

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Irish Acres to Silver Springs Regional Water Main Interconnect Agreement entered into on July 18, 2023, and all of its amendments (if any), collectively (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **Kimley-Horn and Associates, Inc.**, whose address is 1700 SE 17th St. STE 200, Ocala, FL 34471; possessing FEIN **56-0885615**, (hereinafter referred to as "FIRM") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until completion of all services required of FIRM, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 23Q-067, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment adds the following provisions to the Agreement: **Scope of Services, Exhibit A – Amendment 1 - Consultant Additional Schedule of Work and Fees.**

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

KATHY BRYANT DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: June 3, 2025
23Q-067-CA-01 Irish Acres to Silver Springs Regional Water Main Interconnect

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNATURE

BY: DATE

PRINTED NAME

PRINTED:

WITNESS:

ITS: (TITLE)

SIGNATURE

PRINTED NAME



**AMENDMENT NUMBER 1 TO AN AGREEMENT
BETWEEN KIMLEY-HORN AND ASSOCIATES, INC.
AND MARION COUNTY**

AMENDMENT NUMBER 1 DATED May 14, 2025, to an Agreement between Marion County, a political subdivision of the State of Florida (the "County" or the "Client") and Kimley-Horn and Associates, Inc., ("Kimley-Horn" or "Consultant") dated July 18, 2023 (the "Agreement") concerning 23Q-067 Irish Acres to Silver Springs Regional Water Main Interconnect (the "Project").

Kimley-Horn has entered into the Agreement with the Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Kimley-Horn and provisions for additional compensation by the Client to Kimley-Horn, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.


Attachments: EXHIBIT A; TABLE A

ACCEPTED:

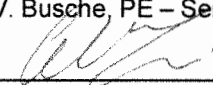
MARION COUNTY, a political subdivision
of the State of Florida

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: 
Richard V. Busche, PE – Senior Vice President

TITLE: _____

BY: 
Alan J. Garri, PE – Vice President

DATE: _____

DATE: May 14, 2025

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Consultant shall perform the following Additional Services:

Project Understanding

Kimley-Horn has been contracted by the County to design the Irish Acres to Silver Springs Regional interconnect (the "Interconnect"). To date, Kimley-Horn has prepared and submitted deliverables as outlined in the Original Agreement up to and including the 90% construction drawings. Subsequent to the 90% deliverable, Marion County Utilities (MCU) staff directed Kimley-Horn to prepare an amendment to the Original Agreement with respect to the following items:

Easements

MCU staff has directed Kimley-Horn to prepare a sketch and description of a proposed easement on Parcel 14843-000-00 (Easement Area 1). Easement Area 1 would allow the interconnect to avoid crossing underneath an existing the Florida Department of Transportation (FDOT) drainage structure at the southwest corner of the Highway 326/Jacksonville Road intersection. Kimley-Horn has prepared a constructable design that does not rely on this proposed easement. However, MCU has determined that Easement Area 1 would benefit the Project by potentially reducing impacts on the FDOT facilities during construction.

MCU staff has directed Kimley-Horn to prepare a sketch and description of a proposed easement on Parcel 15855-000-02 ("Easement Area 2"). Easement Area 2 is needed to cross from the existing NE 49th Street right-of-way ("ROW") into Parcel 15855-000-04, which is owned by Marion County.

90% Plan Revisions

MCU staff have directed Kimley-Horn to incorporate a new 12-inch force main into the construction plans along NE 49th Street, from NE 38th Terrace to the eastern end of the NE 49th Street ROW, continuing east through Easement Area 2, continuing east through Parcel 15855-000-04, then south into Parcel 15864-001-00 alongside the Interconnect water main until ending at the driveway located at the southeast corner of Parcel 15864-001-00. Kimley-Horn understands that MCU intends to bid this force main as an alternate alongside the Interconnect water main. Marion County Utilities staff have provided the sizing for this force main.

MCU staff previously directed Kimley-Horn to design a 12-inch water main extension along the west side of NE 36th Avenue, extending south from NE 49th Street to NE 35th Street. Upon completion of the 90% design, MCU directed Kimley-Horn to relocate the proposed water main to the east side of NE 36th Avenue to avoid multiple conflicts with existing utilities on the west side of this road.

MCU staff has directed Kimley-Horn to split the construction plans into two phases. The first phase ("Phase 1") is to include the Interconnect between the Highway 441/Highway 326 intersection and the NE 40th Avenue Road/NE 49th Street intersection, and the water main extension along NE 36th Avenue between NE 49th Street and NE 35th Street. The second phase ("Phase 2") will continue the Interconnect east from the end of Phase 1 to the Silver Springs Regional interconnect location.

MCU staff has directed Kimley-Horn to only revise the construction plans without revising the hydraulic modeling technical memorandum.

**Scope of Services****Task 1 – Project Management**

- A. Kimley-Horn will contract with a qualified survey subconsultant as necessary for this proposed scope of services. Kimley-Horn will facilitate the collection and review of the appropriate information associated with the surveyor's scope of services.
- B. Kimley-Horn will review and submit invoices to the County for the additional services rendered as part of this scope of services.
- C. Kimley-Horn will provide quality assurance/quality control (QA/QC) oversight for subconsultant deliverables and the revised 90% plans.

Task 2 – Subconsultant Services

Kimley-Horn will utilize a qualified local subconsultant to perform the required survey services.

- A. The survey subconsultant will provide the following services associated with Easement Area 1 and Easement Area 2 ("Easement Areas"):
- B. Legal sketches and descriptions of the new Easement Areas signed by a Florida-licensed Professional Surveyor to be included as attachments to the County's legal easement agreements.

Task 3 – Easement Coordination

- A. Kimley-Horn will assist the County with coordination efforts related to the Easement Areas. This includes preparing maps/exhibits, setting up for, and attending stakeholder meetings. Kimley-Horn will attend up to two (2) meetings with the County and the two property owners for a total of four (4) meetings.
- B. Any communication with legal counsel shall be made through the County.

Task 4 – 90% Drawings

- A. Kimley-Horn will incorporate a new 12-inch force main into the Phase 2 construction drawings as discussed above.
- B. Kimley-Horn will shift the water main extension along NE 36th Avenue from the west side to the east side as discussed above.
- C. Kimley-Horn will separate the previously submitted 90% construction plans into two phases as discussed above.
- D. Kimley-Horn will prepare and submit revised 90% engineering design plans for Phase 1 and Phase 2 for review by the County prior to completion and submission of the final engineering plans. Kimley-Horn will attend one (1) additional 90% review meeting with the County to obtain feedback on the revised 90% design.
- E. Kimley-Horn will utilize information previously obtained via Sunshine One Call for all utility companies located within the project area. Kimley-Horn assumes no existing utilities are located within the new easement areas.



- F. Kimley-Horn will rely on previous coordination with the identified utility owners for potential conflicts along the proposed route.
- G. Specification development is not included in this Amendment. The Project will be constructed in accordance with the Marion County LDC, FDOT specifications, and Florida Department of Environmental Protection (FDEP) regulations. All construction specifications will be included by reference. If a permitting agency requires stand-alone specifications, those will be provided for an additional fee.

Task 5 – Permitting

- A. Kimley-Horn will prepare and submit Form 62-604.300(3)(a) *Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System* for the proposed 12-inch force main. This force main will be permitted as a “dry line.”
- B. Permitting activities with the FDEP for a Water Distribution System Permit are included in the Original Agreement. Kimley-Horn assumes that Phase 1 and Phase 2 will be permitted together under a single application.
- C. Permit exemption activities with the St. Johns River Water Management District (SJRWMD) for an Environmental Resource Permit (ERP) Exemption Verification are included in the Original Agreement.
- D. Permitting activities with the FDOT are included in the Original Agreement.

Deliverables:

Kimley-Horn will provide the following deliverables associated with this Amendment:

- 1. Agendas and minutes for all progress meetings.
- 2. Legal sketches and descriptions for the new easement areas signed by a Florida-licensed Professional Surveyor.
- 3. One (1) PDF copy each of revised 90% Construction Plans for Phase 1 and Phase 2.
- 4. Copies of all permits issued under this Project Order.

Additional Services if Required:

Services not specifically stated in the scope of services above are not included. Compensation for additional services will be agreed upon prior to their performance.

Services Not Provided:

Any other services, including but not limited to the following, are not included in this Agreement:

- 1. Legal services or advice.



Schedule:

Kimley-Horn will provide the services described herein according to a schedule mutually agreed upon by the County. Certain activities are contingent upon the County obtaining legal access to the new easement areas, and Kimley-Horn is not responsible for perceived delays to tasks dependent thereon.

Fee and Expense

Kimley-Horn will perform the Scope of Services for a lump sum fee of \$77,887.50. All permitting, application, and similar project fees will be paid directly by the County. A breakdown of the fee per task is provided in the attached Table A.



TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: AMD 1 WATER MAIN EXTENSION FROM IRISH ACRES WTP TO SS REGIONAL WTP
CLIENT: MARION COUNTY UTILITIES DEPARTMENT
KHA PM: ALAN J. GARRI, PE
BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES, RFQ 21Q-227

SHEET: 1 of 1
DATE: 5/14/2025

		DIRECT LABOR (MAN-HOURS)										
		Principal	Project Manager	Senior Professional Engineer	Professional Engineer	Senior Designer	Administrative Assistant	LABOR HOURS	EXPENSE (\$)	SUB (\$)	LABOR TOTAL	
TASK ID	TASK DESCRIPTION	\$250.00	\$220.00	\$190.00	\$175.00	\$150.00	\$60.00					
1	Project Management	4	16				16	36			\$ 5,480	
2	Subconsultant	2	4		4	4	4	18		\$ 3,507.50	\$ 2,920	
3	Easement Coordination	8	4	4		8	2	26			\$ 4,960	
4	90% Drawings	8	4	40	80	196		328			\$ 53,880	
5	Permitting	4		8	12	16	2	42			\$ 7,140	
TOTALS:		26	28	52	96	224	24	450	\$ -	\$ 3,507.50	\$ 74,380.00	
							GRAND TOTAL:					\$ 77,887.50