

SECOND AMENDMENT TO THE AGREEMENT

In accordance with the Florida Crossroads Commerce Park Road Agreement entered into on April 16, 2019, and all of its amendments (if any), collectively (the "Agreement") this Second Amendment to the Agreement (this "Amendment") is made and entered into by and between **Kimley-Horn and Associates, Inc.**, whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 with a local office located at 1700 SE 17th Street, Suite 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 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 final phase design services of the Florida Crossroads Commerce Park Road. Firm shall complete the scope of services set forth in the Scope of Services, Exhibit A, hereto.
3. COUNTY shall make payment of Three Hundred and Sixty Thousand, Two Hundred and Twenty Two Dollars with Zero Cents (\$360,220.00) (the "Agreement Price", to FIRM under COUNTY's established procedure and according to Table A, Cost Estimates for Services, Exhibit B, hereto.
4. This Amendment is effective Upon Board Approval and ending Ten (10) months from the receipt of the purchase order (the "Term").
5. **Section '11' –Public Records Compliance** of the Agreement is modified solely to delete the email address publicrelations@marioncountyfl.org and replace it with publicrelations@marionfl.org.
6. **Section '12' – Indemnification** of the Agreement is deleted in its entirety and is replaced with the following:

Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, 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 the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

7. **Section '13' Insurance** of the Agreement is modified solely to delete the Certificate of Insurance rating of "B+" and replace it with "A-".
8. **Section '19' Employee Eligibility Verification** of the Agreement is deleted in its entirety and is replaced with the following:

Section 19 – 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.

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 Contract 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 Contract.

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 Contract 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 Contract with FIRM, FIRM may not be awarded a public contract 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 Contract 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 Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

9. Section '23' Scrutinized Companies of the Agreement is deleted in its entirety and is replaced with the following:

Section 23 – 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.
10. Section '32' Law, Venue, Waiver of Jury Trial, Attorney Fees of the Agreement is deleted in its entirety and is replaced with the following:

Section 32 – 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.

11. This Amendment adds the following provisions to the Agreement:

Prohibition Against Contingency Fees. Adds Section '34' to the Agreement with the following:
Section 34 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the

**AMENDMENT NO. 4 TO AGREEMENT BETWEEN COUNTY (MARION COUNTY)
AND ENGINEER (KIMLEY-HORN AND ASSOCIATES, INC.)
DATED MAY 2, 2019 – PROJECT #19Q-086**

FLORIDA CROSSROADS COMMERCE PARK – SW 145TH PLACE ROAD EXTENSION

PROJECT UNDERSTANDING

The COUNTY has requested an Amendment to the Agreement with Kimley-Horn and Associates, Inc. (KIMLEY-HORN) for the Florida Crossroads Commerce Park (FCCP) roadway and utility design project (the "Project").

INTRODUCTION

Under a previous Agreement, KIMLEY-HORN provided design and permitting services for Florida Crossroads Commerce Park Road (SW 57th Avenue Road) from CR 484, continuing south for a total distance of 1.1 miles. Under this Agreement, KIMLEY-HORN will provide additional surveying, engineering, design, permitting, bid assistance, and post design services to the COUNTY to extend the Project easterly from its current southern terminus to the future SW 49th Court Road roadway.

SCOPE OF SERVICES

The services outlined below are for the extension of the existing Project ±0.75 miles easterly, intersecting with the proposed alignment of SW 49th Court Road. This Project will also include a new signalized intersection at SW 49th Court Road and Potable Water and Sanitary Sewer improvements.

TASK 1 – PROJECT ADMINISTRATION

The project administration activities contemplate a nine-month duration following the Notice to Proceed by the COUNTY, not including bid assistance and post design services. The activities that will be undertaken include the following:

- A. Project Setup: KIMLEY-HORN will establish project files, project work plan, and initiate the project accounting and invoicing system.
- B. Kick-Off Meeting: KIMLEY-HORN will conduct a kick-off meeting with the COUNTY and the project team. KIMLEY-HORN will circulate meeting minutes to all participants following the kick-off meeting.
- C. Project Progress Meetings: Beginning in the second month of the contract and continuing through the duration of the contract, KIMLEY-HORN will meet with the COUNTY to review the progress of work, conduct project reviews, and coordinate with utility companies.
- D. Progress Reports and Invoices: KIMLEY-HORN will prepare a monthly progress report to be included with each monthly invoice.
- E. General Meeting with Landowner: KIMLEY-HORN will prepare for and attend one general meeting with the COUNTY and affected landowner.

TASK 2 – ENVIRONMENTAL ANALYSIS AND REPORTING

- A. Environmental Site Visit and Permitting Support: KIMLEY-HORN will conduct a modified Natural Resource Assessment (NRA) to identify habitats (including potential sensitive habitats) on-site and evaluate the potential for usage by listed species. KIMLEY-HORN will review previously prepared environmental documentation and conduct field reconnaissance on-site. In preparing the modified NRA, KIMLEY-HORN will conduct the following tasks:
- 1) Review readily available natural resource documentation, previous environmental studies, readily available permits, and listed species information.
 - 2) Review existing GIS databases, including the Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC), regarding known occurrences of listed species on and near the subject property.
 - 3) Review aerial photography, soils maps, and mapping of existing wetland and surface water features on-site.
 - 4) Review of FEMA FIRM map.
 - 5) Conduct site reconnaissance to review the site, ground-truth the findings from database searches, and perform a 15% gopher tortoise survey.
 - 6) Following site reconnaissance and database review, a Technical Memo summarizing the results of the data collection efforts will be prepared. This memorandum will support the Environmental Resource Permit (ERP) application and will be submitted to the COUNTY with the 90% and 100% plans.
- B. Incidental Take Permit/Habitat Conservation Plan Modification: The Project is within existing occupied Scrub Jay Habitat. The existing Florida Scrub-Jay Incidental Take Permit (ITP) (PER1971641) will be modified to include the proposed SW 145th Place Road, as this road is not currently listed within the project area of the ITP.
- 1) KIMLEY-HORN will prepare and submit the modification, including text and graphics required to modify the ITP. It is assumed that this Project will not require a new ITP. It is also assumed no additional Florida scrub-jay mitigation will be required and no updated Florida scrub-jay survey is required. If a new ITP is needed or if a new scrub-jay survey is needed, KIMLEY-HORN will perform these services under a separate agreement as Additional Services.
 - 2) KIMLEY-HORN will attend up to two virtual meetings with U.S. Fish and Wildlife (USFWS) as needed.
 - 3) KIMLEY-HORN will respond to up to three requests for additional information received from USFWS.
- C. KIMLEY-HORN will provide payments for noticing fees, application fees, and other permit related expenses and invoice to the COUNTY for those amounts as a direct expense on the following monthly invoice. A budget of \$5,000.00 is included in this Amendment for permitting expenses.

TASK 3 – SURVEYING AND MAPPING

KIMLEY-HORN will retain Roger's Engineering & Land Surveying, LLC, as a subconsultant to perform the surveying and mapping services listed below. The surveyor will:

- A. Make a topographic cross-section survey at 50-foot intervals and 160 feet on each side of the centerline of the existing right-of-way, with stationing beginning at the centerline/centerline intersection of SW 57th Avenue Road and terminating at the centerline/centerline intersection of SW 49th Court Road.
- B. Make detailed as-built survey of the south end of the recently constructed SW 57th Avenue Road roadway, including storm structure throat elevations and invert elevations, and storm pipe outfalls.
- C. Make detailed as-built survey of the temporary drainage retention area (DRA) constructed at the south end of SW 57th Avenue Road.
- D. Provide three project control points (iron rod & cap), at the west end, center, and east end of the Project, and being outside of the limits of construction.
- E. Locate all trees 10" in diameter or larger within the area outlined in item #1 above.
- F. Prepare a certified map of the survey in State Plane Coordinates and provide PDF and CAD files.
- G. A plat has been developed setting the right-of-way for the roadway extension aside for future conveyance to the COUNTY. Therefore, preparation of Sketch and Legal Descriptions and Right-of-Way Maps is not included in this Agreement.

TASK 4 – GEOTECHNICAL ENGINEERING SERVICES

KIMLEY-HORN will retain Central Testing Laboratory, Inc., as a subconsultant to perform the geotechnical investigations needed for the project. The geotechnical scope of services for this Task will consist of the following:

- A. Perform four (4) standard penetration test (SPT) borings to a depth of twenty-five (25) feet in the area of the proposed signal poles.
- B. Perform seven (7) hand augur borings to a depth of ten (10) feet along the proposed roadway alignment.
- C. Clear pathways for access to the SPT boring locations as needed.
- D. Review the borings to identify each soil type encountered, existing subsoil conditions and provide estimates for seasonal high-water levels.
- E. Prepare a report that provides all data collected during the field and laboratory services. The report will document the findings and provide opinions of a professional engineer.

TASK 5 – DESIGN ANALYSIS

- A. Typical Section Package. A Typical Section Package will be prepared and submitted to the COUNTY for review and approval. The general typical section will be a 3-lane curb and gutter section with two travel lanes in each direction, a two-way left turn lane in the center, and 4-foot paved shoulders on both sides of the roadway. The design speed and posted speed will be 35 mph. The typical section package will be submitted to the COUNTY at each plan review.

- B. Geometrics. KIMLEY-HORN will design the geometrics for the Project in accordance with the classification for urban roads of Marion County, applicable Florida Department of Transportation (FDOT) standards, the Manual on Uniform Traffic Control Devices (MUTCD), the Marion County Land Development Code (LDC), with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, drainage features, aesthetics, pedestrian and bicycle concerns, accessibility and accommodation for mass transit, Americans with Disability Act (ADA) requirements, access management and scope of work.
- C. Pavement Design Package. The required Pavement Designs will be prepared by KIMLEY-HORN and will be based on projected traffic volumes and the FDOT Flexible Pavement Design Manual, January 2024. The pavement design package will be submitted to the COUNTY at each plan review.
- D. Design Documentation. KIMLEY-HORN will submit design notes to support and document the design conclusions reached during the development of the construction plans. Design exceptions and/or variations are not anticipated.

Design Documentation will be submitted to the COUNTY at each plan review unless otherwise directed by the COUNTY. When the plans are submitted for each subsequent review, the design notes will be corrected according to COUNTY comments will be resubmitted. At the project completion, a final set of design notes will be submitted with the record set of plans.

TASK 6 – ROADWAY PLANS

- A. KIMLEY-HORN will prepare roadway plans for the necessary plan sheets, notes, and details to generally include the following:
- 1) Cover Sheet
 - 2) Summary of Pay Items
 - 3) General Notes
 - 4) Drainage Maps
 - 5) Typical Sections
 - 6) Roadway Plan and Profile Sheets
 - 7) Drainage Retention Area Detail Sheet
 - 8) Cross Sections
 - 9) Miscellaneous Construction Details
 - 10) Temporary Traffic Control Notes and Details
 - 11) Construction Surface Water Management Plans
 - 12) Signing and Pavement Marking Plans
 - 13) Roadway Soil Survey

TASK 7 – DRAINAGE ANALYSIS

- A. KIMLEY-HORN will be responsible for designing a drainage and stormwater conveyance system for the Project. The design work will comply with local and state requirements. This work will include the engineering analysis necessary to design the following: cross drains, roadway ditches (as needed) and storm sewers.
- B. KIMLEY-HORN will design a conveyance system that meets the requirements of the Marion County LDC and takes into consideration an agreed-upon design storm event, runoff considerations from adjacent properties under development, existing storm system connection point and receiving pond, future roadway extension drainage needs, and other normal drainage parameters such as conveyance capacity, velocity, and pavement gutter spread.
- C. This piping conveyance analysis will be prepared as a stand-alone design. The stormwater from the Project will drain to the COUNTY's future drainage retention area for SW 49th Court Road (DRA-03A).

TASK 8 – PERMITTING

- A. KIMLEY-HORN will prepare and submit an Environmental Resource Permit (ERP) Application, design calculations, and plans to the Southwest Florida Water Management District (SWFWMD) for a permit modification. KIMLEY-HORN will submit the required plans and supporting documentation to provide a complete permit modification application. KIMLEY-HORN will respond to up to 2 requests for additional information and address permitting agency review comments as appropriate through permit issuance. For all permits, the COUNTY will be the applicant and provide signatures. Under this task, KIMLEY-HORN will provide payments for permit application fees and noticing fees. KIMLEY-HORN will invoice to the COUNTY for those amounts as a direct expense on the following monthly invoice. A budget of \$5,000.00 is being included in this Agreement for permitting expenses.
- B. KIMLEY-HORN will prepare and submit review packages for each set of design plans to the Marion County Office of the County Engineer. The submittal stages for this project include:
 - 1) 30% Roll Plot
 - 2) 90% Roadway Plans and Calculations
 - 3) 100% Roadway Plans and Calculations
 - 4) Opinion of Probable Construction Cost will be submitted with the 90% and 100% Plans.

The COUNTY acknowledges that KIMLEY-HORN has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs will be based on the information known to KIMLEY-HORN at the time and represent only KIMLEY-HORN's judgment as a design professional familiar with the construction industry. KIMLEY-HORN cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

The COUNTY will review each package promptly and provide written comments, compiled by all reviewers into a single document to KIMLEY-HORN. KIMLEY-HORN will, with each following

submittal, provide a written response to all COUNTY comments detailing how each review comment was addressed.

Following the submittal and review of the 100% Roadway Plans and Calculations, the COUNTY will provide written approval for KIMLEY-HORN's records indicating that all comments have been addressed and the plans are approved as submitted.

TASK 9 – SIGNALIZATION PLANS

- A. KIMLEY-HORN will develop one set of signalization plans for the intersection of SW 145th Place Road and SW 49th Court Road. It is assumed that a concrete strain pole layout with box configuration (not diagonal) will be implemented. The plan set will include the following sheets:
- 1) Signalization General Notes
 - 2) Signalization Pay Item Notes and Tabulation of Quantities
 - 3) Signalization Plans
 - 4) Span Tabulation
 - 5) Concrete Strain Pole and Foundation Details
 - 6) Guide Sign Details
- B. The signalization plans will specify controller settings, controller peripherals, phasing and initial timings, loops and lead-ins, conduit, cabling, pull boxes, vehicular signal displays, signs, pedestrian displays, and detectors, if appropriate. Initial controller timings will be based on the FCCP Park Traffic Study and traffic projections along SW 49th Court Road.
- C. KIMLEY-HORN will prepare a structural analysis per FDOT Standard Plans and Specifications to determine the design of the proposed concrete strain poles. The required depth, width, and reinforcement of the pole foundations will be specified. The structural analysis will be summarized in a calculations book provided with the 90% and 100% submittals. The COUNTY will provide geotechnical boring information at the intersection. The geotechnical information shall be suitable for the design of concrete strain pole foundations.
- D. KIMLEY-HORN will develop plan quantities and an opinion of probable construction cost at 90% and 100% plan stages. The opinion of probable construction cost for the signalization work will be included with Project's overall construction cost.

The COUNTY acknowledges that KIMLEY-HORN has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs will be based on the information known to KIMLEY-HORN at the time and represent only KIMLEY-HORN's judgment as a design professional familiar with the construction industry. KIMLEY-HORN cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

- E. Traffic Operation Analysis and Temporary Signal Design and Plans are not included in this Agreement.

TASK 10 – LIGHTING DESIGN AND PLANS

- A. KIMLEY-HORN will develop one set of Lighting Plans for the intersection SW 145th Place Road and SW 49th Court Road.
- B. The lighting design will include analysis for horizontal illuminance for the intersection and vertical illuminance for the proposed crosswalks at the intersection. The design will conform with the FDOT Design Manual, 200 Series to the greatest extent possible.
- C. It is expected that luminaires will need to be added to the proposed signal poles and ground mounted light poles will be needed near the intersection. KIMLEY-HORN will coordinate with the respective power company for installation of ground mounted light poles. The COUNTY will enter into a leasing agreement with the power company for the ground mounted light poles.
- D. KIMLEY-HORN will perform voltage drop calculations and size the conductors for the luminaires on signal poles. The electrical design of the ground mounted light poles will be performed by the power company.
- E. KIMLEY-HORN will document the lighting analysis in a Lighting Design Analysis Report and submit it to the COUNTY with 90% and 100% submittals.
- F. KIMLEY-HORN will develop plan quantities and an opinion of probable construction cost at 90% and 100% plan stages. The opinion of probable construction cost for the lighting work will be included with Project's overall construction cost.

The COUNTY acknowledges that KIMLEY-HORN has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs will be based on the information known to KIMLEY-HORN at the time and represent only KIMLEY-HORN's judgment as a design professional familiar with the construction industry. KIMLEY-HORN cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

- G. Temporary lighting design and/or plans is not included in this Agreement.

TASK 11 – WATER AND SEWER UTILITY DESIGN PLANS

KIMLEY-HORN will perform design and permitting engineering services for the following utility extensions along SW 145th Place Road. The water and force main utility plans will be included in the SW 145th Place Road Extension plan set but shown on separate utility plan and profile sheets. To be consistent with the roadway design plans, the plans will be prepared on 11" x 17" plan sheet size.

- Approximately 3,460 Linear Feet (LF) of 12-inch water main (WM) from SW 57th Avenue Road to SW 49th Court Road
 - Approximately 3,460 LF of 12-inch force main (FM) from SW 57th Avenue Road to SW 49th Court Road.
- A. Preparation of 30% Typical Section Layout. KIMLEY-HORN will prepare a typical section layout at the 30% design stage to show the location of the proposed water main and force main. The proposed water main and force main will be depicted on the 30% roadway typical section. KIMLEY-HORN will submit the typical section layout to the COUNTY for review and coordination.

B. Preparation of 90% Utility Plans.

- 1) KIMLEY-HORN will prepare 90% Utility Plans to include necessary plan sheets, notes, and details to generally include the following:
 - a. General Notes
 - b. Water Main Plan and Profile
 - c. Detail Sheets
- 2) KIMLEY-HORN will prepare an opinion of probable construction cost (OPC) and include this with the 90% Plan submittal to the COUNTY.

The COUNTY acknowledges that KIMLEY-HORN has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs will be based on the information known to KIMLEY-HORN at the time and represent only KIMLEY-HORN's judgment as a design professional familiar with the construction industry. KIMLEY-HORN cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

C. Preparation of 100% Utility Plans

- 1) KIMLEY-HORN will review, coordinate, and prepare responses to COUNTY's 90% Plans comments.
- 2) KIMLEY-HORN will prepare Final Utility Construction Plans.
- 3) KIMLEY-HORN will update the OPC for the Final Plans submittal.

The COUNTY acknowledges that KIMLEY-HORN has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs will be based on the information known to KIMLEY-HORN at the time and represent only KIMLEY-HORN's judgment as a design professional familiar with the construction industry. KIMLEY-HORN cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

D. Permitting

- 1) The COUNTY will upload the water main utility plans to the Florida Department of Environmental Protection (FDEP) for permitting as part of the Master Permit for the Marion Oaks Water Main Improvement Program.
- 2) KIMLEY-HORN will prepare a FDEP "Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System" application as required for the sewer force main construction. COUNTY shall provide the required application fee.

TASK 12 – BID ASSISTANCE (ROADWAY AND UTILITIES)

- A. Bid Plans and Bid Form. KIMLEY-HORN will provide electronic file versions of the plans in digital and PDF format to the COUNTY for bidding purposes. In addition, digitally signed and sealed sets of plans will be provided at 11"x17" size format. KIMLEY-HORN 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. KIMLEY-HORN will review Special Provisions provided by the COUNTY and provide comments as necessary. The actual bid documents, posting the bid for potential bidders, and administration of the bid process will be handled by the COUNTY.
- B. Bid Addenda. KIMLEY-HORN will assist the COUNTY in preparing addendums during the bidding phase. The Marion County Procurement Services Department will be responsible for issuing addenda to the Bidders of Record.
- C. Pre-Bid Conference. KIMLEY-HORN will attend the pre-bid conference and assist the COUNTY in answering questions during the conference.
- D. Bid Tabulation. KIMLEY-HORN will review the bid tabulations provided by the COUNTY and provide comments as necessary.

TASK 13 – POST DESIGN EOR SERVICES (ROADWAY)

KIMLEY-HORN will provide construction phase services specifically stated below:

- A. Drawing Control. KIMLEY-HORN will prepare and issue "Issued for Construction" design plans and electronic files to the COUNTY and Contractor. Throughout the construction of the Project, KIMLEY-HORN shall maintain a drawing control index and track all revisions issued to the COUNTY.
- B. Pre-Construction Conference. KIMLEY-HORN will prepare for and attend a Pre-Construction Conference prior to commencement of construction activity.
- C. Monthly Progress Meetings. KIMLEY-HORN will attend monthly progress meetings conducted by the COUNTY during the Project's construction phase. This scope includes seven (7) progress meetings.
- D. Shop Drawings. KIMLEY-HORN will review and take appropriate action regarding shop drawings and other data that the Contractor is required to submit, but only to conform to 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. KIMLEY-HORN will review up to five (5) requests for information (RFI) from the Contractor and issue necessary interpretations and clarifications of the Plans and Specifications to the COUNTY.

KIMLEY-HORN will make up to 5 site visits to assist in responding to the Contractor's 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 visit, KIMLEY-HORN will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents.

- F. Construction Plan Revisions. As directed by the COUNTY, KIMLEY-HORN will perform plans production services to revise the construction plans to address changed field conditions or unforeseen conditions that may be encountered. For the purposes of this Amendment, KIMLEY-HORN has assumed a total of two plan revisions.
- G. As-Built Review. KIMLEY-HORN 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 whether the Work is substantially complete. KIMLEY-HORN 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, KIMLEY-HORN will prepare agency permit certifications to the SWFWMD and USFWS and submit them for processing.

TASK 14 – POST DESIGN EOR SERVICES (UTILITIES)

KIMLEY-HORN will provide construction phase services specifically stated below regarding utilities:

- A. Shop Drawings. KIMLEY-HORN will review and take appropriate action regarding shop drawings and other data that the Contractor must 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.
- B. Contractor RFIs. KIMLEY-HORN will review RFIs from the Contractor and issue necessary interpretations and clarifications of the Plans and Specifications to the COUNTY. Site visits are not included in this Task.
- C. Construction Plan Revision. As directed by the COUNTY, KIMLEY-HORN will perform plans production services to revise the construction plans to address changed field conditions or unforeseen conditions that may be encountered. For the purposes of this Amendment, KIMLEY-HORN has assumed a total of one plan revision.
- D. As-Built Review. KIMLEY-HORN 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. KIMLEY-HORN will provide review markups of the as-built surveys and review updated surveys provided by the COUNTY.
- E. Agency Certifications. Following completion of all work and receipt of signed and sealed as-built surveys and testing reports, KIMLEY-HORN will prepare agency permit certifications to FDEP and submit them for processing.

SCHEDULE

KIMLEY-HORN will provide design and permitting services in an expeditious and orderly manner to meet a 9-month schedule. The 9-month timeline begins upon receipt of the approved purchase order from the COUNTY. The bid assistance and post design services will be provided to meet a 10-month expected bidding and construction schedule.

FEE

The Scope of Services described above will be provided for a total lump sum fee of \$360,220.00 as detailed in attached TABLE A.

Attachment: TABLE A

KIMLEY-HORN AND ASSOCIATES, INC.



(By: Signature)

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

June 11, 2024
(Date)

G:\New Business\Public Sector\Marion County\2024\SW 145th Pl Rd Extension\Proposal\Amd 4_FCCP_SW 145th Place Road Extension_revised.docx

DRAFT

EXHIBIT B

**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT: AMD 4_FCCP SW 145TH PLACE ROAD EXTENSION
 CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER
 BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES #19Q-086

SHEET: 1 of 1
 DATE: 6/11/2024

		DIRECT LABOR										
		Principal Engineer	Project Manager (Registered)	Project Engineer (Registered)	Staff Engineer	Staff Scientist	CADD Technician	Clerical	LABOR HOURS	SUB (\$)	LABOR TOTAL	
TASK ID	TASK DESCRIPTION	\$250.00	\$185.00	\$170.00	\$125.00	\$120.00	\$95.00	\$75.00				
1	PROJECT ADMINISTRATION	2	30	30	10		0	25	97		\$ 14,275.00	
2	ENVIRONMENTAL ANALYSIS AND REPORTING	2	30	14	30	160	0	30	266		\$ 33,630.00	
3	SURVEYING AND MAPPING		2		4				6	\$ 12,000.00	\$ 12,870.00	
4	GEOTECHNICAL ENGINEERING SERVICES		2	2	4		4			\$ 7,935.00	\$ 9,525.00	
5	DESIGN ANALYSIS	2	15	20	30		20	8	95		\$ 12,925.00	
6	ROADWAY PLANS	6	78	113	141		296	8	642		\$ 81,485.00	
7	DRAINAGE ANALYSIS	2	8	20	30		10	8	78		\$ 10,680.00	
8	PERMITTING	2	12	18	50			15	97		\$ 13,155.00	
8A	PERMITTING EXPENSES									\$ 5,000.00	\$ 5,000.00	
9	SIGNALIZATION PLANS	6	40	85	100		135	8	374		\$ 49,275.00	
10	LIGHTING DESIGN AND PLANS	2	12	24	48		20	4	110		\$ 15,000.00	
11	WATER AND SEWER UTILITY DESIGN PLANS											
11A	30% TYPICAL SECTION LAYOUT	1	4	5	5		5	1	21		\$ 3,015.00	
11B	PREPARATION OF 90% UTILITY PLANS	1	12	20	34		24	2	93		\$ 12,550.00	
11C	PREPARATION OF 100% UTILITY PLANS		2	5	5		8	1	21		\$ 2,680.00	
11D	PERMITTING		1	2	5			1	9		\$ 1,225.00	
12	BID ASSISTANCE (ROADWAY AND UTILITIES)	2	14	28	28			14	86		\$ 12,400.00	
13	POST DESIGN EOR SERVICES (ROADWAY)											
13A	DRAWING CONTROL		4	10	14		10	4	42		\$ 5,440.00	
13B	PRE-CONSTRUCTION CONFERENCE		4	4	16			2	26		\$ 3,570.00	
13C	MONTHLY PROGRESS MEETINGS		14	5	14			4	37		\$ 5,490.00	
13D	SHOP DRAWINGS	2	4	8	28			4	46		\$ 6,400.00	
13E	CONTRACTOR RFIS AND SITE VISITS	5	20		25		4	4	58		\$ 8,755.00	
13F	CONSTRUCTION PLAN REVISIONS	4	20	25	40		30	10	129		\$ 17,550.00	
13G	AS-BUILT REVIEW	2	14		20		10	4	50		\$ 6,840.00	
13H	AGENCY CERTIFICATIONS	4	10	4	30			15	63		\$ 8,405.00	
14	POST DESIGN EOR SERVICES (UTILITIES)											
14A	SHOP DRAWINGS		1	2	6			2	11		\$ 1,425.00	
14B	CONTRACTOR RFIS		2	6	4		2		14		\$ 2,080.00	
14C	CONSTRUCTION PLAN REVISION		2	4	8		8		22		\$ 2,810.00	
14D	AS-BUILT REVIEW		1	2	4				7		\$ 1,025.00	
14E	AGENCY CERTIFICATIONS			2	2			2	6		\$ 740.00	
GRAND TOTAL:		45	358	458	735	160	586	176	2506	\$24,935.00		
ROADWAY SURVEY, DESIGN AND PERMITTING											\$ 332,670.00	
UTILITY DESIGN AND PERMITTING											\$ 27,550.00	
GRAND TOTAL:											\$ 360,220.00	