

**FIRST AMENDMENT TO AGREEMENT FOR INDUSTRIAL DESIGN AND
METAL FABRICATION SERVICES – AS NEEDED**

THIS FIRST AMENDMENT TO AGREEMENT FOR INDUSTRIAL DESIGN AND METAL FABRICATION SERVICES – AS NEEDED ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ZEAK TECHNIQUE, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 45-2628508) ("Vendor").

WHEREAS, on February 4, 2022, City and Vendor entered into an Agreement for Industrial Design and Metal Fabrication Services – As Needed (the "Original Agreement"), City of Ocala Contract Number: REC/211044; and

WHEREAS, City and Vendor now desire to amend the Maximum Limiting Amount set forth in the Original Agreement for the remainder of the contract term in order to support projected budgeted projects; and

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. **AMENDMENT TO PARAGRAPH 4 – COMPENSATION.** The language contained in Paragraph 4 – Compensation of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

COMPENSATION. The highest total compensation payable to Vendor by City under this Agreement for the timely and satisfactory performance of services in compliance with **Exhibit A – Scope of Work** over the course of the entire Initial Contract Term shall be **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000)** (the "Maximum Limiting Amount"). The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.

4. **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 Indigo:

Zeak Technique, Inc.
Attention: Michael Zeak
1030 NE 16th Street
Ocala, FL 34470
E-mail: mike@zeaktechnique.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343 FAX: 352-690-2025
E-mail: notices@ocalafl.org

Copy to:

Robert W. Batsel, Jr., Esquire
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-579-6536
E-mail: rbatsel@lawyersocala.com

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.



IN WITNESS WHEREOF, the parties have executed this First Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

ZEAK TECHNIQUE, INC.

Robert W. Batsel, Jr.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)