

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Pennsylvania Avenue Multimodal Improvement Project Agreement entered into on January 17, 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 22Q-226, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment adds Post Design services set forth in Scope of Services, Exhibit A, hereto.
3. This Amendment shall commence upon COUNTY's Board of County Commissioner's approval. The Work (defined herein) shall achieve final completion ("Term") two (2) calendar months after roadway construction project closeout period.
4. COUNTY shall make payment of Forty-Four Thousand, Forty-Five and 00/100 Dollars (\$44,045.00) ("Agreement Price"), to the Firm under the COUNTY's established procedure and according to the Fee Schedule, Exhibit B, hereto.

ATTEST:

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

\_\_\_\_\_  
GREGORY C. HARRELL, DATE  
MARION COUNTY CLERK OF COURT

\_\_\_\_\_  
CARL ZALAK, III DATE  
CHAIRMAN

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

**BCC APPROVED:**  
22Q-226-CA-01 Pennsylvania Avenue Multimodal  
Improvement Project

\_\_\_\_\_  
MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

\*\*\*\*\*

WITNESS:

**KIMLEY-HORN AND ASSOCIATES, INC.**

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
BY: DATE  
\_\_\_\_\_  
PRINTED:  
\_\_\_\_\_  
ITS: (TITLE)

WITNESS:

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN MARION COUNTY AND KIMLEY-HORN AND ASSOCIATES, INC. DATED, NOVEMBER 7, 2022 – PROJECT #22Q-226****PENNSYLVANIA AVENUE FROM THE FLORIDA NORTHERN RAILROAD TO BLUE RUN OF DUNNELLON PARK POST DESIGN SERVICES****PROJECT UNDERSTANDING**

Marion County (the “COUNTY” or the “Client”) has requested an Amendment to the Agreement with Kimley-Horn and Associates, Inc. (“Kimley-Horn” or the “ENGINEER”) for the Pennsylvania Avenue from the Florida Northern Railroad to Blue Run of Dunnellon Park Project.

**INTRODUCTION**

The ENGINEER previously provided design and permitting services for the Project. Under this Amendment, the County has requested the ENGINEER to provide post design services during the construction of the Project. Under this Amendment, the ENGINEER will provide services as noted herein.

**SCOPE OF SERVICES****TASK 1 – POST DESIGN SERVICES**

Under this Task, the ENGINEER will generally perform the following services to support the COUNTY’S staff. The COUNTY will have direct day-to-day control and responsibility for the management of the construction activities. The ENGINEER will:

- 1) Attend pre-construction and construction progress meetings.
- 2) Review of shop drawing submittals for structures and materials.
- 3) Respond to Contractor requests for additional information (RAI).
- 4) Conduct site visits as requested during construction.
- 5) Provide construction plan revisions as needed.
- 6) Review as-built survey information for conformance with the approved plans and permits as provided by the Contractor.
- 7) Perform agency closeout certifications.

The ENGINEER will provide the construction phase services specifically stated below:

- A. *Pre-Construction Conference.* The ENGINEER will prepare for and attend a Pre-Construction Conference prior to the commencement of construction activity. Following the pre-construction conference, the ENGINEER will prepare the SWFWMD Construction Commencement Notice, coordinate with the COUNTY, and submit to SWFWMD. The ENGINEER will provide Issued for Construction Plans to the COUNTY and Contractor.
- B. *Monthly Progress Meetings and Pay Applications.* The ENGINEER will attend progress meetings conducted by the COUNTY during the construction phase of the Project. A total of six (6) progress meetings are included in this Scope. The ENGINEER will review and sign approved Pay Applications provided by the COUNTY. The COUNTY will review Pay Applications prior to providing to the ENGINEER.
- C. *Shop Drawings.* The ENGINEER will review and take appropriate action in respect to Shop Drawings and other data which the Contractor is required to submit but only for conformance with the information given in the Contract Documents. Such review or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

- D. *Contractor RFIs and Site Visits.* The ENGINEER will issue necessary interpretations and clarifications of the Plans and Specifications to the COUNTY. For the purpose of this Amendment, the ENGINEER has assumed a total of six (6) RFIs.

The ENGINEER will make site visits to assist in responding to Contractor RFIs and to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, the ENGINEER will evaluate whether the Contractor's work is generally proceeding in accordance with the Contract Documents. For the purposes of this Amendment, the ENGINEER has assumed a total of six (6) site visits, not including final punch list and Project closeout activities.

- E. *Construction Plan Revisions.* As directed by the COUNTY, the ENGINEER will perform plan production services to revise the construction plans for up to one (1) revision to address changed field conditions or unforeseen conditions that may be encountered. Throughout the construction of the Project, the ENGINEER shall maintain a drawing control index and track all plan revisions issued to the COUNTY.
- F. *As-Built Review.* The ENGINEER will, after notice from the COUNTY that it considers the work ready for its intended use, conduct a site visit and review draft as-built surveys to determine if the Work is substantially complete. The ENGINEER will provide review markups of the as-built surveys and review updated surveys provided by the COUNTY.
- G. *Substantial and Final Walk Through.* The ENGINEER will attend the substantial walkthrough and final walkthrough meetings with the COUNTY and Contractor. The ENGINEER will work with the COUNTY to compile a punch list following the substantial walk through.
- H. *Agency Closeout.* The ENGINEER will provide notice to SWFWMD that construction is complete. The ENGINEER will complete the Engineer's Certification of Compliance for the State-funded Grant Agreement with FDOT.

### **SCHEDULE**

The ENGINEER will provide the above Scope of Services to coincide with the roadway construction activity. For the purposes of this Amendment, the ENGINEER has assumed a construction duration of four (4) calendar months and a two (2) month Project closeout period.

### **FEE**

The ENGINEER will provide the services described in the Scope of Services for a lump sum amount of \$44,045.00 as detailed in the attached TABLE A.

Attachment: TABLE A

KIMLEY-HORN AND ASSOCIATES, INC.

By:   
(Signature)

Amber L. Gartner, PE – Vice President  
(Print Name and Title)

Date: July 28, 2026

G:\New Business\Public Sector\Marion County\2026\Dunnellon Trail Construction Phase Services\AMD 1\_RFQ 22Q-226\_Dunnellon Trail Post Design Services.docx

## Exhibit B - Fee Schedule

| <p align="center"><b>TABLE A</b><br/><b>COST ESTIMATE FOR SERVICES</b></p> <p>PROJECT: AMD 1_PENNSYLVANIA AVENUE MULTI MODAL IMPROVEMENTS - POST DESIGN<br/> CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER<br/> KH PM: AMBER L. GARTNER, PE<br/> BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES, PENNSYLVANIA AVENUE 22Q-226</p> <p align="right">SHEET: 1 of 1<br/>DATE: 7/28/2026</p> |                                                     |                    |                              |                              |                               |                |                 |           |             |             |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------|------------------------------|------------------------------|-------------------------------|----------------|-----------------|-----------|-------------|-------------|---------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                 |                                                     | DIRECT LABOR       |                              |                              |                               |                |                 |           |             |             |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                 |                                                     | Principal Engineer | Senior Professional Engineer | Project Manager (Registered) | Project Engineer (Registered) | Staff Engineer | CADD Technician | Clerical  | LABOR HOURS | SUB (\$)    | LABOR TOTAL         |
| TASK ID                                                                                                                                                                                                                                                                                                                                                                                         | TASK DESCRIPTION                                    | \$250.00           | \$190.00                     | \$175.00                     | \$150.00                      | \$120.00       | \$95.00         | \$45.00   |             |             |                     |
| 1A                                                                                                                                                                                                                                                                                                                                                                                              | PRE-CONSTRUCTION CONFERENCE                         |                    |                              | 6                            | 5                             | 4              | 6               | 5         | 26          |             | \$ 3,075            |
| 1B                                                                                                                                                                                                                                                                                                                                                                                              | CONSTRUCTION PROGRESS MEETINGS AND PAY APPLICATIONS |                    |                              | 14                           | 10                            | 10             |                 | 9         | 43          |             | \$ 5,555            |
| 1C                                                                                                                                                                                                                                                                                                                                                                                              | SHOP DRAWINGS                                       | 2                  | 8                            | 8                            | 12                            | 12             |                 | 5         | 47          |             | \$ 6,885            |
| 1D                                                                                                                                                                                                                                                                                                                                                                                              | CONTRACTOR RFI'S AND SITE VISITS                    | 2                  | 30                           | 15                           | 15                            | 15             |                 | 8         | 85          |             | \$ 13,235           |
| 1E                                                                                                                                                                                                                                                                                                                                                                                              | CONSTRUCTION PLAN REVISIONS                         |                    | 2                            | 4                            |                               | 15             |                 | 5         | 26          |             | \$ 3,105            |
| 1F                                                                                                                                                                                                                                                                                                                                                                                              | AS-BUILT REVIEW                                     | 2                  | 4                            | 4                            | 12                            | 6              |                 | 5         | 33          |             | \$ 4,705            |
| 1G                                                                                                                                                                                                                                                                                                                                                                                              | SUBSTANTIAL AND FINAL WALK THROUGH                  |                    | 6                            | 8                            | 16                            |                |                 | 2         | 32          |             | \$ 5,030            |
| 1H                                                                                                                                                                                                                                                                                                                                                                                              | AGENCY CLOSEOUT                                     |                    | 2                            | 2                            | 10                            |                |                 | 5         | 19          |             | \$ 2,455            |
| <b>GRAND TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                              |                                                     | <b>6</b>           | <b>52</b>                    | <b>61</b>                    | <b>80</b>                     | <b>62</b>      | <b>6</b>        | <b>44</b> | <b>311</b>  | <b>\$ -</b> | <b>\$ 44,045.00</b> |