

RENEWAL OF AGREEMENT

THIS RENEWAL is made and entered into this 29th day of June, 2012 by and between the City of Naples and **Lhoist North America of Alabama, LLC** formerly known as **Chemical Lime Company of Alabama**

WHEREAS, the City and the Contractor entered into that certain Agreement for the purchase of **Quicklime (#053-11)** for the City of Naples; and

WHEREAS, the parties desire to extend the Original Agreement so that the Contractor will provide said services for an additional year with no price increase; and

WHEREAS, the City Manager is authorized by City Council pursuant to Section 2-667 (5)(e), Naples City Code, to extend this Agreement;

NOW, THEREFORE, it is hereby acknowledged and agreed that the Original Agreement is hereby extended **through September 30, 2013, with one more renewal available.**

WHEREAS, the City and the Contractor have caused this Amendment to be duly executed by their duly authorized officers.

CITY OF NAPLES, FLORIDA

Lhoist North America of Alabama, LLC
Formally known as Chemical Lime
Company of Alabama

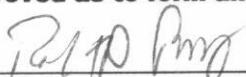
By: 

A. William Moss
City Manager

By: 

Name: John L. Thompson
Title: Florida Sales Manager

Approved as to form and legality

By: 
Robert D. Pritt, City Attorney

CONSENT TO ASSIGNMENT

WHEREAS, the City of Naples and **Chemical Lime Company of Alabama** have entered into the following Agreement for the **Purchase of Quicklime** service:

1. Agreement between the City of Naples and **Chemical Lime Company of Alabama** to provide for the **Purchase of Quicklime** approved by City Council on September 21, 2011, tracking number 11-00040 in the amount of \$1,888,060.50 ("original agreement").

WHEREAS, **Chemical Lime Company of Alabama** has assigned the rights and duties of the Agreement to **Lhoist North America of Alabama, LLC**; and

WHEREAS, **Lhoist North America of Alabama, LLC** has agreed to undertake the responsibilities for performance under the Agreement; and

WHEREAS, the City of Naples has determined that **Lhoist North America of Alabama, LLC** is capable of performing the services under the Agreements;

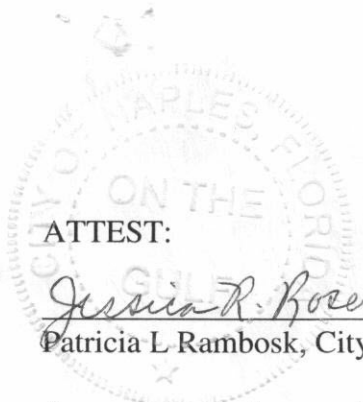
NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City of Naples consents to assignment of the rights and duties of the following Agreement to **Lhoist North America of Alabama, LLC**:

Agreement between the City of Naples and **Lhoist North America of Alabama, LLC** for the **Purchase of Quicklime** tracking Number 11-00040 in the amount of \$1,888,060.50. ("Original Agreement").

2. **Lhoist North America of Alabama, LLC** hereby accepts assignment of the agreements and agrees to perform all the duties under said Agreements for the remainder of the term.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals this 13 day of July, 2012.



ATTEST:

Jessia R. Rosenbey for
Patricia L. Rambosk, City Clerk

CITY OF NAPLES

By: A. William Moss
A. William Moss, City Manager

Approved as to form and legality:

Robert D. Pritt
Robert D. Pritt, City Attorney

Elyse Ann O'Hara
Witness

[Signature]
Witness

Lhoist North America of Alabama, LLC

By: [Signature]
owner/manager