

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN-BUILD SERVICES**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN-BUILD SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City" or "Owner"), and **SSC CONSTRUCTION MANAGEMENT, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN# 83-1155768) ("SSC" or "Design-Builder").

R E C I T A L S :

WHEREAS, on December 3, 2024, the City and Design-Builder entered into a Professional Services Agreement for Design-Build Services (the "Original Agreement") for the provision of design and construction services for the City's second downtown parking garage; and

WHEREAS, the parties desire to modify the Original Agreement to remove provisions related to the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) in order to comply with the Department of Treasury's guidance¹ for projects funded with State and Local Fiscal Recovery Funds issued under the American Rescue Plan Act; and

WHEREAS, the removal of Davis-Bacon Act provisions will result in a decrease of Design-Builder's Guaranteed Maximum Price ("GMP") by \$61,375.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the City and SSC Construction Management, LLC, hereby agree as follows.

TERMS AND CONDITIONS OF AGREEMENT:

1. **RECITALS.** City and Design-Builder 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 Vendor 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. **AMENDMENT TO PARAGRAPH 10.2(A) OF THE ORIGINAL AGREEMENT.** The language contained in Paragraph 10.2(A) of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:
 - A. ***Guaranteed Maximum Price ("GMP").*** *The Guaranteed Maximum Price (the "GMP") shall represent Design-Builder's guaranteed offer to the City of the maximum price for which it will design and construct the Project, as represented in the Design and Construction Documents, including any fee for Design-Builder's services. Design-Builder agrees and guarantees the GMP shall in no event exceed \$17,420,110.70, subject to additions and deductions by Change Order as provided in the Contract Documents.*

¹ Frequently Asked Questions: Coronavirus State and Local Fiscal Recovery Funds, DEPT. OF TREASURY (March 29, 2024).

4. **AMENDMENT TO PARAGRAPH 16.3 OF THE ORIGINAL AGREEMENT.** The language contained in Paragraph 16.3 of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

16.3 COPELAND "ANTI-KICKBACK" ACT. Design-Builder further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractor and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City shall report all suspected or reported violations to the Federal awarding agency.

5. **EFFECT OF AGREEMENT.** In the event of any inconsistency between this First Amendment and a prior version of the Original Agreement, this First Amendment shall govern. Except as expressly set forth herein, the Original Agreement shall remain in full force and effect and is not amended or modified.

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).** Design-Builder, 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.

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

SSC CONSTRUCTION MANAGEMENT, LLC

William E. Sexton
City Attorney

(Name of Authorized Signatory)

(Title of Authorized Signatory)