

**THIRD AMENDMENT TO AGREEMENT TO PROVIDE  
AERIAL FIBER INSTALLATION SERVICES - ONGOING**

THIS THIRD AMENDMENT TO AGREEMENT TO PROVIDE AERIAL FIBER INSTALLATION SERVICES - ONGOING ("Third 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 Aerial Fiber Installation Services - Ongoing (the "Original Agreement"), City of Ocala Contract No.: OFN/200700, for a term of two years from November 17, 2020 through November 16, 2022; and

**WHEREAS**, on August 24, 2021, City, and Vendor entered into a First Amendment to Provide Aerial Fiber Installation Services - Ongoing (the "First Amendment") to attach and incorporate the proper Exhibit A and Exhibit B to the Original Agreement; and

**WHEREAS**, on June 28, 2022, City, and Vendor entered into a Second Amendment to Provide Aerial Fiber Installation Services - Ongoing (the "Second Amendment") to increase the compensation of the original agreement to support expansion, customer growth and network reliability; and

**WHEREAS**, City and Vendor 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 Third 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 COMPENSATION.** City shall pay Vendor a maximum limiting amount not to exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000) (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](mailto: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 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 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 38<sup>th</sup> Avenue  
Ocala, FL 34474  
E-Mail: [dperdue1959@yahoo.com](mailto: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](mailto: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](mailto:wsexton@ocalafl.org)  
PH: 352-401-3972

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).** 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 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.



IN WITNESS WHEREOF, the parties have executed this Third Amendment on  
11 / 08 / 2022

ATTEST:

CITY OF OCALA

*Angel B. Jacobs*

*Ire Bethea Sr.*

Angel B. Jacobs  
City Clerk

Ire Bethea, Sr.  
City Council President

Approved as to form and legality:

SERVICE AND TECHNOLOGY NETWORK  
SOLUTIONS, INC.

*William E. Sexton*

*David G. Perdue*

William E. Sexton, Esq.  
City Attorney

Signature

Service and Technology Network Solutions, Inc.

Printed Name

Owner

Title

Exhibit B - Price Proposal			
Service and Technology Network Solutions, Inc			
Item #	Description	UOM	Unit Cost
1	Install ADSS fiber cable from 4 to 12 count flat	LF	\$0.95
2	Install ADSS fiber cable 24 count (no link extensions)	LF	\$0.95
3	Install ADSS fiber cable from 48 to 288 count	LF	\$1.30
4	Install ADSS fiber cable service drop	EA	\$125.00
5	Install U-guards per pole	EA	\$65.00
6	Wreck out aerial cable	LF	\$0.70
7	Install down guy	EA	\$75.00
8	Install strand and lash fiber cable	LF	\$1.10
9	Miscellaneous hourly labor	HR	\$85.00
10	Install vault or pedestal	EA	\$75.00
11	Install 6"dia X 67" guy anchor (labor only)	EA	\$45.00

<b>TITLE</b>	FOR SIGNATURES - Third Amendment to Agreement to Provide.....
<b>FILE NAME</b>	FOR COUNCIL SIGNA... Technology N.pdf
<b>DOCUMENT ID</b>	6f24eb3a1a726b410857355430f5f52c8a444fcd
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

## Document History



SENT

**11 / 02 / 2022**

12:45:49 UTC-4

Sent for signature to William E. Sexton (wssexton@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**

15:18:17 UTC-5

Viewed by William E. Sexton (wssexton@ocalafl.org)  
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SIGNED

**11 / 07 / 2022**

15:18:49 UTC-5

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



VIEWED

**11 / 08 / 2022**

09:59:59 UTC-5

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

TITLE	FOR SIGNATURES - Third Amendment to Agreement to Provide.....
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## Document History



**11 / 08 / 2022**  
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Signed by Service and Technology Network Solutions, Inc.  
(dperdue1959@yahoo.com)  
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**11 / 08 / 2022**  
20:04:30 UTC-5

Viewed by Ire Bethea Sr. (ibethea@ocalafl.org)  
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**11 / 08 / 2022**  
20:06:09 UTC-5

Signed by Ire Bethea Sr. (ibethea@ocalafl.org)  
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**11 / 09 / 2022**  
11:50:25 UTC-5

Viewed by Angel Jacobs (ajacobs@ocalafl.org)  
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**11 / 09 / 2022**  
11:50:33 UTC-5

Signed by Angel Jacobs (ajacobs@ocalafl.org)  
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**11 / 09 / 2022**  
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The document has been completed.