

**FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR TRIP HAZARD
MITIGATION FOR SIDEWALKS**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR TRIP HAZARD MITIGATION FOR SIDEWALKS ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PRECISION SIDEWALK SAFETY CORP.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-5234927) ("Contractor").

WHEREAS, on February 29, 2024, City and Contractor entered into an Agreement for the provision of trip hazard mitigation services for sidewalks, (the "Original Agreement"), City of Ocala Contract No.: PWD/230413, for a term starting from February 21, 2024, to September 14, 2024; and

WHEARAS, on August 19, 2024, Florida Buy Panhandle Area Educational Consortium and Contractor entered into a First Amendment to Contract No.: 22-139 extending the term of the Piggyback Agreement: and

WHEARAS, City and Contractor now desire to extend the Original Agreement, as written, for the sole one-year renewal term referenced in the attached **Exhibit C – PAEC Extension**.

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 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. **EXTENSION.** The Original Agreement is hereby renewed for a final (1) one-year term beginning on **SEPTEMBER 14, 2024**, and terminating **SEPTEMBER 14, 2025** (the "Extension Term"), as described in the attached **Exhibit C – PAEC Extension**.
4. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **SEVENTY-FIVE THOUSAND, AND NO/100 DOLLARS (\$75,000)** (the "Contract Sum") over the Extension Term for the timely and satisfactory provision of trip hazard mitigation services for sidewalks in accordance with the pricing schedule described in **Exhibit C – PAEC Extension**.
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:

Precision Sidewalk Safety Corp.

Attn: Wendy MacMurray

1202 SW 17th Street, #201-122

Ocala, Florida 34471

PH: 877-799-6783

E-mail: wendy@precisionsidewalksafety.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 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

Barry Mansfield
City Council President

Approved as to form and legality:

PRECISION SIDEWALK SAFETY CORP.

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____
(Title of Authorized Signatory)



John T. Selover
Executive Director

753 West Boulevard
Chipley, FL 32428
Phone: (850) 638-6131
Fax: (850) 638-6134
paec.org

Contact Person: Tori Baxley
Email: tori.baxley@paec.org
Direct: 850-638-6274
PAEC: 850-638-6131

8/13/2024

Precision Sidewalk Safety
970 SW 104th Street Rd.
Ocala, FL 34476

RE: PAEC Florida Buy Cooperative State Purchasing Contract Renewal
Partner: Precision Sidewalk Safety, Contract # 22-139

Dear Vendor Partner,

Your contract renewal was approved by the Washington County School Board for the period of September 14, 2024, through September 14, 2025, at the same terms and conditions. If you agree with this renewal period, please sign the bottom portion of this letter, and return to us as soon as possible.


If you have any questions, please contact the person listed above.



Herbert J. Taylor, Superintendent, WCSD

8/13/24

Date



John T. Selover, Executive Director, PAEC

8/13/24

Date

I accept the above renewal period of September 14, 2024, through September 14, 2025, at the same terms and conditions.

Signature Wendy MacMurray Date: 8/19/24
Print Name: Wendy MacMurray Title: CEO



Advancing Schools & Communities for Student Success

**Florida Buy State Cooperative Purchasing Agency
8-1-2023 PRICING SHEET**

Contract #22-139 Trip Hazard Mitigation for Sidewalks
General Comparison Worksheet

Precision Sidewalk Safety Corp

	Trip Hazard Mitigation for Sidewalks	Quantity (Inch Feet Units)	Labor	List Price per inch-foot	Contract Price per inch-foot	Percentage Discount
A	1:12 Sloped Repairs no estimate	125-5,000		\$ 46.50	\$ 43.25	7.0%
B	1:12 Sloped Repairs with prior estimate	125-5,000		\$ 51.00	\$ 45.25	11.3%
C	1:12 Sloped Repairs with GIS data	125-5,000		\$ 54.00	\$ 47.50	12.0%
D	1:8 Sloped Repairs no estimate	125+		\$ 41.00	\$ 37.75	7.9%
E	1:8 Sloped Repairs with prior estimate	125+		\$ 45.75	\$ 40.00	12.6%
F	1:8 Sloped Repairs with GIS data	125+		\$ 48.50	\$ 42.00	13.4%
Volume Discounts*						
G	1:12 Sloped Repairs no estimate	5,001-9,000		\$ 46.50	\$ 41.75	10.2%
H	1:12 Sloped Repairs with prior estimate	5,001-9,000		\$ 51.00	\$ 43.75	14.2%
I	1:12 Sloped Repairs with GIS data	5,001-9,000		\$ 54.00	\$ 45.75	15.3%
J	1:12 Sloped Repairs no estimate	9,001+		\$ 46.50	\$ 40.75	12.4%
K	1:12 Sloped Repairs with prior estimate	9,001+		\$ 51.00	\$ 42.50	16.7%
L	1:12 Sloped Repairs with GIS data	9,001+		\$ 54.00	\$ 44.75	17.1%
Other Fees**						
M	Non Standard Concrete Repair Services	Hourly, per specialist		\$ 275.00	\$ 245.00	10.9%
N	Sidewalk Review Report Only (no repairs)	Daily, per specialist		\$ 400.00	\$ 375.00	6.3%
O	Site Relocations over 2 locations/day	Each		\$ 75.00	\$ 60.00	20.0%
P	Minimum Charge (includes 125 inch-feet)	Project		\$ 5,000.00	\$ 5,000.00	0.0%

* Volume Discounts will not be applied retroactively to work already completed. The new inch-foot price will apply once the higher volume threshold begins. For example, a city that opens a purchase order for \$300,000 would be charged standard rates of \$43.25 per inch foot for 1:12 sloped repairs for the first \$216,250 of work. The remaining \$83,750 of work would be charged at a rate of \$41.75 per inch-foot .

** Weekend or holiday work will be charged a 15% premium, which is the same as PSSC standard policy; MOT is not required for this type of service, however if a customer should require MOT for a project, it will be subcontracted and invoiced at cost.