

## FIRST AMENDMENT TO THE AGREEMENT

In accordance with the SW 38th/40th St Phase A & SW 38th St Phase B (from SW 80th Ave to SW 43rd Ct) Agreement entered into on February 7, 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 principal address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601, with a local office located at 1700 SE 17th Street, Suite 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 22Q-152, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. In addition to the work already undertaken as part of the Project, FIRM is hereby retained to complete the work identified on Kimley-Horn Task Order 13, West Port High School Alternative Access, a copy attached hereto as **Exhibit 1**.
3. FIRM shall complete the work identified in Exhibit 1 (the "Work") within 60 calendar days from the date FIRM receives a Purchase Order from the County (the "Term").
4. COUNTY shall make payment of \$16,870.00, (the "Agreement Price"), to FIRM under COUNTY's established procedure, upon completion of Work. There shall be no provisions for pricing adjustments during the Term. Submissions of FIRM's invoice for final payment and reimbursements shall constitute FIRM's certified representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid forthwith. The Agreement Price is based upon the Cost Estimate for Services, a copy attached hereto as **Table A** to **Exhibit 1**.

[Remainder of page left blank intentionally]

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:

G. C. Harrell 6/18/2024  
GREGORY C. HARRELL, DATE  
MARION COUNTY CLERK OF COURT

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

Michelle Stone 6/18/2024  
MICHELLE STONE DATE  
CHAIRMAN

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

BCC APPROVED: June 18, 2024  
22Q-152-CA-01 SW 38th/40th St Phase A & SW 38th St Phase B (from SW 80th Ave to SW 43rd Ct)

For: Matthew G. Minter 6/21/24  
MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

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WITNESS:

Stacy Boney  
SIGNATURE  
Stacy Boney  
PRINTED NAME

KIMLEY-HORN AND ASSOCIATES, INC.

Amber Gartner 6/18/2024  
BY: DATE  
Amber Gartner  
PRINTED:  
Vice President  
ITS: (TITLE)

WITNESS:

Shern Bishop  
SIGNATURE  
Shern Bishop  
PRINTED NAME

**TASK ORDER 13**

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn") and Marion County, a political subdivision of the State of Florida, ("County" or "Client") in accordance with the terms of the Master Agreement for Civil/Site Engineering for Miscellaneous Projects #23Q-087, which is incorporated herein by reference.

**Identification of Project:**

Project: West Port High School Alternative Access  
Project Manager: Amber L. Gartner, P.E.

**Project Understanding:**

1. Under a prior Agreement, Kimley-Horn is conducting a Preliminary Engineering Report (PER) for the widening of SW 38<sup>th</sup>/SW 40<sup>th</sup> Street from SW 80<sup>th</sup> Avenue to SW 43<sup>rd</sup> Court.
2. The County has requested a planning level evaluation of an alternative access to the West Port High School from SW 67<sup>th</sup> Avenue Road.

**Scope of Services:**

The services to be performed by Kimley-Horn will include and be limited to the following:

**Task 1 – West Port High School Alternative Access Evaluation**

- A. Kimley-Horn will prepare a preliminary alignment exhibit for the alternative access from SW 67<sup>th</sup> Avenue to the West Port High School. The exhibit will be prepared on an 11" X 17" aerial. The preliminary alignment will be based on a design speed and right-of-way width provided by Marion County.
- B. Kimley-Horn will identify preliminary parcel impacts and right-of-way needs of the alternative access. This scope of work excludes identifying drainage retention area locations, sizes, property impacts, and preliminary costs.
- C. Kimley-Horn will prepare a planning-level cost estimate for the preliminary alignment of the alternative access based on Florida Department of Transportation (FDOT) long-range estimates. Based on input from Marion County, estimates for design, right-of-way, and construction engineering inspection will also be developed.

*Note: Kimley-Horn has no control over the cost of labor, materials, equipment, or the Contractor's methods of determining prices, competitive bidding, or market conditions. Opinions of probable costs provided in accordance with this project order are based on the information known at the time the opinions of cost are developed and represent only Kimley-Horn's judgment as a design professional familiar with the construction industry. Actual costs for proposals, bids, or actual construction costs will be different.*

- D. Kimley-Horn will estimate the traffic volume that would utilize the alternative access. Kimley-Horn will perform an evaluation of the intersection of SW 38<sup>th</sup>/40<sup>th</sup> Street and SW 67<sup>th</sup> Avenue and identify potential improvements needed from the alternative access.
- E. Kimley-Horn will prepare a letter report summarizing the potential parcel impacts, planning level cost estimate, and potential traffic improvements for the alternative access.

**Deliverables:**

- 1. Preliminary alignment exhibit (11" X 17")
- 2. Planning level cost estimate
- 3. Letter report

**Additional Services**

The following services are not included in the scope of services but can be provided as additional services if authorized by the County. Compensation for additional services will be agreed to prior to their performance.

- 1. Any service not specifically identified in the above Scope of Services.

**Schedule**

The scope of work will be complete within 60 days of notice to proceed by the County. A schedule will be established upon Notice to Proceed and maintained through the duration of the Project. The project schedule may be modified due to circumstances that arise during the execution of the Work if mutually agreed to by Kimley-Horn and the County.

**Fee**


Kimley-Horn will provide the services described in the Scope of Services the lump sum fee of \$16,870.00. A breakdown of fees is provided in the attached TABLE A.

Attachments: TABLE A

ACCEPTED:  
MARION COUNTY, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_  
Amber L. Gartner, PE

TITLE: \_\_\_\_\_

TITLE: Vice President

DATE: \_\_\_\_\_

DATE: March 7, 2024

**TABLE A  
COST ESTIMATE FOR SERVICES**

PROJECT: TASK ORDER 13\_WEST PORT ALTERNATIVE ACCESS  
 CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER  
 KH PM: AMBER L. GARTNER, P.E.  
 BASIS FOR ESTIMATE: RFQ 23Q-087 COUNTY-APPROVED HOURLY RATES; CIVIL/SITE ENGINEERS FOR MISC PROJECTS

DATE: MARCH 7, 2024

|                     |   | DIRECT LABOR (MAN-HOURS)        |                                  |                |               |                 |         |             |           |                  |
|---------------------|---|---------------------------------|----------------------------------|----------------|---------------|-----------------|---------|-------------|-----------|------------------|
|                     |   | Project Manager<br>(Registered) | Project Engineer<br>(Registered) | Staff Engineer | CADD Designer | CADD Technician | Cleical | Labor Hours | SUB (\$)  | Labor Total      |
| TASK ID             | TASK DESCRIPTION                        | \$210.00                        | \$170.00                         | \$125.00       | \$110.00      | \$90.00         | \$60.00 |             |           |                  |
| 1                   | WEST PORT ALTERNATIVE ACCESS EVALUATION | 14                              | 20                               | 60             | 18            | 5               | 10      | 127         |           | \$ 16,870        |
| TOTALS:             |   | 14                              | 20                               | 60             | 18            | 5               | 10      | 127         | \$ -      | \$ 16,870.00     |
| <b>Grand Total:</b> |   |                                 |                                  |                |               |                 |         |             | <b>\$</b> | <b>16,870.00</b> |