

SECOND AMENDMENT TO AGREEMENT FOR BACKFLOW INSPECTION AND REPAIR SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR BACKFLOW INSPECTION AND REPAIR SERVICES ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PITSCH PLUMBING SERVICE, INC.**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN# 59-3489634) ("Vendor").

WHEREAS, on March 13, 2019, City and Vendor entered into an Agreement for Backflow Inspection and Repair Services (the "Original Agreement"), City of Ocala Contract Number: REC/190065, for a term of one year from March 8, 2019 to March 7, 2021; and

WHEREAS, on May 1, 2021, City and Vendor entered into the First Amendment to Agreement for Backflow Inspection and Repair Services (the "First Amendment"), to renew the term of the Original Agreement for an additional one-year term from March 8, 2021 to March 7, 2022; and

WHEREAS, City and Vendor desire to extend the Original Agreement, as written, for the final one-year renewal period 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, as amended, 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 Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **MARCH 8, 2022** and terminating **MARCH 7, 2023**.

4. **NOTICES.** All notices, certifications or communications required by this Second 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: Pitsch Plumbing Service, Inc.
Attn: David Roshwald
3704 SE 36th Avenue
Ocala, Florida 34471
PH: 352-427-5394
E-mail: workorders@plumbing.cfcxmail.com

If to City of Ocala: Tiffany L. Kimball, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8366 FAX: 352-690-2025
Email: tkimball@ocalafl.org

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

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.



7. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 02 / 03 / 2022.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Angel B. Jacobs
City Clerk

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

PITSCH PLUMBING SERVICE, INC.

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

David J. Roskwald

By: Pitsch Plumbing
Service, Inc.
(Printed Name)
Title: President
(Vice President or higher)

TITLE	For Signature: Renewal of Agreement for Backflow Inspection...
FILE NAME	For Signature - A...bing Service,.pdf
DOCUMENT ID	33bc6f279992a4934fb23b5feeebc5bd84c75d5b
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History



SENT

02 / 01 / 2022

14:31:08 UTC-5

Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ken Whitehead (kwhitehead@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Pitsch Plumbing Service, Inc. (workorders@plumbing.cfcocmail.com) from plewis@ocalafl.org
IP: 216.255.240.104



VIEWED

02 / 01 / 2022

21:42:21 UTC-5

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
IP: 162.212.250.197



SIGNED

02 / 01 / 2022

21:43:58 UTC-5

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
IP: 162.212.250.197



VIEWED

02 / 02 / 2022

14:24:22 UTC-5

Viewed by Ken Whitehead (kwhitehead@ocalafl.org)
IP: 216.255.240.104



SIGNED

02 / 02 / 2022

14:26:12 UTC-5

Signed by Ken Whitehead (kwhitehead@ocalafl.org)
IP: 216.255.240.104

TITLE	For Signature: Renewal of Agreement for Backflow Inspection...
FILE NAME	For Signature - A...bing Service,.pdf
DOCUMENT ID	33bc6f279992a4934fb23b5feeebc5bd84c75d5b
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History



02 / 02 / 2022
15:15:22 UTC-5

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



02 / 02 / 2022
15:15:30 UTC-5

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



02 / 03 / 2022
16:40:02 UTC-5

Viewed by Pitsch Plumbing Service, Inc.
(workorders@plumbing.cfcocmail.com)
IP: 98.180.255.234



02 / 03 / 2022
16:40:29 UTC-5

Signed by Pitsch Plumbing Service, Inc.
(workorders@plumbing.cfcocmail.com)
IP: 98.180.255.234



02 / 03 / 2022
16:40:29 UTC-5

The document has been completed.