

**THIRD AMENDMENT TO AGREEMENT FOR
ELECTRICAL REPAIR AND INSTALLATION SERVICES**

THIS THIRD AMENDMENT TO AGREEMENT FOR ELECTRICAL REPAIR AND INSTALLATION SERVICES ("Third Amendment") is entered into by and between CITY OF OCALA, a Florida municipal corporation ("City"), and CHUCK'S STOKES ELECTRIC OF CENTRAL FLA., INC., a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 45-4771979) ("Contractor").

WHEREAS, on December 20, 2022, City and Contractor entered into an Agreement for Electrical Repair and Installation Services (the "Original Agreement"), City of Ocala Contract Number: FAC/220859 for a total aggregate expenditure of \$50,000 over a term of two (2) years, from December 7, 2022, to December 26, 2024; and

WHEREAS, On October 17, 2023, City Council approved an additional \$100,000 in expenditure on the Agreement; and

WHEREAS, On July 18, 2024, City and Contractor entered into a First Amendment to Agreement (the "First Amendment") to increase the maximum expenditure for the remainder of the initial contract term; and

WHEREAS, On August 28, 2024, City and Contractor entered into a Second Amendment to Agreement (the "Second Amendment") to modify the Original Agreement by incorporating federal contract provisions and increase the maximum expenditure for the remainder of the contract term; and

WHEREAS, City and Contractor now desire to extend the Original Agreement, as amended, for the first of two (1) 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 Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor, as amended, 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 Third Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning DECEMBER 7, 2024, and terminating DECEMBER 6, 2025. Thereafter, this Agreement may be renewed for ONE (1) optional ONE (1) YEAR period by written consent between City and Contractor.
4. **COMPENSATION.** Contractor shall be paid a price not to exceed the maximum limiting amount of FOUR HUNDRED FORTY THOUSAND, AND NO/100 DOLLARS (\$440,000) (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory performance of services.
5. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if

by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Chuck's Stokes Electric of Central Fla., Inc.
Attn: Zack Cecil
P.O. Box 930
Ocala, Florida 34471
PH: 352-351-4605
E-mail: zack@stokesfl.org

If to City of Ocala:

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

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

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

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment on

ATTEST:**CITY OF OCALA**

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:**CHUCK'S STOKES ELECTRIC OF
CENTRAL FLA., INC.**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)