

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Agreement for Engineering & Design Services for Florida Crossroads Commerce Park Road entered into on or about April 16, 2019, 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 & 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 19Q-086, (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 Florida Crossroads Commerce Park Road, 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-Seven Thousand, Three Hundred Ninety Dollars (\$57,390.00) (the "Agreement Price"), to Firm under COUNTY's established procedure and according to Table A, Cost Estimate for Services, Exhibit "B", hereto.

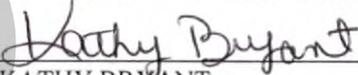
IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:



 DAVID R. ELLSPERMANN, DATE 04-07-2020
 CLERK OF COURT

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



 KATHY BRYANT DATE 04-07-2020
 CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

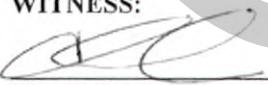


 MATTHEW G. MINTER, DATE 4-13-2020
 MARION COUNTY ATTORNEY

BCC APPROVED:

April 7, 2020
 19Q-086-CA-01, Florida Crossroads Commerce Park Road - EOR Post Design Services

WITNESS:



 SIGNATURE
 Chris Malone
 PRINTED NAME

KIMLEY-HORN & ASSOCIATES, INC.



 BY Rick Buscette DATE 4-8-20
 PRINTED:
 Sr VP
 ITS: (TITLE)

WITNESS:



 SIGNATURE
 Stacy Bandy
 PRINTED NAME

EXHIBIT A



**AMENDMENT NO. 1 TO AGREEMENT BETWEEN COUNTY (MARION COUNTY)
AND ENGINEER (KIMLEY-HORN AND ASSOCIATES, INC.) DATED MAY 2, 2019,
PROJECT NUMBER 19Q-086**

**FLORIDA CROSSROADS COMMERCE PARK – 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 Florida Crossroads Commerce Park roadway and utility design project (the "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 (Roadway)

- 1) 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.
- 2) Attendance of preconstruction and construction progress meetings.
- 3) Review of shop drawing submittals for structures and materials.
- 4) Respond to Contractor requests for additional information (RAI).
- 5) Conduct site visits as requested during construction.
- 6) Provide construction plan revisions as needed to address changed site conditions.
- 7) Review as-built survey information for conformance with the approved plans and permits as provided by the Contractor.
- 8) 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 order 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

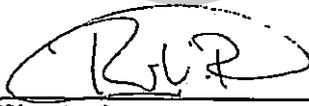
The ENGINEER will provide these services to coincide with the roadway construction activity. For the purposes of this Amendment, ENGINEER has assumed an active construction duration of seven (7) calendar months.

FEE

The ENGINEER will provide the services described in the Scope of Services for a lump sum amount of \$57,390.00 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

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EXHIBIT B

TABLE A COST ESTIMATE FOR SERVICES										
PROJECT: FCCP ROAD - 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							SHEET: 1 of 1 DATE: 1/23/2020			
TASK ID	TASK DESCRIPTION	DIRECT LABOR						LABOR HOURS	SUB (\$)	LABOR TOTAL
		Principal Engineer	Project Manager (Registered)	Project Engineer (Registered)	Staff Engineer	CADD Technician	Clerical			
		\$175.00	\$145.00	\$125.00	\$95.00	\$75.00	\$35.00			
A	DRAWING CONTROL		4	10	14	10	4	42		\$ 4,050
B	PRE-CONSTRUCTION CONFERENCE	2	4	4	16		2	28		\$ 3,020
C	BI-WEEKLY PROGRESS MEETINGS (Up to 14)		28	10	28		8	74		\$ 8,250
D	SHOP DRAWINGS	2	4	8	20	8	4	46		\$ 4,570
E	CONTRACTOR RFI'S AND SITE VISITS (Up to 10)	10	40		50	8	8	116		\$ 13,160
F	CONSTRUCTION PLAN REVISIONS	4	20	25	40	30	10	129		\$ 13,125
G	AS-BUILT REVIEW	2	14		20	10	4	50		\$ 5,170
H	AGENCY CERTIFICATIONS	4	10	4	30		15	63		\$ 6,025
GRAND TOTAL		24	124	61	218	66	55	548	\$ -	\$ 57,390.00

*RATES + Math
Verified
3/18/00
SM*