

**SECOND AMENDMENT TO AGREEMENT FOR
COMMERCIAL POOL PUMP SERVICE AND REPAIRS**

THIS SECOND AMENDMENT TO AGREEMENT FOR COMMERCIAL POOL PUMP SERVICE AND REPAIRS ("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# 59-3489364) ("Vendor").

WHEREAS, on October 23, 2018, City and Vendor entered into an Agreement for Commercial Pool Pump Service and Repairs (the "Original Agreement"), City of Ocala Contract No.: REC/18-143, for a term of three years from October 15, 2018 to October 14, 2021; and

WHEREAS, on October 19, 2021, City and Vendor entered into a First Amendment to Agreement for Commercial Pool Pump Service and Repairs ("First Amendment") to renew the term of the Original Agreement for an additional one-year term from October 15, 2021 to October 14, 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 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 the final one-year term beginning **OCTOBER 15, 2022** and terminating **OCTOBER 14, 2023**.
4. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. 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: Pitsch1@plumbing.cfcxmail.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
FAX: 352-690-2025
Email: notices@ocalafl.org

Copy to:

Robert W. Batsel, Jr., Esq.
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
09 / 10 / 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

[Signature]

By: Pitsch Plumbing Service, Inc.
(Printed Name)

Title: president
(Title)

TITLE	FOR SIGNATURES - Second Amendment to Agreement for.....
FILE NAME	DMR EDITS - Secon...irs Pitsch P.docx
DOCUMENT ID	4bd9b65cb1677363c6ce5b638c5148cb1c5ee0cc
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

09 / 06 / 2022

10:12:11 UTC-4

Sent for signature to Robert W. Batsel, Jr.
(rbatsel@lawyersocala.com), Pitsch Plumbing Service, Inc.
(pitsch1@plumbing.cfoxml.com), Ken Whitehead
(kwhitehead@ocalafl.org) and Angel Jacobs
(ajacobs@ocalafl.org) from biverson@ocalafl.org
IP: 216.255.240.104



VIEWED

09 / 06 / 2022

10:17:34 UTC-4

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



SIGNED

09 / 06 / 2022

10:18:22 UTC-4

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



VIEWED

09 / 08 / 2022

11:26:36 UTC-4

Viewed by Pitsch Plumbing Service, Inc.
(pitsch1@plumbing.cfoxml.com)
IP: 98.180.255.225

TITLE	FOR SIGNATURES - Second Amendment to Agreement for.....
FILE NAME	DMR EDITS - Secon...irs Pitsch P.docx
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Document History



09 / 08 / 2022
11:27:25 UTC-4

Signed by Pitsch Plumbing Service, Inc.
(pitsch1@plumbing.cfcoxmail.com)
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09 / 10 / 2022
11:24:45 UTC-4

Viewed by Ken Whitehead (kwhitehead@ocalafl.org)
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09 / 10 / 2022
11:25:36 UTC-4

Signed by Ken Whitehead (kwhitehead@ocalafl.org)
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09 / 12 / 2022
09:14:51 UTC-4

Viewed by Angel Jacobs (ajacobs@ocalafl.org)
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09 / 12 / 2022
09:15:13 UTC-4

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



09 / 12 / 2022
09:15:13 UTC-4

The document has been completed.