



SECOND AMENDMENT TO AGREEMENT FOR CLOSED LOOP CHILLED WATER TREATMENT AND MAINTENANCE

THIS SECOND AMENDMENT TO AGREEMENT FOR CLOSED LOOP CHILLED WATER TREATMENT AND MAINTENANCE ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **COMFORT TEMP COMPANY**, a for-profit company duly organized and authorized to do business in the state of Florida (EIN: 59-2514960) ("Contractor").

WHEREAS, on August 27, 2023, City and Contractor entered into an Agreement for Closed Loop Chilled Water Treatment and Maintenance (the "Original Agreement"), City of Ocala Contract Number: FAC/230689 for a term of one (1) year from August 21, 2023, to August 20, 2024; and

WHEREAS, on January 16, 2025, City and Contractor entered into a First Amendment to Agreement for Closed Loop Chilled Water Treatment and Maintenance ("First Amendment") to renew the Original Agreement for an additional one (1) year renewal term available under the Original Agreement, from August 21, 2024 through August 20, 2025; and

WHEREAS, City and Contractor now desire to renew the Original Agreement, as amended, for an additional one (1) year term 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 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.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning **AUGUST 21, 2025** and terminating **AUGUST 20, 2026**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for additional one (1) year periods upon written agreement between the parties.
4. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, and permits necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit B – Maintenance Plan** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
5. **COMPENSATION.** City shall pay Contractor a lump sum amount of **THREE THOUSAND TWENTY AND NO/100 DOLLARS (\$3,020)** (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 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 e-mail. All notices shall be addressed to the respective parties as follows:



If to Contractor:

Comfort Temp Company
Attention: John Waldrop
4301 NW 6th Street
Gainesville, FL 32609
Phone: 352-376-2366
E-mail: service@comforttemp.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

7. **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.
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 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.
9. **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 10/23/2025.

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs
8D83574C28E54A5...
Angel B. Jacobs
City Clerk

DocuSigned by:
Ken Whitehead
9B77F71E38874F4...
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

COMFORT TEMP COMPANY

Signed by:
William E. Sexton, Esq.
1A55A8B8ACD04F3...
William E. Sexton, Esq.
City Attorney

Signed by:
John Waldrop
E68D5C78B7D54D4...
By: John Waldrop
(Printed Name)

Title: General Manager
(Title of Authorized Signatory)

Date: August 26, 2025



HVAC, Duct Cleaning, Refrigeration
4301 Northwest 6th Street, Gainesville, Florida 32609
Phone: 352.376.2366 | Fax: 352.376.0523
ComfortTemp.com | Email: Service@comforttemp.com

Maintenance Proposal for City of Ocala City Hall **Closed Loop Chilled Water Treatment.**

Duration: August 1st 2025 TO July 31st 2026

Contact: Gary Crews

Location: 110 SE Watula Ave, Ocala, FL 34471

Phone: 352-844-6477

Email: jschramm@ocalafl.org

We are pleased to offer you our lump sum proposal to provide labor and materials for Water Treatment of Closed Loop Chilled Water System.

Comfort Temp Company, Inc. is pleased to offer this maintenance proposal for the HVAC systems at the above referenced facility for the sum of: **\$3,020.00**

This proposal is for a **Preventive Maintenance Agreement** per the attached scope of coverage.

We include the following:

- 1) Maintenance of systems listed above shall include.
 - In-plant tests on water samples from pertinent points in the various systems under treatment
 - Periodic laboratory water analysis of all systems under treatment
 - Consulting on Water and Energy related topics
 - Checking of all Automatic Control Equipment for proper operation and making any necessary adjustments including calibrations
 - Personal inspection of water systems and equipment in operation and under treatment
 - Review of system history to determine developing trends and recommend possible improvements
 - Providing an emailed report to the facility designated representatives covering the results of tests, discussions, and recommendations for immediate action
 - Providing all necessary test procedures as well as testing supplies
 - Maintaining ongoing corrosion studies in accordance with ASTM Standards

- Conducting training seminar(s). The training seminar is to train/re-train plant employees in proper methods of water treatment, test procedures, and use of testing equipment
 - Inventory of products and supplies
 - Corrosion of metal in the closed water system. Our services will include, but are not limited to, laboratory services, testing reagents and regular on-site service visits. Service reports will be emailed to you or your designated representative. (See Technical Points of Interest for further details) Our Water Treatment Program includes control of corrosion and biological growth on the following systems: ➤
One (1) Closed Loop System
- 2) This proposal is based on normal working hours, i.e. Monday through Friday 8:00 A.M to 4:30 P.M.

We exclude the following:

1. Pollution, connection, tapping, usage or impact fees.
2. Temporary facilities, i.e. toilets, water, sanitary, storm, electrical, HVAC, utilities, fencing, enclosures, barricades, etc.
3. Inspection of fire dampers, fire/smoke dampers, smoke dampers or control dampers not listed above.
4. Unless otherwise noted in this proposal the duct system, dampers, damper assemblies, damper actuators, duct connections, air distribution devices, grilles, flex duct or diffusers are not covered under this agreement.
5. Indoor Air Quality testing of any kind unless otherwise noted.
6. Airside or water side testing and balancing of any kind unless otherwise noted.
7. Any work pertaining to the fire alarm or fire protection system unless otherwise noted.
8. Premium time work unless otherwise noted.

Billing and Service Details:

1. The service agreement will be billed to the customer on a Quarterly basis at \$755.00

This proposal is good for **30** days from the above referenced date. If you have any questions regarding this proposal, please call me at (352) 376-2366.

Sincerely,

John Waldrop
General Manager

Acceptance:

Signature: _____ Date: _____

Print: _____

Comfort Is Our Business. Peace Of Mind Is Our Promise.

Certificate Of Completion

Envelope Id: 14CDFF72-A452-4CB5-8FDA-4B5400BC1912

Status: Completed

Subject: SIGNATURE: Closed Loop Chilled Water Treatment/Maintenance Agreement - Comfort Temp Co. (FAC/230689)

Source Envelope:

Document Pages: 5

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

April Adolf

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

aadolf@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: April Adolf

Location: DocuSign

10/17/2025 9:52:29 AM

aadolf@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

John Waldrop

service@comforttemp.com

General Manager

Security Level: Email, Account Authentication (None)

Signature

Signed by:

John Waldrop
E66D5278B7D5404...

Timestamp

Sent: 10/17/2025 10:13:29 AM

Viewed: 10/17/2025 10:15:46 AM

Signed: 10/17/2025 10:35:54 AM

Signature Adoption: Pre-selected Style

Using IP Address: 66.231.128.112

Electronic Record and Signature Disclosure:

Accepted: 10/17/2025 10:15:46 AM

ID: cbd38e79-87ae-4f17-800e-53b460c48517

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signed by:

William E. Sexton, Esq.
4A55AB8A8ED04F3...

Sent: 10/17/2025 10:35:55 AM

Viewed: 10/23/2025 9:08:01 AM

Signed: 10/23/2025 9:08:50 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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...

Sent: 10/23/2025 9:08:52 AM

Viewed: 10/23/2025 11:26:30 AM

Signed: 10/23/2025 11:27:34 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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...

Sent: 10/23/2025 11:27:36 AM

Viewed: 10/23/2025 11:29:12 AM

Signed: 10/23/2025 11:29:30 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 10/23/2025 11:29:12 AM ID: e8132bf4-c825-48e7-b670-f5e55588cc99		
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	Hashed/Encrypted	10/17/2025 10:13:29 AM
Certified Delivered	Security Checked	10/23/2025 11:29:12 AM
Signing Complete	Security Checked	10/23/2025 11:29:30 AM
Completed	Security Checked	10/23/2025 11:29:30 AM
Payment Events	Status	Timestamps
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.