

SECOND AMENDMENT TO SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROJECTS

THIS SECOND AMENDMENT TO SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROJECTS ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MILLER PIPELINE, LLC**, a foreign limited liability company duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN# 35-1959522) ("Vendor").

WHEREAS, on January 11, 2023, City and Vendor entered into a Services Agreement for Water Resources Improvement Projects (the "Original Agreement"), City of Ocala Contract Number: CIP/220762 for a term of two (2) years, from January 9, 2023 to January 8, 2025; and

WHEREAS, on May 17, 2023, City and Vendor entered into a First Amendment to Services Agreement for Water Resources Improvement Projects (the "First Amendment") increasing the overall compensation amount and to incorporate FDEP contract provisions; and

WHEREAS, City and Vendor now desire to amend the Original Agreement to further increase the overall compensation amount to reflect the expected level of expenditure over the remainder of the Contract Term.

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. **COMPENSATION.** Vendor shall be paid an amount not to exceed **EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000)** (the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents.
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 Vendor:

Miller Pipeline, LLC
Attn: Charles Bell
8850 Crawfordville Road
Indianapolis, Indiana 46234
PH: 352-236-3355
E-mail: charles.bell@millerpipeline.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

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.

[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

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

MILLER PIPELINE, LLC

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)