

INDIVIDUAL PROJECT ORDER NUMBER 2022-03

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Ocala (the "City") in accordance with the terms of the submitted Master Proposal for Continuing Professional Services incorporated herein by reference.

Identification of Project:

Project: Union Station - SunTran Restroom and Kiosk Site Plan

Client: City of Ocala

Project Understanding:

The City's SunTran Station is located at 501 NE 1st Avenue in Ocala, Florida. The proposed construction is a 1000± sf building facility that includes a restroom for the public and City employees as well as a ticketing booth (Kiosk). The proposed facility is located in an existing paved parking lot serving SunTran Downtown Transfer Station. With the above in mind, we have prepared the following scope of services.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Conceptual Plan

- A. Kimley-Horn will prepare a Conceptual Site Plan with a proposed 1000± sf building. Based on the information we have gathered to date from the City, the location of this building is to be on the most southern existing bus parking as shown on the attached **Exhibit A**. The bus parking will need to be relocated as applicable and as directed by the City. Kimley-Horn will revise the layout plan one time in response to review comments from the Client. Kimley-Horn will attend one progress meeting with City of Ocala Staff to discuss the project.

Task 2 - Surveying Services

Kimley-Horn will procure the following survey services through Echezabal and Associates, Inc., a subconsultant. The limits of the survey services will be as described on the attached subconsultant scope of services.

- A. Surveyor will establish horizontal and vertical points.
 - 1) State Plan Coordinates (Florida west zone)
 - 2) Vertical datum – NAVD-88
- B. Surveyor will provide a boundary survey.
- C. Surveyor will provide a topographic survey with the following:
 - 1) Topography with 100' overlap, 1' contour intervals, and spot elevations
 - 2) Locations of existing improvements and visible utilities
 - 3) Locations of trees 4" or larger within boundary.

Task 3 – Architectural Plans

Kimley-Horn will procure the following architectural services through ACAI Associates, Inc., a subconsultant, as described in attached fee proposal.

- A. Design Services
- B. Post Design Services

Task 4 – Mechanical, Engineering, Plumbing (MEP) Engineering Services

Kimley-Horn will procure the following MEP services through VoltAir Consulting Engineers, Inc., a subconsultant, as described in attached fee proposal.

- A. Design HVAC system for interior spaces.
- B. Design lighting, lighting controls, and power distribution.
- C. Design Plumbing systems for bathrooms.
- D. Design raceway need for low voltage system.

Task 5 – Civil Site Design and Permitting

- A. Kimley-Horn will prepare civil engineering infrastructure plans for the Project improvements. The plans will assume a single phase of construction activities.
- B. Kimley-Horn will prepare an application to the City of Ocala for minor site plan approval. Materials needed for application to the City that are outside of Kimley-Horn's scope of services will be provided by the Client.
- C. Kimley-Horn will provide responses to up to two rounds of comments from City staff regarding the construction plan application.
- D. Kimley-Horn will prepare one Exemption Application to the St. Johns River Water Management District (SJRWMD) and respond to one review comment letter.
- E. Kimley-Horn will prepare one set of final site plans and permits for delivery to the Client. This Agreement does not include bid packages or bid administration, but these can be provided as an Additional Service if requested by the Client.

Task 6 – Limited Construction Phase Services

During construction of the Project Kimley-Horn will provide the construction phase services specifically stated below. This scope assumes that the City will assign a full time construction project manager from their staff that will oversee the day-to-day management of the project during construction.

- A. *Pre-Construction Conference.* Kimley-Horn will attend a Pre-Construction Conference prior to commencement of construction activity.
- B. *Visits to Site and Observation of Construction.* Kimley-Horn will make up to eight (4) visits as directed by Client in order 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.
- C. 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. *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.
- E. *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.
- F. *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.
- G. *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.
- F. 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 Ocala

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement, though they can be provided upon request of the Client and execution of a contract amendment:

- 1. Signage design
- 2. Traffic Study
- 3. Off-site improvements design & permitting
- 4. Geotechnical Engineering
- 5. Landscape architecture services beyond the "code minimum" requirements
- 6. Construction phase support beyond the scope described above
- 7. Any professional design service not specifically described in the above scope of services is not included in this Agreement.

ADDITIONAL SERVICES

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

RESPONSIBILITIES OF THE CITY

In addition to other responsibilities set out in this IPO, the City shall:

1. Provide available documents or plans related to the SunTran Station to aid analysis and development of recommendations and construction plans.
2. Provide access to the project area.

SCHEDULE

Kimley-Horn will begin services upon receipt of an executed IPO. This authorization can be in the form of an email from the City Engineer. The above services will be provided as expeditiously as practicable to meet a mutually agreed upon schedule.

FEE AND EXPENSE

Kimley-Horn will complete the above scope of services for the lump sum fees detailed below, inclusive of office overhead expenses. The cost for services is provided in Table A and a breakdown of fee by task is as follows:

<i>Task Description</i>	<i>Lump Sum Fee</i>
Task 1 – Concept Plan	
Task 2 – Surveying Services	
Task 3 – Architectural Plans	
Task 4 – MEP Engineering Services	
Task 5 – Civil Site Design and Permitting	
Task 6 – Limited Construction Phase Services	
Total:	\$145,088.57

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided. Approval from the City shall be required for all invoiced travel expenses and meetings.

Attachments: EXHIBIT A; TABLE A; ACAI Associates, Inc. Proposal/Fee, Echezabal and Associates, Inc. Proposal/Fee; Voltair, Inc. Proposal/Fee

ACCEPTED:

THE CITY OF OCALA, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

By:  _____

Richard V. Busche, PE

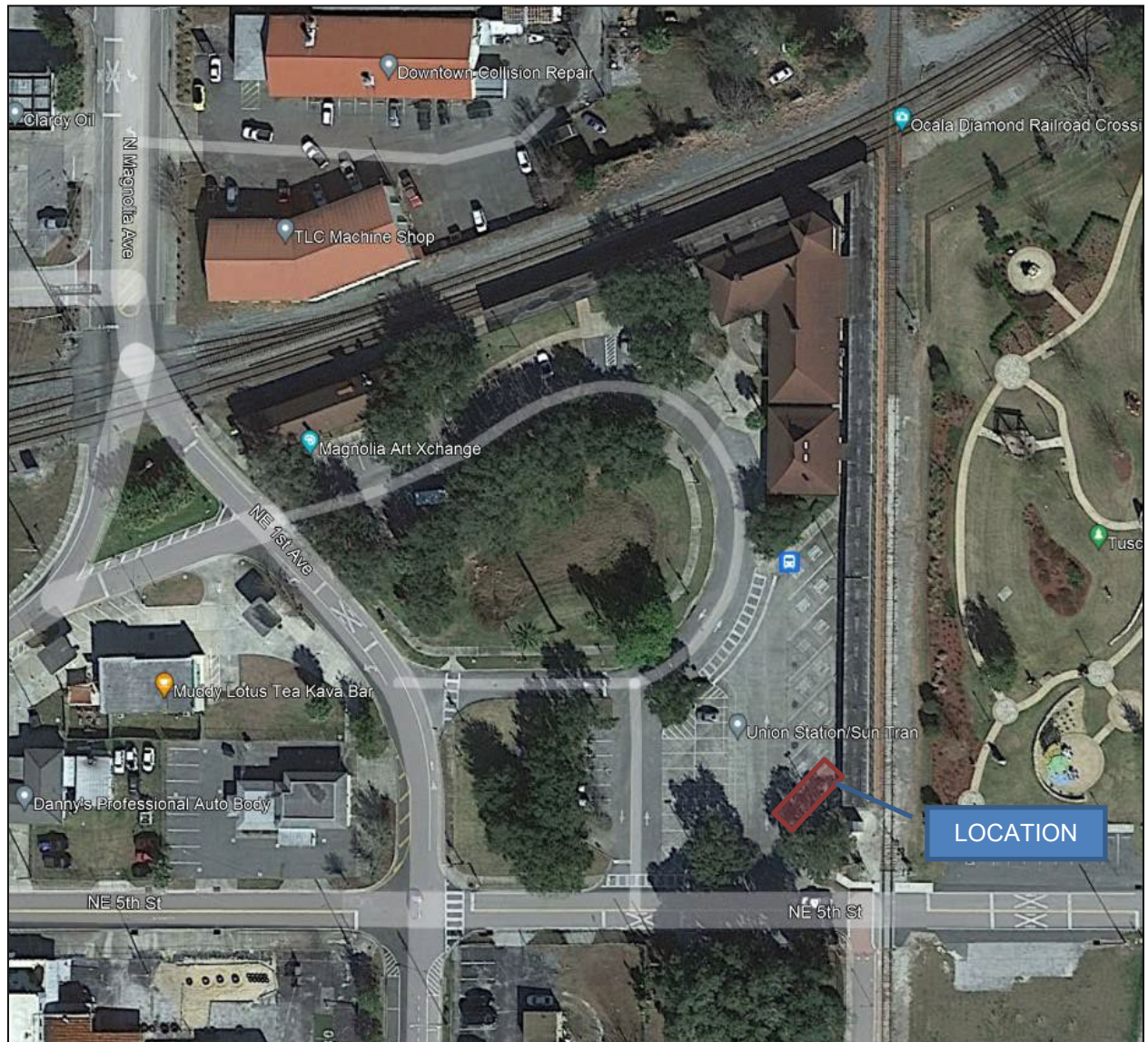
Title: _____

Title: Senior Vice President

Date: _____

Date: January 20, 2022

EXHIBIT A





**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT: UNION STATION SITE PLAN
CLIENT: CITY OF OCALA

SHEET: 1 of 1
DATE: JAN 2022

		DIRECT LABOR (MAN-HOURS)									
		Chief Engineer 1	Chief Engineer 2	Senior Planner	Engineer 1	Chief Designer	Engineering Intern	Secretary/ Clerical	LABOR HOURS	SUB (\$)	LABOR TOTAL
NO.	DESCRIPTION	\$ 308.47	\$ 336.76	\$ 198.76	\$ 164.64	\$ 170.09	\$ 124.70	\$ 93.96			
1	Concept Plan	4	1	4	10	4	8	2	33.0		
2	Surveying Services	1	1	4	6	4	10	2	28.0	\$ 13,800.00	
3	Achitectural Plans	10	4	10	10	8	10	4	56.0	\$ 45,500.00	
4	MEP Engineering Services	4	1	4	4		10	4	27.0	\$ 18,726.00	
5	Civil Site Design and Permitting	8	8	4	30	40	40	10	140.0		
6	Construction Phase Services	8	8	4	8	4	60	20	112.0		
		35	23	30	68	60	138	42			
		\$10,796.45	\$7745.48	\$5,962.80	\$11,195.52	\$10,205.40	\$17,208.60	\$3,946.32			\$67,062.57
SUB TOTAL:										\$ 78,026.00	\$ 67,062.57
GRAND TOTAL:										\$ 145,088.57	

January 7, 2022

Via e-mail: Ryan.Suarez@kimley-horn.com

Ryan Suarez, AICP
Kimley-Horn
655 North Franklin Street, Suite 150
Tampa, FL 33602

Re: Suntran Restroom/Customer Service Kiosk
City of Ocala, Florida
ACAI Project No. SA2452.01

Dear Ryan:

As requested, ACAI Associates, Inc. (ACAI) is pleased to provide you with the following proposal for Design and Post Design Services related to the development of Architectural and Structural plans for a new, approximately 1,000 SF, restroom/ customer service building located at Suntran/Union Station, 501 NE 1st Ave., Ocala, FL- the Project.

It is our understanding the new facility is to include 1 restroom for staff and 2 restrooms for the public along with a customer service area for ticket sales. We also understand the services to be provided include Architectural and Structural only and that all other disciplines will be provided by others.

Design Services

\$25,000

- Obtain site survey from KHA identifying the specific location for the new building.
- Develop 30% plans for review and comment by the Owner
- Complete 100% plans and specifications for permitting and bidding.
- Coordinate with MEP, Structural and Civil Engineering provided by KHA.
- Coordinate the design of the new building including the selection of interior finishes and paint colors with the Owner.

Post Design Services

\$18,500

Permitting and Bidding

- Provide plans to the client for bidding and permitting
- Respond to Building Department comments
- Respond to RFI's from contractors
- Review bids received from contractors

Services during Construction

- Review Shop Drawings – includes (1) initial review and (1) resubmittal
- Respond to RFI's
- Site visits- up to (4) site visits that includes (1) punch list walkthrough at Substantial Completion

Ryan Suarez, AICP
KIMLEY-HORN
Suntran AMF Renovation
ACAI Project No. SA2452.01
January 7, 2022

Expenses (Allowance)

\$ 2,000

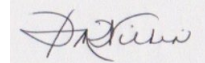
Qualifications

- Services include Architectural and Structural only.
- Plans to be submitted at 30% completion for review and approval by the client and at 100% for plan review/permitting.
- Consulting services beyond the scope of work identified herein including attending meetings related to public hearings, planning and zoning, environmental impact assessments, etc are excluded.
- Order of magnitude cost estimates are not included.

Our Lump Sum fee for the above scope of work is **Forty Five Thousand Five Hundred Dollars (\$45,500.00)** which includes an allowance of \$2,000.00 to cover any expenses including travel and printing.

We appreciate the opportunity to work with you on this project. Should you find this proposal acceptable, please provide the necessary authorization to proceed.

Sincerely,
ACAI ASSOCIATES, INC.



Donald Wilkin, RA
Sr. Principal

DMW/dw

Cc: File – ACAI Associates, Inc./JS

S:\Sales\Sales Folders\SA2452 OcalaTransit-Related Design Services\Potential Task Assignment\Bathroom-Kiosk\Suntran Restroom-Kiosk Building Fee Prpsl 1.7.22.docx



ECHEZABAL & ASSOCIATES, INC.

Surveying & Mapping

108 W. Country Club Drive
2430 Estancia Blvd., Suite 202
1609 S. S.R. 15-A, Suite 7

Tampa, FL 33612
Clearwater, FL 33761
Deland, FL 32720

Phone: 813-933-2505
Phone: 727-796-8740
Phone: 386-736-1030

December 9, 2021

Mr. Ryan Suarez, AICP
Kimley-Horn
655 North Franklin St., Suite 150
Tampa, FL 33602

**RE: City of Ocala SunTran Union Train Station
City of Ocala 25 Bus Stop Locations City Wide**

Ryan,

Thank you for the opportunity to submit a proposal for the above referenced projects. As per your email dated December 2, 2021, the exhibit shown within, and our tel-con December 9, 2021, we understand the scope of services and below is the fee schedule and services we will provide:

Survey Scope SunTran Union Train Station:

1. Topographic and Boundary Survey to be performed to "Standards of Practice" for land surveying in the State of Florida per F.A.C. Chapter 61-G-17.006.
2. Limits of survey will be as shown on attached Exhibit.
3. Provide location of all existing improvements and show on map of survey (including poles, building, curbs, paving, concrete slabs, storm inlets, manholes, etc.) within specified site area. Above ground evidence of utilities to be located within specified project area and shown on map of survey.
4. Locate storm structures and waste water manholes and obtain invert information.
5. Provide a drawing file (Civil 3D) and signed and sealed copies of the topographic survey.

Lump Sum fee: \$ 13,800.00.

Survey Scope 25 Bus stop locations:

1. Topographic Survey to be performed to "Standards of Practice" for land surveying in the State of Florida per F.A.C. Chapter 61-G-17.006.
2. Limits of survey as per exhibits or plans, from right of way to right of way.
3. Provide location of all existing improvements and show on map of survey (including poles, building, curbs, paving, concrete slabs, storm inlets, manholes, etc.) within specified site area. Storm drainage info will be included.
4. Above ground evidence of utilities to be located within specified project area and shown on map of survey.
5. Locate storm structures and obtain invert information.
6. Obtain ground elevations on 50' grid and grade- breaks. Elevations to be referred to NAVD 1988 datum.
7. Obtain sufficient right of way information and depict on topographic survey.
8. Provide a drawing file (Civil 3D) and signed and sealed copies of the topographic survey.

The fee for Each bus stop location will be \$ 2700.00 each for a total **Lump Sum fee of \$67,500.00.**

Miscellaneous Engineering Design Surveys:

1. Obtain additional survey information as needed for out-of-scope design needs.

Lump Sum fee of \$4000.00.

If you have any questions or concerns, please, do not hesitate to give me a call or email.

Respectfully,

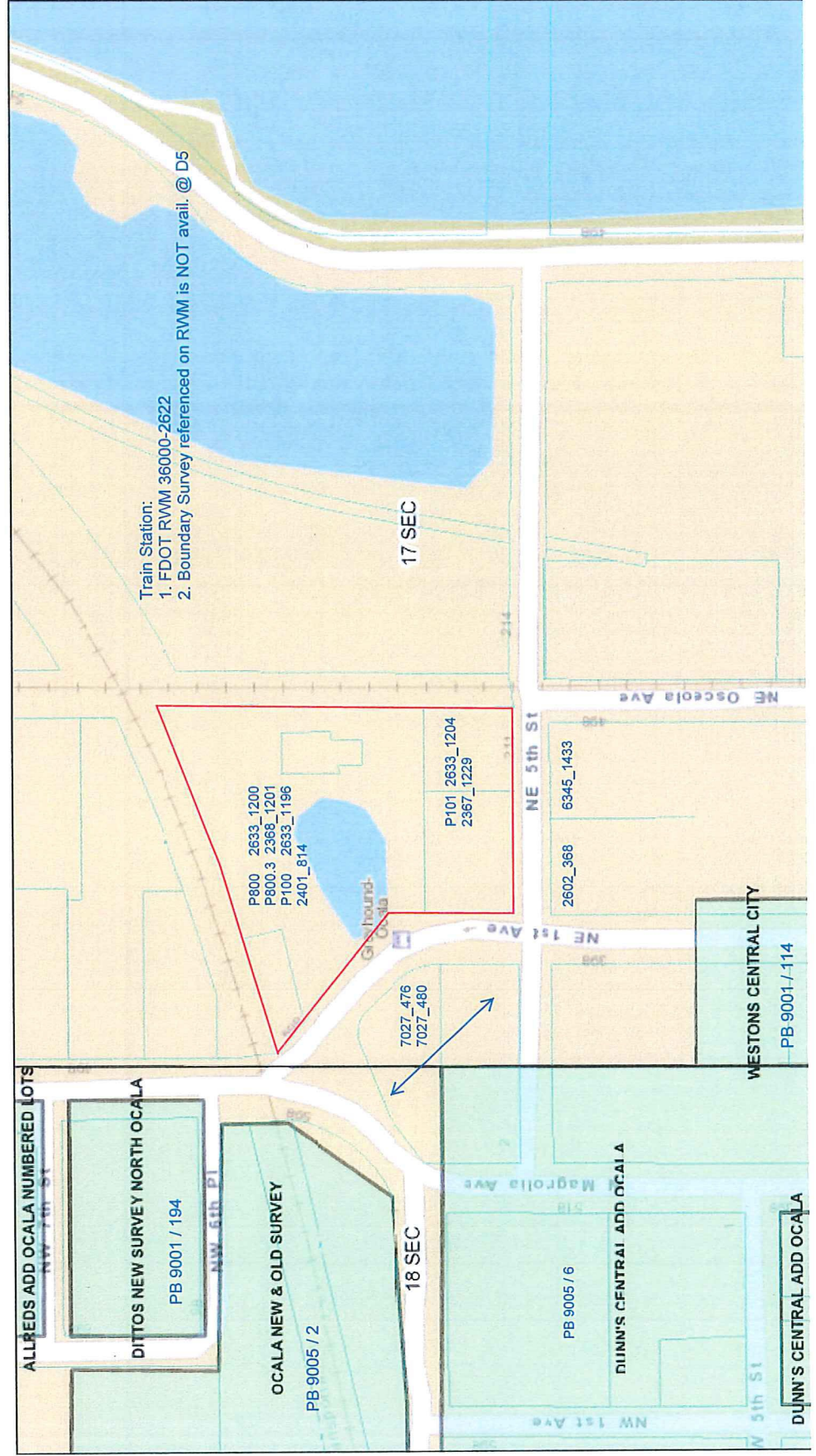
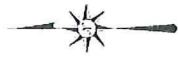
Stephen Tate, PSM, President

Ph: 813-933-2505

E: state@echezabal.com

21064.01 City of Ocala SunTran Union Train Station

17-15-22





January 7, 2022

VIA E-mail: Ryan.Suarez@kimley-horn.com

Ryan Suarez

655 North Franklin Street, Suite 150,

Tampa, FL 33602

Project: Restroom Facility and Customer Service Kiosk

Subject: MEPT Engineering Services

Ryan:

VoltAir, Inc. (VoltAir) is pleased to submit the following fee proposal to provide mechanical, electrical, plumbing, Technology engineering design and construction administration services for the above referenced project.

BASIS OF PROPOSAL

Our proposal is based on your December 23, 2021 email to us, which provided project summary and project location. Included in our scope of work is the following:

New bathroom facility and customer service kiosk approximately 1000 sq/ft;

- Design HVAC system for interior spaces.
- Design lighting, lighting controls and power distribution.
- Design Plumbing systems for bathrooms.
- Design raceway need for low voltage system.

SCOPE OF BASIC SERVICES

VoltAir's scope of basic services will include all engineering services as described above in BASIS OF PROPOSAL and as such engineering services are required to perform the Project Phase deliverables described below.

1. 90% Construction Documents
2. 100% Construction Documents
3. Construction Administration

All of the above design phases will include all or part of the following engineering effort as is appropriate to the level of detail and analysis that is required of the particular design phase.

- The mechanical, electrical and plumbing (MEP) construction documents indicating the required work will include coversheet(s), plan layouts, schedules, diagrams, details, and risers. These construction documents will be suitable for permitting of the work and will provide the level of detail required to perform the work. Specifications in "book" format or on the drawings will be included with these construction documents
- Mechanical engineering services will consist of the design for the heating, ventilation and air conditioning (HVAC) systems within building, including load calculations, equipment selections, schedules, controls, drawings and specifications.
- Electrical engineering services will consist of the design for the power and lighting systems associated with building, including load calculations, riser diagrams, luminaire schedule, drawings and specifications.
- Plumbing engineering services will consist of the design for the plumbing systems within building, including load calculations, drawings, schedules and specifications.
- Information Technology, limited to raceway for low voltage systems.
- Construction Administration (CA) services will include: responses to RFIs, shop drawing reviews and Final Completion observation visit. Additional site visits if required will be billed hourly as an additional service.



Services not part of the Basic Scope of Services include, but are not limited to, the following:

- Fire protection engineering services.
- Fire alarm engineering services.
- Utility power distribution design.
- Site lighting design.
- Design for multiple phases of construction.
- Significant revisions to documents after first submission that will result in redesign expenses.
- Lighting systems commissioning. This is available as an Additional Service from VoltAir or by an independent third-party Commissioning Authority (CxA).
- Detailed or binding cost estimates.
- Electrical coordination study or Arc Flash Analysis. This is available as an Additional Service.
- Document reproduction beyond those required for in-house coordination and submittals
- LEED Design and Consulting Services or online template documentation. No services are included in this proposal to provide any services necessary to perform any project work to comply with LEED requirements for the purposes of obtaining any LEED certification. If at any time beginning with acceptance of this proposal a decision should be made by Owner and/or Architect that the Project should be designed to attain any LEED certification, VoltAir will provide such LEED related services as an Additional Service for all or part of those buildings of the Project for which VoltAir is providing MEPF services.
- Site/civil work or surveys related to the exterior MEPF systems that would interface with the new work. This includes lift stations and irrigation well design or controls, (a single point electrical connection to a control panel is included under the basic electrical scope).

OTHER CONDITIONS

Change in Project Scope and Cost:

VoltAir understands that -- as the design is developed in coordination with the entire Architect/Engineer team to improve and further clarify the construction scope -- the final project construction budget may change (with Owner approval) to accommodate an enhanced or lesser scope than the originally anticipated construction budget. If the Owner chooses to provide funding for an enhanced scope of work that significantly exceeds the original scope and construction budget, then any design services provided by VoltAir which are appropriate and/or necessary to accommodate such increase in scope shall be renegotiated between VoltAir and the Client, and compensated to VoltAir as an Additional Service.

Construction Document Specifications: Reference within this proposal to "specifications" and/or "technical specifications" as part of contract document deliverables is intended to mean that VoltAir will provide the technical descriptions of materials, methods, systems and equipment in the format of either (A) CSI formatted specification sections to be issued as part of a Project Manual or (B) as detailed information included on the Drawings in specific drawing sheets designated for this descriptive information. Whether (A) or (B) is provided will be the Client's option.

AutoCAD or Revit:

For electronic document production, VoltAir presumes the Client will provide electronic site/architectural background information (files), which will include demolition and new construction work, a reflected ceiling plan, equipment locations, and all other items required to allow VoltAir to provide a complete and functional design. VoltAir will produce electronic drawing files in AutoCAD or Revit format and assumes background files or Revit models to be in the same format.

ADDITIONAL SERVICES

Additional services, when requested in writing by the Client, shall be performed as a negotiated lump sum fee unless otherwise mutually agreed.

VoltAir shall submit the estimated additional services cost for approval and authorization prior to proceeding with additional services.



FEE

We propose to provide the above-described basic scope of services for a lump sum fee of **Eighteen-Thousand, Seven-Hundred and Twenty-Six Dollar (\$18,726.00)**.

This fee is allotted as follows:

• 90% Construction Documents	\$ 9,572.00
• 100% Construction Documents	\$ 3,298.00
• Construction Administration	\$ 5,856.00
Total:	\$18,726.00

Billing will be aligned with the Client's phases and percentages as outlined in the Client's agreement with the Owner with such agreement being provided to VoltAir for compliance. If this directive is not given to VoltAir, then other mutually agreed protocol will be followed; otherwise, billing will be monthly based upon percentage of services completed for the appropriate project phase, plus reimbursable expenses. Payment is due within 30 days of receipt of invoice.

EXPENSES, NORMAL AND REIMBURSABLE

Expenses for normal travel between offices, reasonable plotting and printing associated with the design effort and similar routine expenses are included in the fee. Reimbursable expenses in excess of normal expenses will be as an additional service and will include all out of Tampa, Florida city limit travel-related costs, with the exception for the included single site visit, (mileage and meals), plotting and printing (except as required for in-house coordination), courier services, shipping and express mail. Such additional reimbursable expenses will be billed at 1.1 actual costs to account for handling.

If this proposal is acceptable, your signature below will confirm our authorization to proceed. Please retain one copy and return one copy to VoltAir.

We sincerely appreciate the opportunity to provide you with this proposal and look forward to working with you on this and future projects.

Please let us know if you have any questions or comments.

Sincerely,

Julius D. Davis, P.E., LEED AP
President & CEO

Approved and Accepted By:

Kimley-Horn

Name

Title

Signature and Date



Copy:

Gerald A. Crnkovich, P.E., Director of Electrical Engineering
Kenneth L. Roberts, Director of Mechanical Engineering
Roz Winston, Director of Marketing
Linda Porter, Director of Business Development
Aaron Joseph, Bryan Zemina
cfile