

SECOND AMENDMENT TO AGREEMENT FOR CITYWIDE TREE TRIMMING AND REMOVAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR CITYWIDE TREE TRIMMING AND REMOVAL SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MARION TREE TRIMMING AND STUMP REMOVAL, LLC** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 87-4596854) ("Contractor").

WHEREAS, on April 18, 2024, City and Marion Tree Trimming and Stump Removal, LLC entered into an Agreement for citywide tree trimming and removal services (the "Original Agreement") City of Ocala Contract No.: PWD/240344A for a term of two years from April 20, 2024, through April 19, 2026; and

WHEREAS, on February 12, 2025, City and Contractor entered into a First Amendment to Agreement to increase the overall compensation amount for the duration of the contractual term (the "First Amendment"); and

WHEREAS, the City and Contractor now desire to amend the Original Agreement to increase the total contract amount to allow for additional expenditures during the remainder of the contractual term.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor 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. **COMPENSATION.** Contractor shall be paid a price not to exceed the maximum limiting amount of **ONE MILLION, THREE HUNDRED FORTY-ONE THOUSAND, NINE HUNDRED EIGHTY AND NO/100 DOLLARS (\$1,341,980)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performances of citywide tree trimming and removal services.
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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Marion Tree Trimming And Stump Removal, LLC
Attention: Zach Smallridge
4400 SE 73rd Street
Ocala, FL 34480
Phone: 352-629-3843
E-mail: office@mariontree.net

If to City of Ocala:

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

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

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).** 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 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.

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

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

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

**MARION TREE TRIMMING AND STUMP
REMOVAL, LLC**

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____
(Title of Authorized Signatory)