

THIRD AMENDMENT TO THE AGREEMENT

In accordance with the SW 49th Ave Corridor South Phase 1 (CR 484 Widening from Marion Oaks Pass to Marion Oaks Course) Agreement entered into on July 19, 2016, and all of its amendments (if any), collectively (the "Agreement"), this Third Amendment to the Agreement (this "Amendment") is made and entered into by and between **Kimley-Horn & Associates, Inc.**, whose address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601; 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 all completion of 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 16Q-020, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment is for Engineer of Record post design services for project construction of SW 49th Avenue South Phase 1 (SW 49th Court Road - Phase 1B, Segment E), commencing upon approval of the Marion County Board of County Commissioners. Firm shall complete the scope of services set forth in the Scope of Services, Exhibit "A", hereto, with an estimated end date of December 31, 2020.
3. COUNTY shall make payment of Fifty-Four Thousand, One Hundred Dollars (\$54,100.00) (the "Agreement Price"), to Firm under COUNTY's established procedure and according to Table A, Cost Estimate for Services, Exhibit "B", hereto.

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:


DAVID R. ELLSPERMANN,
CLERK OF COURT

04-07-2020
DATE

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY


4-13-2020

for MATTHEW G. MINTER,
MARION COUNTY ATTORNEY

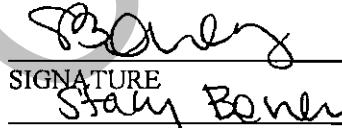
DATE

WITNESS:


SIGNATURE
Chris Malone

PRINTED NAME

WITNESS:


SIGNATURE
Stacy Bowen

PRINTED NAME

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


KATHY BRYANT

04-07-2020
DATE

CHAIRMAN

BCC APPROVED:

April 7, 2020

16Q-020-CA-03, SW 49th Ave Corridor South
Phase 1- SW 49th Court Rd - Phase 1B, Seg E-
EOR Post Design Services

KIMLEY-HORN & ASSOCIATES, INC.


BY:
Richard Bresette

4-8-20
DATE

PRINTED:

SL. VP

ITS: (TITLE)

EXHIBIT A

Kimley»Horn

AMENDMENT NO. 3 TO AGREEMENT BETWEEN COUNTY (MARION COUNTY) AND ENGINEER (KIMLEY-HORN AND ASSOCIATES, INC.) DATED JULY 19, 2016 – PROJECT #16Q-020

SW 49TH AVENUE SOUTH PHASE ONE (PHASE 1B) – POST DESIGN

ENGINEER OF RECORD (EOR) SERVICES

PROJECT UNDERSTANDING

The COUNTY has requested an Amendment to the Agreement with Kimley-Horn and Associates, Inc. (the ENGINEER) for the SW 49th Avenue South Phase One (Phase 1B) project.

INTRODUCTION

Under a separate Agreement, the ENGINEER provided design and permitting services for the Project. The COUNTY has requested the ENGINEER to provide Engineer of Record (EOR) services during the construction of the Project. Under this Agreement the ENGINEER will provide post design EOR services to the COUNTY as noted herein.

SCOPE OF SERVICES

Task 1 – Post Design EOR 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.

- 1) Attendance of preconstruction 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 to address changed site conditions.
- 6) Review as-built survey information for conformance with the approved plans and permits as provided by the Contractor.
- 7) Prepare construction certifications for the COUNTY and the SWFWMD upon project completion.

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

- A. *Drawing Control* – ENGINEER will prepare and issue "Issued for Construction" design plans and electronic files. Throughout the construction of the Project, the ENGINEER shall maintain a drawing control index and track all revisions issued to the COUNTY.
- B. *Pre-Construction Conference* – ENGINEER will prepare for and attend a Pre-Construction Conference prior to commencement of construction activity.
- C. *Bi-Weekly Progress Meetings* – ENGINEER will attend bi-weekly (every two weeks) progress meetings conducted by the COUNTY during the construction phase of the project. A total of fourteen (14) progress meetings are included in this scope.
- D. *Shop Drawings* – ENGINEER will review and approve or take other appropriate action in respect to Shop Drawings and other data which Contractor is required to submit but only for conformance

with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

E. *Contractor RFIs and Site Visits* – ENGINEER will issue necessary interpretations and clarifications of the Plans and Specifications to the COUNTY.

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, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents.

For the purposes of this Amendment, ENGINEER has assumed a total of ten site visits, not including final punch list and project closeout activities.

F. *Construction Plan Revisions* – As directed by the COUNTY, ENGINEER will perform plans production services to revise the construction plans to address changed field conditions or unforeseen conditions that may be encountered.

G. *As-Built Review* – 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.

H. *Agency Certifications* – Following completion of all work and receipt of signed and sealed as-built surveys and testing reports, the ENGINEER will prepare agency permit certifications to the following agencies and submit them for processing:

- 1) Marion County Office of the County Engineer
- 2) Southwest Florida Water Management District (SWFWMD)

SCHEDULE

The ENGINEER will provide these services to coincide with the roadway construction activity. For the purposes of this Amendment, ENGINEER has assumed an active construction duration of seven (7) calendar months.

FEE

The ENGINEER will provide the services described in the Scope of Services for a lump sum amount of \$54,100.00 as detailed on attached TABLE A.

Attachment: TABLE A

KIMLEY-HORN-AND-ASSOCIATES, INC.

By: _____
(Signature)

Richard V. Busche, PE – Senior Vice President
(Print Name and Title)

Date: January 23, 2020

G:\New Business\Public Sector\Marion County\2020\MAAISW 49th Cl Rd 1B\Amendment 5 - CPSAmd 5_SW 49th Cl Rd 1B.docx

EXHIBIT B

Kimley»Horn

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: SW 49TH AVENUE SOUTH PHASE ONE - POST DESIGN EOR SERVICES
 CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER
 KH PM: RICHARD V. BUSCHE, P.E.
 BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES, SW 49TH AVENUE

SHEET: 1 of 1
 DATE: 1/23/2020

Rates per 16Q-050-CA-02

| | | DIRECT LABOR | | | | | | | | |
|-------------|---|--------------|----------|----------|----------|---------|---------|-------------|----------|--------------|
| TASK ID | TASK DESCRIPTION | \$225.00 | \$160.00 | \$140.00 | \$110.00 | \$90.00 | \$40.00 | LABOR HOURS | SUB (\$) | LABOR TOTAL |
| A | DRAWING CONTROL | | 2 | 4 | 12 | 8 | 4 | 30 | | \$ 3,080 |
| B | PRE-CONSTRUCTION CONFERENCE | 2 | 4 | 4 | 16 | | | 28 | | \$ 3,490 |
| C | BI-WEEKLY PROGRESS MEETINGS (Up to 14) | | 28 | 10 | 28 | | 8 | 74 | | \$ 9,280 |
| D | SHOP DRAWINGS | 2 | 4 | 4 | 15 | 10 | 4 | 39 | | \$ 4,360 |
| E | CONTRACTOR RFP'S AND SITE VISITS (Up to 10) | 6 | 30 | | 40 | 6 | 6 | 88 | | \$ 11,330 |
| F | CONSTRUCTION PLAN REVISIONS | 2 | 10 | 15 | 30 | 20 | 10 | 87 | | \$ 9,850 |
| G | AS-BUILT REVIEW | 2 | 14 | | 20 | 10 | 4 | 50 | | \$ 5,950 |
| H | AGENCY CERTIFICATIONS | 4 | 10 | 4 | 30 | | 15 | 63 | | \$ 6,960 |
| GRAND TOTAL | | 18 | 102 | 41 | 191 | 54 | 53 | 459 | | \$ 54,100.00 |

Rates & math
verified
3/9/20
JL

COPY