



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 7/29/2024.

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs
8063674C28E44A5
Angel B. Jacobs
City Clerk

DocuSigned by:
Barry Mansfield
508E4A5AC2B44F7
Barry Mansfield
City Council President

Approved as to form and legality:

ENGINEERED SPRAYED SOLUTIONS, LLC.

By: William E. Sexton
B07DCFC4E86E429

DocuSigned by:
Jim Collier
3E2D881876D34FA

Title: City Attorney

By: Jim Collier
(Printed Name)

Title: Authorized Representative
(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

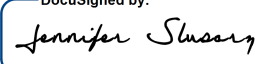
Dear Sarasota County Vendor,

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.

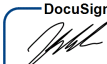
Please have an authorized representative indicate your acceptance by signing below. This letter must be executed and returned no later than May 31, 2024. Insurance certificates covering the renewal period should be forwarded to the Administrative Agent, Susan Raines at sraines@scgov.net. Please contact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

Sincerely,

DocuSigned by:

F0DBDBDAE6A341C...
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

Certificate Of Completion

Envelope Id: DF921090E02B4128A1CEC6424BACD520	Status: Completed
Subject: First Amendment to Cooperative Purchasing Agreement for City Sewer Infrastructure Rehab (WRS/210309)	
Source Envelope:	
Document Pages: 4	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Porsha Ullrich
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104

Record Tracking

Status: Original	Holder: Porsha Ullrich	Location: DocuSign
7/26/2024 12:19:25 PM	pullrich@ocalafl.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

Jim Collier
jcollier@ess-1.net
Authorized Representative
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

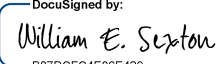
3E2D881879D34FA...
Signature Adoption: Drawn on Device
Using IP Address: 72.187.41.8
Signed using mobile

Timestamp

Sent: 7/26/2024 12:23:17 PM
Viewed: 7/29/2024 4:55:13 AM
Signed: 7/29/2024 4:56:38 AM

Electronic Record and Signature Disclosure:
Accepted: 7/29/2024 4:55:13 AM
ID: 3c2ef44b-dad4-4558-a86a-a5769014d0d2

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

DocuSigned by:

B07DCFC4E86E429...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Sent: 7/29/2024 4:56:39 AM
Viewed: 7/29/2024 10:25:42 AM
Signed: 7/29/2024 10:27:00 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Barry Mansfield
bmansfield@ocalafl.org
Council President
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:

550E4A5AC2B44F7...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.253.228

Sent: 7/29/2024 10:27:01 AM
Viewed: 7/29/2024 2:13:17 PM
Signed: 7/29/2024 2:13:29 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Angel B. Jacobs
ajacobs@ocalafl.org
City Clerk
Security Level: Email, Account Authentication (None)

Signed by:

8DB3574C28E54A5...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Sent: 7/29/2024 2:13:31 PM
Viewed: 7/29/2024 3:30:19 PM
Signed: 7/29/2024 3:42:41 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 7/29/2024 3:30:19 PM
ID: 00a99a22-3a2a-4e42-8964-e4ad69e5b945

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/26/2024 12:23:17 PM
Certified Delivered	Security Checked	7/29/2024 3:30:19 PM
Signing Complete	Security Checked	7/29/2024 3:42:41 PM
Completed	Security Checked	7/29/2024 3:42:41 PM

Payment Events	Status	Timestamps
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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.