

FIRST AMENDMENT TO AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES – CITYWIDE

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES – CITYWIDE ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **TERRACON CONSULTANTS, INC.**, a foreign for-profit corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN# 42-1249917) ("Terracon") or ("Consultant").

R E C I T A L S :

WHEREAS, on October 12, 2023, City and Terracon. entered into an Agreement for Continuing Professional Engineering Services - Citywide (the "Original Agreement") City of Ocala Contract Number: ENG/220331 for a term of five (5) years from October 1, 2020, through September 30, 2025; and

WHEREAS, City and Consultant now desire to renew the Original Agreement for the first of two (2) one-year renewal terms available under the Original Agreement; and

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

T E R M S O F A G R E E M E N T :

1. **RECITALS.** City and Consultant 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 Consultant 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 First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional (1) one-year term beginning on **OCTOBER 1, 2025**, and terminating **SEPTEMBER 30, 2026**. Thereafter, this Agreement may be renewed for **ONE (1)** optional **ONE (1) YEAR** period by written consent between City and Consultant.
4. **COMPENSATION.** City shall pay Contractor a price not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000)** (the "Maximum Limiting Amount") over the Renewal Term. This amount is inclusive of all direct costs, indirect costs, and reimbursable expenses incurred under the terms of this Agreement. The Maximum Limiting Amount established under this Agreement shall not be exceeded without the City's express written approval verified by amendment or change order.
5. **NOTICES.** All notices required or permitted under this First Amendment 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 Consultant:

Terracon Consultants, Inc.
Attention: Jay W. Casper P.E.
1675 Lee Road
Winter Park, Florida 32789
Phone: 407-618-8341
Email: jay.casper@terracon.com

If to City of Ocala:

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

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.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Consultant, 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 First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First 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 First Amendment.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment on _____.

ATTEST

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

TERRACON CONSULTANTS, INC.

(Name)

(Name of Authorized Signatory)

(Title)

(Title of Authorized Signatory)