



**FIRST AMENDMENT TO AGREEMENT FOR VEHICLE EXHAUST SYSTEMS FOR  
FIRE STATIONS #2 AND #6**

THIS FIRST AMENDMENT TO AGREEMENT FOR VEHICLE EXHAUST SYSTEMS FOR FIRE STATIONS #2 AND #6 ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SAFE AIR CORP.**, a for-profit corporation duly organized in and authorized to do business in the state of Florida (EIN# 65-0686604) ("Contractor").

**WHEREAS**, on September 27, 2022, City and Contractor entered into an Agreement for Vehicle Exhaust Systems for Fire Stations #2 and #6 (the "Original Agreement"), City of Ocala Contract Number: FAC/220557; and

**WHEREAS**, the vehicle exhaust system at Fire Station #5 is now in need of emergency repair; and

**WHEREAS**, City and Contractor now desire to amend the Original Agreement to incorporate the emergency repair of the vehicle exhaust system at Fire Station #5 (the "Additional Project") into the Original Agreement as set forth herein.

**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 Contractor agree as follows:

1. **RECITALS.** City and Contractor 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 Contractor, 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 First Amendment.
3. **AMENDMENT TO PARAGRAPH 2A – EXHIBITS TO AGREEMENT.** The Exhibits to this Agreement are as follows:
  - Exhibit A: Scope of Work (A-1 through A-8)
  - Exhibit B: Quote and Drawings (B-1 through B-6)
  - Exhibit C: Additional Project (C-1)
 If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C.
4. **AMENDMENT TO PARAGRAPH 3 - SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work, Exhibit B – Quote and Drawings, Exhibit C – Additional Project** and the Solicitation Documents. The Scope of Work under this Agreement may only be further adjusted by written amendment executed by both parties.
5. **AMENDMENT TO PARAGRAPH 4 - COMPENSATION.** City shall pay Contractor a lump sum amount of **ONE HUNDRED THIRTY-TWO THOUSAND, EIGHT HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS (\$132,874)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. This amended Contract Sum includes **EIGHT THOUSAND, FIVE HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$8,584)** for the Additional Project identified herein.



Further adjustment of the Contract Sum under this Agreement may only be effective by written amendment executed by both parties.

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: Safe Air Corp.  
P.O. Box 3077  
Sarasota, Florida 34230-3077  
Phone: 941-955-0910  
E-mail: [info@safefairco.com](mailto:info@safefairco.com)

If to City of Ocala: Daphne M. Robinson, Contracting Officer  
City of Ocala  
110 SE Watula Avenue, Third Floor  
Ocala, Florida 34471  
Phone: 352-629-8343  
E-mail: [notices@ocalafl.org](mailto:notices@ocalafl.org)

Copy to: William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, Third Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.org](mailto:cityattorney@ocalafl.org)

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.



**CONTRACT# FAC/220557**

**IN WITNESS WHEREOF**, the parties have executed this First Amendment on

4/20/2023

**ATTEST:**

DocuSigned by:

*Angel B. Jacobs*

Angel B. Jacobs  
City Clerk

**CITY OF OCALA**

DocuSigned by:

*Ken Whitehead*

Ken Whitehead  
Assistant City Manager

**Approved as to form and legality:**

DocuSigned by:

*William E. Sexton*

William E. Sexton, Esq.  
City Attorney

**SAFE AIR CORP.**

DocuSigned by:

*Laura J Lutz*

By: Laura J Lutz  
(Printed Name)

Title: President  
(Title of Authorized Signatory)



***Air Filtration & Environmental Products***

**Ocala Fire Station # 5 2340 NE 25th Ave, Ocala, FL 34470**

**Qty. 1 SafeAir/ Plymovent Source Capture Blower Model –FAU-4700-AM**

- Remove existing motor assy. from outside and install new fan motor assy. inside building
- Blower motor 3 HP TEFC – 208-230 VAC 3 Phase - **Wash down type**
- Epoxy powder coated blower housing with mounting hardware
- Class –B - AMCA spark proof rating

**Qty. 1- SafeAir Clamping Ductwork System for Source Capture System**

- Attach to existing ductwork on inside of building and install new discharge and Jet cap on exterior
- 16 Ga Galv. Ductwork with clamps – **No Leak Laser Welded Seams**
- Ductwork Hangers – Wall Flashings – Hardware
- Back-Draft Stack Head for outdoor location

**Qty. 1- Mechanical Installation Hardware Kit**

- Strut – Clamps – Hangers – Bolts – Nuts – Rod – Screws - **Plated and Stainless Steel**

**Qty. 1- Mechanical Labor for Fan Replacement, 2man 1days Davis Bacon Wage**

**Qty. 1- Electrical Installation of Fan - 208-230v-3 PH**

- Electrical Conduit – Electrical Metal Tubing (EMT with Water-Tight Fittings) as needed for replacement
- High Voltage THHN Multi Strand Conductor Wire Sized for Load as per NFPA Code as needed for replacement
- Labor for Electrical Wire and Install

**Qty. 1 – Inbound Freight – FOB Ocala, FL**

**Qty. 1 – 1 Year Parts (Plymovent) and labor (SafeAir) System Warranty**

**Total Cost Price - \$8,584.00**

***This quote is only good for 90days after 3-15-2023***

CONFIDENTIAL

**Certificate Of Completion**

Envelope Id: BF5520DA6E0C4C96BC8F4661B229A1D6	Status: Completed
Subject: FOR SIGNATURE - Amendment 1 - Vehicle Exhaust Removal System (FAC/220557)	
Source Envelope:	
Document Pages: 4	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104

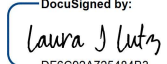
**Record Tracking**

Status: Original	Holder: Patricia Lewis	Location: DocuSign
4/13/2023 11:22:07 AM	plewis@ocalafl.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

**Signer Events**

Laura J Lutz  
 llutz@safeairco.com  
 President  
 Security Level: Email, Account Authentication (None)

**Signature**

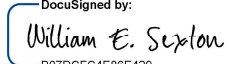
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 Laura J Lutz  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 96.57.176.18

**Timestamp**

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 Resent: 4/19/2023 12:52:25 PM  
 Viewed: 4/19/2023 3:15:28 PM  
 Signed: 4/19/2023 3:24:23 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/19/2023 3:15:28 PM  
 ID: 47bc53d3-cadc-4969-967c-68e829a4f256

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

DocuSigned by:  
  
 William E. Sexton  
 B07DCFC4E88E429...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.255.240.104

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 Signed: 4/20/2023 11:13:03 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:  
  
 Ken Whitehead  
 5677F71E38874F4...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.255.240.104

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**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:  
  
 Angel B. Jacobs  
 F82769461C4E4E5...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.255.240.104

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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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Envelope Updated	Security Checked	4/19/2023 12:52:24 PM
Certified Delivered	Security Checked	4/20/2023 1:47:11 PM
Signing Complete	Security Checked	4/20/2023 1:47:20 PM
Completed	Security Checked	4/20/2023 1:47:20 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **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](mailto: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](mailto: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](mailto: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](mailto: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.