

AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services 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 Lowell Water Distribution System - 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. The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

Section 2 – 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 Solicitation #25Q-160 - Lowell Water Distribution System - Design, the Offer, Scope and/or Specifications, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, and Certificates of Insurance.

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

Section 3 – 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. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

Section 4 - Term. This Agreement shall **commence upon COUNTY’s Board of County Commissioner’s approval** and be effect through completion of the project, not to exceed 300 days. (“Term”) **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. All Work will proceed in a timely manner without delays

Section 5 – Scope of Services. As per specifications and requirements of RFQ 25Q-160, FIRM shall provide complete Professional Services as stated in the Consulting Engineering Schedule of Work and Fees, Exhibit A, hereto, “the Work.”.

Section 6 – Compensation. COUNTY shall make payment of \$1,246,765.00, (the “Agreement Price”), to FIRM under COUNTY’s established procedure, and per the rate classification and hourly fee schedule as stated in the Consulting Engineering Schedule of Work and Fees, Exhibit A, hereto. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall FIRM submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for Reimbursable Expenses, if provided in the Contract Documents, due hereunder. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to

COUNTY that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith.

Section 7 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – 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 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. 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 11 – 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 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, arising out of 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.

Section 13 – 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 Contractor/Vendor, 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 Contractor/Vendor does not own vehicles, the Contractor/Vendor 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.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by COUNTY’s Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – 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 15 – 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 the work 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 16 – 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 17 – 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 18 – 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 solicitation/Agreement if it is in the best interest of COUNTY.

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.

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 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.

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.
- a) 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.
- b) 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.
- c) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
- d) 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.
- e) 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.

- f) 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.
- g) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- h) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- i) 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.
- j) 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.

Section 20 – 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.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – 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 hard copy. 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 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

- 1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR 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, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR 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 CONTRACTOR meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 24 – 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 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – 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 Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assisting in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 28 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 29 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 30 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 31 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the 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. Rough housing, 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.
- **Fraternalization:** 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 32 – 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 33 – 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 34 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. 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, P.E. | 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.

Section 35 – 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 36 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A,**

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.

CONSULTING ENGINEERING SCHEDULE OF WORK AND FEES

LOWELL WATER MAIN EXTENSION

This AGREEMENT is made this ____ day of _____ 2026, 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 Lowell Design Water Distribution System Project in accordance with the terms and conditions contained within RFQ 25Q-106, which is incorporated herein by reference.

Project Understanding:

The objective of this project is to extend a water transmission main to Lowell, an unincorporated community in Marion County, Florida, and distribution mains within Lowell to serve commercial and residential customers. The water transmission main extends from Highway 326 north along County Road 25A/ Gainesville Road to West Highway 316. The project will serve the Florida State Fire College (“FSFC”), North Marion Middle School (“NMMS”), and residential customers in the surrounding area. The Project could potentially serve local and state correctional facilities within Lowell and Fessenden Elementary School at the south end of the project.

Marion County Utilities (“MCU”) has been awarded State funds for design of the project through the State Revolving Fund (“SRF”) program. Additional State grant funds are available for a portion of the construction. Kimley-Horn understands that Federal funds may be awarded and administered by the Florida Department of Environmental Protection (“FDEP”) for remaining construction. The SRF and Federal funds will require a full alternatives analysis to demonstrate the financial feasibility of the project.

The scope of the construction phase services for this project cannot accurately be determined and developed until the design is complete. It is understood that Construction Phase Services will not be provided as part of this agreement but will be provided in a separate agreement following design.

Specific Scope of Basic Services:**Task 1 – Project Management and Data Collection**

- A. Kimley-Horn will prepare for and attend a kickoff meeting with MCU to review the project scope, schedule, and deliverables.
- B. Kimley-Horn will conduct monthly reviews of project progress to ensure compliance with approved budget and schedule. This task will also include updates to project schedule, and preparation of monthly invoices. Project management includes activities related to initiating, planning, executing, controlling, and closing the project. Under this task, Kimley-Horn will be responsible for overall coordination and oversight of the project execution.
- C. Kimley-Horn will provide quality assurance/quality control oversight for deliverables under this contract. Kimley-Horn will perform a technical review of deliverables, in accordance with standards, prior to transmitting to MCU.
- D. Kimley-Horn will contract with and manage subconsultants as described in this scope of services.
- E. Kimley-Horn will provide MCU with a list of needed data for the project. Kimley-Horn will review data submitted by MCU for completeness. To the best of its ability, MCU will provide Kimley-Horn with accurate and complete data necessary for this project.

- F. In addition to task-specific meetings proposed herein, Kimley-Horn will schedule and attend monthly progress meetings with MCU. Kimley-Horn will prepare meeting agendas and compile meeting minutes for each progress meeting. Kimley-Horn has assumed 10 progress meetings will be necessary for this project.

Task 2 – Hydraulic Analysis

- A. Kimley-Horn will provide a hydraulic evaluation of the proposed project. Kimley-Horn will utilize WaterCAD software to develop a hydraulic model of the existing Irish Acres public water supply (“PWS”) that will include near-term improvements associated with the Irish Acres to SSR WM Interconnect project.
- B. The hydraulic model will be used to evaluate system pressure and water age along the project route. The need for pressure-boosting and rechlorination facilities will be evaluated for scenarios that include known future customers with sub-scenarios that include or exclude connections to the correctional facilities.
- 1) An estimate for the sizing for one pressure-boosting facility and one rechlorination facility or one combination thereof are part of the allowance for this task under this scope. However, the specific design parameters are not known at this time. If hydraulic modeling indicates these facilities are required, Kimley-Horn can provide the sizing parameters and specifications utilizing the allocated allowance with email approval from MCU. These parameters and specifications can be used by the contractor during construction to select a package booster station from a preferred vendor. If additional fees are needed beyond the allowance, Kimley-Horn will notify MCU and can provide the additional services for an additional fee that will be submitted at the time such services may be required. Kimley-Horn assumes that MCU will coordinate property acquisitions for such facilities as may be required. Kimley-Horn assumes that property acquired for such facilities will be one acre or less.
- C. Modeling results and specific recommendations will be reported in a technical memorandum. Kimley-Horn anticipates that the technical memorandum will also be used for FDEP PWS permitting.
- D. Findings from this task will be incorporated into the SRF facility plan.

Task 3 – SRF Facility Plan

Kimley-Horn will prepare a facility plan intended to meet SRF application requirements for the project. The task includes the following components:

- A. Kimley-Horn will utilize readily available data to assess current conditions that lead to consideration of this project.
- B. With assistance from MCU, Kimley-Horn will identify project stakeholders. Stakeholders are anticipated to include FDEP staff, representatives of the FSFC, representatives of the Florida Department of Corrections, representatives of the Marion County Department of Corrections, representatives of the Marion County School Board, and residents of Lowell.
- C. With assistance from MCU, Kimley-Horn will schedule and attend up to two stakeholder meetings to discuss the project and gauge interest in connecting to the proposed water main extensions.

- D. Kimley-Horn will quantify the needs that this project will address, including current water quality issues, supply and demand, and existing infrastructure associated with the project.
- E. Kimley-Horn will evaluate three project alternatives, one of which will be the project as currently envisioned, the second to be distributed on-site treatment, and the third to be “no-action taken.” The evaluation will consider feasibility, public health metrics, environmental impacts, detailed engineering analysis, cost estimates, and a regulatory compliance review for each alternative.
- F. Kimley-Horn will develop a selection rubric to identify the preferred alternative. The rubric will be used to make a recommendation for the selected alternative.
- G. Kimley-Horn will consider Implementation strategies for the selected alternative, including project phasing, regulatory compliance, and permitting needs.
- H. Kimley-Horn will prepare a draft facility plan for review by MCU and other stakeholders.
- I. Kimley-Horn will schedule a stakeholder review meeting to discuss the draft facility plan.
- J. Kimley-Horn will prepare a final facility plan that incorporates stakeholder comments. The facility plan will be signed and sealed by a Florida-registered professional engineer.

Task 4 – Survey Services

Kimley-Horn will utilize a qualified local subconsultant (George F. Young, GFY) to perform the required survey services. The survey subconsultant will provide the following services:

- A. Surveying Services:
 - 1) Perform preliminary research to gather ROW maps (if available) and adjoining deeds throughout the project site.
 - 2) Mobilize field crews to recover boundary monumentation sufficient to solidify right-of-way orientation and location.
 - 3) If no right-of-way maps or information is available, no right-of-way data will be shown. Limits of maintenance/possession will be utilized for these areas.
 - 4) Mobilize field crews to collect topographic information along the corridor sufficient to produce 1' contour intervals. Data will be collected using base/rover GPS equipment or technology to produce similar or better positional data. Topographic data will be collected only within determined rights of way. Above ground utility evidence will also be collected.
 - a. Topographic information will be collected on the Florida State Plane Coordinate System, West Zone (horizontal), and NAVD88 (vertical).
 - b. Locate trees >10" diameter at breast height (“DBH”) within determined rights-of-way.
 - c. Locate utility markings as established by this firm.
 - d. Locate VVHs as established by this firm. If additional VVHs are requested an ASA will be prepared for the additional services.

- e. Project limits will begin at the midpoint of the eastern boundary of tax parcel 12894-000-00 on the northwest corner of the intersection of County Road 25A and CR326 and will extend northerly (5' outside of ROW to 5' outside of ROW) to the south line of tax parcel number 07368-000-03. County Road 329 westerly (5' outside of ROW to 5' outside of ROW) from County Road 25A to the apparent driveway of tax parcel 07198-001-01, then easterly from County Road 25A (5' outside of ROW to 5' outside of ROW) to the east boundary line of tax parcel 07267-000-00. Thence northerly (5' outside of ROW to 5' outside of ROW) along NW 38th Avenue in Lowell and westerly along NW 130th Street to the east boundary of tax parcel 07233-001-00. Westerly along NW 120th Street (5' outside of ROW to 5' outside of ROW) from County Road 25A to the east ROW line of I-75. Extending westerly (ROW to ROW) along NW 125th Street Road to the midpoint of tax parcel 07190-000-06.
 - f. Deliverable will include a signed and sealed PDF of the completed topographic survey. Corresponding CAD file for design will also be provided.
- B. Allowance to provide ASCE Quality Level "B" Subsurface Utility Designation
- 1) GFY to perform Electronic Designation, including GPR scanning where possible, to horizontally locate the existing subsurface utilities located in the right-of-way on NW Gainesville Road between Highway 326 and West Highway 329, on NW 120th Street, on NW 38th Avenue and on W Hwy 329 from NW 125th Street Road east to the North Marion Middle School, City of Lowell, Marion County, Florida and as illustrated on Exhibit provided to GFY by Kimley-Horn.
- C. Allowance to provide ASCE Quality Level "A" Subsurface Utility Location
- 1) GFY to provide VVHs (test holes) on the existing Subsurface utilities located in the right-of-way on NW Gainesville Road between FL-326 and W Hwy 329, on NW 120th Street, on NW 38th Avenue and on W Hwy 329 from NW 125th Street Road east to the North Marion Middle School, City of Lowell, Marion County, Florida and as illustrated on Exhibit "F" provided to GFY by Kimley-Horn. The VVH locations shall be based on the GFY "Quality Level "B" Designation" of the utility, shall be identified by the EOR/PM prior to mobilization, and shall not exceed 20 total VVHs.
 - 2) This proposal is for ASCE QL "A" VVHs and ASCE QL "B" Designation, painting and flagging, of the Subsurface Utilities only. Existing aerial utilities and surface features such as fire hydrants, sanitary manholes, storm manholes, and associated invert elevations are to be survey collected by GFY survey crews.
 - 3) GFY will provide electronic copies of the SUE field notes in Blue Beam to GFY Survey.

Task 5 – Geotechnical Services

Kimley-Horn will utilize a qualified local subconsultant to perform the required geotechnical services. The geotechnical subconsultant will provide the following services:

- A. Drill 55 manual auger borings, to a depth of up to seven feet below existing ground surface, spaced at approximately 1,000 linear feet along the proposed water main pipelines.

- B. Prepare a preliminary geotechnical report including results of the soil investigations in profile form, estimation of seasonal high groundwater level (SHGWL), evaluation of encountered conditions, and geotechnical recommendations for design and installation of the proposed water main. The geotechnical report will be prepared, signed and sealed by a Florida licensed professional engineer.

Task 6 – Environmental Services

- A. Natural Resource Assessment with Wetland Delineation - Kimley-Horn will conduct a Natural Resource Assessment to identify wetlands and surface waters and upland habitats (including potential sensitive habitats) on-site and will evaluate the potential for usage by protected species. In preparing this assessment, Kimley-Horn will conduct the following tasks:
- 1) Review readily available natural resource documentation, previous environmental studies (provided by client, if available), existing permits (if available) and protected species information.
 - 2) Request and review information from the US Fish and Wildlife Service (USFWS), Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of protected species on and near the subject property.
 - 3) Request and review information from the State Historic Preservation Officer (SHPO) regarding historic and archaeological resources.
 - 4) Review the Flood Insurance Rate Map (FIRM) to determine if the project is within the 100-year floodplain.
 - 5) Review readily available historic aerials; and
 - 6) Conduct site reconnaissance.
- B. At the time of the site visit Kimley-Horn will delineate the extents 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, Florida Administrative Code (FAC) and the US Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and regional supplement. It is assumed that the site visit will require up to three days in the field for a team of two biologists. Kimley-Horn will collect field data to make a preliminary evaluation as to whether the on-site wetlands and/or surface waters are isolated or considered jurisdictional to USACE. This task does not include coordination with a professional land surveyor for locating the delineated wetland flags.
- C. Following the site visit and database review, a Technical Memorandum will be prepared for each phase of the project, including Phase 1B, Phase 2A, and Phase 2B. Each memorandum will summarize our findings, permit requirements if development proceeds on this site, and additional surveys or evaluations required, if applicable. These additional services could include wetland permitting, specific protected species surveys, archaeological or historical surveys, etc. The following maps will be prepared:
- 1) Location Map
 - 2) USGS Quad Map

- 3) NRCS Soils Map
 - 4) Land Cover Map classifying the habitats on-site based on the Florida Land Use, Cover, and Forms Classification System (FLUCFCS) and showing approximate acreage of each land cover. The acreage of upland and wetland habitats shown will be approximate based on aerial interpretation and field reconnaissance.
 - 5) Protected Species Map (if applicable)
 - 6) FEMA FIRM Map
- D. This task is a due diligence level review and does not include detailed species-specific surveys; it does include a general wildlife survey conducted during the site visit. If during this investigation it is determined that additional field surveys are required to meet the state and federal survey protocol, the client will be notified and a cost for the additional survey will be prepared. This task includes an estimated allowance for the additional survey(s) but actual costs are not known at this time and may exceed the allowance. Preliminary evaluation of the limits of wetlands and surface waters are for estimation purposes and are subject to verification by the applicable regulatory agencies.
- E. Type I Categorical Exclusion
- 1) In support of requesting a Type I Categorical Exclusion (CE) to meet National Environmental Policy Act (NEPA) compliance for grant funding of the proposed project, Kimley-Horn will utilize the information gathered in Task 101 to complete a Type I CE checklist, including environmental support documentation and accompanying maps. Additional research through the Florida Department of Environmental Protection (FDEP) OCULUS database will be conducted for existing contamination data within and adjacent to the project corridor. It is anticipated that the reviewing agency of the Type 1 CE will be the FDEP, through which applicable grant funding will be administered; therefore, Kimley-Horn will respond up to two Requests for Additional Information (RAIs) from the FDEP.
 - 2) This task assumes that the project will qualify for a Type 1 CE. Under this assumption, a Contamination Screening Evaluation Report (CSER) will not be required, and thus not included as a part of this scope of work. If a CSER is requested, these documents can be provided as additional services under a new scope of work or could be performed using the allowance for this task.
- F. Phase I Cultural Resource Assessment Survey - Kimley-Horn shall conduct a Cultural Resource Assessment survey to identify and evaluate cultural resources within a project's Area of Potential Effect (APE). In preparing this assessment, Kimley-Horn shall conduct the following objectives:
- 1) Background Research
 - a. Kimley-Horn will undertake this background research to establish the appropriate historic contexts for the project area, in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, as well as the Florida DHR's guidelines outlined in Module 3 and Florida Rule Chapter 1A-46. If potentially eligible resources are encountered that require intensive-level

research for final evaluation, a supplemental agreement will be required. This Task consists of the following:

- i. *Record Search* – obtain available Cultural Resource Assessment Survey (CRAS) reports recorded in the Florida Master Site File (FMSF) available from the Florida Division of Historic Resources.
 - ii. *Aerial Photography Review* – obtain and examine readily available historical aerial photographs of the site and surrounding vicinity to assess the potential for unrecorded historic properties. Aerial photographs will be researched to the earliest data that is reasonably obtainable.
 - iii. *Review of Historical Maps* – obtain and examine readily available fire insurance maps and historical topographic maps.
 - iv. *Other Historical Sources* – obtain and examine other historical sources relevant to the completion of the desktop review and analysis.
 - v. *Recorded Cultural Resources Analysis* – conduct a desktop review of existing Cultural Resources and spatial datasets available through a Geographic Information System (GIS) framework identify existing surveys and resources.
 - vi. *Possible Unrecorded Cultural Resources Analysis* – conduct a desktop review of historical sources and spatial environmental datasets to identify the potential for unrecorded cultural resources to be impacted by the proposed project.
- 2) Field Investigations – Allowance authorization required
- a. Architectural Fieldwork
 - i. The survey will be conducted both by vehicle and on foot within the project area and surrounding publicly accessible areas. Preliminary background research indicates that within an Area of Potential Effect (APE) based on a 100-meter buffer around the project area, up to 40 architectural resources will need to be surveyed to update or create FMSF documentation and provide recommendations. This includes documenting resources that are 45 years or older and approximately five previously recorded resources. This proposal assumes 40 resources, but the number may be reduced if a more refined APE is developed based on actual viewshed considerations, supported by representative viewshed photographs. Digital photographs and notes will be taken to complete the descriptions and FMSF survey forms. Kimley-Horn will make recommendations on NRHP eligibility if needed, particularly for resources identified as potentially eligible for listing.
 - b. Archaeological Fieldwork
 - i. Archaeological fieldwork will involve a combination of pedestrian reconnaissance where ground surface has at least 50% exposure and

systematic shovel testing within the Area of Potential Effect (APE) to determine the presence or absence of subsurface cultural resources. The APE is defined according to 36 CFR Part 800.16(d) as the geographic area where an undertaking may cause alterations to historic properties. This includes areas of direct ground disturbance, access roads, and construction staging areas.

- ii. The pedestrian survey will visually inspect all ground-disturbing areas, and shovel testing will be conducted at 25-meter, 50-meter and 100-meter intervals along transects. Shovel test intervals may be adjusted based on soil conditions, topography, or the expected density of archaeological sites, with any adjustments clearly documented in the report. Soil from shovel tests will be passed through 1/4-inch hardware cloth, and tests will be approximately 50 centimeters in diameter, excavated to 100 centimeters below the surface, or when water is encountered or practical refusal. Excavation will not occur beyond the APE.
- iii. If archaeological materials are found, they will be bagged and labeled with appropriate provenience information. Artifacts will be analyzed or sampled and discarded as appropriate. Shovel tested areas will be mapped and recorded with GPS devices, including details on soil colors, texture, and composition. Historic features, areas of disturbance, and low and wet areas will also be recorded
- iv. It is assumed that no more than 240 shovel tests will be required to complete the archaeological survey and characterize any identified sites. An archaeological site will be defined by above-ground remnants or the recovery of three or more related artifacts in contexts with fair to high integrity. Historic sites may also be defined by structural remnants. Diagnostic artifacts not qualifying as sites will be recorded as artifact locations. It is assumed that no more than two sites or isolated finds will be identified, and no features requiring soil flotation or floral/faunal analyses will be found. Site boundaries will be defined using additional radial shovel tests at half the standard interval, with internal site characteristics defined by judgmental shovel tests as needed. If a site extends outside the survey area, an effort will be made to estimate its extent using landform contours. The survey will not extend beyond the project area.

3) Laboratory Analysis – Allowance authorization required

- a. All artifacts generated in the course of the survey will be provenienced in the field and recorded. Following fieldwork, the artifacts will be transported to the Kimley-Horn laboratory facilities where they will be cleaned, sorted, and identified. After processing, all artifacts will be inventoried using Microsoft Excel. A full artifact inventory of prehistoric and historic artifacts will be included as an appendix to the report. Identification of diagnostic artifacts will be made by consulting existing comparative collections and available regional literature regarding artifact types. Artifacts will be assigned dates through the comparison of identified artifacts with

other material culture classes having documented use-popularity patterns where possible. Ceramics and glass will provide primary chronological information. All artifacts will be placed in polyethylene re-sealable storage bags and placed in acid free boxes suitable for permanent curation. At the conclusion of the survey, arrangements will be made with the client regarding final deposition of the artifacts.

- 4) Reporting, FMSF Documentation, and Deliverables
 - a. Kimley-Horn will prepare a report that meets Florida DHR's requirements outlined in Module 3 and Florida Rule Chapter 1A-46 and will create or update FMSF forms and their supporting attachments as necessary. The report will include all required components of a cultural resources technical report: an introduction defining the project scope and personnel, a brief historic context and summary of previous research, a description of the archival research and field methods employed, the results of the survey, and conclusions and recommendations regarding each resource's or site's eligibility for listing in the NRHP, including recommendations for any further work that may be needed.
 - b. A draft of the technical report will be submitted electronically in PDF format to the client. After addressing any comments, a hard copy and PDF copy of the final report will be prepared for Florida DHR submission. Additionally, one set of FMSF documentation packets will be prepared as necessary for DHR submission.

Task 7 – Engineering Design

- A. Kimley-Horn understands that MCU desires the project to be bid and constructed in three phases.
- B. Kimley-Horn will prepare a conceptual plan of the main alignment for the three phases. The conceptual plan will consist of the horizontal alignment of the watermain showing proposed connections and estimated adjustments for utilities. Kimley-Horn will review the conceptual plan with MCU for approval prior to preparing design plans.
- C. For each phase, Kimley-Horn will prepare engineering design plans according to industry standards and the level of detail required by permitting agencies. These plans will generally consist of the following elements:
 - 1) Cover sheet
 - 2) Key map sheet
 - 3) General notes sheet(s)
 - 4) Plan and profile sheets depicting existing conditions and the proposed improvements
 - 5) General and necessary specific utility details (such as crossings)
 - 6) General construction details
- D. For each phase, Kimley-Horn will prepare and submit 60% and 90% engineering design plans for review by MCU prior to completion and submission of the final engineering plans. Kimley-Horn will respond to requests for additional information associated with each submittal.

- 1) Kimley-Horn will schedule and attend 60% and 90% design review meetings with MCU and other stakeholders for each phase. Kimley-Horn assumes that other stakeholders would have an interest in where their respective connections to MCU's water system will be located. MCU will identify other stakeholders.
- E. Kimley-Horn will utilize Sunshine One Call to verify the name, contact person and telephone number for all utility companies located within the project area. These utility contacts will be shown on the cover sheet of the plans.
- F. Following standard procedures, Kimley-Horn will coordinate with the identified utility owners for potential conflicts along the proposed route.
- G. The project will rely on standard specifications as established by the Marion County land development code, CSX/Florida Northern Railroad, SJRWMD, and FDEP regulations. Standard specifications will be incorporated by reference.
 - 1) Kimley-Horn can assist with development of specific standalone specifications for an additional fee.

Task 8 – Permitting Services

- A. FDEP Water Distribution System Permit
 - 1) Kimley-Horn will coordinate and attend a pre-application meeting with the FDEP.
 - 2) Kimley-Horn will submit form 62-555.900(1) to notify/apply for the construction of a domestic watermain extension system under the specific permit associated with Rule FAC 62-604. This permit application consists of the watermain extension, pressure booster station, and rechlorination station. If the pressure booster station and rechlorination station is not needed an application for a general permit will be submitted for just the water main extension.
 - 3) Kimley-Horn will respond to one normal and typical request for additional information.
 - 4) MCU will pay the permit application fee.
 - 5) Kimley-Horn assumes that the Irish Acres PWS will have been rerated to support capacity needed for this project and the Irish Acres to SSR WM Interconnect projects.
- B. SJRWMD ERP Exemption Verification
 - 1) Kimley-Horn will schedule and attend a preapplication meeting with the SJRWMD.
 - 2) Kimley-Horn will submit form 62-330.050(1) to request verification of permit exemption under Rule 62-330.051(4)(d) to SJRWMD.
 - 3) Kimley-Horn will respond to one normal and typical request for additional information.
 - 4) MCU will pay the permit application fee.
 - 5) This task does not include an ERP application. If the SJRWMD determines an ERP is required, Kimley-Horn can provide related services for an additional fee.

- C. Florida Northern Railroad Right of Way Utility Crossing
- 1) Kimley-Horn will prepare a Florida Northern Utility Permit application package.
 - 2) Kimley-Horn will coordinate and attend a preapplication meeting with Florida Northern officials.
 - 3) Kimley-Horn will submit a utility permit application to Florida Northern Railroad.
 - 4) Kimley-Horn will respond to one normal and typical request for additional information.
 - 5) The County will pay the permit application fee.
 - 6) Kimley-Horn will assist MCU with preparing the agenda item when the agreement with Florida Northern Railroad is presented to the Board of County Commissioners ("BOCC").

Task 9 – Public Relations Assistance

Kimley-Horn understands that Marion County's public relations department ("MCPR") typically handles official communications. Kimley-Horn will provide limited support for MCPR's efforts associated with this project. Assistance will consist of the following items:

- A. Draft language related to the design of the project which can be used in written materials, such as project factsheets, notifications, and frequently asked questions.
- B. Development of renderings and graphics, such as project maps.
- C. Attendance at informational sessions as scheduled by MCPR.

Task 10 – Bidding Assistance

Kimley-Horn will provide the following bidding assistance services:

- A. Kimley-Horn will prepare a scope of work for each phase of the project.
- B. Kimley-Horn will prepare a bid form with quantity tabulation, measurement and payment, and opinion of probable construction cost ("OPC") for each phase of the project.
- C. Kimley-Horn will answer specific design-related questions after the period for questions has ended. Kimley-Horn has assumed that Marion County's procurement department will incorporate Kimley-Horn's responses into the bid documents as applicable. This service is limited to a single occurrence per phase of the project.
- D. If required, Kimley-Horn will revise construction plans in response to contractor questions. Revisions will be denoted in the plans using tagged revision clouds. This service is limited to a single occurrence per phase of the project.
- E. Kimley-Horn will attend one pre-bid meeting for each phase of the project.
- F. Marion County will address questions not pertaining directly to design and will revise bidding documents other than the bid plans for both phases of construction.
- G. Marion County will administer the bidding process.

Deliverables:

Kimley-Horn will provide the following deliverables associated with this project:

1. Agendas and Minutes for all meetings.
2. Hydraulic modeling technical memorandum.
3. Conceptual plan
4. Draft and final PDF copies of the SRF facility plan report.
5. PDF copies of the 60%, 90%, and final engineering design plans (per phase).
6. One hardcopy (22"x34") of the final engineering design plans (per phase).
7. One PDF copy of the Geotechnical, Environmental, and CRAS reports.
8. Electronic copies of written and graphical materials to support MCPR with project information dissemination.
9. Electronic copies of the scope of work, bid form, OPC, and measurement and payment (per phase).
10. Electronic copy of responses to bidder questions (single occurrence per phase).

Additional Services if Required:

Services not specifically stated in the scope of services above are not included. Compensation for additional services will be agreed to prior to their performance.

Schedule:

Kimley-Horn will provide the services described in the Scope of Services within 12 months of notice to proceed. Kimley-Horn advises that the project is contingent on permit issuance and Kimley-Horn has no control over the issuance of permits. Please see the design schedule included for more detail.

FEE AND EXPENSE

Kimley-Horn will perform the Scope of Services in for a lump sum fee and allowances detailed below. All permitting, application, and similar project fees will be paid directly by MCU. A breakdown of the fee per task is provided in the attached Table A.

<i>Task Description</i>	<i>Lump Sum Fee</i>
Task 1 – Project Management and Data Collection	\$59,140.00
Task 2 – Hydraulic Analysis	\$33,140.00
Task 3 – SRF Facility Plan	\$56,440.00
Task 4 – Survey Services	\$310,450.00
Task 5 – Geotechnical Services	\$30,230.00
Task 6 – Environmental Services	\$55,280.00
Task 7 – Engineering Design Services	\$383,500.00
Task 8 – Permitting Services	\$17,715.00
Task 9 – Public Relations Assistance	\$19,560.00
Task 10 – Bidding Assistance	\$9,310.00
Total Lump Sum Fee	\$974,765.00
<i>Allowance Description</i>	<i>Allowance</i>
Task 2 Allowance – Booster Station and Rechlorination Station Design	\$40,000.00
Task 4 Allowance – Level B SUE	\$160,000.00
Task 6A – 6E Allowance – Species Specific Survey	\$30,000.00
Task 6F – CRA Survey Field Work Allowance	\$42,000.00
Total Allowance Amount	\$272,000.00
Total Project Cost	\$1,246,765.00

Attachments: Table A, Project Schedule, Exhibit A

ACCEPTED:
THE COUNTY OF MARION, FLORIDA

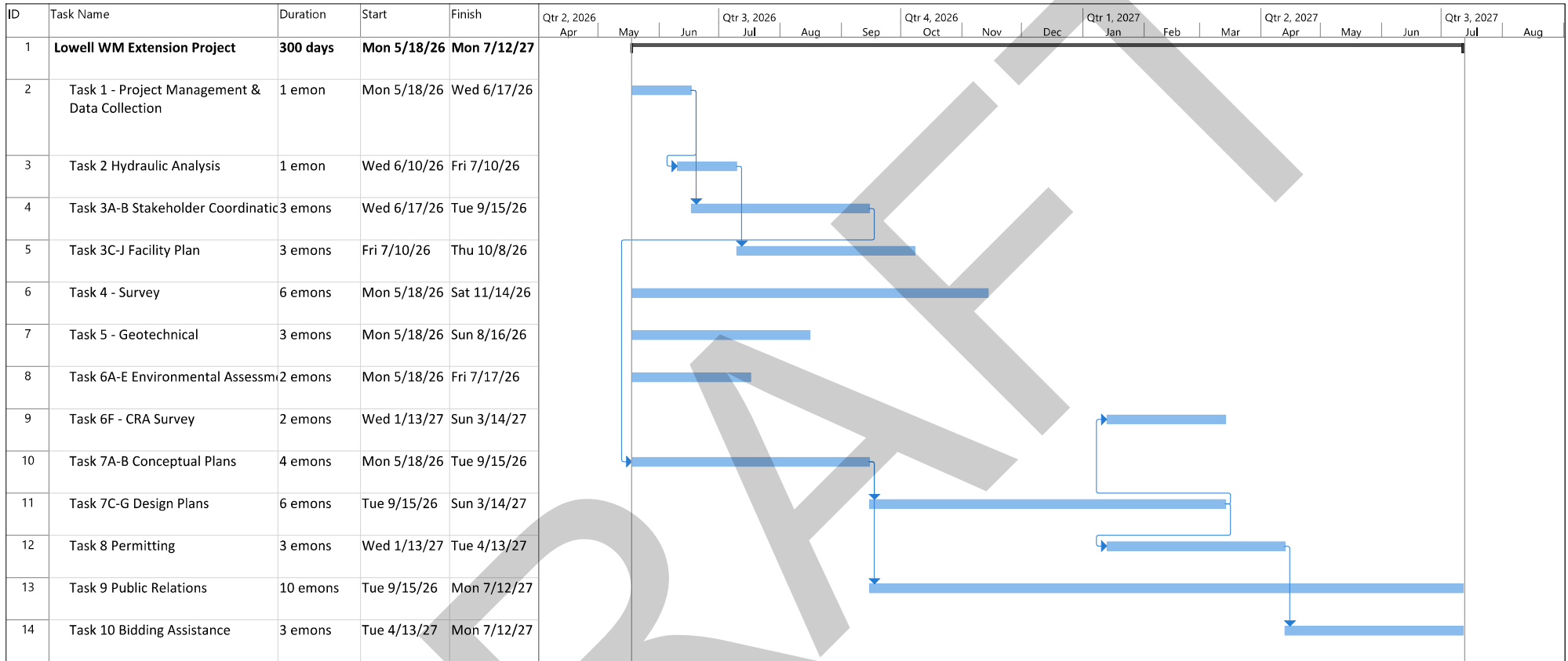
KIMLEY-HORN AND ASSOCIATES, INC.

**TABLE A
COST ESTIMATE FOR SERVICES**

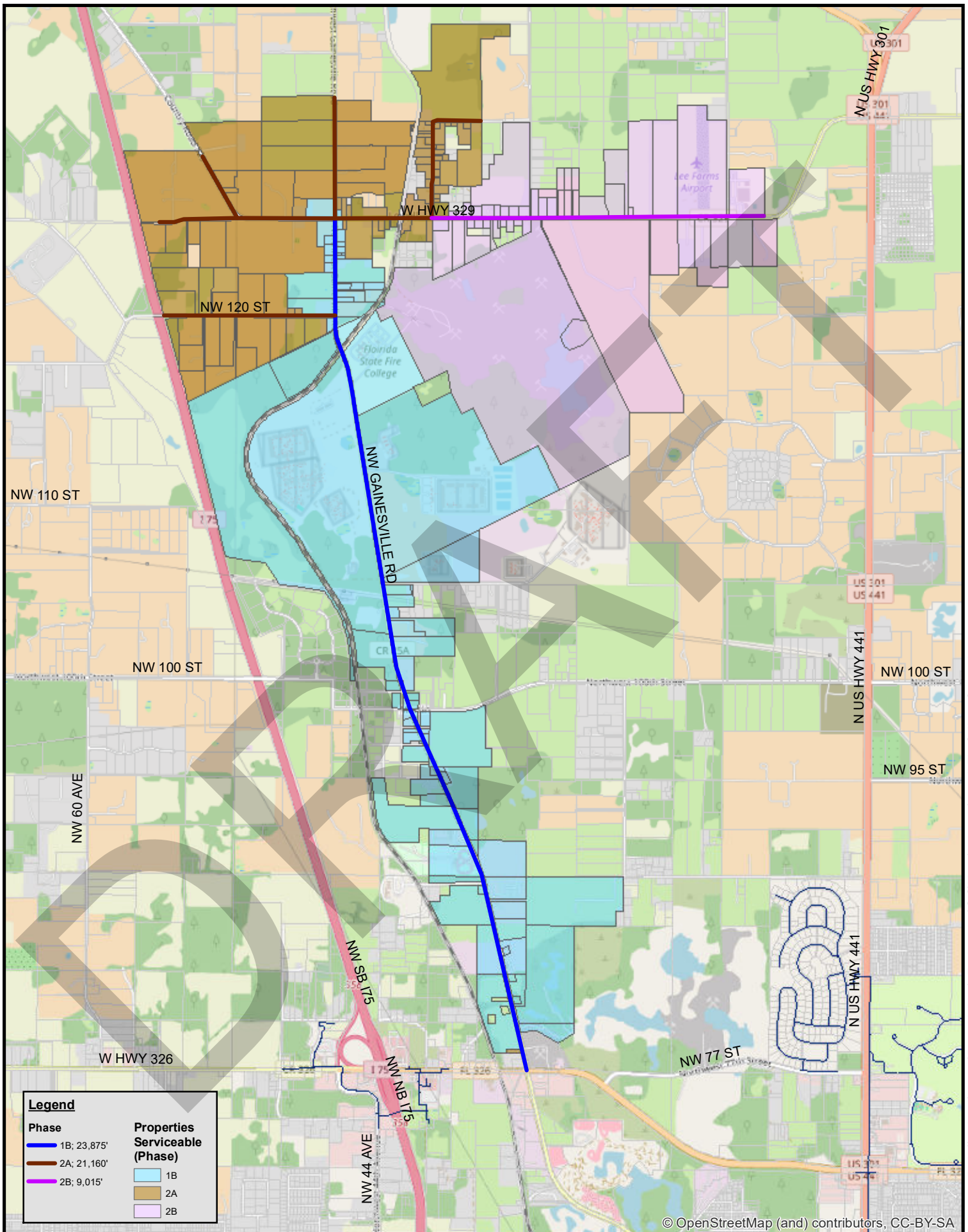
PROJECT: Lowell Water Main Extension
 CLIENT: MARION COUNTY
 KH PM: Alan Garri
 BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES, RFQ 25Q-106-UTILITIES ENGINEERING DESIGN SUPPORT SERVICES

SHEET: 1 of 1
 DATE: 5/1/2026

TASK ID	TASK DESCRIPTION	DIRECT LABOR (MAN-HOURS)												LABOR HOURS	Allowance (\$)	SUB (\$)	LABOR TOTAL	
		Principal Engineer	Sr. Professional Engineer	Project Manager	Project Engineer / Engineer III	Staff Environmental Engineer	Engineer Scientist / Engineer II	Engineer Intern Engineer I	Field Services Tech	Sr. CADD Designer	CADD Designer	CADD Tech / GIS Specialist	Permit Coordinator					Clerical
		\$285.00	\$245.00	\$210.00	\$170.00	\$160.00	\$160.00	\$150.00	\$90.00	\$170.00	\$110.00	\$90.00	\$120.00	\$60.00				
1A - 1F	Project Management & Data Collection	8.0	20	48	36	36	60	80				80	20	388			\$ 59,140	
2A-2D	Hydraulic Analysis	4.0	40		60			80						184	\$40,000.00		\$ 33,140	
3A-3B	Stakeholder Coordination	4.0	8		12			24						48			\$ 8,740	
3C-3J	Facility Plan	4.0	8		60		80	100			60	20	332				\$ 47,700	
4A-4C	Survey Services		2				16	16					34	\$ 160,000.00	\$ 305,000.00		\$ 5,450	
5A-5B	Geotechnical Services		2				16	16					34		\$ 24,780.00		\$ 5,450	
6A-6E	Environmental Assessment	4.0	8			63	70		80			20	245	\$ 30,000.00			\$ 32,780	
6F1 & 6F4	Phase 1 CRA Survey (desktop)	4.0	8			35	45		60			20	172				\$ 22,500	
6F2 & 6F3	Phase 1 CRA Survey (Field Work Allowance)														\$ 42,000.00			
7A-7B	Conceptual Plans (3 conceptual plans, 1 per phase)	3.0	9		30		60			60			162				\$ 27,960	
7C-7G	Design Plans (3 plan sets, 1 per phase)	24.0	60		80		120	240		1560			2084				\$ 355,540	
8A	FDEP Permit		6		18		24					8	56				\$ 9,330	
8B	SJRWMD ERP Permit Exemption		1		4		4					8	17				\$ 2,525	
8C	Florida Northern Railroad Permit		4		8		16					8	36				\$ 5,860	
9A-9C	Public Relations	4.0	8		16		24	30			40	30	152				\$ 19,560	
10A-10H	Bidding Assistance	2.0	4		8		10	10		18		4	56				\$ 9,310	
													0				\$ -	
													0				\$ -	
													0				\$ -	
TOTALS:		61.0	188	48	332	134	545	596	140	1638	0	180	24	114	4000	\$ 272,000.00	\$ 329,780.00	\$ 644,985.00
															GRAND TOTAL:		\$ 1,246,765.00	



Project: Lowell WM Schedule 03 Date: Tue 3/17/26	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



Legend	
Phase	Properties Serviceable (Phase)
1B; 23,875'	1B
2A; 21,160'	2A
2B; 9,015'	2B



Marion County Board of County Commissioners
 Utilities Department

Created By: Renee O'Donnell
 Date Saved: 1/27/2025
 Reference Scale: 1" = 3,333'
 Approved By: AC / JK

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Marion County Utilities
Phasing Plan

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