



**SECOND AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL WATER TESTING SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT ENVIRONMENTAL WATER TESTING SERVICES ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PACE ANALYTICAL SERVICES, LLC**, a limited liability company duly organized in the state of Minnesota and authorized to do business in the state of Florida (EIN# 41-1821617) ("Vendor").

**WHEREAS**, on October 26, 2021, City and Vendor entered into an Agreement for Environmental Water Testing (the "Original Agreement"), City of Ocala Contract Number: WRS/210139, for a term of three (3) years, from October 1, 2021, to September 30, 2024; and

**WHEREAS**, on November 7, 2023, City and Vendor entered into a First Amendment to Agreement to increase the total contract expenditure due to changes in federal and state testing requirements (the "First Amendment"); and

**WHEARAS**, City and Vendor now desire to extend the Original Agreement, as amended, for the first of two one-year renewal terms available under the Original Agreement and increase the pricing schedule by 3.3% for the Renewal 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. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional (1) one-year term beginning on **OCTOBER 1, 2024** and terminating **SEPTEMBER 30, 2025**. Thereafter, this Agreement may be renewed for **ONE (1)** optional **ONE (1) YEAR** period by written consent between City and Vendor.
4. **COMPENSATION.** The highest total compensation payable to Vendor by City under this Second Amendment for the satisfactory performance of services in compliance with **Exhibit A – Scope of Work** and the Contract Documents shall be **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000)** over the Renewal Term. Compensation paid to Vendor shall be paid in accordance with the pricing schedule set forth below:

Item #	Description	Cost Per Test
1	Quarterly Sludge (WRF# 2 & 3)	\$107.43
2	Annual Sludge Toxicity Characteristic Leaching Procedure (TCLP - WRF# 2 & 3)	\$392.54

3	Total Kjehdahl Nitrogen (TKN) and Sodium (WRF# 3 Monitoring Wells)	\$19.63
4	Annual Effluent (WRF # 2 & 3)	\$351.22
5	Annual Influent (WRF # 2 & 3)	\$351.22
6	Annual Reclaimed Water (WRF # 2 & 3)	\$1,013.37
7	Annual Industrial 1	\$342.00
8	Annual Industrial 2	\$188.29
9	Tuscawilla Pond	\$136.36

<b>Reagent Water and Drinking Water Testing</b>		
<b>Item #</b>	<b>Description</b>	<b>Total Cost Per Year</b>
10	Reagent Water	\$2,066.00
11	Drinking Water Testing	\$398.74

5. **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:

Pace Analytical Services, LLC  
 Attn: John Lindsey  
 1800 Elm Street SE  
 Minneapolis, Minnesota 55414  
 PH: 386-672-5668  
 E-mail: [john.lindsey@pacelabs.com](mailto:john.lindsey@pacelabs.com)

If to City of Ocala:

Daphne M. Robinson, Contracting Officer  
 City of Ocala  
 110 SE Watula Avenue, 3<sup>rd</sup> Floor  
 Ocala, Florida 34471  
 PH: 352-629-8343  
 E-mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)

Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

6. **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.
7. **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.
8. **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

\_\_\_\_\_  
Barry Mansfield  
City Council President

**Approved as to form and legality:**

**PACE ANALYTICAL SERVICES, LLC**

\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

\_\_\_\_\_

By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Title of Authorized Signatory)