

**FIRST AMENDMENT TO AGREEMENT TO PROVIDE
CONDUIT INSTALLATION SERVICES – AS NEEDED**

THIS FIRST AMENDMENT TO AGREEMENT TO PROVIDE CONDUIT INSTALLATION SERVICES – AS NEEDED ("First Amendment") is entered into by and between the CITY OF OCALA, a Florida municipal corporation ("City"), and SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC., a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-2532775) ("Vendor").

WHEREAS, on November 23, 2020, City, and Vendor entered into an Agreement to Provide Conduit Installation Services – As Needed (the "Original Agreement"), City of Ocala Contract No.: OFN/200747, for a term of two years from November 17, 2020 through November 16, 2022; and

WHEREAS, City and Vendor now desire to extend the Original Agreement, as written, for the first of two one-year renewal periods available under the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City, and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for a one-year term beginning **NOVEMBER 17, 2022** and terminating **NOVEMBER 16, 2023**.
4. **RENEWAL TERM COMPENSATION.** City shall pay Vendor a maximum limiting amount not to exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the one-year renewal term in accordance with the Contract Documents.
 - A. **Pricing.** Vendor shall be compensated in accordance with the unit pricing schedule set forth in the attached **Exhibit B – Price Proposal**.
 - B. **Renewal Pricing Increases.** Any and all future renewals shall be subject to a maximum negotiated price increase of no more than **THREE PERCENT (3%)** above the pricing set forth in **Exhibit B - Price Proposal**.
 - C. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services

completed to date. This report will serve as support for payment to Vendor and the basis for payment in the event project is suspended or abandoned.

- D. **Invoice Submission.** All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala, Ocala Fiber Network**, Attn: **William Weakland**, E-mail: wweakland@ocalafl.org.
 - E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
 - G. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Service and Technology Network Solutions, Inc.
Attention: David Perdue
9288 SW 38th Avenue
Ocala, FL 34474
E-Mail: dperdue1959@yahoo.com
PH: 352-274-6689

If to City:

Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: notices@ocalafl.org
PH: 352-629-8343 FAX: 352-690-2025

with copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: wsexton@ocalafl.org
PH: 352-401-3972

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on 11 / 14 / 2022.

ATTEST:

CITY OF OCALA



Angel B. Jacobs

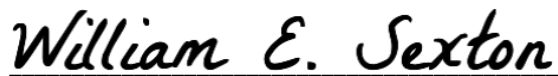
Ire Bethea, Sr.

City Clerk

City Council President

Approved as to form and legality:

SERVICE AND TECHNOLOGY NETWORK
SOLUTIONS, INC.



William E. Sexton, Esq.

Signature

City Attorney

Service and Technology Network Solutions, Inc.

Printed Name

Owner

Title

Item #	Description	UOM	Unit Cost
1	1.25" conduit - Trenching	LF	\$6.75
2	1.25" conduit - Hand dig	LF	\$10.00
3	1.25" conduit - Plowed	LF	\$6.75
4	1.25" conduit - Backhoe	LF	\$10.00
6	1.25" conduit - Missile-Stitch Bore	LF	\$6.75
7	1.25" conduit - Directional	LF	\$10.00
8	2" conduit - Trenching	LF	\$6.75
9	2" conduit - Hand dig	LF	\$12.50
10	2" conduit - Plowed	LF	\$6.75
11	2" conduit - Backhoe	LF	\$12.50
13	2" conduit - Missile-Stitch Bore	LF	\$8.25
14	2" conduit - Directional	LF	\$12.50
15	1.25" Stub-up	EA	\$30.00
16	2" Stub-up	EA	\$37.50
17	Install U-Guard at Pole	EA	\$25.00
18	Fiber Pedestal placement (Dog House)	EA	\$75.00
19	12X20 Flush Vault placement	EA	\$45.00
20	17X30 Flush Vault placement	EA	\$55.00
21	24X36 Flush Vault placement	EA	\$65.00
22	Pulling fiber in conduit	LF	\$0.80
23	Pulling tracer in conduit	LF	\$0.10
24	Sod	SF	\$2.50
25	Asphalt (1" Thick)	SF	\$5.50
26	Cement (4" Thick)	SF	\$2.75
27	Labor Cost to Dig up/Search for Conduit	HR	\$85.00
28	Wall Fish fiber to Point of Service	EA	\$160.00
29	Miscellaneous installation of equipment (pole or pad mount)	HR	\$85.00
30	Install service drop up to 125ft direct buried	EA	\$65.00
31	Install service drop over 125ft direct buried	LF	\$0.85
32	Pulling additional fibers in conduit simultaneously	LF	\$0.40
33	Emergency hourly rate. The City may need contractors services with less than 8 hours' notice, in the event of an emergency. Provide the hourly rate for emergency work.	HR	\$175.00

TITLE	FOR SIGNATURES - First Amendment to Agreement to Provide.....
FILE NAME	REV FOR COUNCIL S...ice and Techn.pdf
DOCUMENT ID	5e2215b12a7540f016991e4c6a8ec77216a4b70f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

11 / 02 / 2022

12:39:31 UTC-4

Sent for signature to William E. Sexton (wsexton@ocalafl.org), Service and Technology Network Solutions, Inc. (dperdue1959@yahoo.com), Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org
IP: 216.255.240.104



VIEWED

11 / 07 / 2022

15:18:58 UTC-5

Viewed by William E. Sexton (wsexton@ocalafl.org)
IP: 216.255.240.104



SIGNED

11 / 07 / 2022

15:19:23 UTC-5

Signed by William E. Sexton (wsexton@ocalafl.org)
IP: 216.255.240.104



VIEWED

11 / 08 / 2022

09:54:05 UTC-5

Viewed by Service and Technology Network Solutions, Inc. (dperdue1959@yahoo.com)
IP: 24.50.25.230

TITLE	FOR SIGNATURES - First Amendment to Agreement to Provide.....
FILE NAME	REV FOR COUNCIL S...ice and Techn.pdf
DOCUMENT ID	5e2215b12a7540f016991e4c6a8ec77216a4b70f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



11 / 09 / 2022
15:47:15 UTC-5

Signed by Service and Technology Network Solutions, Inc.
(dperdue1959@yahoo.com)
IP: 24.50.25.230



11 / 14 / 2022
12:30:13 UTC-5

Viewed by Ire Bethea Sr. (ibethea@ocalafl.org)
IP: 24.250.250.64



11 / 14 / 2022
12:33:00 UTC-5

Signed by Ire Bethea Sr. (ibethea@ocalafl.org)
IP: 24.250.250.64



11 / 14 / 2022
12:52:27 UTC-5

Viewed by Angel Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



11 / 14 / 2022
12:52:43 UTC-5

Signed by Angel Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



11 / 14 / 2022
12:52:43 UTC-5

The document has been completed.