

**THIRD AMENDMENT TO AGREEMENT FOR AIRPORT JANITORIAL SERVICES**

THIS THIRD AMENDMENT TO AGREEMENT FOR AIRPORT JANITORIAL SERVICES ("Third Amendment") is entered into by and between the CITY OF OCALA, a Florida municipal corporation ("City"), and HEAVENLY TOUCH CLEANING, LLC, a limited liability company duly organized in and authorized to do business in the State of Florida (EIN# 27-4897042) ("Vendor").

**WHEREAS**, on April 20, 2020, City and Vendor entered into an Agreement for Airport Janitorial Services (the "Original Agreement"), City of Ocala contract No. AIR/200138, for a term of two (2) years, from April 1, 2020 to March 31, 2022; and

**WHEREAS**, on December 11, 2020, City and Vendor entered into a First Amendment for the purpose of amending the locations to be serviced; and

**WHEREAS**, on February 9, 2022, City and Vendor entered into a Second Amendment to extend the Original Agreement for the first of two (2) one-year renewal periods available under the Original Agreement; and

**WHEREAS**, City and Vendor now desire to enter into this Third Amendment for the purpose of including an additional service location set forth in **Exhibit B – Price Proposal**; 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 Third Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this Third Amendment as **Revised Exhibit B – Price Proposal**.
4. **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 Vendor:

Heavenly Touch Cleaning, LLC  
Attn: Stephanie Harvey  
3268 NE 49<sup>th</sup> Court, Apt. 3  
Silver Springs, Florida 34488  
Phone: 352-414-9641  
E-mail: [heavenlytouchcleaningllc@gmail.com](mailto:heavenlytouchcleaningllc@gmail.com)

If to City of Ocala:

Daphne Robinson, Esq., Contracting Officer  
City of Ocala, City Hall  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
PH: 352-629-8343  
FAX: 352-690-2025  
E-mail: [notices@ocalafl.org](mailto:notices@ocalafl.org)

Copy to:

Robert W. Batsel, Jr., Esquire  
Gooding & Batsel, PLLC  
1531 SE 36<sup>th</sup> Avenue  
Ocala, Florida 34471  
PH: 352-579-6536  
E-mail: [rbatsel@lawyersocala.com](mailto:rbatsel@lawyersocala.com)

6. **EFFECT OF AGREEMENT.** In the event of any inconsistency between this Third Amendment and a prior version of the Original Agreement, this Third Amendment shall govern. Except as expressly set forth herein, the Original Agreement shall remain in full force and effect and is not amended or modified.
7. **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.
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 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.

9. **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  
07 / 11 / 2022.

**ATTEST:**

*Angel B. Jacobs*

Angel B. Jacobs  
City Clerk

**CITY OF OCALA**

*Peter A. Lee*

Peter Lee  
Interim City Manager

**Approved as to form and legality:**

*Robert W. Batsel, Jr.*

Robert W. Batsel, Jr.  
City Attorney

**HEAVENLY TOUCH CLEANING, LLC**

*Stephanie Harvey*

Signature

Heavenly Touch Cleaning, LLC

Name

Owner

Title

## Revised Exhibit B – Price Proposal

Item	Building Name	Service Hours	Cleaning Frequency	Weekly Cost
1	New Airport Terminal (excluding Airport Admin)	9:00 a.m. – 5:00 p.m.	7 days per week Monday – Sunday	
2	Air Traffic Control Tower	9:00 a.m. – 5:00 p.m.	1 day per week Friday	
3	Hangar 19	9:00 a.m. – 5:00 p.m.	1 day per week Wednesdays	
4	Airport Administration	9:00 a.m. to 4 p.m.	2 days per week Tuesday and Friday	
5	Small Terminal Suite 201A	9:00 a.m. – 5:00 p.m.	1 day per week Mondays	\$50.00
<b>Total Base Quote Amount</b>				<b>\$800.00</b>

Optional Line Items (items 3-7):		
Exterior/Interior Elevated Window Cleaning		
Item	Building Name	Price Per Occurrence
3	New Airport Terminal	
Air Traffic Control Tower Window Cleaning		
4	Air Traffic Control Tower	
Floor Maintenance		
Item	Type of Floor/Maintenance	Price Per Square Foot
5	VCT – Stripping and Waxing/Buffering	
6	Tile Ceramic – Deep Cleaning	
7	Polished Concrete – Deep Cleaning	
8	LVT – Deep Cleaning	
Emergency Cleaning Services		
Item	Emergency Cleaning – Any Building	Price Per Hour
9	Cost <u>per hour</u> for emergency cleaning services at any location covered under this Agreement	

<b>TITLE</b>	FOR SIGNATURES - Third Amendment to Agreement for Airport.....
<b>FILE NAME</b>	FOR SIGNATURES - ...Touch Cleanin.pdf
<b>DOCUMENT ID</b>	9a52e950816e7631f880dc60eaa61a056fbc6100
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

## Document History



SENT

**06 / 17 / 2022**

10:26:29 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Heavenly Touch Cleaning, LLC (heavenlytouchcleaningllc@gmail.com), Peter Lee (plee@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org  
IP: 216.255.240.104



VIEWED

**07 / 10 / 2022**

10:39:22 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)  
IP: 216.255.247.55



SIGNED

**07 / 10 / 2022**

10:39:59 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)  
IP: 216.255.247.55



VIEWED

**07 / 10 / 2022**

11:38:33 UTC-4

Viewed by Heavenly Touch Cleaning, LLC (heavenlytouchcleaningllc@gmail.com)  
IP: 24.250.131.57

<b>TITLE</b>	FOR SIGNATURES - Third Amendment to Agreement for Airport.....
<b>FILE NAME</b>	FOR SIGNATURES - ...Touch Cleanin.pdf
<b>DOCUMENT ID</b>	9a52e950816e7631f880dc60eaa61a056fbc6100
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

## Document History



**07 / 10 / 2022**  
11:43:57 UTC-4

Signed by Heavenly Touch Cleaning, LLC  
(heavenlytouchcleaningllc@gmail.com)  
IP: 24.250.131.57



**07 / 11 / 2022**  
08:11:13 UTC-4

Viewed by Peter Lee (plee@ocalafl.org)  
IP: 107.122.189.46



**07 / 11 / 2022**  
08:11:38 UTC-4

Signed by Peter Lee (plee@ocalafl.org)  
IP: 107.122.189.46



**07 / 11 / 2022**  
08:25:27 UTC-4

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



**07 / 11 / 2022**  
08:25:33 UTC-4

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



**07 / 11 / 2022**  
08:25:33 UTC-4

The document has been completed.