

FIRST AMENDMENT TO AGREEMENT FOR SUBSTATION WEED CONTROL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT SUBSTATION WEED CONTROL SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **CHEMPRO SERVICES**, **INC.**, a for-profit corporation duly organized in the state of Tennessee and authorized in the state of Florida (EIN: 20-1716061) ("Contractor").

WHEREAS, on May 1, 2024, City and Contractor entered into an Agreement for Substation Weed Control Services (the "Original Agreement"), City of Ocala Contract No. ELE/240557, for a term of three years from May 6, 2024, through May 5, 2027; and

WHEREAS, City and Contractor now desire to add a location to be serviced under the terms of 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.
- INCORPORATION OF ORIGINAL AGREEMENT. The Original Agreement between 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 Second Amendment.
- AMENDMENT TO EXHIBIT B. The document attached to the Original Agreement as Exhibit B

 Price Proposal is deleted in its entirety and replaced by Amended Exhibit B Price Proposal.
- AMENDMENT TO EXHIBIT The document attached to the Original Agreement as Exhibit C Substation Locations is hereby deleted in its entirety and replaced with Amended Exhibit C – Substation Locations.
- COMPENSATION. City shall pay Contractor a price not to exceed <u>TWENTY-FIVE THOUSAND</u>, <u>THREE HUNDRED NINETY AND NO/100 DOLLARS (\$25,390)</u> (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
- 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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: ChemPro Services, Inc.

Attention: Jamie Rauch 3311 Gulf Breeze Parkway Gulf Breeze, Florida 32563

Phone: 877-221-9130

E-mail: <u>irauch@chemproservices.com</u>



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

7. **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.

- 8. **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 original First Amendment for all purposes.
- 9. **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, 10/24/2025	the	parties	have	executed	this	First	Amendment	on
ATTEST:								
Signed by: Angel B. Jacob Angel B. Jacob Angel B. Jacobs City Clerk		-	J <u>ain</u> 98	ned by: <u>iw Mitdul</u> 해한생한(che nief Financia	II	er		
Approved as to form and le	egality	:	CI	HEMPRO SI	ERVIC	ES, INC	Ξ.	
Signed by: William E. Scrton, Esq. 4A55AB8A8ED04F3		-	J <u>an</u>	cusigned by: MIL KAWLL BC6E38485B4AA				
By: William E. Sexton, Esq. (Printed Name)		-	Ву	: Jamie Rau (P	ch rinted N	ame)		
Title: City Attorney (Title)			Ti	tle: Sales M	lanage	r		

Amended Exhibit B – Price Proposal CONTRACT# ELE/240557

ITEM	DESCRIPTION	EST QTY	UOM	UNIT COST	EXTENDED COST
1	Spring Application	3	YR	\$5,520	\$16,560
2	Fall Application	3	YR	\$2,943	\$8,830
		T	OTAL:	\$25,390	

Amended Exhibit C – Substation Locations CONTRACT# ELE/240557

SUBSTATION	ADDRESS	SQUARE FOOTAGE
AIRPORT	509 SW 49 AVE, 34474	53,312
BASELINE	950 NE 58 AVE, 34470	25,821
DEARMIN	2779 SE 36 AVE, 34471	104,409
DIXIE	3150 SE 1 AVE, 34471	21,384
ENZIAN	2300 NE 24 ST 34470	25,024
ERGLE	4255 NE 38 TR, 34470	109,416
MARICAMP	3116 SE MCMP, 34471	18,814
NORTH	1827 NE 7 AVE, 34470	44,148
NUBY'S	10678 NE CR 314, 34488	17,816
OCALA PALMS	5290 N US HWY 27, 34474	50,000
PADDOCK	2546 SW 27 AVE, 34474	23,320
RICHMOND	2171 NW 17 PL, 34475	25,258
RICHMOND # 2	1858 NW 31 ST, 34475	4,331
SHADY RD	471 SW 27 AVE, 34474	21,216
SHADY # 2	650 SW 27 AVE, 34474	4,256
SHARPES FERRY	670 NE 36 AVE, 34470	19,656
SHAW	3650 SW 42 ST, 34474	156,168
SILVER SPRINGS	3330 NE 55 AVE, 34470	28,057
WATER PLANT	1810 NE 36 AVE, 34470	25,821
WHITE	1101 SE 1 TR, 34471	28,057
EQUIPMENT AND WAREHOUSE YARD	1805 NE 30TH AVENUE, 34470	



Certificate Of Completion

Envelope Id: FF93726A-B59E-4E90-A0E5-8E0A4C69A200

Subject: SIGNATURE: Amendment 1 - Substation Weed Control Services (ELE/240557)

Source Envelope:

Document Pages: 5 Signatures: 4 **Envelope Originator:** Initials: 0 Certificate Pages: 5 Patricia Lewis

AutoNav: Enabled

Envelopeld Stamping: Enabled

10/6/2025 4:26:48 PM Security Appliance Status: Connected

Storage Appliance Status: Connected

jrauch@chemproservices.com

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

110 SE Watula Avenue

Status: Completed

City Hall, Third Floor Ocala, FL 34471 plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: Patricia Lewis Location: DocuSign

plewis@ocalafl.org

Pool: StateLocal

Pool: City of Ocala - Procurement & Contracting Location: Docusign

Signer Events

Jamie Rauch

Sales Manager

Security Level: Email, Account Authentication

(None)

Signature

DocuSigned by: Jamie Rauch 956C6E38485B4AA..

Signature Adoption: Pre-selected Style Using IP Address: 198.28.160.202

Timestamp

Sent: 10/6/2025 4:28:41 PM Viewed: 10/6/2025 4:36:50 PM Signed: 10/7/2025 1:00:05 PM

Electronic Record and Signature Disclosure:

Accepted: 10/6/2025 4:36:50 PM ID: b4915558-9c46-419e-b04e-f9289d0e9a45

William E. Sexton, Esq. wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication

(None)

William E. Sexton, Esq.

Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104

Sent: 10/7/2025 1:00:07 PM Viewed: 10/23/2025 2:52:02 PM Signed: 10/23/2025 2:53:39 PM

Sent: 10/23/2025 2:53:40 PM

Viewed: 10/24/2025 9:24:50 PM

Signed: 10/24/2025 9:25:57 PM

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Janice Mitchell jmitchell@ocalafl.org

CFO

City of Ocala Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 10/24/2025 9:24:50 PM

ID: ba55c1a9-16d5-4b3e-8c87-fad2b70787ae

Angel B. Jacobs ajacobs@ocalafl.org

City Clerk Security Level: Email, Account Authentication (None)

Signed by: Janice Mitchell

Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194

Signed using mobile

Sent: 10/24/2025 9:25:59 PM Viewed: 10/27/2025 8:34:24 AM Signed: 10/27/2025 8:34:37 AM

angel B. Jacobs 8DB3574C28E54A5...

Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 10/27/2025 8:34:24 AM ID: 1be6c21b-0bad-4725-b281-44729cc7a5cf				
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 Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	10/6/2025 4:28:41 PM 10/27/2025 8:34:24 AM 10/27/2025 8:34:37 AM 10/27/2025 8:34:37 AM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

Timestamp

Signature

Signer Events

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.