

FIRST AMENDMENT TO AGREEMENT FOR CONTINUING PROFESSIONAL TRANSIT- RELATED DESIGN SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTINUING PROFESSIONAL TRANSIT- RELATED DESIGN SERVICES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **KIMLEY-HORN & ASSOCIATES, INC.**, a foreign for-profit corporation duly organized in the state of North Carolina and authorized to do business in the state of Florida (EIN# 45-0885615) ("Consultant").

WHEREAS, on June 9, 2023, City and Consultant entered into an Agreement for Professional Transit-Related Design Services (the "Original Agreement"), City of Ocala Contract Number: SUN/210172 for a term of three (3) years, from October 19, 2021, to October 18, 2024; and

WHEREAS, City and Consultant now desire to extend the Original Agreement, for the first of two one -year renewals 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 Consultant agree as follows:

1. **RECITALS.** City and Consultant 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 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 one (1) year term beginning on **OCTOBER 19, 2024**, and terminating **OCTOBER 18, 2025**. Thereafter, this Agreement may be renewed for **ONE (1)** optional **ONE (1) YEAR** period by written consent between City and Consultant.
4. **RENEWAL COMPENSATION.** Consultant shall be paid a maximum limiting amount not to exceed **NINETY, THOUSAND AND NO/100 DOLLARS (\$90,000)** over the Renewal Term as full and complete compensation for the provision of services under this Agreement.
5. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL.** The City of Ocala's goal of 2.5% as a race-neutral DBE goal. This means the City's goal is to spend at least 2.5% of expenditures with certified DBE's as prime firms, or as subcontractors/sub-consultants. Race-neutrality means the City hopes the overall goal can be achieved through the normal competitive procurement process without using DBE required goals. Although not a requirement, the City believes this DBE percentage can realistically be achieved on projects through use of DBE prime and DBE subcontractors performing services anticipated on projects. Prime contractors or consultants may be requested to submit a DBE Utilization form indicating their firm's proposed use of DBE subcontractors. Prime construction contractors for FDOT-funded projects are required to visit <http://www.fdot.gov/equalopportunity/eoc.shtm> to register and submit their DBE commitments online.
6. **NOTICES.** All notices, certifications or communications required by this First 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 Consultant: Kimley-Horn & Associates, Inc.
Richard V. Busche, P.E., Senior Vice President
1700 SE 17th Street, Suite 200
Ocala, Florida 34471
PH: 352-438-3028
E-mail: richard.busche@kimley-horn.com

If to City of Ocala: Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 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

7. **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.
8. **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.
9. **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

Barry Mansfield
City Council President

Approved as to form and legality:

KIMLEY-HORN & ASSOCIATES, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)