

**TASK ASSIGNMENT NO. 2****TITLE: SW 47<sup>th</sup> Avenue Phase 2**

**THIS TASK ASSIGNMENT** is entered into on the 28th day of June, 2023 between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation authorized to do business in Florida (“CONSULTANT”), for services to be performed as described herein and in accordance with the Agreement for Professional Architectural and Engineering Consulting Services, Contract 2018-049-AW, dated September 26, 2018, as amended.

**1. CONTRACT DOCUMENTS AND SCOPE OF PROJECT:** CONSULTANT shall provide professional design services pursuant to the terms and conditions in the following documents:

- a. This Task Assignment
- b. Agreement for Professional Architectural and Engineering Consulting Services dated September 26, 2018, and First Amendment dated April 5, 2022
- c. CONSULTANT’s Proposal dated May 9, 2023, attached hereto and incorporated as Exhibit A

In the event of conflict or inconsistency between the foregoing documents, the order of precedence for interpretation shall be the order in which the documents are listed above.

**2. BACKGROUND:** The CITY intends to construct a multi-use trail between NW 34th Street (SR 121) and SW 40th Place. The ±0.7-mile trail alignment will be located within the northern limits of SW 47<sup>th</sup> Avenue right-of-way and within the existing utility easement that runs parallel with the northern property line of the Hideaway (apartments). The typical trail section will consist of a 10’ wide asphalt pavement section, 4’ stabilized grass shoulders, and associated drainage infrastructure. The section will be modified along the existing paved portion of SW 47th Ave to potentially include curb and gutter, retaining walls, and railings. The CITY will facilitate all community engagement necessary for this project. It is anticipated that this project will require a Neighborhood Workshop as part of the Intermediate Development Review permitting process.

Professional design and engineering services are needed for this project, to include producing complete construction drawings for the above for bidding purposes. The CONSULTANT will lead coordination efforts with the County, Gainesville Regional Utilities staff and permitting entities during the design and permitting process. The CONSULTANT will provide civil engineering and permitting services in support of this project as detailed in Exhibit A.

**3. PROJECT SCHEDULE:** The design and permitting work under this Task Assignment shall be performed and completed within nine (9) months from execution of the Task Assignment, with additional time to be added to the contract for procurement assistance and construction administration (when those timelines are known). The parties agree that time is of the essence in the performance of this Task Assignment.

**4. COMPENSATION:** CITY shall pay the CONSULTANT a fixed amount of One-Hundred Twenty-Nine Thousand Seven Hundred Sixty-Five Dollars (\$129,765.00) for the full and faithful completion of this Task Assignment in accordance with the price breakdown in Exhibit A and in accordance with the payment terms in the Professional Services Agreement. There shall be no reimbursable expenses or other charges for the scope of work in Exhibit A.

**5. DELIVERABLES:** Per the attached Proposal – Exhibit A.


**6. SPECIAL PROVISIONS:** The CITY’s Project Manager will be Betsy Waite, P.E., waiteed@cityofgainesville.org or 352-393-8187 and the CONSULTANT’s Project Manager will be David Sowell, P.E., David.Sowell@kimley-horn.com or 352-415-1897.

**IN WITNESS WHEREOF**, the parties hereto have executed this Task Assignment on the day first above written.

CITY OF GAINESVILLE

KIMLEY-HORN AND ASSOCIATES, INC.

  
Cynthia W. Curry (Jun 28, 2023 17:10 EDT)

  
Richard V Busche (Jun 6, 2023 08:20 EDT)

Cynthia W. Curry, City Manager

Richard V. Busche, Sr. Vice President

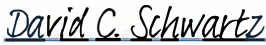
Jun 28, 2023

Jun 6, 2023

Date

Date

Approved as to Form and Legality:

  
David C. Schwartz (Jun 26, 2023 14:59 EDT)

Assistant City Attorney



May 9, 2023

Ms. Betsy Waite, PE  
Director – Wild Spaces Public Places  
City of Gainesville  
Wild Spaces & Public Places  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601-6826

Re: ***Proposal for SW 47<sup>th</sup> Ave Trail***

Dear Ms. Waite:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this fee proposal (“Proposal”) to The City of Gainesville (“Client” or “City”) for providing engineering and permitting services for the SW 47<sup>th</sup> Avenue Trail. This Proposal was prepared in accordance with the terms of the Agreement for Professional Architectural and Engineering Consulting Services between the City of Gainesville and Kimley-Horn executed on September 26, 2018, subject to subsequent amendments and extensions.

### ***Project Understanding***

The Client intends to construct a multi-use trail between NW 34<sup>th</sup> Street (SR 121) and SW 40<sup>th</sup> Place. The ±0.7-mile trail alignment will be located within the northern limits of SW 47<sup>th</sup> Avenue right-of-way and within the existing utility easement that runs parallel with the northern property line of the Hideaway (apartments). The typical trail section will consist of a 10' wide asphalt pavement section, 4' stabilized grass shoulders, and associated drainage infrastructure. The section will be modified along the existing paved portion of SW 47<sup>th</sup> Ave to potentially include curb and gutter, retaining walls, and railings.

SW 47<sup>th</sup> Ave is expected to be extended along the same corridor as the trail. The trail design will attempt to avoid conflicts with the future roadway. However, the portion of the trail between the end of SW 47<sup>th</sup> Ave and the Hideaway may require reconstruction with the roadway.

The trail will not be intended for nighttime use thus lighting is not required. Access controls (fencing, manual gates, bollards) are required to prevent undesired use of the trail. Maintenance access for the utility owners is required to be incorporated into the trail design. Landscape and hardscape design is not required. Water fountains and similar amenities are not required. Wayfinding signage will be designed by the Client.

The primary design criteria for the trail will be the Gainesville Regional Utilities (GRU) Energy Delivery Service Guide and the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways – 2018 Edition (Florida Greenbook).

The Client will be contracting directly with a land surveyor and geotechnical engineer to complete this project. Kimley-Horn will coordinate with the Client’s consultants as needed.

Kimley-Horn will provide engineering and permitting services based upon this understanding as outlined in the scope of services, below.

## ***Scope of Services***

### **Task 1 – Permitting**

Kimley-Horn will apply for the development permits listed below. Up to 2 responses to reasonable and typical questions from the authorities having jurisdiction (AHJ) will be made. Permits cannot be guaranteed due to uncontrollable human factors and politics that tend to influence land development permits. The following permits will be pursued under this task:

1. City of Gainesville Development Order (Intermediate Review) – Intermediate development review is required for projects that generate 20,000-50,000 sf of impervious area. The development order for this level of review is issued at the staff level by the Development Review Director unless a variance is requested. A First Step Meeting and a Neighborhood Workshop are required prior to the initial application submittal.
2. St. Johns River Water Management District (SJRWMD) Environmental Resource Permit Modification (for SW 47<sup>th</sup> Ave portion) and Exemption (for remainder)
3. GRU Utility Connection Permit (UCP)
4. FDOT Drainage Connection Permit
5. The following engineering reports and calculations will be produced with this task:
  - a) Drainage design report
6. The following meetings are included in this task:
  - a) 2 site meetings
  - b) 30% and 90% progress review meetings (virtual)
  - c) SJRWMD pre-application meeting (virtual)
  - d) City of Gainesville First Step Meeting (virtual)
  - e) GRU pre-application meeting (virtual)
  - f) 1 post-submittal meeting with City staff (virtual)
  - g) 1 post-submittal meeting with SJRWMD (virtual)
  - h) 1 post-submittal meeting with GRU (virtual)
  - i) 2 general purpose meetings or conference calls

### Task 2 – Construction Plans

Kimley-Horn will develop 100% civil construction plans. This task will be delivered in 30% and 90% phases for Client review and input prior to proceeding with 100% for bid plans. The general composition of the plans includes the following sheets:

1. Cover sheet
2. General notes sheet
3. Quantities sheet
4. Overall alignment plan
5. Demolition plan
6. Geotechnical sheet (information provided by Client)
7. Typical section sheet
8. Plan and profile sheets
9. Off-alignment grading and dimensioning sheets
10. Cross sections sheets
11. General detail sheet
12. Stormwater retention pond grading and detail sheets
13. Utility detail sheet
14. Stormwater pollution prevention plan and details

### Task 3 – Bidding and Construction Phase Services

Kimley-Horn will provide administrative support to the Client during the bidding, construction, and closeout phases. For this Task we assumed a defined quantity of site visits as noted below. Work additional to that frequency would be considered an Additional Service.

- A. The specific sub-tasks covered include:
  - a) *Pre-Bid Conference* – Kimley-Horn will attend a Pre-Bid Conference
  - b) *Pre-Construction Conference* - Kimley-Horn will attend a Pre-Construction Conference.
  - c) *Owner/Engineer/Contractor (aka OEC or OAC) Meetings, Periodic Visits to Site, Observation of Construction* - Kimley-Horn will make up to 20 periodic visits to observe the progress of the work or attend scheduled meetings. 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 informed of the general progress of the work.
  - d) 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.

- e) *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.
- f) *Clarifications and Interpretations* - Kimley-Horn will respond to reasonable and appropriate Contractor requests for information (RFI) and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- g) *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.
- h) *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.
- 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) *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.
- k) *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.
- l) *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.

- m) *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:
- a. FDOT
  - b. City of Gainesville
  - c. GRU
  - d. SJRWMD

### ***Additional Services***

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Traffic studies or traffic impact analysis (all modes of transportation)
2. Landscape, hardscape, irrigation, non-regulatory signs, and amenity design
3. Fence and access control design (other than standard chain link fence and bollards)
4. Subsurface utility locating
5. Environmental assessments
6. Unsuitable soil remediation plans
7. Underdrain design
8. Retaining wall and other structural design (other than walls standard to the FDOT Index)
9. Temporary traffic control plans
10. Cost estimating
11. Permit closeout and releases
12. Design exceptions or variances

## **Client Responsibilities**

The Client will be responsible for providing the following information:

1. Geotechnical information
2. Standard details and specifications for maintenance stock items (bollards, locks, receptacles, etc)
3. Public outreach and mandatory neighborhood workshops including associated scheduling, advertising, noticing, and documentation.
4. Permit and impact fees

## **Schedule**

A preliminary schedule is included as Exhibit B.

## **Fee and Expenses**

Kimley-Horn will perform the Scope of Services for the lump sum shown below. A breakdown of tasks are shown in the attached Exhibit A – Labor Estimate.

<b>Task Description</b>	<b>Fees</b>
Task 1 – Permitting	Lump Sum \$22,745.00
Task 2 – Construction Plans	Lump Sum \$82,995.00
Task 3 – Bidding and Construction Phase Services	Lump Sum \$24,025.00

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: David C. Sowell, P.E.  
Project Manager



Chris D. Towne, P.E.  
Assistant Secretary

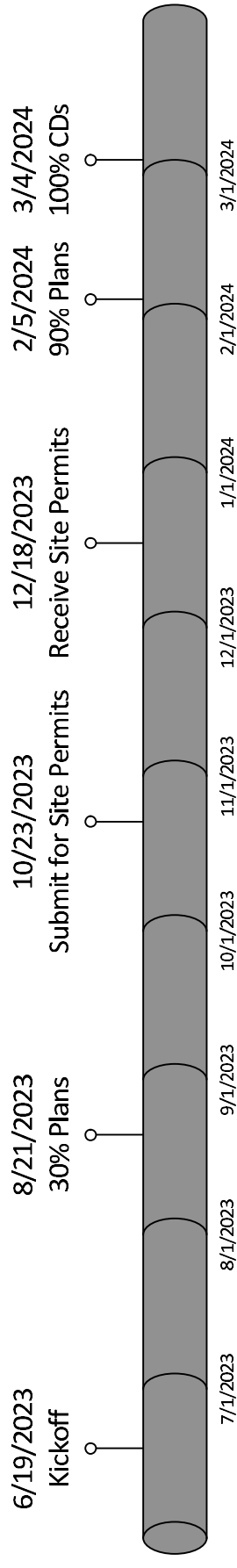
Attachments: Exhibit A – Labor Estimate, Exhibit B – Preliminary Schedule



Exhibit A - Labor Estimate  
 Project Name: Wild Spaces Public Places - SW 47th Ave Trail  
 Date: 5/8/2023

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	
Task 1 - Permitting	32.0	64.0	45.0	0.0	\$22,745.00
Task 2 - Construction Plans	42.0	130.0	104.0	50.0	\$82,995.00
Task 3 - Bidding and Const. Ph. Services	75.0	35.0	0.0	0.0	\$24,025.00
<b>Total Hours</b>	<b>149.0</b>	<b>229.0</b>	<b>149.0</b>	<b>50.0</b>	<b>\$129,765.00</b>

# SW 47<sup>th</sup> Ave Trail





May 9, 2023

Ms. Betsy Waite, PE  
Director – Wild Spaces Public Places  
City of Gainesville  
Wild Spaces & Public Places  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601-6826

Re: ***Proposal for SW 47<sup>th</sup> Ave Trail***

Dear Ms. Waite:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this fee proposal (“Proposal”) to The City of Gainesville (“Client” or “City”) for providing engineering and permitting services for the SW 47<sup>th</sup> Avenue Trail. This Proposal was prepared in accordance with the terms of the Agreement for Professional Architectural and Engineering Consulting Services between the City of Gainesville and Kimley-Horn executed on September 26, 2018, subject to subsequent amendments and extensions.

### ***Project Understanding***

The Client intends to construct a multi-use trail between NW 34<sup>th</sup> Street (SR 121) and SW 40<sup>th</sup> Place. The ±0.7-mile trail alignment will be located within the northern limits of SW 47<sup>th</sup> Avenue right-of-way and within the existing utility easement that runs parallel with the northern property line of the Hideaway (apartments). The typical trail section will consist of a 10' wide asphalt pavement section, 4' stabilized grass shoulders, and associated drainage infrastructure. The section will be modified along the existing paved portion of SW 47<sup>th</sup> Ave to potentially include curb and gutter, retaining walls, and railings.

SW 47<sup>th</sup> Ave is expected to be extended along the same corridor as the trail. The trail design will attempt to avoid conflicts with the future roadway. However, the portion of the trail between the end of SW 47<sup>th</sup> Ave and the Hideaway may require reconstruction with the roadway.

The trail will not be intended for nighttime use thus lighting is not required. Access controls (fencing, manual gates, bollards) are required to prevent undesired use of the trail. Maintenance access for the utility owners is required to be incorporated into the trail design. Landscape and hardscape design is not required. Water fountains and similar amenities are not required. Wayfinding signage will be designed by the Client.

The primary design criteria for the trail will be the Gainesville Regional Utilities (GRU) Energy Delivery Service Guide and the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways – 2018 Edition (Florida Greenbook).

The Client will be contracting directly with a land surveyor and geotechnical engineer to complete this project. Kimley-Horn will coordinate with the Client's consultants as needed.

Kimley-Horn will provide engineering and permitting services based upon this understanding as outlined in the scope of services, below.

**Scope of Services****Task 1 – Permitting**

Kimley-Horn will apply for the development permits listed below. Up to 2 responses to reasonable and typical questions from the authorities having jurisdiction (AHJ) will be made. Permits cannot be guaranteed due to uncontrollable human factors and politics that tend to influence land development permits. The following permits will be pursued under this task:

1. City of Gainesville Development Order (Intermediate Review) – Intermediate development review is required for projects that generate 20,000-50,000 sf of impervious area. The development order for this level of review is issued at the staff level by the Development Review Director unless a variance is requested. A First Step Meeting and a Neighborhood Workshop are required prior to the initial application submittal.
2. St. Johns River Water Management District (SJRWMD) Environmental Resource Permit Modification (for SW 47<sup>th</sup> Ave portion) and Exemption (for remainder)
3. GRU Utility Connection Permit (UCP)
4. FDOT Drainage Connection Permit
5. The following engineering reports and calculations will be produced with this task:
  - a) Drainage design report
6. The following meetings are included in this task:
  - a) 2 site meetings
  - b) 30% and 90% progress review meetings (virtual)
  - c) SJRWMD pre-application meeting (virtual)
  - d) City of Gainesville First Step Meeting (virtual)
  - e) GRU pre-application meeting (virtual)
  - f) 1 post-submittal meeting with City staff (virtual)
  - g) 1 post-submittal meeting with SJRWMD (virtual)
  - h) 1 post-submittal meeting with GRU (virtual)
  - i) 2 general purpose meetings or conference calls

### Task 2 – Construction Plans

Kimley-Horn will develop 100% civil construction plans. This task will be delivered in 30% and 90% phases for Client review and input prior to proceeding with 100% for bid plans. The general composition of the plans includes the following sheets:

1. Cover sheet
2. General notes sheet
3. Quantities sheet
4. Overall alignment plan
5. Demolition plan
6. Geotechnical sheet (information provided by Client)
7. Typical section sheet
8. Plan and profile sheets
9. Off-alignment grading and dimensioning sheets
10. Cross sections sheets
11. General detail sheet
12. Stormwater retention pond grading and detail sheets
13. Utility detail sheet
14. Stormwater pollution prevention plan and details

### Task 3 – Bidding and Construction Phase Services

Kimley-Horn will provide administrative support to the Client during the bidding, construction, and closeout phases. For this Task we assumed a defined quantity of site visits as noted below. Work additional to that frequency would be considered an Additional Service.

- A. The specific sub-tasks covered include:
  - a) *Pre-Bid Conference* – Kimley-Horn will attend a Pre-Bid Conference
  - b) *Pre-Construction Conference* - Kimley-Horn will attend a Pre-Construction Conference.
  - c) *Owner/Engineer/Contractor (aka OEC or OAC) Meetings, Periodic Visits to Site, Observation of Construction* - Kimley-Horn will make up to 20 periodic visits to observe the progress of the work or attend scheduled meetings. 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 informed of the general progress of the work.
  - d) 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.

- e) *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.
- f) *Clarifications and Interpretations* - Kimley-Horn will respond to reasonable and appropriate Contractor requests for information (RFI) and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- g) *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.
- h) *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.
- 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) *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.
- k) *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.
- l) *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.

- m) *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:
- a. FDOT
  - b. City of Gainesville
  - c. GRU
  - d. SJRWMD

### **Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Traffic studies or traffic impact analysis (all modes of transportation)
2. Landscape, hardscape, irrigation, non-regulatory signs, and amenity design
3. Fence and access control design (other than standard chain link fence and bollards)
4. Subsurface utility locating
5. Environmental assessments
6. Unsuitable soil remediation plans
7. Underdrain design
8. Retaining wall and other structural design (other than walls standard to the FDOT Index)
9. Temporary traffic control plans
10. Cost estimating
11. Permit closeout and releases
12. Design exceptions or variances

## Client Responsibilities

The Client will be responsible for providing the following information:

1. Geotechnical information
2. Standard details and specifications for maintenance stock items (bollards, locks, receptacles, etc)
3. Public outreach and mandatory neighborhood workshops including associated scheduling, advertising, noticing, and documentation.
4. Permit and impact fees

## Schedule

A preliminary schedule is included as Exhibit B.

## Fee and Expenses

Kimley-Horn will perform the Scope of Services for the lump sum shown below. A breakdown of tasks are shown in the attached Exhibit A – Labor Estimate.

<i>Task Description</i>	<i>Fees</i>
Task 1 – Permitting	Lump Sum \$22,745.00
Task 2 – Construction Plans	Lump Sum \$82,995.00
Task 3 – Bidding and Construction Phase Services	Lump Sum \$24,025.00

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: David C. Sowell, P.E.  
Project Manager



Chris D. Towne, P.E.  
Assistant Secretary

Attachments: Exhibit A – Labor Estimate, Exhibit B – Preliminary Schedule



Exhibit A - Labor Estimate  
 Project Name: Wild Spaces Public Places - SW 47th Ave Trail  
 Date: 5/8/2023

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	
Task 1 - Permitting	32.0	64.0	45.0	0.0	\$22,745.00
Task 2 - Construction Plans	42.0	130.0	104.0	50.0	\$82,995.00
Task 3 - Bidding and Const. Ph. Services	75.0	35.0	0.0	0.0	\$24,025.00
<b>Total Hours</b>	<b>149.0</b>	<b>229.0</b>	<b>149.0</b>	<b>50.0</b>	<b>\$129,765.00</b>

# SW 47<sup>th</sup> Ave Trail

