

**FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR TRAFFIC SIGNAL
AND STREET LIGHT PAINTING SERVICES**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR TRAFFIC SIGNAL AND STREET LIGHT PAINTING SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **BRETT M. MUSCAT D/B/A/ MUSCAT PAINTING & DECORATING**, a sole proprietorship duly organized in the state of Illinois and authorized to do business in the state of Florida (EIN: 06-1778851) ("Contractor").

WHEREAS, on February 16, 2026, City and Contractor entered into a Cooperative Purchasing Agreement for Traffic Signal and Street Light Painting Services (the "Original Agreement"), City of Ocala Contract No.: PWD/260259, for a term beginning February 20, 2026, and ending March 21, 2026; and

WHEREAS, on March 20, 2026, the City of Sarasota, Florida and Contractor renewed the Sarasota Agreement for a one-year term, beginning March 22, 2026 and terminating March 21, 2027; and

WHEREAS, City and Contractor wish to extend the Original Agreement for an additional one-year period.

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 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 (1) year term beginning on **MARCH 22, 2026**, and terminating **MARCH 21, 2027**, in accordance with **Exhibit B – City of Sarasota Renewal**. Thereafter, this Agreement may be renewed by written consent between City and Contractor if the Sarasota Agreement is also renewed.
4. **COMPENSATION.** City shall pay Contractor a price not to exceed **ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$160,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
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:

Bret M. Muscat D/B/A/ Muscat Painting & Decorating
Attention: Brett Muscat
555 Ashland Avenue
East Dundee, Illinois 60118
Phone: 847-361-7182
E-mail: brett@muscatpainting.com

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 original 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 _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire J. Bethea Sr
City Council President

Approved as to form and legality:

**BRETT M. MUSCAT D/B/A/ MUSCAT
PAINTING & DECOARTING**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)



555 ASHLAND AVENUE
EAST DUNDEE, ILLINOIS 60118
Ph 847-361-7475 Ph 847-361-7182
Providing Expert Finishes Since 1938
www.muscatpainting.com

01/21/2025

City of Ocala
Attn; Caley Conard
110 SE Watula Avenue
Ocala, Florida 34471

RE; City of Ocala piggyback to Sarasota contract 23-JS-11

Caley,

Good afternoon. This letter is to confirm that Muscat Painting will honor the terms and prices of the Sarasota contract 23-JS-11 for the City of Ocala. These prices and terms will be in effect until December 2029.

Respectfully submitted,

Brett Muscat
Muscat Painting
brett@muscatpainting.com
847-361-7182

**FIRST RENEWAL OF AGREEMENT FOR
TRAFFIC SIGNAL AND STREET LIGHT PAINTING SERVICES**

THIS FIRST RENEWAL OF AGREEMENT FOR TRAFFIC SIGNAL AND STREET LIGHT PAINTING SERVICES, made and entered into on Mar 20, 2026 by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as “CITY,” and BRETT M. MUSCAT D/B/A MUSCAT PAINTING & DECORATING, hereinafter referred to as “CONTRACTOR” (collectively the “Parties”).

W I T N E S S E T H :

WHEREAS, on March 22, 2023, CITY and CONTRACTOR entered into a three-year Agreement for Traffic Signal and Street Light Painting Services, outlining the terms by which CONTRACTOR will provide complete service to clean, prime, and paint various types of traffic signal and street light equipment at various locations throughout the CITY, pursuant to Invitation to Bid No. 23-11JS and as further defined in the Exhibit A Project Scope of Services attached to the original Agreement (hereinafter “Agreement”);

WHEREAS, the Agreement, by its terms, expires on March 21, 2026, but provides for up to two (2) additional one-year renewal periods, upon mutual agreement of the parties;

WHEREAS, CITY and CONTRACTOR desire to enter into this First Renewal of Agreement for Traffic Signal and Street Light Painting Services to extend the term of the Agreement for the first of two available one-year renewals (“First Renewal”);

WHEREAS, the First Renewal will commence on March 22, 2026 (the “Effective Date”) and expire on March 21, 2027;

WHEREAS, the First Renewal will renew at the prices set forth in Exhibit B to the original Agreement; and

WHEREAS, the City Manager is authorized to administratively approve and execute this First Renewal of Agreement on behalf of CITY, so long as there is no increase in the cost or fees to be paid by CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Section 4. Term is hereby amended to extend the term for the first of two additional one-year renewal periods, as follows:

The three-year term of the Agreement commenced on March 22, 2023 and will expire at 11:59 p.m. on March 21, 2026. This Agreement may be renewed for up to two additional one-year periods upon the mutual agreement of the parties. The First Renewal of Agreement will commence

on March 22, 2026 and expire on March 21, 2027. The prices set forth in Exhibit B to the original Agreement shall apply during the First Renewal term. The City Manager is hereby authorized to administratively approve and execute any of these Agreement extensions so long as there is no increase in the cost or fees to be paid by CITY.

2. Notwithstanding the actual date(s) of execution by the Parties, the Effective Date of this First Renewal of Agreement shall be the Effective Date provided for herein.

3. Except as expressly set forth herein, all of the terms, covenants, and conditions of the Agreement are hereby ratified and confirmed by CITY and CONTRACTOR and each, by the execution of this First Renewal of Agreement, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF this First Renewal of Agreement for Traffic Signal and Street Light Painting Services has been signed and sealed, in duplicate, by the respective parties hereto.

DATED on Mar 20, 2026

by the **City of Sarasota, Florida.**

DATED on Mar 13, 2026

by **Brett M. Muscat d/b/a Muscat Painting & Decorating**

CITY OF SARASOTA, FLORIDA

Brett M. Muscat d/b/a Muscat Painting & Decorating

By: 

By: 

Interim City Manager

Name: brett x

STAFF REVIEW

Title: Administrator

By: 

Renee Hayes
GM, Procurement Official