

CITY OF GAINESVILLE
Change Order No. 2
Date: 09/29/2023

Project Name: Sweetwater Recreational Trail Phase 2
 Location: Sweetwater Preserve Park to Sweetwater Wetlands Park
 Consultant: Kimley-Horn and Associates, Inc.
 Contract Date: December 5, 2022

Task Assignment No. 1 dated December 5, 2022 for (per Contract with Kimley-Horn and Associates, Inc. for Professional Design Services for Wild Spaces Public Places Projects dated April 30, 2018, as amended) is hereby amended as follows:

1. NATURE OF CHANGES

- 1.1 CONSULTANT shall perform additional services to include bidding and construction phase services as described in the CONSULTANT'S proposal dated July 26, 2023, attached to this Change Order and incorporated as Exhibit A. These additional services result in an increase to the contract price. In the event of any conflicts between the body of this Change Order and Exhibit A, the Change Order will prevail.

2. CHANGES TO CONTRACT PRICE

- 2.1 These changes result in the following adjustment of Lump Sum Contract Price:

A) Lump Sum Contract Price Prior to this Change Order	\$ 96,370.00
B) Net (Increase) (Decrease) resulting from this Change Order	\$ 25,405.00
C) Lump Sum Current Contract Price including this Change Order	\$ 121,775.00

3. CHANGES TO CONTRACT COMPLETION TIME/DATE

- 3.1 This change order results in the following adjustment of contract time/date (in calendar days):

A) Original completion date/time	7/31/2023
B) Net (Increase) (Decrease) resulting from previous Change Orders	0 days
C) Net (Increase) (Decrease) resulting from this Change Order	365 Days
D) Current completion time/date including this Change Order	7/30/2024

This Change Order constitutes a change to Task Assignment No. 1, and together with the Agreement for Professional Design Services for WSPP Projects dated April 30, 2018, First Amendment dated March 8, 2021, Second Amendment dated April 2, 2022, Third Amendment dated December 5, 2022, and Fourth Amendment dated June 30, 2023, and Change Order No. 1 dated June 20, 2023, constitutes the entire contract between the parties. All other terms and conditions of the original Task Assignment No. 1 remain in full force and effect. The adjustments in this Change Order are the entire adjustments in payment and contract time that the CONSULTANT is entitled to for all claims and damages for the cost of work outlined above, including but not limited to, and without conceding that these particular costs are recoverable, payroll costs, costs of materials, subcontractor costs, costs of special consultants (including attorneys), overhead, profits, and delay damages. The CITY shall make payment in accordance with the terms of the Agreement as amended.

CITY OF GAINESVILLE

KIMLEY-HORN AND ASSOCIATES, INC.


Cynthia Curry (Sep 29, 2023 12:06 EDT)


Richard V Busche (Sep 26, 2023 16:18 EDT)

Cynthia W. Curry

Print Name: Richard V Busche

City Manager

Title: Senior Vice President

Date: Sep 29, 2023

Date: Sep 26, 2023

Approved as to Form and Legality


David C. Schwartz (Sep 28, 2023 13:39 EDT)

Assistant City Attorney

This form Document is a legal instrument approved by the City Attorney. Any deviations from its intended use should be authorized by the City Attorney Standard Contract-Change Order 11/2015.

Consultant shall perform the following Additional Services:

Project Understanding

On December 5, 2022, Kimley-Horn was retained by the City to provide professional design and engineering services for the Sweetwater Recreational Trail Phase 2 Project. The project involves constructing a ±0.7 mile long, 12' wide multi-use asphalt path within a GRU easement, parallel to SE Williston Road (SR 331). Phase 2 of the trail will extend from the Sweetwater Preserve Park entrance (northern limit) where a raised speed table has already been constructed for the trail to the parking lot for the Sweetwater Wetlands Park (southern limit).

On July 17, 2023, The City requested Kimley-Horn provide a change order request for additional time to complete previous tasks and to add an additional task for Bidding and Construction Phase Services.

Scope of Services**Task 1 – Bidding and Construction Phase Services**

Kimley-Horn will provide the services specifically stated below during the bidding and construction phase of the Project. The project is assumed to require 210 days for construction and planned site meetings with the Client will be performed every 2 weeks. A labor estimate for this task is included as Exhibit A.

- A. *Pre-Bid Conference.* Kimley Horn will attend a Pre-Bid Conference during the bidding period
- B. *Pre-Construction Conference.* Kimley Horn will attend a Pre-Construction Conference prior to commencement of construction activity.
- C. *Visits to Site and Observation of Construction.* Kimley Horn will make visits as directed by Client to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Kimley Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley Horn will keep Client verbally informed of the general progress of the work.

Kimley Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- D. *Recommendations with Respect to Defective Work.* Kimley Horn will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Kimley Horn believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- E. *Clarifications and Interpretations.* Kimley Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- F. *Change Orders.* Kimley Horn may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

- G. *Shop Drawings and Samples.* Kimley Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with 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.
- H. *Substitutes and "or-equal."* Kimley Horn will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- I. *Inspections and Tests.* Kimley Horn may require special inspections or tests of Contractor's work as Kimley Horn deems appropriate and may receive and review certificates of inspections within Kimley Horn's area of responsibility or of tests and approvals required by laws or the Contract Documents. Kimley Horn's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley Horn shall be entitled to rely on the results of such tests.
- J. *Disagreements between Client and Contractor.* Kimley Horn will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Kimley Horn shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.
- K. *Applications for Payment.* Based on its observations and on review of applications for payment and supporting documentation, Kimley Horn will determine amounts that Kimley Horn recommends Contractor be paid. Such recommendations will be based on Kimley Horn's knowledge, information and belief, and will state whether in Kimley Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Kimley Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. 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.
- L. *Substantial Completion.* Kimley Horn will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- M. *Final Notice of Acceptability of the Work.* Kimley Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley Horn may recommend final payment to Contractor. Accompanying the recommendation for final payment, Kimley Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley Horn.
- N. *Agency Permit Closeouts.* 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 following agencies and submit them for processing:

- 1) City of Gainesville
- 2) GRU
- 3) SJRMWD

Fee and Billing

Kimley-Horn will perform the services in **Task 1** for the total lump sum labor fees below.

Task Description	Fees
Task 1 – Bidding and Construction Phase Services	\$25,405.00
Total Lump Sum Labor Fee	\$25,405.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due per the original Agreement. Payment should include the invoice number and Kimley-Horn project number.

Exhibit A - Labor Estimate
 Project Name: Wild Spaces Public Places - Sweetwater Trail Phase 2
 Date: 7/27/2023

Task	Classification and Hourly Rate					Fee
	Senior Project Manager Senior Professional I \$255	Project Engineer Professional \$140	Engineering Analyst Analyst \$125	CAD Designer Senior Professional II \$180	CAD Analyst Analyst \$115	
	Hours	Hours	Hours	Hours	Hours	
WSPP Contract Designation -->						
Task 1 - Bidding and Construction Phase Services	59.0	74.0	0.0	0.0	0.0	\$25,405
Total Hours	59.0	74.0	0.0	0.0	0.0	133.0

CITY OF GAINESVILLE
Change Order No. 1
Date: Jun 30, 2023

Project Name: Sweetwater Recreational Trail Phase 2
Location: Sweetwater Preserve Park to Sweetwater Wetlands Park
Consultant: Kimley-Horn and Associates, Inc.
Contract Date: December 5, 2022

Task Assignment No. 1 dated December 5, 2022 for (per Contract with Kimley-Horn and Associates, Inc. for Professional Design Services for Wild Spaces Public Places Projects dated April 30, 2018, as amended) is hereby amended as follows:

1. NATURE OF CHANGES

1.1 CONSULTANT shall perform additional services to include a Wetland Delineation Report as described in the CONSULTANT’S proposal dated May 25, 2023, attached to this Change Order and incorporated as Exhibit A. These additional services result in an increase to the contract price. In the event of any conflicts between the body of this Change Order and Exhibit A, the Change Order will prevail.

2. CHANGES TO CONTRACT PRICE

2.1 These changes result in the following adjustment of Lump Sum Contract Price:

A) Lump Sum Contract Price Prior to this Change Order	\$ 91,210.00
B) Net (Increase) (Decrease) resulting from this Change Order	\$ 5,160.00
C) Lump Sum Current Contract Price including this Change Order	\$ 96,370.00

3. CHANGES TO CONTRACT COMPLETION TIME/DATE


3.1 This change order results in the following adjustment of contract time/date (in calendar days):


A) Original completion date/time	7/31/2023
B) Net (Increase) (Decrease) resulting from previous Change Orders	0 days
C) Net (Increase) (Decrease) resulting from this Change Order	0 Days
D) Current completion time/date including this Change Order	7/31/2023

This Change Order constitutes a change to Task Assignment No. 1, and together with the Agreement for Professional Design Services for WSPP Projects dated April 30, 2018, First Amendment dated March 8, 2021, Second Amendment dated April 2, 2022, and Third Amendment dated December 5, 2022, constitutes the entire contract between the parties. All other terms and conditions of the original Task Assignment No. 1 remain in full force and effect. The adjustments in this Change Order are the entire adjustments in payment and contract time that the CONSULTANT is entitled to for all claims and damages for the cost of work outlined above, including but not limited to, and without conceding that these particular costs are recoverable, payroll costs, costs of materials, subcontractor costs, costs of special consultants (including attorneys), overhead, profits, and delay damages. The CITY shall make payment in accordance with the terms of the Agreement as amended.

CITY OF GAINESVILLE

KIMLEY-HORN AND ASSOCIATES, INC.


Cynthia Curry (Jun 30, 2023 13:29 EDT)


Richard V. Busche (Jun 1, 2023 14:53 CDT)


Cynthia W. Curry, City Manager

Richard V. Busche, Sr. Vice President

Date: Jun 30, 2023

Date: Jun 1, 2023

Approved as to Form and Legality


David C. Schwartz (Jun 29, 2023 15:28 EDT)

Assistant City Attorney

This form Document is a legal instrument approved by the City Attorney. Any deviations from its intended use should be authorized by the City Attorney Standard Contract-Change Order 11/2015.








AMDT-001607 to CONT-003695_PLEASE ADOBE SIGN_2023-23_Kimley-Horn and Associates, Inc - CO #2 to TA #1_Additional services to include bidding and construction phase services for WSPP


Final Audit Report


2023-09-29


Created:	2023-09-27
By:	Kaela Densford (DensfordK1@cityofgainesville.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAanoXmtwV1Df_bdgRZlftZ3WIKtsVOU


"AMDT-001607 to CONT-003695_PLEASE ADOBE SIGN_2023-23_Kimley-Horn and Associates, Inc - CO #2 to TA #1_Additional services to include bidding and construction phase services for WSPP" History


-  Document created by Kaela Densford (DensfordK1@cityofgainesville.org)
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-  Document emailed to Elizabeth Waite (waiteed@cityofgainesville.org) for signature
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 Agreement completed.
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