

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Kimley-Horn and Associates, Inc.**, located at 1700 SE 17th Street, Suite 200, Ocala, FL 34471, possessing FEIN# 56-0885615 (hereinafter referred to as “FIRM”) under seal for the Northwest Regional Water Treatment Water Treatment Plant Design, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid #24Q-093 - Northwest Regional Water Treatment Water Treatment Plant Design, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence upon the start date listed on the Notice to Proceed (“Term”). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 24Q-093 Northwest Regional Water Treatment Plant Design, more fully set forth on Exhibit A – Scope of Work and Schedule of Values hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment of Per Fee Schedule in the amount of Seven Hundred Fifty-Seven Thousand Four Hundred Thirty-Seven Dollars and Zero Cents (**\$757,437.00**), (the “Agreement Price”), to FIRM under COUNTY’s established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE

**PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT
COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

- B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
 - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
 - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate workwear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:

- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A - Work for the project.**

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Kimley-Horn and Associates, Inc.
1700 SE 17th Street, Suite 200, Ocala, FL 34471
CONTACT PERSON: Alan Garri | Phone: 352-438-3000

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: Alan.Garri@kimley-horn.com and Richard.Busche@kimley-horn.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, 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
Water Treatment Plant Design
AND LEGAL SUFFICIENCY**

BCC APPROVED: May 20, 2025
24Q-093 | Northwest Regional Water Treatment

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



ENGINEERING SCHEDULE OF WORK AND FEES

RFQ 24Q-093 NORTHWEST REGIONAL WATER TREATMENT PLANT DESIGN

This AGREEMENT is made this _____ day of _____ 2025 by and between Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Engineer") and Marion County Utilities, C/O Marion County, a political subdivision of the State of Florida (MCU or County) for the RFQ 24Q-093 Northwest Regional Water Treatment Plant Design ("the Project")

Project Understanding:

In response to the County's Request for Qualifications 24Q-093 dated January 2024, Kimley-Horn was selected to provide design services for the Northwest Regional Water Treatment Plant (NWRWTP). Jones Edmunds prepared a Preliminary Engineering Report (PER), dated February 2023, which will serve as the basis of design for the NWRWTP. The Project consists of design, permitting, bid administration assistance, and construction phase services for a new 8.32 million gallons per day (MGD) max daily demand (MDD) water treatment facility located near the NW corner of US Highway 27 and NW 70th Avenue in northwest Marion County, Florida. Based on the existing PER by Jones Edmunds, the only water treatment required for the proposed NWRWTP will be disinfection provided by a Sodium hypochlorite chemical/disinfection system. Marion County will contract directly with a certified laboratory to collect and perform testing (one (1) test sample and one (1) blank sample from each of three (3) wells for a total of six (6) samples) per EPA Methods 533 and EPA 537 for Per- and Polyfluoroalkyl and Polyfluorinated Alkyl/Acid substances. Kimley-Horn will evaluate the water sample test results for the presence of PFAS and determine if treatment and removal of PFAS is required. Preliminary evaluation of PFAS treatment options and the design of the selected PFAS treatment process is not included in this scope. If this service is required it can be added as an amendment to this contract after the water sample test results and evaluation is performed.

Construction phase services will be provided under a separate task order. It is understood that the proposed NWRWTP will generally consist of the following elements:

1. Vertical turbine well pumps rated for 3,000 gallons per minute (GPM), wellhead assemblies, lube lines and heaters, well pads, piping, valves, hydro tank, monitoring equipment, and related equipment for the three (3) UFA wells.
2. High-service pump station with a firm capacity of 8,750 GPM equipped with Variable-frequency drives (VFD) with backup controls.
3. Two (2) 95-foot diameter 1.5-million-gallon (MG) ground storage tanks (GST) providing a total of 3.0 MG finished water storage, plus yard piping and valves.
4. High-Service Pump/Control Building: to include jockey pumps, high-service pumps, piping, and valves; mechanical equipment, including a two-stage air compressor for hydro tank; analyzers and related equipment; motor control center; VFDs; Programmable Logic Controller (PLC), sensors, and HMI display; SCADA equipment; electrical service, panels, transfer switch, and related equipment; heating, ventilation, and cooling (HVAC) equipment; storage room; bridge crane monorail and hoist over pumps to facilitate maintenance; water service; chemical room, eyewash station, safety shower, and floor drains; wastewater management; security system; and other items necessary for a functional and complete facility that complies with FAC 62-555 requirements for public water supplies.
5. It is assumed based on the existing PER by Jones Edmunds that the only water treatment required for the proposed NWRWTP will be disinfection provided by a Sodium hypochlorite chemical/disinfection system (Based on input from MCU Operations Staff).

6. Corrosion Inhibitor chemical system (if needed based on water chemistry).
7. Standby power generator with aboveground fuel storage sufficient to power the facility per the FDEP standards.
8. Process monitoring and control based on a PLC system standardized to MCU specifications with remote access/ control and integration into the County's SCADA network.
9. Site development, which will generally consist of perimeter fencing, gate access, grading, paving, drainage, landscaping, lighting, and other related improvements for the WTP site.
10. Offsite transmission water mains (Approximately 2,800 linear feet (LF) of water main, preliminary sizing per the preliminary design report (by others) to be confirmed in the design) to connect to existing distribution system on NW 70th Avenue. This task includes coordination with Guerra Corporation for connections to utility improvements associated with the 49th extension.

Scope of Services:**Task 1 – Project Management and Project Meetings**

- A. Kimley-Horn will conduct monthly reviews of Project progress to ensure compliance with the approved budget and schedule. This task will also include coordination with MCU, updates to Project schedule, and preparation of monthly invoices. Project management includes activities related to initiating, planning, executing, controlling, and closing the Project. Kimley-Horn will perform a technical review of deliverables in accordance with standards prior to transmitting to MCU. Under this Task, the Consultant will be responsible for overall coordination and oversight of the project execution.
- B. Kimley-Horn will attend up to 6 monthly design review meetings and project progress meetings with MCU for the anticipated design duration of the project, as specified below in the project schedule.
- C. Kimley-Horn will attend up to 6 meetings with the project stakeholders to discuss project design elements and get input from stakeholders for inclusion in the design.
- D. Marion County will organize the project stakeholder meetings.
- E. Kimley-Horn will conduct monthly meetings (10 total meetings) with the design support teams identified in Task 3 to coordinate design efforts.
- F. Kimley-Horn will meet with the Marion County IT department to coordinate the installation of fiber at the NWRWTP. This scope anticipates up to 3 meetings. Design of fiber installation is not included in the scope.
- G. Kimley-Horn understands that Marion County has legal access for the proposed water main route.
- H. Kimley-Horn will utilize relevant data collected previously for the development of the design of this project.

Task 2 – Design Support Services

- A. Kimley-Horn understands that MCU has previously acquired survey for the WTP site. Kimley-Horn will coordinate with the surveyor and obtain the previous survey. MCU will assist in acquiring the previous survey if required. Survey proposed in this scope will utilize the previous survey and update or add to the existing data necessary to obtain the survey information for the design.
- B. Survey. Kimley-Horn will contract with a licensed professional land surveyor to perform survey services for the Project.

- 1) Route/Topographic Survey for the area to include NW 44th Lane, centerline to south right-of-way (ROW), and full ROW for NW 70th Avenue. The survey will include:
 - a. Approximate limits of ROW based on found monumentation and/or plats.
 - b. Observable utilities – Utility poles, telephone boxes, valve boxes, manholes, etc. If manholes are found, including inverts.
 - c. Topographic data for Water Treatment Plant (WTP) site and access and pipeline easements.
 - d. Horizontal and vertical locations of sanitary sewer rims and inverts of the existing manholes.
 - e. Location of existing water services with meter boxes.
 - f. Topographic data will be collected at 100-foot cross sections, including data collected at ROW, top of bank, toe of slope, flow line of swales, edge of pavement, center of road, and center of ROW.
 - g. Horizontal & Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code (FAC), pursuant to Section 472.027, Florida Statutes.
 - h. Location of any improvements that will interfere with the design or construction, including pipelines, inverts, and all trees 10" or larger per the Marion County Land Development Code (LDC) Division 7, Section 6.7.5
 - i. Set Benchmarks every 1,000 feet
 - j. State Plane Coordinates
 - k. Parcel Boundary lines will be based on recorded Plats
 - l. Location of Easements based on recorded Plats
 - m. Vertical datum will be on NAVD 1988
 - n. Contours will be shown on a 1' for minor, and 5' for major
 - 2) MCU has a sketch of description for the utility easement along NW 44th Lane and NW 70th Avenue and will provide this information to Kimley-Horn.
- C. Geotechnical. Kimley-Horn will contract with a licensed professional geotechnical engineer to perform soil borings on the WTP site.
- 1) The geotechnical engineer will perform five soil borings to a depth of twenty feet below the existing site grade in the proposed drainage retention area and three field horizontal and three field vertical permeability tests in the proposed drainage retention area.
 - 2) The geotechnical engineer will perform two soil borings to a depth of fifty feet below the existing site grade in the footprint of the proposed above-ground storage tanks.
 - 3) The geotechnical engineer will perform two soil borings to a depth of 25 feet below the existing site grade in the footprint of the proposed main building.

- 4) The geotechnical engineer will provide a report presenting the findings, including estimated seasonal high water table levels, depths to confining layers, and permeability rates
- D. **Electrical.** Kimley-Horn will contract with an electrical engineering sub-consultant to provide electrical and instrumentation design services for an 8.32 MGD MDD WTP facility.
- 1) Electrical and Instrumentation design associated with the design of the electrical and instrumentation components will include:
 - a. High Service and well pump electrical.
 - b. Integration of vendor-provided controls into the overall process control system enhancements for the Project.
 - c. Auxiliary system to include emergency power system with base-mounted fuel tankage.
 - d. Power and controls for all auxiliary systems and chemical systems.
 - e. Integration of plant control system PLCs into the county-wide SCADA control system.
 - f. Integration of security and access control systems per County standards and coordination with County IT department
 - g. Fire Alarm/Communications
- E. **Architectural.** Kimley-Horn will contract with an architect to design and provide construction documents for an approximately 66' x 80' pre-engineered metal building with concrete masonry unit (CMU) split face walls, plumbing for floor drains, and an overhead crane. This task includes construction documents with the submittals as per requirements, construction administration phase services (shop drawing reviews, change orders, RFIs, etc.), and structural for the building and slab only. (specialty trenches are excluded).
- 1) *Preliminary and Design Development.* The preliminary plans shall form the basis for the beginning stages of this Project. The project will meet and be reviewed for compatibility to the County requirements and constructability.
 - 2) *Construction Documents.* This work shall be a continuation of the preliminary and the design development drawings and will generally describe and depict the design intent via plans and specifications for the Project's construction. These plans and specifications shall be the basis of construction for the general contractor and to secure the building department permit for construction. These documents also include supporting structural engineering.
- F. **Landscape Architecture.** Landscape architectural services needed for the Project include landscape design and associated irrigation design for landscape buffers between the proposed WTP and adjacent existing and future residential areas to the north and west. Buffers will be designed to meet Marion County LDC requirements. A type 'B' landscape buffer is required (Public Use' proposed adjacent to 'Single Family Residential) along both perimeters, which is a 20' wide landscape consisting of two shade trees and three ornamental trees per 100 LF, 50% coverage of shrubs and groundcovers, and including a buffer wall. Kimley-Horn will specify the buffer wall as a prefabricated freestanding wall and will include the manufacturer, wall model, wall color, and supplier contact information in the plans. However, the wall manufacturer will be responsible for

providing shop drawings, footing, panel, and attachment design, and structural engineering, including drawings and calculations signed and sealed by an engineer licensed in the State of Florida, if required for permitting.

- 1) Landscape and Irrigation Design for Landscape Buffers. Kimley-Horn will:
 - a. Conduct a site visit to review existing conditions, including trees and vegetation.
 - b. Design, coordinate, and prepare landscape and irrigation documents for northern and western buffers for Marion County Site Development Plan.
 - c. The design will be done to a code-minimum level to meet Marion County LDC requirements and will specifically address required plantings for buffer areas. Plans will include the quantity, common and scientific name, size, and location of proposed plant types; associated calculations; planting notes and details; and technical specifications.
 - i. Irrigation design will serve new plantings and will adhere to Marion County irrigation requirements. Plans will include an irrigation schedule, details, and notes; calculations if required; and technical specifications. The irrigation water source is assumed to be County potable or reclaimed. Please note that well design is not included.
 - ii. Documents will be to a size to match civil plans, drawn to an appropriate scale, and produced in AutoCAD. Documents will be sent as PDF files. Digital signing and sealing will be provided when required by Marion County.
 - d. Respond to County comments. Coordinate with Staff as needed.
 - e. Assist MCU in applying to the County Development Review Committee (DRC) for waivers to eliminate landscape buffers around structures. This task includes one DRC meeting, one waiver application, and responses to DRC comments.
 - f. Make up to three submittals, as necessary.

G. Environmental Services.

- 1) A habitat review within the project limits will be conducted for the potential for state and federally listed species. Any signs (including burrows, scat, nests, or tracks) of listed species will be documented during the field review and recorded with a GPS. The review will determine the potential habitat for the presence of listed species by either the Florida Fish and Wildlife Conservation Commission (FWC) under Chapter 68A-27.003-005 FAC or the U.S. Fish and Wildlife Service (USFWS) under 50 Code of Federal Regulations (CFR) 17.11-12 within the Project.
- 2) A site visit will be conducted to delineate the extent of on-site wetlands and/or surface waters (or determine top of bank is the jurisdiction for surface waters) in accordance with the State unified wetland delineation methodologies described in Chapter 62-340, FAC and the US Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and regional supplement. Wetlands and surface waters will be classified in accordance with the Florida Department of Transportation (FDOT) Florida Land Use and Cover Classification System (FLUCFCS). Wetlands and surface waters will be marked with flagging and recorded with a Trimble GPS unit.

- 3) A summary of the wetland and potential listed species within the Project limits will be provided in a technical memorandum.

Task 3 – Design Services

- A. Kimley-Horn will attend a project kick-off meeting with County staff to discuss project-specific details and production schedule.
- B. Kimley-Horn will review the previously prepared Preliminary Design Report (by others) and utilize information as appropriate from the previous report for the design data required to be submitted with the FDEP permit application in compliance with FAC 62-555.320. Kimley-Horn will summarize this information in a report for submittal with the FDEP permit application.
- C. Kimley-Horn will prepare construction plans and specifications for an 8.32 MGD high-service pumping facility. The WTP components are expected to consist of a high-service pump and control building, high-service pump room, two 1.50-million-gallon ground storage tanks, electrical room, high-service pumps, jockey pumps, standby diesel generator, covered sodium hypochlorite disinfection system and storage, corrosion inhibitor storage and chemical system, and required electrical, SCADA, and controls systems. Kimley-Horn will coordinate with the selected vendor/contractor that will perform the construction of the ground storage tanks during design.
- D. Kimley-Horn will prepare site construction plans to include water main connections to US 27, driveway connection plans, site fencing, site security, site landscaping, stormwater retention, parking, site lighting, and other site appurtenances.
- 1) The proposed driveway is assumed to connect to US HWY 27 via the access easement Marion County has obtained from the property owner. A driveway connection and drainage connection permit with FDOT will be required for this access.
- 2) The proposed conceptual plan and parcel for the NWRWTP does not include a location for a stormwater retention pond. Kimley-Horn will incorporate a stormwater retention pond on the WTP site in a location that complies with County and FDEP regulations.
- E. Kimley-Horn will prepare HVAC and plumbing plans associated with WTP control and high-service pump building, including chemical storage and pump areas. Kimley-Horn will prepare A/C design for the electrical room.
- F. Fire Suppression (if required. Assumed final design will be delegated design by fire system contractor.)
- G. Kimley-Horn will coordinate with an electrical engineering subconsultant to provide design, permitting, specifications, for the WTP electrical controls, emergency generator, well pumps, video surveillance system, electronic operated gate, SCADA system, and site electric. The electrical engineering subconsultant will contract directly with Kimley-Horn.
- H. Kimley-Horn will coordinate with an architectural subconsultant to prepare the control building construction plans and specifications. The control building will consist of an approximately 5,280 square feet (SF) concrete block structure to house electrical equipment, operations office, and bathroom. The control building and parking area will be designed to ADA standards.
- I. Kimley-Horn will prepare 60%, 90%, and Final plans and specifications. Kimley-Horn will present the WTP plans and construction cost opinion to the County for approval at each stage of design development.

- J. Kimley-Horn will assemble construction plans and specifications to be included in the County's bid packages.
- K. The County will prepare and advertise the Bid Notification. Kimley-Horn will provide the technical information required for the notification language.
- L. Kimley-Horn will attend a pre-bid meeting with prospective bidders.
- M. Marion County will administer the distribution of the bid packages and maintain a log of the issued bid packages.
- N. Kimley-Horn will respond to requests for information (RFI) and prepare bid addendums as necessary during the bid process.
- O. Kimley-Horn will review the bid responses and tabulate the results. Kimley-Horn will provide the County with a written bid tabulation record and a selection recommendation.

Task 4 – Permitting

- A. Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP). Kimley-Horn will attend one permitting meeting with SWFWMD staff. Kimley-Horn will prepare the drainage calculations and permit applications for the Project area necessary for the ERP application to the SWFWMD. Kimley-Horn will respond to up to two requests for additional information from the SWFWMD regarding the ERP submittal. Responding to requests for additional information beyond what is usual and customary and responding to permitting issues beyond our control (which cannot currently be anticipated) is outside of this scope of services and will be provided, as needed, as an additional service, only after prior authorization by the Client.
- B. Florida Department of Environmental Protection (FDEP) WTP Permitting - Kimley-Horn will prepare for and attend a pre-application meeting with the FDEP. Kimley-Horn will prepare an FDEP Application for a Specific Permit to Construct Public Water System (PWS) Components. Kimley-Horn will submit a Preliminary Design Report per FAC 62-555.520(4)(a) along with the FDEP construction permit application. Kimley-Horn will respond to up to two rounds of FDEP Requests for Additional Information (RAI). Additional RAI responses will be considered additional work and can be performed hourly.
- C. FDEP Water Distribution System Permitting - Kimley-Horn will prepare an "FDEP Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" application as required for water main construction.
- D. FDOT and Marion County ROW Permitting - Kimley-Horn will prepare FDOT and Marion County ROW utility permits as required for connection to the water distribution system on NW Hwy 225 A and US 27.
- E. FDOT Driveway Connection Permitting - Kimley-Horn will prepare an FDOT driveway connection permit as required for connection to US 27 and respond to up to 2 RAI.
- F. FDOT Drainage Connection Permitting – Kimley-Horn will prepare a FDOT drainage connection permit as required for connection of the driveway to US 27 and respond to up to 2 RAI.
- G. Marion County Major Site Plan - Kimley-Horn will prepare a conceptual site plan and attend a pre-application/concept plan conference with Marion County. Kimley-Horn will prepare a Marion County Major Site Plan application. Kimley-Horn will attend up to 2 meetings with the County during the



site plan approval process. Additional meetings will be considered additional work and can be performed hourly. The County has obtained all zoning, land use changes, and special use permits.

Additional Services, if Required

Services requested that are not specifically described above will be provided under a new and separate Agreement or can be performed on an hourly basis upon written authorization.

Information Provided by Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a 10-month design schedule.

Method of Compensation:


Kimley-Horn will complete the above scope of services for a lump sum fee of \$757,437.00 inclusive of expenses. A breakdown of the fee is included in Table A.

Attachments: TABLE A

ACCEPTED:
MARION COUNTY UTILITIES

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Richard V. Busche, PE

TITLE: _____

TITLE: Senior Vice President

DATE: _____

DATE: April 24, 2025

G:\New Business\Public Sector\Marion County\2024\Northwest Regional WTP Design\Project Management\Agreement_NW Regional WTP Design REV 3.docx