

TASK ORDER NO. 16

TO AGREEMENT BETWEEN OWNER (MARION COUNTY) AND CONSULTANT (KIMLEY-HORN AND ASSOCIATES, INC.) DATED OCTOBER 19, 2021 – PROJECT #21Q-227

Program Management Services for Rescue Grant Projects
Phase I of the Silver Springs Shores Septic to Sewer Project Construction Phase Services

PROJECT UNDERSTANDING

Marion County (MCU) is in the process of extending sewer and water service to septic to sewer areas identified in the Master Wastewater Feasibility Study (MWFS) by utilizing the American Restoration Plan Act (ARPA) and other associated funds. MCU has previously selected Kimley-Horn to act as the Program Manager for the projects associated with the ARPA projects. MCU has identified Phase I of the Silver Springs Shores Septic to Sewer project (PROJECT) for design and construction in a design/build process (by others). The design portion of the design-build is nearing completion, and the construction portion will begin soon. MCU has identified a need for construction inspection and observation during the construction process and requested Kimley-Horn to provide these services in conjunction with the program management being performed.

With the above in mind we have prepared the following specific scope of services for the construction phase services of the PROJECT and review of ARPA required contract provisions.

Specific Scope of Basic Services:

Task 1 – Construction Administration and Inspection

- A. Kimley-Horn will attend the pre-construction conference with MCU and the contractor. Kimley-Horn will attend construction meetings on-site twice a month, not to exceed 18 meetings.
- B. Kimley-Horn will provide limited assistance to MCU to respond to Contractor requests for information that relates to ARPA compliance. All other requests for information will be addressed by MCU or the design/build team. Any orders authorizing variations from the Contract Documents will be made only by MCU.
- C. MCU will review Shop Drawings, Samples, and other data that the Contractor is required to submit.
- D. MCU will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- E. MCU will review Change Orders submitted or proposed by the Contractor.
- F. Kimley-Horn will provide one part-time inspection representative and construction manager. If full-time inspection or construction phase services beyond the allotted hours in Task 1F – 1H in Table A are needed, then an amendment to this Task Order will be required. MCU will provide additional inspection services to augment inspection.
- G. Kimley-Horn will maintain daily records of progress and report on contractor's (and sub-contractor's) compliance with project requirements. A copy of the daily inspection report will be submitted each week, via email to MCU. Any urgent matters, such as property owner concerns or construction safety issues, will be communicated immediately to MCU via phone or in person.

Kimley-Horn will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Kimley-Horn does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

- H. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.
- I. Kimley-Horn will review pay requests solely to compare the invoiced quantities against the quantities that were observed to be installed based on the limited part-time observations of the work performed. Recommendations will be based on Kimley-Horn's knowledge, information, and belief, and will state whether, in Kimley-Horn's opinion, the Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- J. When requested by the Contractor and/or MCU, Kimley-Horn will conduct a site visit to determine if the Work is substantially complete. The work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a substantial completion punch list.
- K. Kimley-Horn will conduct a final site visit to evaluate whether the completed Work of the Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to the Contractor.
- L. Kimley-Horn will review the record drawings prepared by the Contractor.

Task 2 – Construction Phase ARPA Compliance

- A. Kimley-horn will conduct monthly reviews of project progress to ensure compliance with the approved budget and schedule. This Task will also include updates to the project schedule and preparation of monthly invoices. Project management includes activities related to initiating, planning, executing, controlling, and closing the Project. The Consultant will perform a technical review of deliverables, in accordance with standards, prior to transmitting to MCU. Kimley-Horn will be responsible for overall coordination and oversight of the project execution.
- B. Kimley-Horn will perform the program management functions that include progress meeting attendance, advising staff for ARPA program compliance, public meeting attendance
- C. Kimley-Horn will review the construction-related documentation for compliance with the ARPA and federal procurement standard CFR 200.
- D. Kimley-Horn will perform the required document review and coordination with the contractor for Davis Bacon compliance.
- E. Kimley-Horn will coordinate with MCU's ARPA consultant during construction.

Additional Services

Services not specifically stated in the scope of services above are not included. Additional services can be provided at the approved hourly rates at the County’s request. Compensation for additional services will be agreed to prior to their performance.

Schedule

Kimley-Horn will provide the services described herein on a mutually agreed upon schedule at the time of notice to proceed.

Fee and Billing

Kimley-Horn will complete the above scope of services for the **lump sum fee of \$221,155.00**, inclusive of office overhead expenses. A cost estimate for services is provided in Table A.

ACCEPTED:

MARION COUNTY, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Richard V. Busche, PE – Senior Vice President

TITLE: _____

BY:  _____
Alan J. Garr, PE – Program Manager

DATE: _____

DATE: September 17, 2024

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**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT: Silver Springs Shores Septic to Sewer Ph 1
 CLIENT: MARION COUNTY
 KHA PM: Alan J. Garri P.E.
 BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES, RFQ 21Q-227

SHEET: 1 of 1
 DATE: 9/17/2024

TASK ID	TASK DESCRIPTION	DIRECT LABOR (MAN-HOURS)												LABOR HOURS	EXPENSE (\$)	SUB (\$)	LABOR TOTAL	
		Principal	Program Manager	Senior Professional Engineer	Project Manager	Senior Planner	Professional Engineer	Senior Designer	Senior Technical Support	Engineer	CADD Designer	Administrative Assistant	Sr Construction Manager					Sr Construction Inspector
1A	Preconstruction meeting and progress meetings			3.0									3.0	3.0	9.0			\$ 1,425
1B	Respond to RAIs		16.0								0.0				16.0			\$ 3,520
1C - 1D	Shop Drawing Review and Review of 'As Equal' Submittals														0.0			\$ -
1E	Change Order Review														0.0			\$ -
1F - 1H	Construction Inspection and Management			60.0									200.0	1200.0	1460.0			\$ 169,200
1I	Pay Request Review						8.0						10.0	60.0	78.0			\$ 9,200
1J	Substantial Completion						4.0						8.0	16.0	28.0			\$ 3,580
1K	Final Completion						4.0						4.0	10.0	18.0			\$ 2,350
1L	Record Drawings Review			4.0									8.0	20.0	32.0			\$ 4,180
2A-D	Project Management and ARPA Compliance		60.0		50.0				40.0						150.0			\$ 27,700
TOTALS:		0.0	76.0	67.0	50.0	0.0	16.0	0.0	40.0	0.0	0.0	0.0	233.0	1309.0	1791.0	\$ -	\$ -	\$ 221,155.00
																GRAND TOTAL:		\$ 221,155.00