charges and fees shall be added to Buyer's invoice.

Payment. Unless otherwise stated in Seller's Quotation, payment terms are net thirty (30) days from the date of Seller's invoice. No discounts are allowed for early payment. Seller reserves the right to require payment in advance of shipping if the creditworthiness of Buyer is unsatisfactory as determined in Seller's sole discretion. Past due invoices are subject to a monthly service charge at a rate equal to the lesser of 1½ % per month or the maximum rate from time to time permitted by applicable law. Seller may revoke credit approval or alter payment terms at any time or may request reasonable payment security be provided by Buyer. If an invoice is past-due, in addition to other rights and remedies to which Seller is entitled, Seller may suspend delivery of Product until all sums due, or shall become due, have been paid. If there is an adverse change to Buyer's financial condition, Seller may require adequate assurances of performance be provided by Buyer and if Buyer fails to provide such assurances, payment terms shall automatically be modified to a cash advance basis until such assurances are provided, or Seller may terminate future orders subject to the terms of the Quotation. Upon Seller bringing an action at law or equity for collection or repossession of Product, Buyer shall be liable to Seller for all costs incurred for such action, including, but not limited to, reasonable attorneys' fees, prejudgment interest at the maximum rate which the law allows, and post judgment interest at the maximum rate which the law allows. The exercise of any rights hereunder shall not be deemed a waiver by Seller of any other existing rights which Seller may have under applicable laws.

Weights. The weight of the Product used for invoicing shall be determined by Seller's certified scales, or if delivered by barge, weight of the Product shall be determined by Seller at its expense via barge draft at the time of loading.

Forecasts. Buyer must purchase the amount of Product contained in the Quotation (either the minimum quantity or percent of Buyer's requirements). Buyer shall provide Seller with a forecast of Buyer's requirements for Product by month. In no event will Seller be required to supply Buyer more than the amount of Product contained in Seller's Quotation or any written forecast.

Taxes. Seller's prices do not include federal, state, or local taxes, including sales, use, property, import/export, value added, excise or similar tax payments. Seller shall bill as a separate invoice line item all such taxes and Buyer agrees to pay and/or reimburse Seller for any such applicable taxes.

Order Changes/Cancellation. Requested changes to Purchase Orders are subject to Seller's written approval. Buyer shall reimburse Seller for all additional costs and expenses related to any such change. Buyer's cancellation of any Purchase Order is subject to Seller's receipt of Buyer's prior written notice not less than thirty (30) days before any Product is shipped. In the event of any whole or partial cancellation of a Purchase Order by Buyer, Buyer shall pay to Seller the reasonable costs and expenses incurred by Seller prior to Seller's receipt of the cancellation notice plus Seller's usual rate of profit for similar Product on the portion of the Purchase Order canceled. All sales are final. Product may not be returned without Seller's prior written consent. If Seller consents to the return of Product hereunder, a cancellation fee shall be charged to Buyer at a rate of ten percent (10%) of the total cost of the Product contained in the Purchase Order.

Title/Risk of Loss. Unless otherwise specified on the Quotation, title to and risk of loss of the Product shall pass to Buyer upon Seller's delivery thereof to a carrier or upon Buyer's removal of the Product from Seller's plant or terminal; thereafter risk of loss to the Product shall be borne by Buyer.



Delivery/Access. All delivery/performance dates indicated on Seller's documents are approximate and are based upon the prompt receipt of all necessary information from Buyer required for delivery of the Product. Seller will use reasonable efforts to meet the indicated delivery/performance dates but shall not be held responsible for delays caused by carriers. In the event of any delivery delay caused by Buyer, Seller will store and handle all Product ordered at Buyer's risk and will invoice the Buyer for the unpaid portion of the contract price plus storage, insurance, and handling charges on or after the date on which the Products are ready for shipment. Buyer shall provide suitable roadways or approaches to points of delivery. If delivery is requested beyond the curb line, Buyer assumes all liability for damage to sidewalks, driveways or other property. Buyer must arrange in advance with Seller's dispatcher for deliveries of Product at times other than normal working hours which may result in extra charges.

Security Interest. Until such time as Seller has received payment in full for all Product shipped, Buyer shall grant to Seller a purchase money security interest in the Product. Buyer will assist Seller in taking necessary action to protect Seller's security interest. All checks or other commercial paper shall be accepted subject to collection, and the foregoing security interest shall remain until such time as funds are actually collected.

Warranty. Seller warrants to Buyer that all Product sold by Seller shall conform with Seller's published specifications, attached hereto (if any), when loaded onto the carrier at the point of shipment (the "Specifications"). Within ten (10) days following delivery of any lime Product supplied by Seller, Buyer shall have the right to reject delivery of the lime if such lime failed to comply with the Specifications at the time of loading at the point of shipment by providing written notice to Seller of the non-conformance. Should Seller not receive said notice from Buyer within ten (10) days following Product delivery, the lime Product shall be deemed accepted. Within thirty (30) days following delivery of any limestone or aggregate Product supplied by Seller, Buyer shall have the right to reject delivery of the limestone or aggregate Product if such Product failed to comply with the Specifications at the time of loading at the point of shipment by providing written notice to Seller of the non-conformance. Should Seller not receive said notice from Buyer within thirty (30) days following Product delivery, the limestone/aggregate Product shall be deemed accepted. If any Product sold by Seller fails to meet the Specifications when loaded on the carrier at the point of shipment and Buyer provides notice within the required timeframe, Seller will, at its sole option either: (1) refund the amount paid by Buyer to Seller for the defective Product, or (2) replace any defective Product free of charge. Any claim by Buyer that Seller supplied defective Product is subject to verification by Seller. The foregoing warranty does not apply if the Product has been subject to misuse, mishandling, neglect, (including without limitation improper storage), accident or modification not expressly authorized by Seller. Buyer acknowledges that Product may degrade by improper handling after leaving Seller's facility or terminal, or may contain impurities that render the materials unacceptable for certain applications and that all such Product is excluded from the warranties stated herein. THE PRODUCT IS BEING SOLD ON AN "AS-IS" BASIS AND SELLER DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, AND EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS PARAGRAPH, SELLER MAKES NO FURTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE. This warranty contains Seller's sole liability and Buyer's sole and exclusive remedies related to Product delivery and is expressly in lieu of all other remedies based in law or equity.

Limitation of Liability/Indemnity. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, EXPENSE OR DAMAGE CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF THE ACTS OR OMISSIONS OF BUYER OR THIRD PARTIES, WHETHER NEGLIGENT OR OTHERWISE. IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CAUSE OF ACTION WHATSOEVER EXCEED THE AMOUNT PAID BY BUYER FOR THE PRODUCT GIVING RISE TO THE CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER SUCH INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES), WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Buyer hereby agrees to indemnify, defend and hold Seller harmless from any and all losses, liabilities, claims, demands, damages or expenses, directly or indirectly arising from Buyer's handling, use, or sale of the Products (whether authorized or unauthorized) or from any cause relating thereto. Any loss, claim, demand, damage or expense by Buyer related to the Product sold hereunder for any cause shall be deemed waived by Buyer unless submitted to Seller in writing within the time period prescribed in the Warranty section above.



Seller's Premises. While on Seller's premises, Buyer's employees, invitees, and subcontractors (including subcontractors or carriers used for the purpose of transporting Material) shall be subject to and shall observe such safety and other rules and regulations as Seller may then have in force at such premises. Buyer shall confine its employees, invitees, and subcontractors to that portion of Seller's premises where work is to be performed and to such in-plant roads leading to and from such site as Seller authorizes Buyer to use. Buyer shall assume sole responsibility for the safety of, and shall take all necessary measures and precautions at all times to prevent injury to, its employees, subcontractors' employees and others who enter upon Seller's premises for reasons relating to any Purchase Order. Buyer shall also take all necessary measures and precautions to protect and to avoid damage to or loss of property while on Seller's premises. Compliance with MSHA, OSHA, or any other regulatory agency rules are a condition of entry to Seller property. Buyer shall indemnify, defend, and hold Seller harmless from any and all losses, liabilities, claims, damages, and expenses arising from injury to, or the death of, any person, or damage to or the loss of any property, caused or occasioned by the acts or omissions of Buyer, their employees, invitees, and subcontractors while on or about Seller's premises in connection with any matter relating to the performance of a Purchase Order.

Excuse of Performance. Neither party shall be liable for any delay or failure to perform to the extent such performance is prevented, hindered, or delayed by reasons or acts of God, fire, flood, explosion, war, riot, embargo, pandemic, labor disputes, strikes, shortage of utilities, material or labor, delay in transportation, compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities, or the public enemy, or any act or event of any nature reasonably beyond such party's control ("Force Majeure Event"). In such circumstances, Buyer or Seller may cancel the portion of a Purchase Order issued pursuant to this Agreement subject to such delay by giving prompt written notice, provided that such cancellation shall apply only to that portion of the Purchase Order affected by the foregoing circumstances and the balance of the Purchase Order shall continue in full force and effect. Nothing herein contained shall be construed as requiring Seller accede to any demands of labor, or labor unions. If Seller is unable to provide Product because of a Force Majeure Event, then Seller will, at Buyer's option, use reasonable efforts to cause Product to be delivered to Buyer from other facilities within Seller's supply network, provided that Buyer shall pay Seller for all additional costs incurred by Seller for delivering Product from such alternative supply location.

Performance. Seller's obligation to perform hereunder is subject to the availability of Products sold hereunder at Seller's plant at the time shipment is required, and, in the event of shortage, Seller shall be obligated to sell and deliver only Buyer's pro rata share of Products available.

Waiver. No condoning, excusing or waiver by any party of any default, breach or nonobservance by any other party, at any time or times with respect to any covenants or conditions set forth herein shall operate as a waiver of that party's rights with respect to any continuing or subsequent default, breach or nonobservance, and no waiver shall be inferred from or implied by any failure to exercise any rights by the party having those rights.

Severability. Should any provision of these terms and conditions be declared by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby, it being the intent of the parties that they would have executed the remaining portion without including any such part or portion which may for any reason be declared invalid.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (excluding its conflict of laws provisions), including the provisions of the UCC in Pennsylvania. The venue for any proceeding pertaining to any claim under this Agreement shall be in Pittsburgh, Pennsylvania.

Entire Agreement/Amendment. Seller and Buyer agree that the terms and conditions set forth herein constitute their complete and exclusive agreement regarding the subject matter of this Agreement and supersede any prior communications, representations or agreements of the parties, whether oral or written and cannot be altered, amended, or modified except in writing executed by an authorized representative of each party.



Assignability. Buyer shall not assign any rights or obligations hereunder without Seller's prior written consent. To the extent that assignment is permitted, this Agreement shall inure to the benefit of and be binding upon each party and its permitted successors and assigns.

Change in Law. It is expressly agreed that if there is an impact to Seller's costs as a result of pending, changed, amended, or enacted Federal, State or local law, legislation, regulation or order, including but not limited to, those related to, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, CO2 cap and trade law or regulation, water and soil standards, mining tax, or any other law or regulation (collectively a "Change in Law"), the purchase price of the Product shall be adjusted in order to cover the increased costs associated with such Change in Law.

Breach. If either party breaches this Agreement, such breach has a material effect on the performance of this Agreement, and such breach continues for a period of thirty (30) days after written notice from the non-breaching party to the breaching party, the non-breaching party may terminate this Agreement. Subject to the terms hereof, the non-breaching party shall have the remedies available to it at law or in equity for such breach.

