



SECOND AMENDMENT TO AGREEMENT FOR PREVENTATIVE MAINTENANCE OF CARBON DIOXIDE SYSTEM AT WATER TREATMENT PLANT

THIS SECOND AMENDMENT TO AGREEMENT FOR PREVENTATIVE MAINTENANCE OF CARBON DIOXIDE SYSTEM AT WATER TREATMENT PLANT ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **TOMCO2 SYSTEMS COMPANY**, a foreign for-profit corporation duly organized in the state of Georgia and authorized to do business in the State of Florida (EIN# 58-1096513) ("Vendor").

WHEREAS, on May 13, 2022, City and Vendor entered into an Agreement for Preventative Maintenance of Carbon Dioxide System at Water Treatment Plant (the "Original Agreement"), City of Ocala Contract Number: WRS/220180 for a term of one (1) year, from January 15, 2022 to January 14, 2023; and

WHEREAS, on August 7, 2023, City and Vendor entered into a First Amendment to Agreement for Preventative Maintenance of Carbon Dioxide System at Water Treatment Plant (the "First Amendment") to renew the term of the Original Agreement for the first of two (2) one year renewal terms provided under the Agreement from January 15, 2023 to January 14, 2024; and

WHEREAS, City and Vendor now desire to extend the Original Agreement, as amended, for the second and final one (1) year renewal period available under the Original Agreement.

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, as amended, 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 Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional and final one-year term beginning **JANUARY 15, 2024** and terminating **JANUARY 14, 2025**.
4. **COMPENSATION.** Vendor shall be paid an amount not to exceed **FIFTY THOUSAND, AND NO/100 DOLLARS (\$50,000)** as full and complete compensation for the provision of preventive maintenance of carbon dioxide system services at the Water Treatment Plant over the Renewal Term.
5. **NOTICES.** All notices, certifications or communications required by this Second 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:



CONTRACT# WRS/220180

If to Vendor:

TOMCO2 Systems Company
Attn: Sean Klubenspies
1609 W. County Rd. 42, Suite 393
Burnsville, Minnesota 55306
PH: 770-979-8000
E-mail: sklubenspies@tomcosystems.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 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 Second 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).** 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.

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



CONTRACT# WRS/220180

IN WITNESS WHEREOF, the parties have executed this Second Amendment on
10/28/2024

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs
-8083574C28E54A5
Angel B. Jacobs
City Clerk

DocuSigned by:
Ken Whitehead
-5877F71E38874F4
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

TOMCO2 SYSTEMS COMPANY

DocuSigned by:
William E. Sexton
-9370CFC46B8E428
William E. Sexton, Esq.
City Attorney

Signed by:
Sean Klubenspies
-680A892037E8486
By: Sean Klubenspies
(Printed Name)

Title: Field Service Manager
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 0A27D72C032A4528A5A2AE1F04CFB9B0

Status: Completed

Subject: Second Amendment to Agreement for Maintenance of Carbon Dioxide System (WRS/220180)

Source Envelope:

Document Pages: 3

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Porsha Ullrich

Location: DocuSign

8/20/2024 8:00:10 AM

pullrich@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

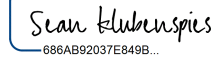
Sean Klubenspies

sklubenspies@tomcosystems.com

Field Service Manager

Security Level: Email, Account Authentication
(None)**Signature**

Signed by:


686AB92037E849B...Signature Adoption: Pre-selected Style
Using IP Address: 50.207.82.115**Timestamp**

Sent: 8/20/2024 8:03:22 AM

Resent: 8/20/2024 8:06:48 AM

Resent: 8/28/2024 8:58:03 AM

Resent: 9/18/2024 9:24:55 AM

Resent: 10/2/2024 4:56:39 PM

Resent: 10/17/2024 9:12:22 AM

Resent: 10/24/2024 1:20:50 PM

Resent: 10/25/2024 11:01:37 AM

Viewed: 10/28/2024 10:54:14 AM

Signed: 10/28/2024 10:55:21 AM

Electronic Record and Signature Disclosure:

Accepted: 10/28/2024 10:54:14 AM

ID: f43d3e5b-5287-4c85-b68b-d02e54303343

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Using IP Address: 216.255.240.104

Sent: 10/28/2024 10:55:23 AM

Viewed: 10/28/2024 11:10:14 AM

Signed: 10/28/2024 11:10:54 AM

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:


5677F71E38874F4...Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

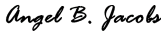
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Viewed: 10/28/2024 11:23:42 AM

Signed: 10/28/2024 11:24:53 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	<div><div>Signed by:</div><div> 8DB3574C28E54A5...</div></div> <div>Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104</div>	Sent: 10/28/2024 11:24:54 AM Viewed: 10/28/2024 11:25:29 AM Signed: 10/28/2024 11:25:46 AM

Electronic Record and Signature Disclosure:
Accepted: 10/28/2024 11:25:29 AM
ID: 859a3bae-b480-4299-ae8b-ee3ae2eddafo

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	8/20/2024 8:03:22 AM
Envelope Updated	Security Checked	8/20/2024 8:06:03 AM
Envelope Updated	Security Checked	8/20/2024 8:06:03 AM
Envelope Updated	Security Checked	8/20/2024 8:06:03 AM
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Certified Delivered	Security Checked	10/28/2024 11:25:29 AM
Signing Complete	Security Checked	10/28/2024 11:25:46 AM
Completed	Security Checked	10/28/2024 11:25:46 AM

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.

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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.