



Affidavit Check



CONTRACT EXECUTIVE OVERVIEW (Renewal)

Vendor Name Engineered Spray Solutions, LLC
 Project Name: Sanitary Sewer Manhole Structural Rehabilitation
 Bid/Reference # #JEA11199
 Contract Type: Piggyback

Contract Value \$ Over \$100K

Resolution # 2025-156

City Council Approval Date: 10/07/2025

Original Contract Date: 10/22/2025

New End Date: 9/30/2027

City's Project Manager Christopher Crawford

Brief Description/Purpose:

Renewal of piggyback to utilize the terms and conditions of JEA Agreement for Sanitary Sewer Manhole Structural Rehabilitation as needed.

Approvals:

Signed by:
 Responsible Dept. Director Brian Roche
 Signed by: 0217FE7182744DB...
 City Finance Helena Alves
 Signed by: 45100002367B492...
 City Attorney Marcus Duffy
 Signed by: 4A00B5A5D9FD417...
 City Manager Mike McLaughlin
 Signed by: D7DF1A254975438...

Date: Jul 15, 2026 | 3:52 PM PDT

Date: Jul 16, 2026 | 10:23 AM EDT

Date: Jul 16, 2026 | 11:10 AM EDT

Date: Jul 16, 2026 | 8:18 AM PDT

Vendor Name and Email Address: Jim Collier jcollier@acus-us.com



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Engineered Spray Solutions, LLC
Attn: Jim Collier
1306 Banana Rd
Lakeland, Florida 33810

RE: Letter Authorizing Piggyback Contract Renewal

Sanitary Sewer Manhole Structural Rehabilitation

Contract Name

JEA (Jacksonville Electric Authority) #JEA11199

Contract #

Dear Jim,

The City of Palm Coast, Florida requests permission to renew the engagement letter dated October 11, 2025 until September 30, 2027. Such renewal shall be under the same terms and conditions, including pricing, as the agreement with the Jacksonville Electric Authority. If agreed, please indicate approval by electronically signing below. This is the final renewal. **This renewal incorporates the updated Florida Statutes requirements as outlined below.**

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

If agreed, please indicate approval by electronically signing below.

Please feel free to contact me at the email address below, if you have any questions. Regards,

Nathalie Garcia

Nathalie Garcia
Sr. Contracts and Procurement Coordinator
ngarcia@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

Signed by:

By: Mike McGlothlin

D7DF1A254975438...

Print Name: Michael McGlothlin

Title: City Manager

Date: Jul 16, 2026 | 8:18 AM PDT

COMPANY:

By: Jim Collier
672A5510C0A339 (Mandatory)

Print Name: Jim Collier

Title: President

Date: Jul 15, 2026 | 2:37 PM EDT



please recycle

palmcoastgov.com

ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”

2. Prohibition against considering social, environmental, political, or ideological interests in government contracting

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. Scrutinized Companies

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. Public Records.

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY’s custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from SUPPLIER’S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

5. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

6. Sovereign Immunity.

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

7. Taxes.

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A254975438...

Print Name: Michael McGlothlin

Title: City Manager

Date: Jul 16, 2026 | 8:18 AM PDT

COMPANY

Signed by:
By: Jim Collier
6720E51DC6AD496...
(Authorized Signatory)

Print Name: Jim Collier

Title: President

Date: Jul 15, 2026 | 2:37 PM EDT

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual’s Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Engineered Spray Solutions, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Jim Collier

Title: President

Signed by:
Signature: 
6720E51DC6AD496...

Date: Jul 15, 2026 | 2:37 PM EDT



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

 Print Name: _____
 Title: _____
 Date: _____

STATE OF FLORIDA

COUNTY OF _____

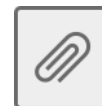
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

 Notary Public

 Name typed, printed or stamped

My Commission Expires: _____



AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____

Signed: _____

Entity: _____

Name: _____

Title: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 202__,
by _____.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced _____

**AMENDMENT # 8
TO CONTRACT # JEA11199
BETWEEN
JEA
AND
ENGINEERED SPRAY SOLUTIONS LLC**

THIS AMENDMENT NUMBER 8 (“Eighth Amendment”) is made and entered into this **14th** day of **May, 2026**, (the “Effective Date”), by and between **JEA**, a body politic and corporate located at 225 N. Pearl St., Jacksonville, Florida, 32202, and **ENGINEERED SPRAY SOLUTIONS LLC**, a Florida corporation authorized to perform work in the State of Florida, with a principal address of 1306 Banana Rd, Lakeland, Florida, 33810, United States (the “Company”).

RECITALS:

WHEREAS, on **October 01, 2022**, the parties made and entered into an agreement (the Original Agreement) under which Company agreed to provide **Sanitary Sewer Manhole Structural Rehabilitation** (the Work), to JEA until **September 30, 2025**, (the Term), with the option of two (2), one (1) year renewals, with a maximum indebtedness of **Four Million and 00/100 Dollars (\$4,000,000.00)** (the Maximum Indebtedness); and

WHEREAS, on **October 19, 2022**, JEA corrected the Original Agreement, Exhibit A, Page 2 for Item No. # 11 and revised the Unit Price from \$36.00 to \$18.00; and

WHEREAS, on **November 04, 2022**, JEA revised the Original Agreement to include Payment & Performance Bonds in the amount of **Five Hundred Thousand and 00/100 Dollars (\$500,000.00)**; and

WHEREAS, on **March 18, 2025**, JEA increased the Maximum Indebtedness in the amount of **Four Hundred Thousand and 00/100 Dollars (\$400,000.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **Four Million Four Hundred Thousand and 00/100 Dollars (\$4,400,000.00)**; and

WHEREAS, on **April 10, 2025**, JEA increased the Maximum Indebtedness in the amount of **One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00)**, as approved by the JEA Awards Committee, for a new Maximum Indebtedness of **Five Million Seven Hundred Thousand and 00/100 Dollars (\$5,700,000.00)**; and

WHEREAS, on **July 28, 2025**, JEA increased the Maximum Indebtedness in the amount of **Five Hundred Seventy Thousand and 00/100 Dollars (\$570,000.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **Six Million Two Hundred Seventy Thousand and 00/100 Dollars (\$6,270,000.00)** and renewed the Term of the Original Agreement until **September 30, 2026**; and

WHEREAS, on **September 04, 2025**, JEA increased the Maximum Indebtedness in the amount of **Two Million and 00/100 Dollars (\$2,000,000.00)**, as approved by the JEA Awards Committee on, for a new Maximum Indebtedness of **Eight Million Two Hundred Seventy Thousand and 00/100 Dollars (\$8,270,000.00)**; and

WHEREAS, on **November 13, 2025**, JEA increased the Maximum Indebtedness in the amount of **Eight Hundred Twenty-Seven Thousand and 00/100 Dollars (\$827,000.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **Nine Million Ninety-Seven Thousand and 00/100 Dollars (\$9,097,000.00)**; and

WHEREAS, JEA now desires to increase the Maximum Indebtedness in the amount of **Two Million Four Hundred Twenty-Eight Thousand Three Hundred Ninety-Five and 96/100 Dollars (\$2,428,395.96)**, as approved by the JEA Awards Committee on **May 14, 2026**, for a new Maximum Indebtedness of **Eleven Million Five Hundred Twenty-Five Thousand Three Hundred Ninety-Five and 96/100 Dollars (\$11,525,395.96)**, and renew the Term of the Original Agreement until **September 30, 2027**.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Maximum Indebtedness.** The Maximum Indebtedness of the Original Agreement shall be increased by **Two Million Four Hundred Twenty-Eight Thousand Three Hundred Ninety-Five and 96/100 Dollars (\$2,428,395.96)**, and shall be invoiced to JEA in accordance with the Original Agreement. The Maximum Indebtedness shall now be **Eleven Million Five Hundred Twenty-Five Thousand Three Hundred Ninety-Five and 96/100 Dollars (\$11,525,395.96)**.

2. **Term.** The Term of the Original Agreement shall be renewed until **September 30, 2027**.

3. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year first above written.

SIGNATURES TO FOLLOW

ENGINEERED SPRAY SOLUTIONS, LLC

Signature:



Signed on 05/26/2026 | 14:10:31 (GMT -5:00)

Email: JCOLLIER@ESS-1.NET

Name: JIM COLLIER

Title: President

Date: 05/26/2026 | 14:10:31 (GMT -5:00)

JEA

Signature:



Signed on 05/26/2026 | 16:54:26 (GMT -4:00)

Email: gleejs@jea.com

Name: Jenny McCollum

Title: Director, Procurement Services

Date: 05/26/2026 | 16:54:26 (GMT -4:00)

JEA-Witness

Signature:



Signed on 05/27/2026 | 07:46:42 (GMT -5:00)

Email: talljb@jea.com

Name: Jessie Talley

Title: Contracts Associate

Date: 05/27/2026 | 07:46:42 (GMT -5:00)

JEA Awards Agenda May 14, 2026 225 North Pearl St., Jacksonville, FL 32202 - Hvdrangea Room 1st Floor Teams Meeting Info												
Consent Agenda												
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Business Unit Estimate	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 05/07/2026 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Increase	1410804046 Sanitary Sewer Manhole Structural Rehabilitation and Repair	Zammataro	Vortex Services, LLC	Capital	\$2,428,395.96 \$1,436,916.31	\$2,428,395.96 \$1,436,916.31	\$4,000,000.00 \$3,000,000.00	\$11,525,395.96 \$7,959,916.31	03/18/2025 - \$400,000.00 04/10/2025 - \$1,300,000.00 07/28/2025 - \$570,000.00 09/04/2025 - \$2,000,000.00 11/13/2025 - \$827,000.00 11/21/2024 - \$300,000.00 01/16/2025 - \$630,000.00 08/07/2025 - \$2,000,000.00 04/07/2026 - \$593,000.00	Three (3) Years w/Two (2) - 1 Yr. Renewals Start Date:10/01/2022 End Date: 09/30/2027 No Renewals Remaining	N
	Last awarded: 09/04/2025 For additional information contact: Darriel Brown This contract increase request is for construction services for the sealing, resealing, coating, repair, and rehabilitation of sanitary sewer manholes within JEA's service territory, including Duval County and surrounding areas. The contracts also include incidental work necessary to support these rehabilitation and repair activities. This request is to cover Sanitary Sewer Manhole Structural Rehabilitation and Repair services for the remainder of FY26 and the renewal period through FY27. Due to the number of manholes identified as needing repairs, both contracts will need to be increased to guarantee continuity of service for the next 17 months.											
3	Request for Proposal (RFP)	Westside Service Center (WSSC) Yard 6 Warehouse – Design Phase	Phillips	DCCM	Capital	\$350,000.00	\$334,000.00	N/A	\$334,000.00	N/A	Project Completion Start: 06/01/2026 End: 09/30/2026	Y Kasper Architects and Associates (30%, \$100,000)
	Advertised: 01/29/2026 Mandatory Pre-Response Meeting: 02/09/2026, 6 Attendees Response Opened: 03/03/2026 2 Responses Received: PQH Group Design, Inc. DCCM (Mathews Design Group) For additional information contact: Eugene Brown This award request seeks authorization for the development of a comprehensive construction bid package for a 55,000-square-foot (SF) pre-engineered metal building to be utilized as a warehouse supporting supply chain operations at JEA's Westside Service Center (WSSC). These professional services will advance JEA's warehouse optimization initiative. The scope of work includes, but is not limited to, the following: 1. Preparation of all required civil engineering plans necessary for the project, including integration with existing site conditions, grades, utilities, and traffic circulation patterns. 2. Incorporation of stakeholder requirements as identified throughout the project development process. 3. Coordination of plan reviews with JEA Facilities, JEA Security, JEA's insurance provider, and other relevant JEA stakeholders and end users 4. Submission of plans for an initial review at the 10% design stage by applicable city and building officials to expedite the comment cycle and facilitate timely commencement of construction 5. Completion of the overall project—including construction, racking installation, and technology implementation—no later than July 1, 2027. Following the public evaluation meeting held on March 17, 2026, DCCM was determined to be the highest-ranked respondent, and JEA subsequently initiated contract negotiations with the firm. After several rounds of negotiations, JEA and DCCM reached agreement on the final pricing terms on May 7, 2026. Their original offer of \$376,000 was negotiated to a final price of \$334,000 resulting in total cost savings of \$42,000. The proposed hourly rates were reviewed by JEA staff and determined to be fair and reasonable based on current market rates. The Business Unit has reviewed the pricing and determined it to be reasonable.											
Committee Members in Attendance	Names	<u>Ted Phillips , Jordan Pope , Ricky Erixton</u>										
Motion by:	Jordan Pope											
Second By:	Ricky Erixton											
Committee Decision	Approved											

Regular Agenda												
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)	Action
1	Request for Proposals (RFP)	1411901446 Design Services for Riverview Septic Tank Phase Out Project Engineering	Zammataro	Wade Trim, Inc. Kimley-Horn and Associates CPH Consulting, LLC	\$5,959,098.63 \$1,909,721.76 \$1,633,400.00	\$10,250,000.00	N/A	\$5,959,098.63 \$1,909,721.76 \$1,633,400.00	N/A	Project Completion Start: 06/01/2026 End: 12/30/2028	Y Wade Trim Alpha Envirotech (Environmental) - \$45,000.00 CSI Geo (Geotechnical) - \$216,127.00	Motion by: Ricky Erixton Second by: Jordan Pope Committee Decision: Approved
	Advertised: 12/20/2024 Mandatory Pre-Response Meeting: 01/06/2025 Responses Opened: 02/19/2025 Three (3) Responses Received Wade & Trim CPH Consulting, LLC Kimley-Horn											
	For additional information contact: Marline McDonald											
	This award request if for three contracts for professional design, engineering, and construction-related services in support of the Septic Tank Phase Out (STPO) Program established under City of Jacksonville Ordinance 2016-490. The services include conceptual and final design, construction management, and inspection for sewer system improvements within the Riverview neighborhood, including pump stations, gravity or vacuum collection systems, and water main enhancements. The contracts also include the design of on-site water and sewer connections for participating properties, proper abandonment of existing septic tanks, and related services for both residential and applicable non-residential parcels. This work will be 100% reimbursed by the City of Jacksonville.											
	Due to the large size of the Riverview neighborhood, the project area was divided among the three selected firms. As the highest-evaluated firm, Wade Trim was selected as the design firm for two project areas and the required force main. CPH and Kimley-Horn were each selected for one project area. The time between the solicitation opening and these award requests was primarily due to the need to wait until the neighborhood reached the 70% community sign-up threshold required by the City Ordinance for the project to proceed.											
The proposed project fees have been reviewed by JEA project staff and Procurement and have been deemed reasonable compared to similar past projects.												
DISCUSSION/ACTION: Ted Phillips wanted the item moved to the regular agenda because septic tank phase-out projects typically draw strong public interest, and he wanted the meeting to capture a brief explanation of how these engineering firms were selected. Beth DiMeo answered by explaining that this service area is very large and had already been divided into sections, and the solicitation informed respondents that multiple firms would be awarded based on those predefined areas. She also confirmed the required 70% percent resident participation threshold had been reached, which allowed the awards to proceed. Mike Williams then added additional context on the design and construction schedule, how the work will be phased, and why Wade Trim, Inc. received a larger share of the project due to qualifications and logistical considerations. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Beth DiMeo, Mike Williams, Marline MxDonald, Ricky Erixton												
Consent and Regular Agenda Signatures												
Budget	Name/Title											
Awards Chairman	Name/Title											
Procurement	Name/Title											
Legal	Name/Title											

CERTINAL eSign

Final Audit Report

Amendment number 8, titled Sanitary Sewer
Manhole Structural Rehabilitation and Repair

Audit Summary for Amendment number 8, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair

Report Time 05/27/2026 11:46:46 (GMT)	Agreement Name Amendment number 8, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair	Document Created Time 05/20/2026 16:32:32 (GMT)
Document Created By Jessica Talley (talljb@jea.com)	Document Sent Time 05/20/2026 16:32:32 (GMT)	Transaction ID 48b108b6-e854-4075-ad59-e3f8ad7160de
Documents 0f436550-99ea-4d20-ad0b-e92d3f4577d1.pdf	Recipients JIM COLLIER (JCOLLIER@ESS-1.NET), Jenny McCollum (gleejs@jea.com), Jessie Talley (talljb@jea.com)	Document Status Completed
Document Status Action Time 05/27/2026 11:46:42 (GMT)	Number of Signatures 3	Number of Initials 0
Number of Stamps 0	Number of Pages in Document 5	CC Users -

Audit Events

- Document created by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/20/2026 16:32:32 (GMT)	207.211.63.71	-	-	-

- Document emailed by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)
Sent to - JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/20/2026 16:33:05 (GMT)	-	-	-	-

- Reminder mail sent to JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/23/2026 23:59:32 (GMT)	-	-	-	-

- Reminder mail sent to JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/25/2026 23:59:31 (GMT)	-	-	-	-

- Reminder mail sent to JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 16:54:40 (GMT)	-	-	-	-

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 16:55:27 (GMT)	3.231.237.226	-	Chrome 118	Mac OS X 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 16:55:28 (GMT)	3.231.237.226	-	Chrome 118	Mac OS X 10

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 16:55:30 (GMT)	35.137.205.90	-	Edge 148	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 16:55:31 (GMT)	35.137.205.90	-	Edge 148	Windows 10

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 18:07:17 (GMT)	3.231.237.226	-	Chrome 118	Mac OS X 10

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 18:07:19 (GMT)	35.137.205.90	-	Edge 148	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 18:07:20 (GMT)	35.137.205.90	-	Edge 148	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 18:10:31 (GMT)	35.137.205.90	-	Edge 148	Windows 10

- Document eSigned by JIM COLLIER (JCOLLIER@ESS-1.NET)
Signature Method - Signature Drawn (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 18:10:31 (GMT)	35.137.205.90	-	Edge 148	Windows 10

- Document emailed
Sent to - Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 18:10:35 (GMT)	-	-	-	-

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 18:10:42 (GMT)	35.137.205.90	-	Edge 148	Windows 10

- Email link authenticated by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 18:11:01 (GMT)	12.139.123.251	-	Edge 147	Windows 10

- Document viewed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 18:11:01 (GMT)	12.139.123.251	-	Edge 147	Windows 10

- Email link authenticated by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 18:11:18 (GMT)	3.210.36.255	-	Edge 147	Windows 10

- Document viewed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 18:11:18 (GMT)	3.210.36.255	-	Edge 147	Windows 10

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 18:20:28 (GMT)	97.78.136.234	-	Chrome 148	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 18:20:28 (GMT)	97.78.136.234	-	Chrome 148	Windows 10

- PDF agreement downloaded by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 18:20:43 (GMT)	97.78.136.234	-	Chrome 148	Windows 10

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 20:53:57 (GMT)	74.244.153.56	-	Chrome Mobile iOS 148	iOS 26

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 20:53:57 (GMT)	74.244.153.56	-	Chrome Mobile iOS 148	iOS 26

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 20:54:02 (GMT)	50.16.75.194	-	Chrome Mobile iOS 148	iOS 26

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 20:54:03 (GMT)	50.16.75.194	-	Chrome Mobile iOS 148	iOS 26

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 20:54:26 (GMT)	74.244.153.56	-	Chrome Mobile iOS 148	iOS 26

- Document eSigned by Jenny McCollum (gleejs@jea.com)
Signature Method - Signature Drawn (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 20:54:26 (GMT)	74.244.153.56	-	Chrome Mobile iOS 148	iOS 26

- Document emailed
Sent to - Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/26/2026 20:54:31 (GMT)	-	-	-	-

- Email link authenticated by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/27/2026 11:46:33 (GMT)	12.139.123.251	-	Edge 147	Windows 10

- Document viewed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/27/2026 11:46:34 (GMT)	12.139.123.251	-	Edge 147	Windows 10

- Email link authenticated by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/27/2026 11:46:38 (GMT)	3.208.190.188	-	Edge 147	Windows 10

- Document viewed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/27/2026 11:46:38 (GMT)	3.208.190.188	-	Edge 147	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/27/2026 11:46:42 (GMT)	12.139.123.251	-	Edge 147	Windows 10

- Document eSigned by Jessie Talley (talljb@jea.com)
Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
05/27/2026 11:46:42 (GMT)	12.139.123.251	-	Edge 147	Windows 10

- Final agreement emailed
Sent to - JIM COLLIER (JCOLLIER@ESS-1.NET)
Jenny McCollum (gleejs@jea.com)
Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/27/2026 11:46:46 (GMT)	-	-	-	-

End of Report

Sender Assigned Fields To Recipients

Recipient	Field	Required	PDF Page No.	Value	Activity Time
JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Signature	Yes	Page No.:3	 Signed on 05/26/2026 14:10:31 (GMT -5:00)	05/26/2026 18:10:31 (GMT)
JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Signed Date	Yes	Page No.:3	05/26/2026 14:10:31 (GMT -5:00)	05/26/2026 18:10:31 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signature	Yes	Page No.:3	 Signed on 05/26/2026 16:54:26 (GMT -4:00)	05/26/2026 20:54:26 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signed Date	Yes	Page No.:3	05/26/2026 16:54:26 (GMT -4:00)	05/26/2026 20:54:26 (GMT)
Jessie Talley (talljb@jea.com)	Field Type: Signature	Yes	Page No.:3	 Signed on 05/27/2026 07:46:42 (GMT -5:00)	05/27/2026 11:46:42 (GMT)
Jessie Talley (talljb@jea.com)	Field Type: Signed Date	Yes	Page No.:3	05/27/2026 07:46:42 (GMT -5:00)	05/27/2026 11:46:42 (GMT)

Company and its Users' Disclosure Regarding Conducting Business Electronically, and Signing Documents Electronically

By using Certinal Application, you hereby specifically provide your consent to use Certinal Application for receiving notifications electronically and/or electronically signing e-documents rather than executing those documents through wet signatures. If you do not wish to receive notifications electronically and/or execute e-documents by applying electronic signatures, then you may withdraw your consent in following manner:

- You may notify the sender by writing email to the sender of e-document that you do not wish to execute e-documents by applying electronic signatures.
- You may write email to the sender of e-document and ask the sender to provide print of the document for executing the same by applying wet signatures.
- You yourself may download the document from Certinal Application and print the same for executing it by applying wet signatures.

Any such action of yours by which you do not proceed to electronically sign e-documents shall be construed as withdrawal of your consent to electronically sign e-documents.

You may be required to pay to the sender for executing hard copy of the document through wet signatures needs to be settled between you and the sender. Certinal is not liable in any manner whatsoever related to any such cost if any incurred by you.

After withdrawal of such consent if at any time in future you again use the Certinal Application either to electronically sign the same document for which you had earlier withdrawn your consent or you use the Certinal Application to sign any other new document then by such act of yours you acknowledge that you are consenting to use Certinal Application for electronically signing e-documents.

Following are the system requirements for using Certinal Application.

System Requirements	
RAM Requirements	Minimum: 8GB Recommended: 16GB
Hard Disk Requirements	100GB
Supported Operating system	MAC OS X v11 or later and Windows 8, 10
Supported Browser	<i>*Edge Chromium based browser Recommended</i> Edge Version 81.0.416.58 + Firefox Version 75.0 + Chrome 78.0.3904.97 + Safari 11 +
System Resolution	1920*1080, 1024*768, 1152*864, 1366*768, 1440x900, 2560*1600, 3072*1920
Additional Hardware/Software Requirements	4 Cores (CPU)

Please note that Edge Chromium based browser, Firefox, and Chrome are evergreen browsers with automatic updates. Support is provided for two of their latest stable releases. The supported versions will change as and when they release a new version.

Following are the document formats supported for electronic signature.

- PDF (.pdf)
- Word (.doc and .docx)
- Graphics (.tif, .jpg, .jpeg, .gif, .bmp, and .png)

You are required to have Acrobat® or similar software applications to view electronically signed document.

DS
YR

Initial
MD



CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name Engineered Spray Solutions, LLC

Project Name: #JEA11199

Bid/Reference # JEA (Jacksonville Electric Authority)

Contract Type: Piggyback

Original Contract Date: 10/11/2025 New End Date: 9/30/2026

Resolution # 2025-156

City Council Approval Date: 10/07/2025

City's Project Manager Christopher Crawford

Brief Description/Purpose:

First renewal to utilize the terms, conditions, scope and pricing of the JEA agreement for Sanitary Sewer Manhole Structural Rehabilitation as needed.

Approvals:

Responsible Dept. Director Brian Roche
City Finance Helena Alves
City Attorney Marcus Duffy

Date: Oct 21, 2025 | 8:48 AM PDT

Date: Oct 21, 2025 | 4:00 PM EDT

Date: Oct 21, 2025 | 9:03 PM EDT

Acting City Manager Lauren Johnston

Date: Oct 22, 2025 | 1:48 PM EDT

Vendor Name and Email Jim Collier jcollier@acus-us.com



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Engineered Spray Solutions, LLC
Attn: Jim Collier
1306 Banana Rd
Lakeland, Florida 33810

RE: Letter Authorizing Piggyback Contract Renewal

Sanitary Sewer Manhole Structural Rehabilitation

Contract Name

JEA (Jacksonville Electric Authority) #JEA11199

Contract #

Dear ,

The City of Palm Coast, Florida requests permission to renew the engagement letter dated October 11, 2025 until September 30, 2026. Such renewal shall be under the same terms and conditions, including pricing, as the agreement with Jacksonville Electric Authority. If agreed, please indicate approval by electronically signing below. This is the first renewal. **This renewal incorporates the updated Florida Statutes requirements as outlined below.**

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

If agreed, please indicate approval by electronically signing below.

Please feel free to contact me at the email address below, if you have any questions. Regards,

Nathalie Garcia

Nathalie Garcia
Sr. Contracts and Procurement Coordinator
ngarcia@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

DocuSigned by:
CITY OF PALM COAST
By Lauren Johnston
17644D609F7D434...

Print: Lauren Johnston
Title: Acting City Manager
Date: Oct 22, 2025 | 1:48 PM EDT

DocuSigned by:
ENGINEERED SPRAY SOLUTIONS
By [Signature]
3E2D881879D34...
(Authorized Signatory)

Print Name: Jim Collier
Title: President
Date: Oct 17, 2025 | 10:48 PM PDT



please recycle

palmcoastgov.com

ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”

2. Prohibition against considering social, environmental, political, or ideological interests in government contracting

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. Scrutinized Companies

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. Public Records.

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY’s custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from SUPPLIER’S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

5. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

6. Sovereign Immunity.

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

7. Taxes.

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

By:

DocuSigned by:



17644D609F7D434...

Print: Lauren Johnston

Title: Acting City Manager

Date: Oct 22, 2025 | 1:48 PM EDT

COMPANY

By:

DocuSigned by:



3E2D881879D34FA...
(Authorized Signatory)

Print Name: Jim Collier

Title: President

Date: Oct 17, 2025 | 10:48 PM PDT

Sanitary Sewer Manhole Structural Rehabilitation and Repair

**AMENDMENT # 6
TO CONTRACT # JEA11199
BETWEEN
JEA
AND
ENGINEERED SPRAY SOLUTIONS LLC**

THIS AMENDMENT NUMBER 6 (“Sixth Amendment”) is made and entered into this 4th day of September, 2025, (the “Effective Date”), by and between **JEA**, a body politic and corporate located at 225 N. Pearl St., Jacksonville, Florida, 32202, and **ENGINEERED SPRAY SOLUTIONS LLC**, a Florida corporation authorized to perform work in the State of Florida, with a principal address of 1306 BANANA RD, LAKELAND, Florida, 33810, United States (the “Company”).

RECITALS:

WHEREAS, on **October 01, 2022**, the parties made and entered into an agreement (the “Original Agreement”) under which Company agreed to provide “**Sanitary Sewer Manhole Structural Rehabilitation**” (the Work), to JEA until **September 30, 2025**, (the “Term”), with the option of two (2), one (1) year renewals, with a maximum indebtedness of **Four Million and 00/100 Dollars (\$4,000,000.00)** (the “Maximum Indebtedness”); and

WHEREAS, on **October 19, 2022**, JEA corrected the Original Agreement, Exhibit A, Page 2 for Item No. # 11 and revised the Unit Price from \$36.00 to \$18.00; and

WHEREAS, on **November 04, 2022**, JEA revised the Original Agreement to include Payment & Performance Bonds in the amount of **Five Hundred Thousand and 00/100 Dollars (\$500,000.00)**; and

WHEREAS, on **March 18, 2025**, JEA increased the Maximum Indebtedness in the amount of **Four Hundred Thousand and 00/100 Dollars (\$400,000.00)**, as allowed by the JEA

Procurement Code, for a new Maximum Indebtedness of **Four Million Four Hundred Thousand and 00/100 Dollars (\$4,400,000.00)**; and

WHEREAS, on **April 10, 2025**, JEA increased the Maximum Indebtedness in the amount of **One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00)**, as approved by the JEA Awards Committee, for a new Maximum Indebtedness of **Five Million Seven Hundred Thousand and 00/100 Dollars (\$5,700,000.00)**; and

WHEREAS, on **July 28, 2025**, JEA increased the Maximum Indebtedness in the amount of **Five Hundred Seventy Thousand and 00/100 Dollars (\$570,000.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **Six Million Two Hundred Seventy Thousand and 00/100 Dollars (\$6,270,000.00)** and renewed the Term of the Original Agreement until **September 30, 2026**; and

WHEREAS, JEA now desires to increase the Maximum Indebtedness in the amount of **Two Million and 00/100 Dollars (\$2,000,000.00)**, as approved by the JEA Awards Committee on **September 04, 2025**, for a new Maximum Indebtedness of **Eight Million Two Hundred Seventy Thousand and 00/100 Dollars (\$8,270,000.00)**.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Maximum Indebtedness.** The Maximum Indebtedness of the Original Agreement shall be increased by **Two Million and 00/100 Dollars (\$2,000,000.00)**, and shall be invoiced to JEA in accordance with the Original Agreement. The Maximum Indebtedness shall now be **Eight Million Two Hundred Seventy Thousand and 00/100 Dollars (\$8,270,000.00)**.

2. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year first above written.

SIGNATURES TO FOLLOW

ENGINEERED SPRAY SOLUTIONS, LLC

Signature:

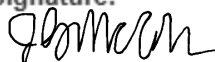


Signed on 09/15/2025 | 09:45:55 (GMT -5:00)

Email: JCOLLIER@ESS-1.NET
Name: JIM COLLIER
Title: President
Date: 09/15/2025 | 09:45:55 (GMT -5:00)

JEA

Signature:



Signed on 09/15/2025 | 09:58:08 (GMT -5:00)

Email: gleejs@jea.com
Name: Jenny McCollum
Title: Director, Procurement Services
Date: 09/15/2025 | 09:58:08 (GMT -5:00)

JEA-Witness

Signature:



Signed on 09/15/2025 | 10:01:41 (GMT -5:00)

Email: talljb@jea.com
Name: Jessie Talley
Title: Contracts Associate
Date: 09/15/2025 | 10:01:41 (GMT -5:00)

BPO Mgr. Approval

DS
JR

City Attorney Approval

Initial
MJ**CONTRACT EXECUTIVE OVERVIEW**

Vendor Name: Engineered Spray Solutions, LLC

Bid/Contract Ref # #JEA11199

Agency Name: JEA (Jacksonville Electric Authority)

Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2025- 156 City Council Approval Date: 10/07/2025

Contract Term End Date 09/30/2025

Renewable Y/N Y If yes # and length of renewals: 2 one-year renewals

City's Project Manager(s) Christopher Crawford

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the JEA agreement for Sanitary
Sewer Manhole Structural Rehabilitation as needed.

Approvals:

Responsible Dept. Director Brian Roche
 Signed by: 0217FE7182744DB...

City Finance Helena Alves
 Signed by: 4F2A3892B67B492...

City Attorney Marcus Duffy
 Signed by: A9D59FA509FD417...

Acting City Manager Lauren Johnston
 Signed by: 17644D609F7D434...

Date: Oct 11, 2025 | 7:05 AM PDTDate: Oct 10, 2025 | 3:16 PM EDTDate: Oct 10, 2025 | 3:34 PM EDTDate: Oct 11, 2025 | 8:55 PM EDT

Vendor Name and Email Jim Collier jcollier@acus-us.com



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Jim Collier
Engineered Spray Solutions LLC
1306 Banana Rd
Lakeland, Florida 33810

RE: Engagement Letter Authorizing Piggyback

Sanitary Sewer Manhole Structural Rehabilitation
Contract Name

JEA (Jacksonville Electric Authority) #JEA11199
Contract Reference

Dear Jim,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,
Nathalie Garcia
Nathalie Garcia
Sr. Contracts & Procurement Coordinator
ngarcia@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

DocuSigned by:
By: *Lauren Johnston*
17644D609F7D434...

Print: Lauren Johnston

Title: Acting City Manager

Date:

Oct 11, 2025 | 8:55 PM EDT

ENGINEERED SPRAY SOLUTIONS LLC

By: *Jim Collier*
6720E51DC6AD498... (Authorized Signatory)
Print Name: Jim Collier

Title: President

Date: Aug 27, 2025 | 2:33 PM EDT

ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”

2. Prohibition against considering social, environmental, political, or ideological interests in government contracting

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. Scrutinized Companies

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. Public Records.

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1) (a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
7. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

9. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

10. **Sovereign Immunity**

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. Taxes

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

DocuSigned by:

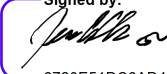
By: 17044D009F7D434...

Print: Lauren Johnston

Title: Acting City Manager

Date: Oct 11, 2025 | 8:55 PM EDT

SUPPLIER

Signed by:

By: 6720E51DC6AD496...
(Authorized Corporate Officer)

Print Name: Jim Collier

Title: President

Date: Aug 27, 2025 | 2:33 PM EDT

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

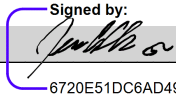
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual’s Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Engineered Spray Solutions, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Jim Collier

Title: President

Signed by:
Signature: 
6720E51DC6AD496...

Date: Aug 27, 2025 | 2:33 PM EDT



FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____

Signed: _____

Entity: _____

Name:

Title:

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2024, by _____.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____

OR Produced Identification _____

Type of Identification Produced _____

E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

ATTACH NOTARIZED AFFIDAVIT HERE



ATTACH PROOF OF REGISTRATION HERE



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

**CONTRACT
BETWEEN
JEA
AND
ENGINEERED SPRAY SOLUTIONS, LLC.
JEA CONTRACT # JEA11199**

THIS CONTRACT is made and entered into as of the 1st day of October, 2022 (the “**Effective Date**”) by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida (“**JEA**”) and, **ENGINEERED SPRAY SOLUTIONS, LLC.**, a Florida Limited Liability Company authorized to conduct business in the state of Florida with its principal address at 1306 BANANA RD, LAKELAND, Florida, 33810, United States (“**Company**”).

WHEREAS, JEA issued a Solicitation 1410804046 for “**Sanitary Sewer Manhole Structural Rehabilitation and Repair**”, as amended by Addendum Number One dated August 18, 2022, and Addendum Number Two dated September 02, 2022 (the “**Solicitation**”); and

WHEREAS, based on Company’s response to the Solicitation (the “**Response**”), on **October 06, 2022**, JEA’s Awards Committee awarded a contract to Company to provide certain services to JEA as described in the Solicitation (the “**Work**”);

NOW THEREFORE, in consideration of the mutual covenants contained below, JEA and Company agree as follows:

1. Engagement and Performance of Work. JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Contract.

2. Compensation. JEA shall pay the Company for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.

3. Maximum Indebtedness. JEA’s maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed **Four Million and 00/100 Dollars (\$4,000,000.00)**. All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.

4. Term. The term of this Contract shall commence on the Effective Date and shall continue through **September 30, 2025**, unless sooner terminated in accordance with the terms of the Solicitation. JEA shall have the right, in its sole discretion, to renew this Contract for up to two (2) additional terms of one (1) year(s) each.

5. Contract Documents. This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
- Any Addenda to the Solicitation issued by JEA
- The Solicitation as originally issued by JEA, including all amendments, technical specifications, appendices and exhibits thereto
- JEA Purchase Order
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by JEA

6. Notices.

All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to JEA:

JEA
21 W. Church Street
Jacksonville, Florida 32202
Attn: Justin B. Sencer

and to:

JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration
bearhb@jea.com

As to the Company:

ENGINEERED SPRAY SOLUTIONS LLC
1306 BANANA RD, LAKE LAND, Florida, 33810, United States
Attn: JIM COLLIER
Email: jcollier@ess-1.net

7. Authority. Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

8. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement,

representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., “shrink wrap” terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. Amendments. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

10. Counterparts. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, JEA and Company have duly executed this Contract as of the Effective Date.

JEA:

JEA
Signature:

Signed on Oct 19,2022 | 19:18:41 (GMT -5:00)

Email: gleejs@jea.com
Name: Jenny McCollum
Title: Director, Procurement Services
Date: Oct 19,2022 | 19:18:41 (GMT -5:00)

WITNESS:

JEA
Signature:

Signed on Oct 10,2022 | 13:47:34 (GMT -5:00)

Email: talljb@jea.com
Name: Jessica Talley
Title: Contracts Assistant
Date: Oct 10,2022 | 13:47:34 (GMT -5:00)

COMPANY:

ENGINEERED SPRAY SOLUTIONS, LLC
Signature:
JIM COLLIER
Signed on Oct 10,2022 | 13:37:40 (GMT -5:00)

Email: JCOLLIER@ESS-1.NET
Name: JIM COLLIER
Title: Authorized Representative
Date: Oct 10,2022 | 13:37:40 (GMT -5:00)

FORM APPROVED:

JEA
Signature:

Signed on Oct 19,2022 | 18:49:42 (GMT -5:00)

Email: lavirc@jea.com
Name: Rebecca Lavie
Title: Assistant General Counsel
Date: Oct 19,2022 | 18:49:42 (GMT -5:00)

Exhibit A

Appendix B - Bid Forms
1410804046 Sanitary Sewer Manhole Structural Rehabilitation and Repair

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: Engineered Spray Solutions LLC

Company's Address: 1306 Banana Road, Lakeland Florida 33810

License Number: CGC 1504067

Phone Number: 863-577-4821 FAX No: Email Address: jcollier@ess-l.net

BID SECURITY REQUIREMENTS ☐ None required ☒ Certified Check or Bond (Five Percent (5%))	TERM OF CONTRACT ☐ One Time Purchase ☐ Annual Requirements ☒ Other, Specify - Project Completion
SAMPLE REQUIREMENTS ☒ None required ☐ Samples required prior to Bid Opening ☐ Samples may be required subsequent to Bid Opening	SECTION 255.05, FLORIDA STATUTES CONTRACT BOND ☐ None required ☒ Bond required 100% of Bid Award
QUANTITIES ☐ Quantities indicated are exacting ☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	INSURANCE REQUIREMENTS Insurance required
PAYMENT DISCOUNTS ☒ 1% 20, net 30 ☐ 2% 10, net 30 ☐ Other ☐ None Offered	
ENTER YOUR BID FOR SOLICITATION 1410804046	TOTAL BID PRICE
Total Bid Price (enter total from cell H23 in the Bid Workbook)	\$28,753,050.00
☒ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".	
BIDDER CERTIFICATION	
By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.	
We have received addenda _____ 1 _____ through _____ 2 _____	Handwritten Signature of Authorized Officer of Company or Agent Date 9/13/22 James J Collier Printed Name and Title

1410804046 Appendix B - Bid Workbook							
Sanitary Sewer Manhole Structural Rehabilitation and Repair							
(Only complete the Prices in Yellow Cells)							
Spec No. column values beginning with "2" refer to a paragraph in the solicitation.					Spec No. column values beginning with "9" refer to SPECIAL CONDITION ITEM 900 SERIES in Appendix A - Technical Specifications.		
Company name					Engineered Spray Solutions LLC		
Item No.	Spec No.	Est. Qty.	Unit	Description	Unit Price	Annual Extended Price	3 Year Extended Price
1	901	45	EA	Mobilization	\$12,500.00	\$562,500.00	\$1,687,500.00
2	902	4,000	SF	Surface Preparation - Existing Fiberglass liner	\$12.00	\$48,000.00	\$144,000.00
3	903	13,000	SF	Removal of Existing Epoxy or Polyurea Liners	\$38.00	\$494,000.00	\$1,482,000.00
4	904	120	EA	Bench and Invert Channel Repair	\$1,450.00	\$174,000.00	\$522,000.00
5	905	2,235	GAL	Chemical Grouting Sealing	\$195.00	\$435,825.00	\$1,307,475.00
6	906	55	EA	Install/Replace Inside Drop System, <=8"	\$1,200.00	\$66,000.00	\$198,000.00
7	906	20	EA	Install/Replace Inside Drop System, >=10"	\$1,600.00	\$32,000.00	\$96,000.00
8	907	4,000	SF	Installing Corrosion Inhibiting Coating on New Manhole	\$44.00	\$176,000.00	\$528,000.00
9	907	7,000	SF	Installing Corrosion Inhibiting Coating on Existing Manhole	\$56.00	\$392,000.00	\$1,176,000.00
10	908	54,000	SF	Install Epoxy, Polyurea or Polyurethane Structural Coating, Minimum Thickness	\$80.00	\$4,320,000.00	\$12,960,000.00
11	908	63,000	SF	Install Epoxy, Polyurea or Polyurethane Structural Coating, Additional 0.125-in of thickness	\$36.00	\$2,268,000.00	\$6,804,000.00
12	909	357	EA	Manhole Inspection Level 2 with 3D scan and imagery	\$325.00	\$116,025.00	\$348,075.00
				Cash Allowances			
	910	1	LS	Bypass Pumping Service Allowance	\$200,000.00	\$200,000.00	\$600,000.00
	911	1	LS	Maintenance of Traffic Allowance	\$200,000.00	\$200,000.00	\$600,000.00
	2.14.4	1	LS	SWA Allowance	\$100,000.00	\$100,000.00	\$300,000.00
Total Bid Price (transfer total to Page 1 Appendix B - Bid Form)						\$28,753,050.00	

CERTINAL eSign

Final Audit Report

Contract number JEA11199, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair

Audit Summary for Contract number JEA11199, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair

Report Time 10/19/2022 23:18:47 (GMT)	Agreement Name Contract number JEA11199, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair	Document Created Time 10/10/2022 13:48:51 (GMT)
Document Created By Jessica Talley (talljb@jea.com)	Document Sent Time 10/10/2022 13:48:51 (GMT)	Transaction ID b93df536-ad22-414b-916d-3c32bf8ed116
Documents 1665409712285.pdf	Recipients JIM COLLIER (JCOLLIER@ESS-1.NET), Jessica Talley (talljb@jea.com), Rebecca Lavie (lavirc@jea.com), Jenny McCollum (gleejs@jea.com)	Document Status Completed
Document Status Action Time 10/19/2022 23:18:47 (GMT)	Number of Signatures 4	Number of Initials 0
Number of Stamps 0	Number of Pages in Document 7	CC Users

Audit Events

- Document created by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 13:48:51 (GMT)	207.211.63.71	-	-	-

- Document emailed by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)
Sent to - JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 13:48:56 (GMT)	-	-	-	-

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
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- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 17:09:28 (GMT)	97.78.136.234	-	Chrome 106	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 17:37:40 (GMT)	97.78.136.234	-	Chrome 106	Windows 10

- Document eSigned by JIM COLLIER (JCOLLIER@ESS-1.NET)
Signature Method - Signature Typed

Time	IP Address	Geolocation	Browser	OS
10/10/2022 17:37:40 (GMT)	97.78.136.234	-	Chrome 106	Windows 10

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
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- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
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- Document emailed
Sent to - Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 17:37:49 (GMT)	-	-	-	-

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
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- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 17:37:51 (GMT)	97.78.136.234	-	Chrome 106	Windows 10

- Email link authenticated by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
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- Document viewed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 17:47:24 (GMT)	12.139.123.91	-	Chrome 105	Windows 10

- Email link authenticated by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 17:47:27 (GMT)	54.165.109.22	-	Chrome 105	Windows 10

- Document viewed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 17:47:28 (GMT)	54.165.109.22	-	Chrome 105	Windows 10

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Time	IP Address	Geolocation	Browser	OS
10/10/2022 17:47:35 (GMT)	12.139.123.91	-	Chrome 105	Windows 10

- Document eSigned by Jessica Talley (talljb@jea.com)
Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 17:47:35 (GMT)	12.139.123.91	-	Chrome 105	Windows 10

- Document emailed
Sent to - Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 17:47:42 (GMT)	-	-	-	-

- Reminder mail sent to Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/13/2022 22:48:34 (GMT)	-	-	-	-

- Email link authenticated by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 22:44:41 (GMT)	12.139.123.91	-	Chrome 104	Windows 10

- Document viewed by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 22:44:42 (GMT)	12.139.123.91	-	Chrome 104	Windows 10

- Email link authenticated by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 22:44:47 (GMT)	23.21.227.46	-	Chrome 104	Windows 10

- Document viewed by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 22:44:47 (GMT)	23.21.227.46	-	Chrome 104	Windows 10

- Email link authenticated by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 22:45:24 (GMT)	64.120.28.53	-	Chrome 104	Windows 10

- Document viewed by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 22:45:26 (GMT)	64.120.28.53	-	Chrome 104	Windows 10

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Time	IP Address	Geolocation	Browser	OS
10/19/2022 22:49:42 (GMT)	12.139.123.91	-	Chrome 104	Windows 10

- Document eSigned by Rebecca Lavie (lavirc@jea.com)
Signature Method - Signature Typed

Time	IP Address	Geolocation	Browser	OS
10/19/2022 22:49:42 (GMT)	12.139.123.91	-	Chrome 104	Windows 10

- Document emailed
Sent to - Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 22:49:52 (GMT)	-	-	-	-

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 23:17:00 (GMT)	67.190.249.60	-	Chrome Mobile 106	iOS 16

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 23:17:00 (GMT)	67.190.249.60	-	Chrome Mobile 106	iOS 16

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 23:17:04 (GMT)	52.73.188.4	-	Chrome Mobile 106	iOS 16

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 23:17:04 (GMT)	52.73.188.4	-	Chrome Mobile 106	iOS 16

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 23:17:39 (GMT)	85.114.136.119	-	Chrome 104	Windows 10

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 23:17:42 (GMT)	85.114.136.119	-	Chrome 104	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 23:18:41 (GMT)	67.190.249.60	-	Chrome Mobile 106	iOS 16

- Document eSigned by Jenny McCollum (gleejs@jea.com)
Signature Method - Signature Drawn (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 23:18:41 (GMT)	67.190.249.60	-	Chrome Mobile 106	iOS 16

- Final Agreement Emailed
Sent to - Jenny McCollum (gleejs@jea.com)
JIM COLLIER (JCOLLIER@ESS-1.NET)
Rebecca Lavie (lavirc@jea.com)
Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 23:18:47 (GMT)	-	-	-	-

End of Report

Sender Assigned Fields To Recipients

Recipient	Field	Required	PDF Page No.	Value	Activity Time
JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Signature Field Name: null	Yes	Page No.: 4	JIM COLLIER Signed on Oct 10, 2022 13:37:40 (GMT -5:00)	10/10/2022 17:37:42 (GMT)
JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Title Field Name: null	Yes	Page No.: 4	Authorized Representative	10/10/2022 17:37:42 (GMT)
JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Signed Date Field Name: null	Yes	Page No.: 4	Oct 10, 2022 13:37:42 (GMT -5:00)	10/10/2022 17:37:42 (GMT)
Jessica Talley (talljb@jea.com)	Field Type: Signature Field Name: null	Yes	Page No.: 4	<i>Jessica Talley</i> Signed on Oct 10, 2022 13:47:34 (GMT -5:00)	10/10/2022 17:47:37 (GMT)
Jessica Talley (talljb@jea.com)	Field Type: Signed Date Field Name: null	Yes	Page No.: 4	Oct 10, 2022 13:47:37 (GMT -5:00)	10/10/2022 17:47:37 (GMT)
Rebecca Lavie (lavirc@jea.com)	Field Type: Signature Field Name: null	Yes	Page No.: 4	<i>Rebecca Lavie</i> Signed on Oct 19, 2022 18:49:42 (GMT -5:00)	10/19/2022 22:49:45 (GMT)
Rebecca Lavie (lavirc@jea.com)	Field Type: Signed Date Field Name: null	Yes	Page No.: 4	Oct 19, 2022 18:49:45 (GMT -5:00)	10/19/2022 22:49:45 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signature Field Name: null	Yes	Page No.: 4	<i>JMcCollum</i> Signed on Oct 19, 2022 19:18:41 (GMT -5:00)	10/19/2022 23:18:43 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signed Date Field Name: null	Yes	Page No.: 4	Oct 19, 2022 19:18:43 (GMT -5:00)	10/19/2022 23:18:43 (GMT)

Parties accepted the User Disclosure: JIM COLLIER (JCOLLIER@ESS-1.NET), Jessica Talley (talljb@jea.com), Rebecca Lavie (lavirc@jea.com), Jenny McCollum (gleejs@jea.com)

Company and its Users' Disclosure Regarding Conducting Business Electronically, and Signing Documents Electronically

By using Certinal Application, you hereby specifically provide your consent to use Certinal Application for receiving notifications electronically and/or electronically signing e-documents rather than executing those documents through wet signatures. If you do not wish to receive notifications electronically and/or execute e-documents by applying electronic signatures, then you may withdraw your consent in following manner:

- You may notify the sender by writing email to the sender of e-document that you do not wish to execute e-documents by applying electronic signatures.
- You may write email to the sender of e-document and ask the sender to provide print of the document for executing the same by applying wet signatures.
- You yourself may download the document from Certinal Application and print the same for executing it by applying wet signatures.

Any such action of yours by which you do not proceed to electronically sign e-documents shall be construed as withdrawal of your consent to electronically sign e-documents.

You may be required to pay to the sender for executing hard copy of the document through wet signatures needs to be settled between you and the sender. Certinal is not liable in any manner whatsoever related to any such cost if any incurred by you.

After withdrawal of such consent if at any time in future you again use the Certinal Application either to electronically sign the same document for which you had earlier withdrawn your consent or you use the Certinal Application to sign any other new document then by such act of yours you acknowledge that you are consenting to use Certinal Application for electronically signing e-documents.

Following are the system requirements for using Certinal Application.

System Requirements	
RAM Requirements	Minimum: 8GB Recommended: 16GB
Hard Disk Requirements	100GB
Supported Operating system	MAC OS X v11 or later and Windows 8, 10
Supported Browser	<i>*Edge Chromium based browser Recommended</i> Edge Version 81.0.416.58 + Firefox Version 75.0 + Chrome 78.0.3904.97 + Safari 11 +
System Resolution	1920*1080, 1024*768, 1152*864, 1366*768, 1440x900, 2560*1600, 3072*1920
Additional Hardware/Software Requirements	4 Cores (CPU)

Please note that Edge Chromium based browser, Firefox, and Chrome are evergreen browsers with automatic updates. Support is provided for two of their latest stable releases. The supported versions will change as and when they release a new version.

Following are the document formats supported for electronic signature.

- PDF (.pdf)
- Word (.doc and .docx)
- Graphics (.tif, .jpg, .jpeg, .gif, .bmp, and .png)

You are required to have Acrobat® or similar software applications to view electronically signed document.

1410804046 Appendix B - Bid Workbook for JEA

Spec No. column values beginning with "2" refer to a paragraph in the solicitation.

Spec No. column values beginning with "9" refer to SPECIAL CONDITION ITEM 900 SERIES in Appendix A - Technical Specifications.

				Company name	Engineered Spray Solutions LLC	
Item No.	Spec No.	Est. Qty.	Unit	Description	Unit Price	Annual Extended Price
1		0.00	EA	Mobilization (per 8-10- Manholes)	\$12,500.00	\$0.00
2		0.00	SF	Surface Preparation - Existing Fiberglass liner	\$12.00	\$0.00
3		0.00	SF	Removal of Existing Epoxy or Polyurea Liners	\$38.00	\$0.00
4		0.00	EA	Bench and Invert Channel Repair	\$1,450.00	\$0.00
5		0.00	GAL	Chemical Grouting Sealing	\$195.00	\$0.00
6		0.00	EA	Install/Replace Inside Drop System, <=8"	\$1,200.00	\$0.00
7		0.00	EA	Install/Replace Inside Drop System, >=10"	\$1,600.00	\$0.00
8		0.00	SF	Installing Corrosion Inhibiting Coating on New Manhole	\$44.00	\$0.00
9		0.00	SF	Installing Corrosion Inhibiting Coating on Existing Manhole	\$56.00	\$0.00
10		0.00	SF	Install Polyurethane Structural Coating, Minimum Thickness (based on 4'Diameter / 9' depth @250 Mil)	\$80.00	\$0.00
11		0.00	SF	Install Polyurethane Structural Coating, Additional 0.125-in of thickness	\$18.00	\$0.00
12		0.00	EA	Manhole Inspection Level 2 with 3D scan and imagery	\$325.00	\$0.00
				Cash Allowances		
		0.00	LS	Bypass Pumping Service Allowance	\$200,000.00	\$0.00
		0.00	LS	Maintenance of Traffic Allowance	\$200,000.00	\$0.00
		0.00	LS	Miscellaneous Allowance	\$100,000.00	\$0.00
Total Bid Price (transfer total to Page 1 Appendix B - Bid Form)						\$0.00

Sanitary Sewer Manhole Structural Rehabilitation and Repair

**AMENDMENT # 4
TO CONTRACT # JEA11199
BETWEEN
JEA
AND
ENGINEERED SPRAY SOLUTIONS LLC**

THIS AMENDMENT NUMBER 4 (“Fourth Amendment”) is made and entered into this 10th day of April, 2025, (the “Effective Date”), by and between **JEA**, a body politic and corporate located at 225 N. Pearl St., Jacksonville, Florida, 32202, and **ENGINEERED SPRAY SOLUTIONS LLC**, a Florida corporation authorized to perform work in the State of Florida, with a principal address of 1306 BANANA RD, LAKE LAND, Florida, 33810, United States (the “Company”).

RECITALS:

WHEREAS, on **October 01, 2022**, the parties made and entered into an agreement (the “Original Agreement”) under which Company agreed to provide “**Sanitary Sewer Manhole Structural Rehabilitation**” (the “Work”), to JEA until **September 30, 2025**, (the “Term”), with the option of two (2), one (1) year renewals, with a maximum indebtedness of **Four Million and 00/100 Dollars (\$4,000,000.00)** (the “Maximum Indebtedness”); and

WHEREAS, on **October 19, 2022**, JEA corrected the Original Agreement, Exhibit A, Page 2 for Item No. # 11 and revised the Unit Price from \$36.00 to \$18.00; and

WHEREAS, on **November 04, 2022**, JEA revised the Original Agreement to include Payment & Performance Bonds in the amount of **Five Hundred Thousand and 00/100 Dollars (\$500,000.00)**; and

WHEREAS, on **March 18, 2025**, JEA increased the Maximum Indebtedness in the amount of **Four Hundred Thousand and 00/100 Dollars (\$400,000.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **Four Million Four Hundred Thousand and 00/100 Dollars (\$4,400,000.00)**.

WHEREAS, JEA now desires to increase the Maximum Indebtedness in the amount of **One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00)**, as approved by the JEA Awards Committee on **April 10, 2025**, for a new Maximum Indebtedness of **Five Million Seven Hundred Thousand and 00/100 Dollars (\$5,700,000.00)**.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Maximum Indebtedness.** The Maximum Indebtedness of the Original Agreement shall be increased by **One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00)**, and shall be invoiced to JEA in accordance with the Original Agreement. The Maximum Indebtedness shall now be **Five Million Seven Hundred Thousand and 00/100 Dollars (\$5,700,000.00)**.

2. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year first above written.

ENGINEERED SPRAY SOLUTIONS, LLC

Signature:



Signed on 04/16/2025 | 14:15:36 (GMT -4:00)

SIGNATURES TO FOLLOW

Email: JCOLLIER@ESS-1.NET
Name: JIM COLLIER
Title: President t
Date: 04/16/2025 | 14:15:36 (GMT -4:00)

JEA

Signature:



Signed on 04/17/2025 | 10:07:41 (GMT -5:00)

JEA-WITNESS

Signature:



Signed on 04/18/2025 | 09:12:50 (GMT -5:00)

Email: gleejs@jea.com
Name: Jenny McCollum
Title: Director, Procurement Services
Date: 04/17/2025 | 10:07:41 (GMT -5:00)

Email: talljb@jea.com
Name: Jessie Talley
Title: Contracts Associate
Date: 04/18/2025 | 09:12:50 (GMT -5:00)

Final Audit Report

CERTINAL eSign

Amendment number JEA11199, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair

Audit Summary for Amendment number JEA11199, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair

Report Time	Agreement Name	Document Created Time
04/18/2025 13:12:53 (GMT)	Amendment number JEA11199, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair	04/16/2025 15:26:03 (GMT)
Document Created By	Document Sent Time	Transaction ID
Jessica Talley (talljb@jea.com)	04/16/2025 15:26:03 (GMT)	cfedf8b9-f637-4f06-ab8b-cb5435e6faa9
Documents	Recipients	Document Status
90d642fd-397d-4bc3-b1e9-2d8456459121.pdf	JIM COLLIER (JCOLLIER@ESS-1.NET), Jenny McCollum (gleejs@jea.com), Jessie Talley (talljb@jea.com)	Completed
Document Status Action Time	Number of Signatures	Number of Initials
04/18/2025 13:12:53 (GMT)	3	0
Number of Stamps	Number of Pages in Document	CC Users
0	2	

Audit Events

- Document created by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)

Time	IP Address	Geolocation	Browser	OS
04/16/2025 15:26:03 (GMT)	207.211.63.177	-	-	-

- Document emailed by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)
Sent to - JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
04/16/2025 15:26:06 (GMT)	-	-	-	-

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
04/16/2025 18:11:23 (GMT)	174.208.224.24	-	Mobile Safari 18	iOS 18

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
04/16/2025 18:11:26 (GMT)	174.208.224.24	-	Mobile Safari 18	iOS 18

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
04/16/2025 18:13:37 (GMT)	174.208.224.24	-	Mobile Safari 18	iOS 18

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
04/16/2025 18:13:38 (GMT)	174.208.224.24	-	Mobile Safari 18	iOS 18

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Time	IP Address	Geolocation	Browser	OS
04/16/2025 18:15:36 (GMT)	174.208.224.24	-	Mobile Safari 18	iOS 18

- Document eSigned by JIM COLLIER (JCOLLIER@ESS-1.NET)
Signature Method - Signature Drawn (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
04/16/2025 18:15:36 (GMT)	174.208.224.24	-	Mobile Safari 18	iOS 18

- Document emailed
Sent to - Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
04/16/2025 18:15:44 (GMT)	-	-	-	-

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
04/16/2025 18:17:15 (GMT)	174.208.224.24	-	Mobile Safari 18	iOS 18

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
04/16/2025 18:17:15 (GMT)	174.208.224.24	-	Mobile Safari 18	iOS 18

- PDF agreement downloaded by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
04/16/2025 18:17:20 (GMT)	174.208.224.24	-	Mobile Safari 18	iOS 18

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
04/17/2025 14:07:01 (GMT)	136.175.73.75	-	Chrome Mobile iOS 135	iOS 18

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
04/17/2025 14:07:02 (GMT)	136.175.73.75	-	Chrome Mobile iOS 135	iOS 18

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
04/17/2025 14:07:23 (GMT)	52.6.130.99	-	Chrome Mobile iOS 135	iOS 18

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
04/17/2025 14:07:25 (GMT)	52.6.130.99	-	Chrome Mobile iOS 135	iOS 18

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
04/17/2025 14:07:41 (GMT)	136.175.73.75	-	Chrome Mobile iOS 135	iOS 18

- Document eSigned by Jenny McCollum (gleejs@jea.com)
Signature Method - Signature Drawn (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
04/17/2025 14:07:41 (GMT)	136.175.73.75	-	Chrome Mobile iOS 135	iOS 18

- Document emailed
Sent to - Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
04/17/2025 14:07:45 (GMT)	-	-	-	-

- Email link authenticated by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
04/18/2025 13:11:59 (GMT)	12.139.123.251	-	Edge 133	Windows 10

- Document viewed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
04/18/2025 13:12:00 (GMT)	12.139.123.251	-	Edge 133	Windows 10

• Email link authenticated by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
04/18/2025 13:12:07 (GMT)	100.28.142.11	-	Edge 133	Windows 10

• Document viewed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
04/18/2025 13:12:08 (GMT)	100.28.142.11	-	Edge 133	Windows 10

• Email link authenticated by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
04/18/2025 13:12:39 (GMT)	23.104.123.182	-	Chrome 131	Windows 10

• Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
04/18/2025 13:12:50 (GMT)	12.139.123.251	-	Edge 133	Windows 10

• Document eSigned by Jessie Talley (talljb@jea.com)
Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
04/18/2025 13:12:50 (GMT)	12.139.123.251	-	Edge 133	Windows 10

• Final agreement emailed
Sent to - JIM COLLIER (JCOLLIER@ESS-1.NET)
Jenny McCollum (gleejs@jea.com)
Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
04/18/2025 13:12:52 (GMT)	-	-	-	-

End of Report

Sender Assigned Fields To Recipients

Recipient	Field	Required	PDF Page No.	Value	Activity Time
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JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Title	Yes	Page No.:2	President t	04/16/2025 18:15:36 (GMT)
JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Signed Date	Yes	Page No.:2	04/16/2025 14:15:36 (GMT -4:00)	04/16/2025 18:15:36 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signature	Yes	Page No.:2	 Signed on 04/17/2025 10:07:41 (GMT -5:00)	04/17/2025 14:07:41 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signed Date	Yes	Page No.:2	04/17/2025 10:07:41 (GMT -5:00)	04/17/2025 14:07:41 (GMT)
Jessie Talley (talljb@jea.com)	Field Type: Signature	Yes	Page No.:2	 Signed on 04/18/2025 09:12:50 (GMT -5:00)	04/18/2025 13:12:50 (GMT)
Jessie Talley (talljb@jea.com)	Field Type: Signed Date	Yes	Page No.:2	04/18/2025 09:12:50 (GMT -5:00)	04/18/2025 13:12:50 (GMT)

Parties accepted the User Disclosure: JIM COLLIER (JCOLLIER@ESS-1.NET), Jenny McCollum (gleejs@jea.com), Jessie Talley (talljb@jea.com)

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You may be required to pay to the sender for executing hard copy of the document through wet signatures needs to be settled between you and the sender. Certinal is not liable in any manner whatsoever related to any such cost if any incurred by you.

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Following are the system requirements for using Certinal Application.

System Requirements	
RAM Requirements	Minimum: 8GB Recommended: 16GB
Hard Disk Requirements	100GB
Supported Operating system	MAC OS X v11 or later and Windows 8, 10
Supported Browser	<i>*Edge Chromium based browser Recommended</i> Edge Version 81.0.416.58 + Firefox Version 75.0 + Chrome 78.0.3904.97 + Safari 11 +
System Resolution	1920*1080, 1024*768, 1152*864, 1366*768, 1440x900, 2560*1600, 3072*1920
Additional Hardware/Software Requirements	4 Cores (CPU)

Please note that Edge Chromium based browser, Firefox, and Chrome are evergreen browsers with automatic updates. Support is provided for two of their latest stable releases. The supported versions will change as and when they release a new version.

Following are the document formats supported for electronic signature.

- PDF (.pdf)
- Word (.doc and .docx)
- Graphics (.tif, .jpg, .jpeg, .gif, .bmp, and .png)

You are required to have Acrobat® or similar software applications to view electronically signed document.

**AMENDMENT # 2
TO CONTRACT # JEA11199
BETWEEN
JEA
AND
ENGINEERED SPRAY SOLUTIONS LLC.**

THIS AMENDMENT NUMBER 2 (“Second Amendment”) is made and entered into this 4th day of November 2022, (the “Effective Date”), by and between **JEA**, a body politic and corporate located at 21 W. Church St., Jacksonville, Florida, 32202, and **ENGINEERED SPRAY SOLUTIONS LLC.**, a Florida corporation with a principal address of 1306 BANANA RD, LAKELAND, Florida, 33810, United States (the “Company”).

RECITALS:

WHEREAS, on **October 01, 2022**, the parties made and entered into an agreement (the “Original Agreement”) under which Company agreed to provide “**Sanitary Sewer Manhole Structural Rehabilitation**” (the “Work”), to JEA until **September 30, 2025**, (the “Term”), with the option of two (2), one (1) year renewals, with a maximum indebtedness of **Four Million and 00/100 Dollars (\$4,000,000.00)** (the “Maximum Indebtedness”); and

WHEREAS, on October 19, 2022, JEA corrected the Original Agreement, Exhibit A, Page 2 for Item No. # 11 and revised the Unit Price from \$36.00 to \$18.00; and

WHEREAS, JEA now desires to include in the Original Agreement Payment a requirement for Payment & Performance Bonds in the amount of **Five Hundred Thousand and 00/100 Dollars (\$500,000.00)** attached as Exhibit A in this amendment.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Payment & Performance Bonds.** The Original Agreement shall now require Payment & Performance bonds in the amount of **Five Hundred Thousand and 00/100 Dollars (\$500,000.00).**

2. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year first above written.

SIGNATURES TO FOLLOW

ENGINEERED SPRAY SOLUTIONS LLC

Signature:



Signed on Nov 22,2022 | 10:19:29 (GMT -5:00)

Email: JCOLLIER@ESS-1.NET
Name: JIM COLLIER
Title: Authorized Representative
Date: Nov 22,2022 | 10:19:29 (GMT -5:00)

JEA

Signature:



Signed on Nov 23,2022 | 16:42:00 (GMT -5:00)

Email: gleejs@jea.com
Name: Jenny McCollum
Title: Director, Procurement Services
Date: Nov 23,2022 | 16:42:00 (GMT -5:00)

JEA-WITNESS

Signature:



Signed on Nov 28,2022 | 07:32:19 (GMT -5:00)

Email: talljb@jea.com
Name: Jessica Talley
Title: Contracts Assistant
Date: Nov 28,2022 | 07:32:19 (GMT -5:00)

EXHIBIT A
PAYMENT & PERFORMANCE BONDS

JEA CONTRACT NUMBER JEA11199

SURETY BOND NUMBER _____

PERFORMANCE BOND

As to the Contractor/Principal:

Name: **ENGINEERED SPRAY SOLUTIONS, LLC.**

Telephone: (863) 577-4821

As to the Surety:

Name:

Principal Business Address:

Telephone: ()

As to the Owner of the Property/Contracting Public Entity:

Name: JEA, 21 W. Church St., Jacksonville, FL 32202

Telephone: (904) 665-6000

Description of project including address and description of improvements:

**“Sanitary Sewer Manhole Structural Rehabilitation and Repair”
PROJECT NUMBER: 175-50S; 175-S**

JEA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that **ENGINEERED SPRAY SOLUTIONS, LLC.**, as Principal, (hereinafter called “Contractor”), and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called “Surety”), are each held and firmly bonded unto JEA, a body politic and corporate, in Duval County, Florida, as Obligee (hereinafter called “JEA”), in the sum of **Five Hundred Thousand and 00/100 Dollars (\$500,000.00)**, lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the 1st day of _October 2022, entered into a contract with JEA (Contract # **JEA11199**) for “**Sanitary Sewer Manhole Structural Rehabilitation and Repair**” pursuant to Solicitation #1410804046; all of said work to be done in the time and manner and in strict accordance with any advertisement for bids for said work and done in strict compliance with the drawings, plans and specifications for said work and requirements of JEA proposal and award therefor and of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the “Contract”), all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: (1) provide JEA with a certified copy of the recorded bond before commencing the work (or before recommencing the work after a default or abandonment; and (2) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and (3) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and (4) pay JEA all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney’s fees, including appellate proceedings, that JEA sustains because of a default by Contractor under the Contract; then this Bond shall be void; otherwise it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by JEA, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes, does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by JEA to be in default under the Contract, JEA having performed JEA's obligations thereunder, the Surety shall, at JEA's sole option, take one (1) of the following actions upon JEA's written notice:

- (1) Within a reasonable time, but in no event later than thirty (30) days from JEA's written notice of termination for default, the Surety shall arrange for the Company, with JEA's consent, to complete the Contract. Subject to the provisions below, JEA shall promptly pay the balance of the Contract price to the Surety upon completion of the Contract; or
- (2) (A) Within a reasonable time, but in no event longer than sixty (60) days from JEA's written notice of termination for default, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions and, upon determination by Surety of the lowest responsible qualified bidder, award a contract to complete the Work required by the Contract, issue and notice to proceed, and timely pay the costs to complete the Contract, less the balance of the Contract price; or (B) JEA may elect to have the Surety determine jointly with JEA the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and JEA to complete the Work required by the Contract, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion, less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph); or
- (3) Within a reasonable time, but in no event later than thirty (30) days from JEA's notice of termination for default, JEA may begin work to complete the Work required by the Contract or arrange for completion of the Contract and, within twenty-one (21) days thereafter, JEA shall determine the amount necessary to complete the Work required by the Contract. Upon notice to the Surety, the Surety shall promptly tender payment to JEA

of the amount so determined to complete the Work required by the Contract, less the balance of the Contract price.

The term “balance of the Contract price,” as used in this Bond, shall mean the total amount payable by JEA to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by JEA to or on behalf of Contractor. However, the term “balance of the Contract price” shall not include any liquidated damages or other damages due from Contractor to JEA (or which JEA may retain or use as an offset of amounts owed to Contractor) pursuant to the Contract.

In addition to the costs to complete the Contract under the options above, the Surety shall indemnify and hold JEA harmless on account of all claims and damages arising from Contractor’s default under the Contract, and pay JEA for all losses, delay and disruption damages, and all other damages, expenses, costs and statutory attorney’s fees, including appellate proceedings, that JEA sustains as the result of a default by the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save JEA harmless from any and all claims and damages, arising from the Contractor’s default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from JEA a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after JEA has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to JEA, Surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than JEA named herein or the heirs, executors, administrators or successors of JEA.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

NEXT PAGE IS THE SIGNATURE PAGE

SIGNED AND SEALED this ____ day of _____, 2022.

ATTEST:

**ENGINEERED SPRAY SOLUTIONS, LLC., a
Florida Limited Liability Company**

Signature

Signature

Type/Print Name Type/Print Name

Title

Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By: _____
Its: _____

AS SURETY

Name of Agent: _____

Address: _____

Note: Date of Bond Must Not Be Prior to Date of Contract

JEA CONTRACT NUMBER JEA11199

SURETY BOND NUMBER _____

**PAYMENT BOND
REQUIRED
BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: **ENGINEERED SPRAY SOLUTIONS, LLC.**

Telephone: (863) 577-4821

As to the Surety:

Name:

Principal Business Address:

Telephone: ()

As to the Owner of the Property/Contracting Public Entity:

Name: JEA, 21 W. Church St., Jacksonville, FL 32202

Telephone: (904) 665-6000

Description of project including address and description of improvements:

**“Sanitary Sewer Manhole Structural Rehabilitation and Repair”
PROJECT NUMBER:175-50S; 175-S**

JEA
PAYMENT BOND REQUIRED BY
SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that **ENGINEERED SPRAY SOLUTIONS, LLC.**, hereinafter called "Principal", and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to conduct and carry on a general surety business in the State of Florida, hereinafter called "Surety," are each held and firmly bound unto JEA of Jacksonville, a municipal corporation, of Jacksonville, Duval County, Florida, hereinafter called "JEA" or "Owner," in the penal sum of **Five Hundred Thousand and 00/100 Dollars (\$500,000.00)** in lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal entered into a certain contract with JEA, dated the 1st day of October 2022 (JEA Contract# **JEA11199**) (the "Contract") which is, by this reference, made a part hereof, as if fully set out herein, for "**Sanitary Sewer Manhole Structural Rehabilitation and Repair**", pursuant to Solicitation # 1410804046, entitled "**Sanitary Sewer Manhole Structural Rehabilitation and Repair**" for JEA, in accordance with plans and specifications prepared by JEA.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said Principal:

(1) Provides to JEA a certified copy of the recorded bond prior to commencing the work (or before recommencing the work after a default or abandonment) in accordance with Section 255.05(1)(b), Florida Statutes; and

(2) Promptly makes payments to all claimants, as defined in Sections 255.05(1) and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly, by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(3) Defends, indemnifies and saves JEA harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided JEA has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by JEA to pay the Principal as required by the Contract; and

(4) Pays JEA all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that JEA sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides, to each of them, both of the proper notices, in accordance with the requirements of Section 255.05(2), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED further, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, in accordance with the requirements of Section 255.05(10), Florida Statutes.

PROVIDED further, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, unless an extension beyond the one (1) year period is specifically provided pursuant to Section 255.05(10), Florida Statutes.

PROVIDED further, that the said Surety, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED this ____ day of _____, 2022.

ATTEST:

**ENGINEERED SPRAY SOLUTIONS, LLC., a
Florida Limited Liability Company**

Signature

Signature

Type/Print Name Type/Print Name

Title

Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By: _____
Its: _____

AS SURETY

Name of Agent: _____
Address: _____

Note: Date of Bond Must Not Be Prior to Date of Contract

Final Audit Report

CERTINAL eSign

Amendment number JEA11199, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair

Audit Summary for Amendment number JEA11199, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair

Report Time

11/28/2022 | 12:32:28 (GMT)

Agreement Name

Amendment number JEA11199, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair

Document Created Time

11/09/2022 | 19:20:47 (GMT)

Document Created By

Jessica Talley (talljb@jea.com)

Document Sent Time

11/09/2022 | 19:20:47 (GMT)

Transaction ID

5b8e190d-328e-431d-bac4-4f8b0c36d3f0

Documents

1668021640663.pdf

Recipients

JIM COLLIER (JCOLLIER@ESS-1.NET),
Jenny McCollum (gleejs@jea.com), Jessica Talley (talljb@jea.com)

Document Status

Completed

Document Status Action Time

11/28/2022 | 12:32:28 (GMT)

Number of Signatures

3

Number of Initials

0

Number of Stamps

0

Number of Pages in Document

13

CC Users

Audit Events

- Document created by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/09/2022 19:20:47 (GMT)	207.211.63.71	-	-	-

- Document emailed by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)
Sent to - JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/09/2022 19:20:52 (GMT)	-	-	-	-

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/14/2022 14:15:02 (GMT)	97.78.136.234	-	Mobile Safari 15	iOS 15

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/14/2022 14:15:03 (GMT)	97.78.136.234	-	Mobile Safari 15	iOS 15

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/14/2022 14:36:53 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/14/2022 14:36:53 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- PDF agreement downloaded by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/14/2022 14:38:32 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Reminder mail sent to JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/16/2022 21:25:48 (GMT)	-	-	-	-

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/16/2022 22:03:07 (GMT)	72.187.46.8	-	Chrome 107	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/16/2022 22:03:07 (GMT)	72.187.46.8	-	Chrome 107	Windows 10

- Reminder mail sent to JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/16/2022 22:23:16 (GMT)	-	-	-	-

- Reminder mail sent to JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/16/2022 22:24:29 (GMT)	-	-	-	-

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/18/2022 14:10:50 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/18/2022 14:10:51 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- PDF agreement downloaded by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/18/2022 14:34:00 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Reminder mail sent to JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/21/2022 16:04:22 (GMT)	-	-	-	-

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/22/2022 15:11:20 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/22/2022 15:11:20 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/22/2022 15:19:29 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Document eSigned by JIM COLLIER (JCOLLIER@ESS-1.NET)
Signature Method - Signature Drawn (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
11/22/2022 15:19:29 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
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- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/22/2022 15:19:34 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- PDF agreement downloaded by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/22/2022 15:19:41 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/22/2022 15:19:47 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/22/2022 15:19:47 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/22/2022 15:21:07 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/22/2022 15:21:07 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/22/2022 15:21:07 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/22/2022 15:21:54 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/22/2022 15:21:54 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/22/2022 15:21:54 (GMT)	97.78.136.234	-	Chrome 107	Windows 10

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/23/2022 21:41:35 (GMT)	67.158.131.68	-	Chrome Mobile 107	iOS 16

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/23/2022 21:41:35 (GMT)	67.158.131.68	-	Chrome Mobile 107	iOS 16

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/23/2022 21:41:42 (GMT)	18.214.3.137	-	Chrome Mobile 107	iOS 16

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/23/2022 21:41:43 (GMT)	18.214.3.137	-	Chrome Mobile 107	iOS 16

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/23/2022 21:42:00 (GMT)	67.158.131.68	-	Chrome Mobile 107	iOS 16

- Document eSigned by Jenny McCollum (gleejs@jea.com)
Signature Method - Signature Drawn (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
11/23/2022 21:42:00 (GMT)	67.158.131.68	-	Chrome Mobile 107	iOS 16

- Email link authenticated by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/28/2022 12:15:18 (GMT)	12.139.123.91	-	Chrome 107	Windows 10

- Document viewed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/28/2022 12:15:19 (GMT)	12.139.123.91	-	Chrome 107	Windows 10

- Email link authenticated by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/28/2022 12:15:46 (GMT)	54.164.47.172	-	Chrome 107	Windows 10

- Document viewed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/28/2022 12:15:46 (GMT)	54.164.47.172	-	Chrome 107	Windows 10

- Email link authenticated by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/28/2022 12:16:16 (GMT)	37.120.147.221	-	Chrome 104	Windows 10

- Document viewed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/28/2022 12:16:18 (GMT)	37.120.147.221	-	Chrome 104	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/28/2022 12:32:19 (GMT)	12.139.123.91	-	Chrome 107	Windows 10

- Document eSigned by Jessica Talley (talljb@jea.com)
Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
11/28/2022 12:32:20 (GMT)	12.139.123.91	-	Chrome 107	Windows 10

- Final Agreement Emailed
Sent to - Jenny McCollum (gleejs@jea.com)
JIM COLLIER (JCOLLIER@ESS-1.NET)
Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/28/2022 12:32:28 (GMT)	-	-	-	-

End of Report

Sender Assigned Fields To Recipients

Recipient	Field	Required	PDF Page No.	Value	Activity Time
JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Signature	Yes	Page No.: 2	 Signed on Nov 22, 2022 10:19:29 (GMT -5:00)	11/22/2022 15:19:35 (GMT)
JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Title	Yes	Page No.: 2	Authorized Representative	11/22/2022 15:19:35 (GMT)
JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Signed Date	Yes	Page No.: 2	Nov 22, 2022 10:19:35 (GMT -5:00)	11/22/2022 15:19:35 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signature	Yes	Page No.: 2	 Signed on Nov 23, 2022 16:42:00 (GMT -5:00)	11/23/2022 21:42:03 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signed Date	Yes	Page No.: 2	Nov 23, 2022 16:42:03 (GMT -5:00)	11/23/2022 21:42:03 (GMT)
Jessica Talley (talljb@jea.com)	Field Type: Signature	Yes	Page No.: 2	 Signed on Nov 28, 2022 07:32:19 (GMT -5:00)	11/28/2022 12:32:23 (GMT)
Jessica Talley (talljb@jea.com)	Field Type: Signed Date	Yes	Page No.: 2	Nov 28, 2022 07:32:23 (GMT -5:00)	11/28/2022 12:32:23 (GMT)

Parties accepted the User Disclosure: JIM COLLIER (JCOLLIER@ESS-1.NET), Jenny McCollum (gleejs@jea.com), Jessica Talley (talljb@jea.com)

Company and its Users' Disclosure Regarding Conducting Business Electronically, and Signing Documents Electronically

By using Certinal Application, you hereby specifically provide your consent to use Certinal Application for receiving notifications electronically and/or electronically signing e-documents rather than executing those documents through wet signatures. If you do not wish to receive notifications electronically and/or execute e-documents by applying electronic signatures, then you may withdraw your consent in following manner:

- You may notify the sender by writing email to the sender of e-document that you do not wish to execute e-documents by applying electronic signatures.
- You may write email to the sender of e-document and ask the sender to provide print of the document for executing the same by applying wet signatures.
- You yourself may download the document from Certinal Application and print the same for executing it by applying wet signatures.

Any such action of yours by which you do not proceed to electronically sign e-documents shall be construed as withdrawal of your consent to electronically sign e-documents.

You may be required to pay to the sender for executing hard copy of the document through wet signatures needs to be settled between you and the sender. Certinal is not liable in any manner whatsoever related to any such cost if any incurred by you.

After withdrawal of such consent if at any time in future you again use the Certinal Application either to electronically sign the same document for which you had earlier withdrawn your consent or you use the Certinal Application to sign any other new document then by such act of yours you acknowledge that you are consenting to use Certinal Application for electronically signing e-documents.

Following are the system requirements for using Certinal Application.

System Requirements	
RAM Requirements	Minimum: 8GB Recommended: 16GB
Hard Disk Requirements	100GB
Supported Operating system	MAC OS X v11 or later and Windows 8, 10
Supported Browser	<i>*Edge Chromium based browser Recommended</i> Edge Version 81.0.416.58 + Firefox Version 75.0 + Chrome 78.0.3904.97 + Safari 11 +
System Resolution	1920*1080, 1024*768, 1152*864, 1366*768, 1440x900, 2560*1600, 3072*1920
Additional Hardware/Software Requirements	4 Cores (CPU)

Please note that Edge Chromium based browser, Firefox, and Chrome are evergreen browsers with automatic updates. Support is provided for two of their latest stable releases. The supported versions will change as and when they release a new version.

Following are the document formats supported for electronic signature.

- PDF (.pdf)
- Word (.doc and .docx)
- Graphics (.tif, .jpg, .jpeg, .gif, .bmp, and .png)

You are required to have Acrobat® or similar software applications to view electronically signed document.

Sanitary Sewer Manhole Structural Rehabilitation and Repair

**AMENDMENT # 3
TO CONTRACT # JEA11199
BETWEEN
JEA
AND
ENGINEERED SPRAY SOLUTIONS LLC.**

THIS AMENDMENT NUMBER 3 (“Third Amendment”) is made and entered into this 18th day of March, 2025, (the “Effective Date”), by and between **JEA**, a body politic and corporate located at 225 N. Pearl St., Jacksonville, Florida, 32202, and **ENGINEERED SPRAY SOLUTIONS LLC.**, a Florida corporation with a principal address of 1306 BANANA RD, LAKELAND, Florida, 33810, United States (the “Company”).

RECITALS:

WHEREAS, on **October 01, 2022**, the parties made and entered into an agreement (the “Original Agreement”) under which Company agreed to provide “**Sanitary Sewer Manhole Structural Rehabilitation**” (the “Work”), to JEA until **September 30, 2025**, (the “Term”), with the option of two (2), one (1) year renewals, with a maximum indebtedness of **Four Million and 00/100 Dollars (\$4,000,000.00)** (the “Maximum Indebtedness”); and

WHEREAS, on **October 19, 2022**, JEA corrected the Original Agreement, Exhibit A, Page 2 for Item No. # 11 and revised the Unit Price from \$36.00 to \$18.00; and

WHEREAS, on **November 04, 2022**, JEA revised the Original Agreement to include Payment & Performance Bonds in the amount of **Five Hundred Thousand and 00/100 Dollars (\$500,000.00)**; and

WHEREAS, JEA now desires to increase the Maximum Indebtedness in the amount of **Four Hundred Thousand and 00/100 Dollars (\$400,000.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **Four Million Four Hundred Thousand and 00/100 Dollars (\$4,400,000.00)**.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Maximum Indebtedness.** The Maximum Indebtedness of the Original Agreement shall be increased by **Four Hundred Thousand and 00/100 Dollars (\$400,000.00)**, and shall be invoiced to JEA in accordance with the Original Agreement. The Maximum Indebtedness shall now be **Four Million Four Hundred Thousand and 00/100 Dollars (\$4,400,000.00)**.
2. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

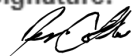
SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year first above written.

SIGNATURES TO FOLLOW

ENGINEERED SPRAY SOLUTIONS, LLC

Signature:



Signed on 03/24/2025 | 14:46:12 (GMT -5:00)

Email: JCOLLIER@ESS-1.NET

Name: JCOLLIER@ESS-1.NET

Title: President

Date: 03/24/2025 | 14:46:12 (GMT -5:00)

JEA
Signature:

JEA-WITNESS
Signature:

Email: bearhb@jea.com

Name: Heather Beard

Title: Manager, Procurement Contract
s Admin.

Date:

Email: talljb@jea.com

Name: Jessie Talley

Title: Contracts Associate

Date:

2

**AMENDMENT # 1
TO CONTRACT # JEA11199
BETWEEN
JEA
AND
ENGINEERED SPRAY SOLUTIONS, LLC.**

THIS AMENDMENT NUMBER 1 (“First Amendment”) is made and entered into this 19th day of October 2022, (the “Effective Date”), by and between **JEA**, a body politic and corporate located at 21 W. Church St., Jacksonville, Florida, 32202, and **ENGINEERED SPRAY SOLUTIONS, LLC.**, a Florida Limited Liability Company existing under the laws of the State of Florida, with its principal office located at 1306 BANANA RD, LAKELAND, Florida, 33810, United States (the “Company”).

RECITALS:

WHEREAS, on **October 01, 2022**, the parties made and entered into an agreement (the “Original Agreement”) under which Company agreed to provide “Sanitary Sewer Manhole Structural Rehabilitation” (the “Work”), to JEA until **September 30, 2025**, (the “Term”), with the option of two (2), one (1) year renewals, with a maximum indebtedness of Four Million and 00/100 Dollars (**\$4,000,000.00**) (the “Maximum Indebtedness”); and

WHEREAS, JEA now desires to correct the Original Agreement, Exhibit A, Page 2 for Item No. # 11 and revise the Unit Price from \$36.00 to \$18.00.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Unit Price.** The Unit Price stated for Item No. 11 in the Original Agreement, Exhibit A, Page 2, shall be revised from \$36.00 to \$18.00, effective retroactively to the Effective Date of the Original Agreement.

2. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year first above written.

SIGNATURES TO FOLLOW

ENGINEERED SPRAY SOLUTIONS LLC

Signature:

JIM COLLIER

Signed on Nov 03,2022 | 16:40:07 (GMT -5:00)

Email: JCOLLIER@ESS-1.NET
Name: JIM COLLIER
Title: Authorized Representative
Date: Nov 03,2022 | 16:40:07 (GMT -5:00)

JEA

Signature:



Signed on Nov 03,2022 | 19:28:33 (GMT -5:00)

Email: gleejs@jea.com
Name: Jenny McCollum
Title: Director, Procurement Services
Date: Nov 03,2022 | 19:28:33 (GMT -5:00)

JEA-WITNESS

Signature:



Signed on Nov 04,2022 | 08:18:25 (GMT -5:00)

Email: talljb@jea.com
Name: Jessica Talley
Title: Contracts Assistant
Date: Nov 04,2022 | 08:18:25 (GMT -5:00)

Final Audit Report

CERTINAL eSign

Amendment number JEA11199, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair

Audit Summary for Amendment number JEA11199, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair

Report Time

11/04/2022 | 12:18:31 (GMT)

Agreement Name

Amendment number JEA11199, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair

Document Created Time

11/01/2022 | 17:57:12 (GMT)

Document Created By

Jessica Talley (talljb@jea.com)

Document Sent Time

11/01/2022 | 17:57:12 (GMT)

Transaction ID

eb5c2cdb-0006-4822-9dd0-d73b4b377d7b

Documents

1667325396384.pdf

Recipients

JIM COLLIER (JCOLLIER@ESS-1.NET),
Jenny McCollum (gleejs@jea.com), Jessica Talley (talljb@jea.com)

Document Status

Completed

Document Status Action Time

11/04/2022 | 12:18:31 (GMT)

Number of Signatures

3

Number of Initials

0

Number of Stamps

0

Number of Pages in Document

2

CC Users

Audit Events

- Document created by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/01/2022 17:57:12 (GMT)	207.211.63.71	-	-	-

- Document emailed by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)
Sent to - JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/01/2022 17:57:17 (GMT)	-	-	-	-

- Reminder mail sent to JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 20:26:08 (GMT)	-	-	-	-

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 20:37:55 (GMT)	72.187.46.8	-	Chrome 107	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 20:37:56 (GMT)	72.187.46.8	-	Chrome 107	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 20:40:07 (GMT)	72.187.46.8	-	Chrome 107	Windows 10

- Document eSigned by JIM COLLIER (JCOLLIER@ESS-1.NET)
Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 20:40:07 (GMT)	72.187.46.8	-	Chrome 107	Windows 10

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 20:40:14 (GMT)	72.187.46.8	-	Chrome 107	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 20:40:14 (GMT)	72.187.46.8	-	Chrome 107	Windows 10

- Document emailed
Sent to - Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 20:40:16 (GMT)	-	-	-	-

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 20:40:20 (GMT)	72.187.46.8	-	Chrome 107	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 20:40:20 (GMT)	72.187.46.8	-	Chrome 107	Windows 10

- PDF agreement downloaded by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 20:40:28 (GMT)	72.187.46.8	-	Chrome 107	Windows 10

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 23:27:48 (GMT)	12.139.123.251	-	Chrome 105	Windows 10

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 23:27:49 (GMT)	12.139.123.251	-	Chrome 105	Windows 10

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 23:27:51 (GMT)	54.84.152.86	-	Chrome 105	Windows 10

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 23:27:52 (GMT)	54.84.152.86	-	Chrome 105	Windows 10

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 23:28:23 (GMT)	38.202.2.35	-	Chrome 104	Windows 10

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 23:28:26 (GMT)	38.202.2.35	-	Chrome 104	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 23:28:33 (GMT)	12.139.123.251	-	Chrome 105	Windows 10

- Document eSigned by Jenny McCollum (gleejs@jea.com)
Signature Method - Signature Drawn (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 23:28:33 (GMT)	12.139.123.251	-	Chrome 105	Windows 10

- Document emailed
Sent to - Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/03/2022 23:28:42 (GMT)	-	-	-	-

- Email link authenticated by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/04/2022 12:18:13 (GMT)	172.59.65.9	-	Mobile Safari 15	iOS 15

- Document viewed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/04/2022 12:18:14 (GMT)	172.59.65.9	-	Mobile Safari 15	iOS 15

- Email link authenticated by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/04/2022 12:18:17 (GMT)	52.44.94.23	-	Mobile Safari 15	iOS 15

- Document viewed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/04/2022 12:18:17 (GMT)	52.44.94.23	-	Mobile Safari 15	iOS 15

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Time	IP Address	Geolocation	Browser	OS
11/04/2022 12:18:25 (GMT)	172.59.65.9	-	Mobile Safari 15	iOS 15

- Document eSigned by Jessica Talley (talljb@jea.com)
Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
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JIM COLLIER (JCOLLIER@ESS-1.NET)
Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
11/04/2022 12:18:31 (GMT)	-	-	-	-

End of Report

Sender Assigned Fields To Recipients

Recipient	Field	Required	PDF Page No.	Value	Activity Time
JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Signature	Yes	Page No.: 2	JIM COLLIER Signed on Nov 03,2022 16:40:07 (GMT -5:00)	11/03/2022 20:40:10 (GMT)
JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Title	Yes	Page No.: 2	Authorized Representative	11/03/2022 20:40:10 (GMT)
JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Signed Date	Yes	Page No.: 2	Nov 03,2022 16:40:10 (GMT -5:00)	11/03/2022 20:40:10 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signature	Yes	Page No.: 2	 Signed on Nov 03,2022 19:28:33 (GMT -5:00)	11/03/2022 23:28:36 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signed Date	Yes	Page No.: 2	Nov 03,2022 19:28:36 (GMT -5:00)	11/03/2022 23:28:36 (GMT)
Jessica Talley (talljb@jea.com)	Field Type: Signature	Yes	Page No.: 2	<i>Jessica Talley</i> Signed on Nov 04,2022 08:18:25 (GMT -5:00)	11/04/2022 12:18:28 (GMT)
Jessica Talley (talljb@jea.com)	Field Type: Signed Date	Yes	Page No.: 2	Nov 04,2022 08:18:28 (GMT -5:00)	11/04/2022 12:18:28 (GMT)

Parties accepted the User Disclosure: JIM COLLIER (JCOLLIER@ESS-1.NET), Jenny McCollum (gleejs@jea.com), Jessica Talley (talljb@jea.com)

Company and its Users' Disclosure Regarding Conducting Business Electronically, and Signing Documents Electronically

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Hard Disk Requirements	100GB
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Supported Browser	<i>*Edge Chromium based browser Recommended</i> Edge Version 81.0.416.58 + Firefox Version 75.0 + Chrome 78.0.3904.97 + Safari 11 +
System Resolution	1920*1080, 1024*768, 1152*864, 1366*768, 1440x900, 2560*1600, 3072*1920
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- Graphics (.tif, .jpg, .jpeg, .gif, .bmp, and .png)

You are required to have Acrobat® or similar software applications to view electronically signed document.

My User Profile

Engineered Spray Solutions's User Account

ACTIVE

Your user information can be updated on your [Dashboard](#) under 'User Profile'.
Only the employer title can be updated on this page.

Name	User ID
Engineered Spray Solutions	JWED1976
Email Address	Phone Number
hr@acus-us.com	(863) 577-4821
Employer Title	
Director of HR	

Edit Employer Title

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)
[Accessibility](#) [Plug-ins](#) [Site Map](#)



FORM 8 – AFFIDAVIT OF COMPLIANCE**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**State of FloridaCounty of Polk

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

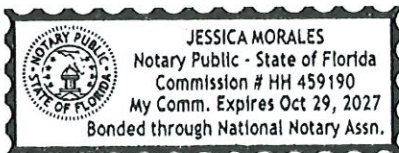
Date: 8/25/25

Signed: _____

Entity: Engineered Spray Solutions, LLCName: James J. Collier
Title: president

Sworn to (or affirmed) and subscribed before me this 25th day of August, 25, 2024, by James J. Collier

Notary Signature

Jessica Morales, Jessica Morales

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ☒

OR Produced Identification _____

Type of Identification Produced _____



1306 Banana Road, Lakeland, Florida 33810

Local Phone • 863-859-3889

Toll Free • 800-329-3889

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Engineered Spray Solutions, LLC does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Engineered Spray Solutions, LLC's proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: James J. Collier

Title: President

Date: 8/26/25

STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of August, 2025

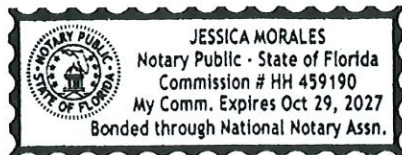
by James J. Collier [name of officer or agent, title of officer or agent]

of Engineered Spray Solutions [name of contractor company acknowledging],

a FL [state or place of incorporation] corporation, on behalf of the corporation.

He/she is personally known to me or has produced _____ [type of identification] as identification.

[Notary Seal]



Jessica Morales

Notary Public

Jessica Morales

Name typed, printed or stamped

My Commission Expires: 10/29/2027

RESOLUTION 2025- 156
PIGGYBACKING CONTRACT WITH ENGINEERED SPRAY
SOLUTIONS, LLC FOR SEWER MANHOLE REHAB

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING JEA CONTRACT WITH ENGINEERED SPRAY SOLUTIONS, LLC FOR SEWER MANHOLE REHAB; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Engineered Spray Solutions, LLC has expressed a desire to provide sewer manhole rehab to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the JEA contract with Engineered Spray Solutions, LLC for sewer manhole rehab.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between JEA and Engineered Spray Solutions, LLC for sewer manhole rehab as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Master Price Agreement for changes totaling less than \$50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute

amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 7th day of October 2025.

ATTEST:


KALEY COOK, CITY CLERK

CITY OF PALM COAST


MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY


MARCUS DUFFY, CITY ATTORNEY



Attachment: Exhibit "A" – Piggyback Contract with Engineered Spray Solutions, LLC



Company ID Number: 1194432

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Engineered Spray Solutions LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 1194432

Approved by:

Employer	
Engineered Spray Solutions LLC	
Name (Please Type or Print) Susan L Spagnola	Title
Signature Electronically Signed	Date 05/01/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/01/2017



Company ID Number: 1194432

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Engineered Spray Solutions LLC
Company Facility Address	1306 Banana Road Lakeland, FL 33810
Company Alternate Address	
County or Parish	POLK
Employer Identification Number	474517008
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 1194432



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1



Company ID Number: 1194432

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Engineered Sprav Solutions
Phone Number 8635774821
Fax
Email hr@ess-1.net

Name Tara L Jones
Phone Number 8635774821
Fax 8638538593
Email HR@ESS-1.net



Company ID Number: 1194432



This list represents the first 20 Program Administrators listed for this company.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Engineered Spray Solutions LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Engineered Spray Solutions LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: James J. Collier

Title: President

Date: 7/15/26

STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of July, 2026 by James J. Collier / President [name of officer or agent, title of officer or agent] of Engineered Spray Solutions LLC [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

[Notary Seal]



Jessica Morales
Notary Public

Jessica Morales
Name typed, printed or stamped

My Commission Expires: 10-29-27

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Polk

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of Engineered Spray Solutions LLC (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 7/15/26

Signed: _____

Entity: Engineered Spray Solutions LLC

Name: James J. Collier

Title: President

Sworn to (or affirmed) and subscribed before me this 15th day of July, 2026
by James J. Collier



Jessica Morales
Notary Signature

Jessica Morales
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ✓
OR Produced Identification _____
Type of Identification Produced _____

Certificate Of Completion

Envelope Id: FE26A53E-99D6-85F6-8081-CBD46D152891

Status: Completed

Subject: Engineered Spray Solutions - JEA- Engagement Renewal of Contract #JEA11199

Source Envelope:

Document Pages: 122

Signatures: 9

Envelope Originator:

Certificate Pages: 6

Initials: 1

Nathalie Garcia

AutoNav: Enabled

160 Lake Avenue

Envelopeld Stamping: Enabled

Palm Coast, FL 32164

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

NGarcia@palmcoastgov.com

IP Address: 204.145.118.4

Record Tracking

Status: Original

Holder: Nathalie Garcia

Location: DocuSign

7/13/2026 4:25:03 PM

NGarcia@palmcoastgov.com

Signer Events

Jim Collier

jcollier@acus-us.com

President

Engineered Spray Solutions, LLC

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

6720E51DC6AD496...

Timestamp

Sent: 7/13/2026 4:29:12 PM

Viewed: 7/15/2026 6:36:01 AM

Signed: 7/15/2026 2:37:17 PM

Signature Adoption: Drawn on Device
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Electronic Record and Signature Disclosure:

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ID: bbfc46cb-8b19-425b-955d-e737becfd229

Nathalie Garcia

NGarcia@palmcoastgov.com

Sr. Contracts and Procurement Coordinator

City of Palm Coast

Security Level: Email, Account Authentication
(None)

DS

Sent: 7/15/2026 2:37:23 PM

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Signature Adoption: Pre-selected Style
Using IP Address: 204.145.118.4

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcus Duffy

cityattorney@palmcoastgov.com

Security Level: Email, Account Authentication
(None)

Signed by:

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Viewed: 7/16/2026 11:09:29 AM

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Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:

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ID: e1dcdf44-8dd2-4a16-99a0-4924de6afbc6

Brian Roche

BRoche@palmcoastgov.com

Director of Utility

Palm Coast

Security Level: Email, Account Authentication
(None)

Signed by:

0217FE7182744DB...

Sent: 7/15/2026 3:12:12 PM

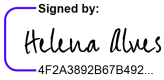
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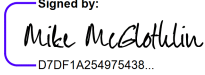
Signature Adoption: Pre-selected Style
Using IP Address: 204.145.118.4

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Helena Alves HAlves@palmcoastgov.com Financial Services Director Security Level: Email, Account Authentication (None)	Signed by:  4F2A3892B67B492... Signature Adoption: Pre-selected Style Using IP Address: 172.56.76.153	Sent: 7/15/2026 3:12:12 PM Viewed: 7/16/2026 10:22:59 AM Signed: 7/16/2026 10:23:32 AM

Electronic Record and Signature Disclosure:
 Accepted: 7/16/2026 10:22:59 AM
 ID: 9caa9d25-d309-4280-a547-6b7a003bb922

Mike McGlothlin MMcGlothlin@palmcoastgov.com City Manager City of Palm Coast Security Level: Email, Account Authentication (None)	Signed by:  D7DF1A254975438... Signature Adoption: Pre-selected Style Using IP Address: 204.145.118.4	Sent: 7/16/2026 11:10:10 AM Viewed: 7/16/2026 11:17:59 AM Signed: 7/16/2026 11:18:07 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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
Candace Bowermaster CBowermaster@palmcoastgov.com Administrative Coordinator City of Palm Coast Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/16/2026 11:18:12 AM
Electronic Record and Signature Disclosure: Accepted: 10/10/2023 11:36:34 AM ID: 07a79dec-5531-4535-83c4-cf4eb972eb69		
Purchasing Mailbox purchasing@palmcoastgov.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/16/2026 11:18:12 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Chris Crawford CCrawford@palmcoastgov.com Supervisor of Wastewater Collections Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/16/2026 11:18:12 AM
Electronic Record and Signature Disclosure: Accepted: 4/1/2026 8:38:02 AM ID: 583be1db-605f-4cd3-ab6c-5083cd609788		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/13/2026 4:28:37 PM
Envelope Updated	Security Checked	7/13/2026 4:29:11 PM
Envelope Updated	Security Checked	7/15/2026 3:08:33 PM
Certified Delivered	Security Checked	7/16/2026 11:17:59 AM
Signing Complete	Security Checked	7/16/2026 11:18:07 AM
Completed	Security Checked	7/16/2026 11:18:13 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, City of Palm Coast (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, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

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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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and 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.

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electronically from us.

How to contact City of Palm Coast:

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: rconceicao@palmcoastgov.com

To advise City of Palm Coast of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at rconceicao@palmcoastgov.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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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 e-mail to rconceicao@palmcoastgov.com and in the body of such request you must state your e-mail address, full name, US Postal 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 want to receive future notices and disclosures in electronic format you may:

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- ii. send us an e-mail to rconceicao@palmcoastgov.com and in the body of such request you must state your e-mail, full name, US Postal 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

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

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- Until or unless I notify City of Palm Coast as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Palm Coast during the course of my relationship with you.