

FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT TO PROVIDE MATERIALS, SERVICES, AND LABOR FOR CITY SEWER INFRASTRUCTURE REHABILITATION PROJECT

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT TO PROVIDE MATERIALS, SERVICES, AND LABOR FOR CITY SEWER INFRASTRUCTURE REHABILITATION PROJECT ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ENGINEERED SPRAYED SOLUTIONS, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 47-4517008) ("Contractor").

WHEREAS, on May 12, 2021, City and Engineered Sprayed Solutions, LLC entered into a Cooperative Purchasing Agreement to Provide Materials, Services, and Labor for City Sewer Infrastructure Rehabilitation Project (the "Original Agreement") City of Ocala Contract No.: WRS/210309 for a term of three years; and

WHEREAS, on May 28, 2024, Sarasota County and Engineered Sprayed Solutions, LLC entered into Amendment No. 3 to County Contract No. 2020-435 for the Unit Price Contract for Manhole & Structures Rehab (the "Sarasota County Renewal"); and

WHEREAS, City and Contractor now desire to extend the Original Agreement, as written, for the final one- year period available under the Original Agreement.

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 the City and Contractor 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. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year period beginning **JUNE 3, 2024** and terminating **JUNE 2, 2025**, in accordance with the document attached as **Exhibit B – Sarasota County Renewal**.
4. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **THREE HUNDRED FIFTY THOUSAND, AND NO/100 DOLLARS (\$350,000)** (the "Contract Sum") during the Renewal Term, ensuring the prompt and satisfactory delivery of materials, services, and labor for the City's sewer infrastructure rehabilitation project.
5. **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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Engineered Sprayed Solutions, LLC.
Attention: Jim Collier, Project Manager/Estimator
1306 Banana Road
Lakeland, Florida 33810
Phone: 863-577-4821
E-mail: jcollier@ess-1.net

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 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 First Amendment.

[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

Barry Mansfield
City Council President

Approved as to form and legality:

ENGINEERED SPRAYED SOLUTIONS, LLC.

By: _____

Title: _____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Exhibit B - Sarasota County Renewal CONTRACT# WRS/210309

DocuSign Envelope ID: 30B198CE-D703-49BE-AE0C-0FAADA483F81



Procurement

1660 Ringling Blvd., Suite 312
Sarasota, FL 34236
phone: 941-861-5000
scgov.net

May 22, 2024

Engineered Spray Solutions, LLC
Attn: Jim Collier
1306 Banana Rd
Lakeland, FL 33810
jcollier@ess-1.net

VIA: DocuSign and/or Email

RE: Amendment No. 3 to County Contract No. 2020-435 for the Unit Price Contract for Manhole & Structures Rehab

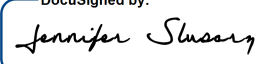
Dear Sarasota County Vendor,

Pursuant to Section III. C. County Contract ("Contract"), upon written agreement of both parties, the Contract may be renewed for a period of one year. Upon execution below by your authorized representative, this letter will serve as written agreement that the Contract has been renewed, and no additional documentation will be required. The Contract renewal is effective June 3, 2024 through June 2, 2025.

For services provided pursuant to this renewal, the County will pay in accordance with the terms and conditions of the Contract. In no event shall the County be obligated to pay in excess of amounts that are lawfully appropriated for this purpose.


Please have an authorized representative indicate your acceptance by signing below. This letter must be executed and returned no later than May 31, 2024. Insurance certificates covering the renewal period should be forwarded to the Administrative Agent, Susan Raines at sraines@scgov.net. Please contact the Administrative Agent with any questions or concerns.

Sincerely,

DocuSigned by:

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Jennifer Slusarz, CPPB, CPPO
Procurement Official

Cc: Susan Raines, Administrative Agent
Robert Sears, Contracts Manager

AGREED AND ACCEPTED
Engineered Spray Solutions, LLC

By: 
3E2D881479D34FA...
Jim Collier

President
05-28-2024