

**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 **RES FLORIDA CONSULTING, LLC D/B/A E SCIENCES**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN# 59-3667002) ("E Sciences") or ("Consultant").

**R E C I T A L S :**

**WHEREAS**, On February 8, 2023, City and E Sciences entered into an Agreement for Continuing Professional Engineering Services - Citywide (the "Original Agreement") City of Ocala Contract Number: ENG/201036 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. **AMENDMENT TO EXHIBIT A.** The document titled **Exhibit A – Consultant Loaded Rate Sheet** is hereby deleted in its entirety and replaced with the attached **Amended Exhibit A – Consultant Loaded Rate Sheet**.
5. **COMPENSATION.** City shall pay Contractor a price not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000)** (the "Maximum Limiting Amount") over the Renewal Term inclusive of any and all direct costs, indirect costs, and reimbursable expenses, in accordance with the pricing reflected in **Amended Exhibit A – Consultant Loaded Rate Sheet** and 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.
6. **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: RES Florida Consulting, LLC d/b/a E Sciences  
Attention: Peter K. Partlow, P.E.  
34 E. Pine Street  
Orlando, Florida 32801  
Phone: 407-481-9006  
Email: [ppartlow@res.us](mailto:ppartlow@res.us)

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](mailto: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](mailto: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

\_\_\_\_\_  
Kristen Dreyer  
City Council President

**Approved as to form and legality:**

**RES FLORIDA CONSULTING, LLC  
D/B/A E SCIENCES**

\_\_\_\_\_  
  
\_\_\_\_\_  
(Name)  
  
\_\_\_\_\_  
(Title)

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

**Amended Exhibit A – Consultant Loaded Rate Sheet  
E Sciences Incorporated**



<b>Job Classification</b>	<b>Unit</b>	<b>Loaded Rates</b>
Project Manager	HOUR	\$245.23
Chief Scientist	HOUR	\$342.62
Chief Engineer	HOUR	\$258.49
Senior Environmental Specialist	HOUR	\$203.57
Environmental Specialist	HOUR	\$161.98
Senior Scientist	HOUR	\$181.59
Scientist A	HOUR	\$116.19
Scientist B	HOUR	\$99.77
GIS Specialist	HOUR	\$110.49
Clerical/Secretary	HOUR	\$100.92