

SEVENTH AMENDMENT TO THE AGREEMENT

In accordance with the SW 49th Ave Corridor South Phase, Segment F (Marion Oaks Manor to 0.7 Miles South of CR 484) Final Roadway Design Services Agreement entered into on August 29, 2016, and all of its amendments (if any), collectively (the "Agreement") this Seventh 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 16Q-020, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. Firm shall complete the services set forth as an addition to the Scope of Services, hereto Exhibit A in accordance with the project 16Q-020, (the "Project")

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:

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

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

KATHY BRYANT DATE
CHAIRMAN

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

BCC APPROVED: July 1, 2025
16Q-020-CA-07 SW 49th Ave Corridor South Phase,
Segment F (Marion Oaks Manor to 0.7 Miles South
of CR 484) Final Roadway Design Services

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNATURE

BY: DATE

PRINTED NAME

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME

**AMENDMENT NO. 7 TO AGREEMENT BETWEEN MARION COUNTY AND
KIMLEYHORN AND ASSOCIATES, INC. DATED, JULY 19, 2016 – PROJECT
#16Q-020**

SW 49TH AVENUE SOUTH SEGMENT F BIDDING AND 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 SW 49th Avenue South Segment F Project.

INTRODUCTION

The ENGINEER previously provided design and permitting services for the Project. Under this Amendment, the County has requested the ENGINEER to provide additional design services as well as 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 – DESIGN PLAN UPDATES

- A. *Design Plan Updates* – The ENGINEER will revise final plans to reflect design updates associated with the adjacent SW 145th Place Road project, currently under design by the COUNTY. Plan changes will include the addition of pedestrian ramps and refuge areas at the SW 145th Place Rd and SW 49th Court Road intersection, revision of proposed striping for pedestrians crossing east/west at this intersection, and extension of turn lanes to account for crosswalk updates.

TASK 2 – BIDDING ASSISTANCE

Under the previous Agreement, the ENGINEER was scoped to provide limited bidding assistance. This Agreement is to provide supplemental bidding assistance services.

- A. *Bid Form* – The ENGINEER will prepare a final bid form that lists all anticipated pay items with corresponding estimated quantities for the COUNTY'S use in preparing the bid documents..
- B. *Special Provisions* – The ENGINEER will review Special Provisions provided by the COUNTY and provide comments as necessary. Kimley-Horn will provide Technical Special Provisions for items of work not covered by Florida Department of Transportation (FDOT) Standard Specifications, Supplemental Specifications, or Recurring Special Provisions for each project phase. The actual bid documents, posting the bid for potential bidders, and administration of the bid process will be handled by the COUNTY.
- C. *Addenda* – The ENGINEER will assist the COUNTY in preparing up to two addendums during the bidding phase. The Marion County Procurement Services Department will be responsible for issuing addenda to the Bidders of Record.
- D. *Pre-Bid Meeting* – The ENGINEER will prepare for and participate in one (1) Pre-Bid Meeting for the subject project. The COUNTY will be responsible for arranging for and conducting the meeting.
- E. *Bid Opening* – Not included.
- F. *Bid Tabulation* – Not included.

TASK 3 – 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.

- 1) Attendance of 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) Prepare construction certifications for Florida Department of Environmental Protection (FDEP) and Southwest Florida Water Management District (SWFWMD) upon project completion.

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.
- B. *Monthly Progress Meetings* – The ENGINEER will attend monthly progress meetings conducted by the COUNTY during the construction phase of the project. A total of eleven (11) progress meetings are included in this Scope.
- 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.

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 ten (12) 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 four (4) revisions 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. *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) FDEP
 - 2) SWFWMD

TASK 4 – RIGHT-OF-WAY MAPPING

The ENGINEER will retain Clymer Farner Barley Surveying, LLC (CFBS) as a subconsultant to perform right-of-way mapping services. Under this task, CFBS will prepare right-of-way maps for the roadway corridor after construction has been completed.

Prior to the final recording in the public records, CFBS will depict the boundaries of the acquired parcels based upon the recorded information provided by the County. The right-of-way will be monumented in the field along the right-of-way lines, and those corners will be referenced on the right-of-way map. The right-of-way map will be prepared in accordance with the Florida Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

The ENGINEER will submit the right-of-way maps to the COUNTY for review. The ENGINEER will revise the right-of-way maps per comments received from the COUNTY up to one time.

SCHEDULE

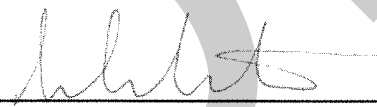
The ENGINEER will provide these services to coincide with the roadway construction activity. For the purposes of this Amendment, the ENGINEER has assumed a construction duration of twelve (12) calendar months.

FEE

The ENGINEER will provide the services described in the Scope of Services for a lump sum amount of \$114,745.00 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: March 10, 2025

G:\New Business\Public Sector\Marion County\2024\SW 49th Ave S Seg F Post Design\Amd 8_SW 49th Ave S Seg F Post Design.docx

**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT: SW 49TH AVE SOUTH SEGMENT F - BIDDING AND POST DESIGN SERVICES
 CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER
 KH PM: MOHAMMAD A. ANSARI, PE
 BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES, SW 49TH AVENUE

SHEET:
DATE:

1 of 1
3/10/2025

		DIRECT LABOR								
		Principal Engineer	Project Manager (Registered)	Project Engineer (Registered)	Staff Engineer	CADD Technician	Clerical	LABOR HOURS	SUB (\$)	LABOR (\$)
TASK ID	TASK DESCRIPTION	\$225.00	\$160.00	\$140.00	\$110.00	\$90.00	\$40.00			
1	DESIGN PLAN UPDATES	4	10	20	40	10	6	90		\$ 10,840
2	BIDDING ASSISTANCE	1	5	12	5		6	29		\$ 3,495
3A	PRE-CONSTRUCTION CONFERENCE	2	4	4	6		2	18		\$ 2,390
3B	MONTHLY PROGRESS MEETINGS (Up to 11)		22	8	22		6	58		\$ 7,300
3C	SHOP DRAWINGS	4	8	20	50	10	4	96		\$ 11,540
3D	CONTRACTOR RFI'S AND SITE VISITS	10	50		65		10	135		\$ 17,800
3E	CONSTRUCTION PLAN REVISIONS	8	30	40	50	20	10	158		\$ 19,900
3F	AS-BUILT REVIEW	2	20	20	45		4	91		\$ 11,560
3G	AGENCY CERTIFICATIONS	4	12	18	38		10	82		\$ 9,920
4	RIGHT-OF-WAY MAPPING		2	4	4		2	12	\$ 18,600	\$ 1,400
TOTALS		35	163	146	325	40	60	769	\$ 18,600	\$ 96,145
GRAND TOTAL \$ 114,745.00										