



**SECOND AMENDMENT TO AGREEMENT FOR OVERHEAD DOOR REPAIR, MAINTENANCE,  
AND REPLACEMENT**

THIS SECOND AMENDMENT TO AGREEMENT FOR OVERHEAD DOOR REPAIR, MAINTENANCE, AND REPLACEMENT ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MATERIAL HANDLING SYSTEMS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 65-0595039) ("Contractor").

**WHEREAS**, on January 24, 2025, City and Contractor entered into an Agreement for Overhead Door Repair, Maintenance, and Replacement (the "Original Agreement"), City of Ocala Contract No.: FAC/250098 for a term of two (2) years, from January 20, 2025 to January 19, 2027; and

**WHEREAS**, on January 28, 2026, City and Contractor entered into a First Amendment to Agreement for Overhead Door Repair, Maintenance, and Replacement (the "First Amendment") to increase the aggregate compensation over the remainder of the contract term and to revise Exhibit B – Price Proposal to add pricing for repair services; and

**WHEREAS**, City, Owner, and Contractor now desire to further revise the price proposal to add two City locations to be serviced.

**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 Second Amendment.
3. **AMENDMENT TO EXHIBIT B.** The document attached to the Original Agreement, as amended, as **Corrected Exhibit B – Price Proposal** is hereby deleted and replaced, in its entirety, with the document attached to this Second Amendment as **Amended Exhibit B - Price Proposal**.
4. **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 email. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Material Handling Systems, Inc.  
Attention: Danielle Fontes  
2741 NE 4th Avenue  
Pompano Beach, Florida 33064  
E-Mail: [danielle.fontes@mhs Crane.com](mailto:danielle.fontes@mhs Crane.com)  
PH: 786-282-3873



If to City of Ocala: Daphne Robinson, Esq., Contracting Officer  
City of Ocala  
110 SE Watula Avenue, Third Floor  
Ocala, FL 34471  
E-Mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)  
PH: 352-629-8343

with copy to: William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, Third Floor  
Ocala, FL 34471  
Phone: 352-401-3972  
E-Mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

5. **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.
6. **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 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.
7. **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.]**



**IN WITNESS WHEREOF**, the parties have executed this Second Amendment on the dates set forth below.

**ATTEST:**

Signed by:  
*Angel B. Jacobs*  
\_\_\_\_\_  
8DB3574C28E54A5...  
Angel B. Jacobs  
City Clerk

**CITY OF OCALA**

DocuSigned by:  
*Ken Whitehead*  
\_\_\_\_\_  
5677F71E38874F4...  
Ken Whitehead  
Assistant City Manager  
  
Date: 4/14/2026

**Approved as to form and legality:**

Signed by:  
*William E. Sexton, Esq.*  
\_\_\_\_\_  
4A55AB8A8ED04F3...  
William E. Sexton, Esq.  
City Attorney

**MATERIAL HANDLING SYSTEMS, INC.**

DocuSigned by:  
*Danielle Fontes*  
\_\_\_\_\_  
649E688D7B884F9...  
(Authorized Signatory)

By: Danielle Fontes  
(Printed Name of Signatory)

Title: COO  
(Title of Authorized Signatory)

Date: 4/9/2026

**(CORRECTED) EXHIBIT B- PRICE PROPOSAL****Preventative Maintenance Services**

<b>ITEM</b>	<b>DESCRIPTION- LOCATIONS</b>	<b># OF DOORS</b>	<b>COST PER DOOR</b>
1	Discovery Center - 11'7" x 9'7"	1	\$50.00
2	Parks Operations - 12 x 12	1	\$50.00
3	Parks Operations - 11'4" x 12	1	\$50.00
4	WRF #1 - 10 x 8	1	\$45.00
5	WRF #1 - 16 x 11	1	\$70.00
6	WRF #1 - 10 x 11	1	\$45.00
7	WRF #2 - 14'4" x 14	1	\$65.00
8	WRF #2 - 10 x 8	1	\$45.00
9	WRF #2 - 10 x 8'6"	1	\$45.00
10	WRF #3 - 16 x 10	1	\$70.00
11	WRF #3 - 8'5" x 10	1	\$40.00
12	WRF #3 - 12 x 16	1	\$50.00
13	Sanitation - 12'1" x 12	1	\$50.00
14	Sanitation - 45.5" x 10	1	\$70.00
15	Sanitation - 16 x 12	1	\$70.00
16	Sanitation - 16 1/2 x 12'6"	1	\$70.00
17	Sanitation - 12'4" x 12'6"	1	\$50.00
18	Jervey Gantt Pool - 10 x 8'1"	1	\$45.00
19	Fire Station #1 - Headquarters - 14' x 14'	1	\$65.00
20	Fire Station #2 - 12 x 13'6"	1	\$50.00
21	Fire Station #3 - 8th Ave - 14' x 14'	1	\$65.00
22	Old Fire Station #3 - MLK/SR 200 - 12 x 12	1	\$50.00
23	Fire Station #4 - 14 x 14	1	\$65.00
24	Fire Station #5 - 14'4" x 14	1	\$65.00
25	Fire Station #6 - 12'2" x 14	1	\$50.00
26	Fire Station #7 - 14' x 14'	1	\$65.00
27	Fleet PM - 9'11" x 8'2"	1	\$40.00
28	Fleet PM - 16'2" x 14'2"	1	\$70.00
29	Fleet PM - 14'5" x 16'10"	1	\$65.00
30	Fleet Heavy Truck - 16 x 16	1	\$70.00
31	Fleet Heavy Truck - 14'2" x 16	1	\$65.00
32	Fleet Small Engines - 14'2" x 16'2"	1	\$65.00
33	Fleet Light Vehicles - 18'2" x 14'2"	1	\$70.00
34	Facilities - 10'2" x 8'2"	1	\$45.00
35	Streets - 10 x 10	1	\$45.00
36	Streets - 10 x 16	1	\$45.00
37	Streets - 10'7" x 12'6"	1	\$45.00
38	Electric T&D - 10 x 6	1	\$45.00

39	Electric T&D - 15 x 10	1	\$65.00
40	Electric T&D - 14 x 12	1	\$65.00
41	Electric T&D - 16 x 12	1	\$70.00
42	Water Resources - 9 x 10	1	\$40.00
43	SunTran Station - 12 x 14	1	\$50.00
44	Electric Warehouse	1	\$50.00
45	Water Treatment Plant - 16 x 6'9"	1	\$70.00
46	Water Treatment Plant - 12 x 11	1	\$50.00
47	Water Treatment Plant - 13 x 10	1	\$50.00
48	Public Works - 10'2" x 8'2"	1	\$45.00
49	Scott Carrigan Field - 10 x 6'9"	1	\$45.00
50	Scott Carrigan Field - 12 x 4	1	\$50.00
51	Scott Carrigan Field - 10 x 8	1	\$45.00
52	Scott Carrigan Field - 10 x 6'8"	1	\$45.00
53	Tuscawilla Park - 10 x 9'5"	1	\$45.00
54	Tuscawilla Park - 11'10" x 9'3"	1	\$50.00
55	Ocala Golf Club - 12'5" x 9'7"	1	\$50.00
56	Lift Station #2 - 12'7" x 8'10"	1	\$50.00
57	Lift Station #17 - 12'6" x 10'2"	1	\$50.00
58	Lift Station #46 - 12'6" x 10'2"	1	\$50.00
59	Lift Station #83 - 12'6" x 10'2"	1	\$50.00
60	Lift Station #88 - 12'7" x 11'1"	1	\$50.00
61	Lift Station #91 - 12'6" x 10'2"	1	\$50.00
62	Wetland Recharge Park - 8' x 6'	1	\$40.00
63	Wetland Recharge Park - 10' x 10'	1	\$45.00

ADDITIONAL PRICING -REPAIR SERVICES			
ITEM	DESCRIPTION	UOM	UNIT COST
62	Service Technician - Hourly Rate (Regular Hours)	HR	\$85.00
63	Helper - Hourly Rate (Regular Hours)	HR	\$85.00
64	Service Technician - After Hours Rate	HR	\$130.00
65	Helper - After Hours Rate	HR	\$130.00
66	Materials Mark-up Percentage (on supplier doors & parts)	PERCENT	6%
67	Emergency 2-HR Response Rate	HR	\$145.00

## Certificate Of Completion

Envelope Id: 45468BAE-FD51-818B-8137-EF051D8EC75C

Status: Completed

Subject: FOR SIGNATURE - Overhead Door Repair, Maintenance, and Replacement (FAC/250098) 2nd Amendment

Source Envelope:

Document Pages: 5

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Amber Bartleson

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

abartleson@ocalafl.gov

IP Address: 216.255.240.104

## Record Tracking

Status: Original

Holder: Amber Bartleson

Location: DocuSign

4/1/2026 11:19:13 AM

abartleson@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

## Signer Events

### Signature

### Timestamp

Danielle Fontes

danielle.fontes@mhs crane.com

COO

Material Handling Systems Inc

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Danielle Fontes*  
619E688D7B884F0...

Signature Adoption: Pre-selected Style  
Using IP Address: 12.15.35.227

Sent: 4/1/2026 11:21:29 AM

Viewed: 4/1/2026 12:09:31 PM

Signed: 4/9/2026 2:28:17 PM

### Electronic Record and Signature Disclosure:

Accepted: 4/1/2026 12:09:31 PM

ID: 77c4fa04-6d9e-462d-9b1b-4b26fa84f17a

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication  
(None)

Signed by:  
*William E. Sexton, Esq.*  
4A55AB8A8ED04F3...

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

Sent: 4/9/2026 2:28:18 PM

Viewed: 4/9/2026 3:42:22 PM

Signed: 4/9/2026 3:42:59 PM

### Electronic Record and Signature Disclosure:

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

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

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

Sent: 4/9/2026 3:43:00 PM

Viewed: 4/14/2026 8:03:21 AM

Signed: 4/14/2026 8:04:15 AM

### 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:  
*Angel B. Jacobs*  
8DB3574C28E54A5...

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

Sent: 4/14/2026 8:04:16 AM

Viewed: 4/15/2026 8:55:04 AM

Signed: 4/15/2026 8:55:15 AM

### Electronic Record and Signature Disclosure:

Accepted: 4/15/2026 8:55:04 AM

ID: 673228b3-573b-457d-a870-ec24393cdb78

<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>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	4/1/2026 11:21:29 AM
Envelope Updated	Security Checked	4/8/2026 1:55:30 PM
Envelope Updated	Security Checked	4/8/2026 1:55:30 PM
Envelope Updated	Security Checked	4/8/2026 1:55:30 PM
Envelope Updated	Security Checked	4/8/2026 1:55:30 PM
Envelope Updated	Security Checked	4/8/2026 1:55:30 PM
Certified Delivered	Security Checked	4/15/2026 8:55:04 AM
Signing Complete	Security Checked	4/15/2026 8:55:15 AM
Completed	Security Checked	4/15/2026 8:55:15 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

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### **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.

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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.

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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.