

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL ARCHITECTURAL, ENGINEERING AND CONSULTING SERVICES**

THIS SECOND AMENDMENT is made and entered into this 1st day of October, 2023, by and between the CITY OF GAINESVILLE, a Florida municipal corporation ("CITY") and the **CITY of GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES** ("GRU"), a Florida municipal corporation with offices located at 301 S.E. 4th Avenue, Gainesville, Florida 32601, and **KIMLEY-HORN AND ASSOCIATES, INC.** ("CONSULTANT"), a Foreign Profit Corporation authorized to do business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601, individually referred to as "Party" or collectively as "Parties".

WHEREAS, the Parties entered into a contract on September 26, 2018, with an effective date of October 1, 2018 and a termination date of September 30, 2023 ("Initial Contract"), for professional architectural and engineering consulting services on an as-needed basis; and

WHEREAS, the Gainesville Community Redevelopment Agency was dissolved as a public body corporate, and all of its assets and liabilities were transferred to the City of Gainesville; and

WHEREAS, on April 5, 2022, the Parties entered into the First Amendment, whereby the Parties agreed to an increase in the Consultant's rates; and

WHEREAS, the Parties mutually agree to amend the Initial Contract to allow for the contract to be extended for an additional six (6) months to allow for completion of a new agreement between the Parties; and

WHEREAS, the Parties mutually agree to extend the Initial Contract through March 30, 2024.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the Parties agree as follows:

1. The following is hereby added to the Initial Contract, under Section 3.0 Contract Term, as Section 3.4:
 - 3.4 This Agreement may be extended for an additional six (6) months to allow for completion of a new agreement between the Parties.
2. Parties agree to extend the Initial Contract through March 30, 2024.
3. Consultant shall continue to provide engineering services in accordance with the terms and conditions of the Initial Contract and First Amendment.
4. Except as modified herein, all terms and conditions of the Initial Contract and First Amendment shall remain in full force and effect.

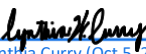
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IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the date first above written.

KIMLEY-HORN AND ASSOCIATES, INC.

By: Richard V. Busche
[Richard V. Busche \(Oct 5, 2023 14:29 EDT\)](#)
Richard V. Busche, PE
Senior Vice President

CITY OF GAINESVILLE

By: 
[Cynthia W. Curry \(Oct 5, 2023 14:11 EDT\)](#)
Cynthia W. Curry
City Manager


**CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL UTILITIES**

By: Anthony Cunningham
[Anthony Cunningham \(Oct 3, 2023 12:55 EDT\)](#)
Anthony Cunningham
General Manager

Approved as to form and legality:

By: Bianca Lherisson
[Bianca Lherisson \(Oct 2, 2023 17:36 EDT\)](#)
Bianca Lherisson
Assistant City Attorney II

Procurement Representative

By: 
[Annie Velez \(Oct 6, 2023 09:34 EDT\)](#)
Annie Velez
Procurement Specialist III