

FIRST AMENDMENT TO AGREEMENT FOR OVERHEAD DOOR REPAIR, MAINTENANCE, AND REPLACEMENT

THIS FIRST AMENDMENT TO AGREEMENT FOR OVERHEAD DOOR REPAIR, MAINTENANCE, AND REPLACEMENT ("First 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 Number: FAC/250098 for a total amount not to exceed \$50,000 over a term of two (2) years, from January 20, 2025 to January 19, 2027; and

WHEREAS, it was discovered after full execution of the Original Agreement that the Price Proposal attached thereto as Exhibit B did not contain the additional pricing for repair services as bid under the underlying solicitation (ITB No. FAC/250098);

WHEREAS, City and Contractor now desire to append a Corrected Exhibit B – Price Proposal to the Agreement and revise the maximum aggregate compensation amount for the remainder of the initial contract term.

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. **CORRECTED EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Corrected Exhibit B – Price Proposal**.
4. **COMPENSATION.** City shall pay Contractor an amount not to exceed ONE HUNDRED THOUSAND, AND NO/100 DOLLARS (\$100,000) (the "Contract Sum") over the initial Contract Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the unit pricing described in **Corrected Exhibit B – Price Proposal**. The pricing in this Agreement may only be adjusted by written amendment executed by both parties.
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:

Material Handling Systems, Inc.
Attn: Danielle Fontes
2741 NE 4th Avenue
Pompano Beach, Florida 33064
Phone: 786-282-3873
E-mail: danielle.fontes@mhscrane.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 Bethea, Sr.
Council President

Approved as to form and legality:

MATERIAL HANDLING SYSTEMS, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

(CORRECTED) EXHIBIT B- PRICE PROPOSAL

Preventative Maintenance Services

ITEM	DESCRIPTION- LOCATIONS	# OF DOORS	COST PER DOOR
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	Tuscarilla Park - 10 x 9'5"	1	\$45.00
54	Tuscarilla 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

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