



FIRST AMENDMENT TO AGREEMENT FOR DRY CARPET CLEANING SERVICES - CITYWIDE

THIS FIRST AMENDMENT TO AGREEMENT FOR DRY CARPET CLEANING SERVICES - CITYWIDE ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **CUBIX, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-3069016) ("Vendor").

WHEREAS, on July 19, 2021, City and Vendor entered into an Agreement for Dry Carpet Cleaning Services (the "Original Agreement"), City of Ocala Contract No.: FAC/210090; and

WHEREAS, City and Vendor now desire to amend the Original Agreement to add two additional cleaning areas and to reflect an increase in the Contract Price necessitated by an amended price proposal and maintenance schedule.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor 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. **AMENDMENT TO PARAGRAPH 4 – COMPENSATION.** The language contained in Paragraph 4 – Compensation of the Original Agreement is hereby deleted and replaced with the following (all remaining sections of Paragraph 4 – Compensation remain in effect):

COMPENSATION. City shall pay Vendor a price not to exceed the maximum limiting amount not to exceed **SIXTY-FOUR THOUSAND, NINE-HUNDRED FIVE AND NO/100 DOLLARS (\$64,905)** (the "Contract Sum") over the entirety of the initial contract term in accordance with the pricing set forth in **Amended Exhibit B – Price Proposal**. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit B – Price Proposal**.
5. **AMENDMENT TO EXHIBIT C – MAINTENANCE SCHEDULE.** The document attached to the Original Agreement as Exhibit C – Maintenance Schedule is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit C – Maintenance Schedule**.
6. **NOTICES.** All notices, certifications or communications required by this First Amendment 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 email. All notices shall be addressed to the respective parties as follows:



If to Vendor:

Cubix, Inc.
Attention: Heather Corbitt
6450 Kingspointe Parkway
Orlando, FL 32819
E-Mail: heather@cubix-inc.com
PH: 407-373-7413

If to City:

Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: notices@ocalafl.org
PH: 352-629-8343

with copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.org

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).** Vendor, 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.
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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this First Amendment on 5/15/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
William E. Sexton, Esq.
City Attorney

CUBIX, INC.

DocuSigned by:
Heather Corbitt
64156EF6BA52438... (Authorized Signatory)

By: Heather Corbitt
(Printed Name of Signatory)

Title: Controller
(Title of Authorized Signatory)

Amended Exhibit B - Price Proposal

CONTRACT# FAC/210090

Group "A" (3X per Year)			Sq. Ft.	Cleanings per Year	Price per Cleaning	Annual Cost	
Fleet Management Bldg 200	City Complex	1805 NE 30th Ave	2142	3	\$ 198.14	\$ 594.42	
Public Works (Admin/Storm)	City Complex	1805 NE 30th Ave	1077	3	\$ 99.63	\$ 298.89	
Electric Admin	City Complex	1805 NE 30th Ave	9883	3	\$ 914.18	\$ 2,742.54	
OFN - Bldg 500	City Complex	1805 NE 30th Ave	2143	3	\$ 198.23	\$ 594.69	
Water & Sewer Admin Bldg 600	City Complex	1805 NE 30th Ave	1290	3	\$ 119.33	\$ 357.99	
PW/ENG-RE-Survey Bldg 700	City Complex	1805 NE 30th Ave	3538	3	\$ 327.27	\$ 981.81	
Suntran	City Complex	1805 NE 30th Ave	1506	3	\$ 139.31	\$ 417.93	
Engineering (Traffic Ops)	City Complex	1805 NE 30th Ave	422	3	\$ 39.04	\$ 117.12	
Fire Station 5	Fire Rescue	2340 NE 25th Ave	2035	3	\$ 188.24	\$ 564.72	
					Total Group A	\$ 6,670.11	
Group "B" (1X per Year)							
Fire Station 6 1st Flr & 2nd flr apparatus bay	Fire Rescue	5220 SW 50th Ct	2359	1	\$ 218.21	\$ 218.21	
Fire Station 4	Fire Rescue	3300 SW 20th St	2680	1	\$ 247.90	\$ 247.90	
Airport Control Tower	Ocala Int'l Airport	1700 SW 60th Ave	1342	1	\$ 124.14	\$ 124.14	
Airport Hangar #19	Ocala Int'l Airport	750 SW 60th Ave	1834	1	\$ 169.65	\$ 169.65	
Airport Terminal Bldg	Ocala Int'l Airport	1770 SW 60th Ave	2117	1	\$ 195.83	\$ 195.83	
					Total Group B	\$ 955.73	
Group "C" (3X per Year)							
Elec & Cust Svcs, 1st Flr	Citizens Svc Ctr	201 SE 3rd Ave	12200	3	\$ 1,128.50	\$ 3,385.50	
Growth Mgt & Engineering	Citizens Svc Ctr	201 SE 3rd Ave	10008	3	\$ 925.74	\$ 2,777.22	
City Hall	Downtown Ocala	110 SE Watula Ave	18233	3	\$ 1,686.55	\$ 5,059.65	
Magnolia Art Xchange (MAX)	Downtown Ocala	533 NE 1st Ave	714	3	\$ 66.05	\$ 198.15	
Fire Station 3 (+ area rug)	Fire Rescue	320 NE 8th Ave	582	3	\$ 53.84	\$ 161.52	
					Total Group C	\$ 11,582.04	
Group "D" (2X per Year)							
Fire Station 2	Fire Rescue	2701 SE 36th Ave	1746	2	\$ 161.51	\$ 323.02	
Fire Station 7 (Area Rug)	Fire Rescue	885 SE 31st St	120	2	\$ 11.10	\$ 22.20	
Fort King Tennis	Rec & Parks	3310 SE Ft King St	1021	2	\$ 94.44	\$ 188.88	
					Total Group D	\$ 534.10	
Group "E" (1X - 4X per Year)							
Recreation & Parks Admin (1)	Rec & Parks	828 NE 8th Ave	2890	1	\$ 267.33	\$ 267.33	
Parks Operations & Rangers (1)	Rec & Parks	1307 NW 4th Ave	2110	1	\$ 195.18	\$ 195.18	
8th Ave Senior Center (2)	Rec & Parks	830 NE Sanchez Ave	464	2	\$ 42.92	\$ 85.84	
Lillian Bryant Center (2)	Rec & Parks	2200 NW 17th Pl	520	2	\$ 48.10	\$ 96.20	
Discovery Center (2)	Rec & Parks	7001 NE Sanchez Ave	1147	2	\$ 106.10	\$ 212.20	
E.D. Croskey Center (2)	Rec & Parks	1510 NW 4th St	905	2	\$ 83.71	\$ 167.42	
Mary Sue Rich Community Center	Rec & Parks	1812 NW 21st Ave	7855	4	\$ 726.59	\$ 2,906.36	
Barbara Washington Adult Activity Ctr (1)	Rec & Parks	210 NW 12th Ave	328	1	\$ 30.34	\$ 30.34	
					Total Group E	\$ 3,960.87	
Group "F" (1X - 4X per Year)							
Ocala Police Headquarters - Pink Areas (4)	Ocala Police Dept.	402 S. Pine Ave.	13211	4	\$ 1,222.02	\$ 4,888.08	
Ocala Police Headquarters - Yellow Areas (2)	Ocala Police Dept.	402 S. Pine Ave.	12502	2	\$ 1,156.44	\$ 2,312.88	
Ocala Police Headquarters - Blue Areas (1)	Ocala Police Dept.	402 S. Pine Ave.	12168	1	\$ 1,125.54	\$ 1,125.54	
Ocala Police - District 1 (3)	Ocala Police Dept.	650 NW MLK Ave.	1948	3	\$ 180.19	\$ 540.57	
Ocala Police - District 2 (3)	Ocala Police Dept.	350 NE 8th Ave	2184	3	\$ 202.02	\$ 606.05	
					Total Group F	\$ 9,473.12	
						Grand Total	\$ 33,175.97

Exhibit C: Schedule City of Ocala Maintenance Schedule														
Group "A" (3X per Year)			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	August	Sept
Fleet Management Bldg 200	City Complex	1805 NE 30th Ave	**Service				**Service				**Service			
Public Works (Admin/Storm)	City Complex	1805 NE 30th Ave	**Service				**Service				**Service			
Electric Admin	City Complex	1805 NE 30th Ave			**Service		**Service	**Service				**Service		
OFN - Bldg 500	City Complex	1805 NE 30th Ave	**Service				**Service				**Service			
Water & Sewer Admin Bldg 600	City Complex	1805 NE 30th Ave		**Service				**Service				**Service		
PW/ENG-RE-Survey Bldg 700	City Complex	1805 NE 30th Ave	**Service				**Service				**Service			
Suntran	City Complex	1805 NE 30th Ave	**Service				**Service				**Service			
Engineering (Traffic Ops)	City Complex	1805 NE 30th Ave		**Service				**Service				**Service		
Fire Station 5	Fire Rescue	2340 NE 25th Ave		**Service				**Service				**Service		
Group "B" (1X per Year)			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Fire Station 6 1st Flr &	Fire Rescue	5220 SW 50th Ct								**Service				
F.S. 6 2nd flr & Apparatus Bay	Fire Rescue	5220 SW 50th Ct								**Service				
Fire Station 4	Fire Rescue	3300 SW 20th St								**Service				
Airport Control Tower	Ocala Int'l Airport	1700 SW 60th Ave								**Service				
Airport Terminal Bldg.	Ocala Int'l Airport	1770 SW 60th Ave						**Service						
Airport Hangar #19	Ocala Int'l Airport	750 SW 60th Ave								**Service				
Group "C" (3X per Year)			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Elec & Cust Svcs, 1st Flr	Citizens Svc Ctr	201 SE 3rd Ave			**Service				**Service					**Service
Growth Mgt & Engineering	Citizens Svc Ctr	201 SE 3rd Ave			**Service				**Service				**Service	
City Hall	Downtown Ocala	110 SE Watula Ave		**Service		**Service				**Service			**Service	
Magnolia Art Xchange (MAX)	Downtown Ocala	533 NE 1st Ave					**Service						**Service	
Fire Station 3 (+ area rug)	Fire Rescue	320 NE 8th Ave	**Service				**Service				**Service			
Group "D" (2X per Year)			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Fire Station 2	Fire Rescue	2701 SE 36th Ave					**Service						**Service	
Fire Station 7 (Area Rug)	Fire Rescue	885 SE 31st St					**Service						**Service	
Fort King Tennis	Rec & Parks	3310 SE Ft King St					**Service						**Service	
Group "E" (1X or 2X per Year)			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Recreation & Parks Admin (1)	Rec & Parks	828 NE 8th Ave				**Service								
Parks Operations & Rangers (1)	Rec & Parks	1307 NW 4th Ave				**Service								
8th Ave Senior Center (2)	Rec & Parks	830 NE Sanchez Ave		**Service										
Lillian Bryant Center (2)	Rec & Parks	2200 NW 17th Pl		**Service						**Service				
Discovery Center (2)	Rec & Parks	7001 NE Sanchez Ave		**Service						**Service				
E.D. Croskey Center (2)	Rec & Parks	1510 NW 4th St		**Service						**Service				
Mary Sue Rich Center	Rec & Parks	1812 NW 21st Ave	**Service			**Service		**Service			**Service			
Barbara Washington Adult Activity Ctr (1)	Rec & Parks	210 NW 12th Ave								**Service				
Group "E" (1X - 4X per Year)			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Ocala Police Headquarters - Pink Areas (4)	Ocala Police Dept.	402 S. Pine Ave.	**Service			**Service			**Service			**Service		
Ocala Police Headquarters - Yellow Areas (2)	Ocala Police Dept.	402 S. Pine Ave.				**Service						**Service		
Ocala Police Headquarters - Blue Areas (1)	Ocala Police Dept.	402 S. Pine Ave.							**Service					
Ocala Police - District 1 (3)	Ocala Police Dept.	650 NW MLK Ave.		**Service					**Service					**Service
Ocala Police - District 2 (3)	Ocala Police Dept.	350 NE 8th Ave		**Service					**Service					**Service

** Indicates the month service is anticipated to be done.

Certificate Of Completion

Envelope Id: CD360A6E61F14B0C82CE7DD2646A51EB	Status: Completed
Subject: First Amendment - Citywide Carpet Cleaning - Cubix, Inc. (FAC 210090)	
Source Envelope:	
Document Pages: 5	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Brittany Craven
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	biverson@ocalafl.org
	IP Address: 216.255.240.104

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Signer Events

Heather Corbitt
 heather@cubix-inc.com
 Controller
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

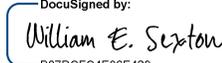
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 Using IP Address: 45.27.252.193

Timestamp

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 Viewed: 4/27/2023 10:15:23 AM
 Signed: 4/27/2023 10:25:00 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/26/2023 12:55:37 PM
 ID: 1d4c04da-baaf-41d7-9317-d745363a098c

William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Viewed: 5/15/2023 1:49:37 PM
 Signed: 5/15/2023 1:50:46 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ken Whitehead
 kwhitehead@ocalafl.org
 Assistant City Manager
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 5877F71E38874F4...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Signed: 5/15/2023 3:23:24 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Angel B. Jacobs
 ajacobs@ocalafl.org
 April 19
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/21/2023 11:12:15 AM
Envelope Updated	Security Checked	4/27/2023 9:12:09 AM
Envelope Updated	Security Checked	4/27/2023 9:12:09 AM
Envelope Updated	Security Checked	4/27/2023 9:12:09 AM
Envelope Updated	Security Checked	4/27/2023 9:12:09 AM
Envelope Updated	Security Checked	4/27/2023 9:12:09 AM
Envelope Updated	Security Checked	4/27/2023 9:12:10 AM
Certified Delivered	Security Checked	5/15/2023 3:34:38 PM
Signing Complete	Security Checked	5/15/2023 3:35:25 PM
Completed	Security Checked	5/15/2023 3:35:25 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.