

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

THIS SECOND AMENDMENT TO AGREEMENT TO PROVIDE CONDUIT INSTALLATION SERVICES – AS NEEDED (“Second 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, on November 14, 2022, City, and Vendor entered into a First Amendment to Agreement to Provide Conduit Installation Services – As Needed (the “First Amendment”) extending the term of the Original Agreement for the first available one-year renewal term, from November 17, 2022 to November 16, 2023; and

WHEREAS, City and Vendor now desire to extend the Original Agreement, as amended, for the final available one-year renewal period, and to revise the unit pricing in Exhibit B.

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, 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 Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for a one-year term beginning **NOVEMBER 17, 2023** and terminating **NOVEMBER 16, 2024**.
4. **AMENDMENT TO EXHIBIT B PRICE PROPOSAL.** The document attached to the Original Agreement, as amended, as **Exhibit B – Price Proposal** is hereby deleted in its entirety and replaced with **Amended Exhibit B – Price Proposal**.
5. **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.
6. **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:

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.gov
PH: 352-401-3972

7. **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.
8. **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.
9. **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.

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



IN WITNESS WHEREOF, the parties have executed this Agreement on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

**SERVICE AND TECHNOLOGY NETWORK
SOLUTIONS, INC.**

William E. Sexton, Esq.
City Attorney

Signature

Printed Name

Title

Amended Exhibit B – Price Proposal**CONTRACT# OFN/200747**

Item #	Description	UOM	Original Agreement Unit Price	Renewal Term Unit Price
1	1.25" conduit - Trenching	LF	\$6.75	\$6.95
2	1.25" conduit - Hand dig	LF	\$10.00	\$10.30
3	1.25" conduit - Plowed	LF	\$6.75	\$6.95
4	1.25" conduit - Backhoe	LF	\$10.00	\$10.30
6	1.25" conduit - Missile-Stitch Bore	LF	\$6.75	\$6.95
7	1.25" conduit - Directional	LF	\$10.00	\$10.30
8	2" conduit - Trenching	LF	\$6.75	\$6.95
9	2" conduit - Hand dig	LF	\$12.50	\$12.88
10	2" conduit - Plowed	LF	\$6.75	\$6.95
11	2" conduit - Backhoe	LF	\$12.50	\$12.88
13	2" conduit - Missile-Stitch Bore	LF	\$8.25	\$8.50
14	2" conduit - Directional	LF	\$12.50	\$12.88
15	1.25" Stub-up	EA	\$30.00	\$30.90
16	2" Stub-up	EA	\$37.50	\$38.63
17	Install U-Guard at Pole	EA	\$25.00	\$25.75
18	Fiber Pedestal placement (Dog House)	EA	\$75.00	\$77.25
19	12X20 Flush Vault placement	EA	\$45.00	\$46.35
20	17X30 Flush Vault placement	EA	\$55.00	\$56.65
21	24X36 Flush Vault placement	EA	\$65.00	\$66.95
22	Pulling fiber in conduit	LF	\$0.80	\$0.82
23	Pulling tracer in conduit	LF	\$0.10	\$0.10
24	Sod	SF	\$2.50	\$2.58
25	Asphalt (1" Thick)	SF	\$5.50	\$5.67
26	Cement (4" Thick)	SF	\$2.75	\$2.83
27	Labor Cost to Dig up/Search for Conduit	HR	\$85.00	\$87.55
28	Wall Fish fiber to Point of Service	EA	\$160.00	\$164.80
29	Miscellaneous installation of equipment (pole or pad mount)	HR	\$85.00	\$87.55
30	Install service drop up to 125ft direct buried	EA	\$65.00	\$66.95
31	Install service drop over 125ft direct buried	LF	\$0.85	\$0.88
32	Pulling additional fibers in conduit simultaneously	LF	\$0.40	\$0.41
33	Emergency hourly rate. The City may need Contractor's services with less than 8 hours' notice, in the event of an emergency.	HR	\$175.00	\$180.25