INDIVIDUAL PROJECT ORDER NUMBER 3

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn" or the "Consultant"), and The Sumter Landing Community Development District (the "District" or the "Client") in accordance with the terms of the Professional Services Agreement dated October 7, 2020 under RFQ #20Q-023, which is incorporated herein by reference.

Identification of Project:

Project: Morse Island Shoreline Stabilization

Client: Sumter Landing Community Development District

Project Understanding:

Under a prior IPO, the District retained Kimley-Horn to prepare design recommendations and permit plans and applications for repair procedures for the "Morse Island" (a manmade embankment within Lake Sumter constructed as part of Morse Boulevard), which was experiencing shoreline erosion. Those recommendations are contained in the Kimley-Horn report titled "Morse Boulevard Lake Sumter Slope Stability Analysis", dated July 11, 2016. Subsequent to that assignment, in 2019 Kimley-Horn prepared a design update to consider a new stabilization option, as described below. The District endorsed that option (generally known as the "Geotextile Option"). Under this Agreement, Kimley-Horn will update the prior design plans and permits, update regulatory permits as necessary, and assist with bidding and construction phase support services.

Specific Scope of Basic Services:

Task 1 – Construction Plans and Permitting

Under this Task, Kimley-Horn will update the previously prepared construction plans, which considered a different stabilization option. The previous plans were completed to "Permit Set" status. Further development of the plans is needed for bidding and construction.

A. Kimley-Horn will with District staff review the work previously prepared, discuss timeframes for this IPO, discuss desired bidding timeframes, etc.

B. Kimley-Horn will retain the services of a geotechnical firm subconsultant to further develop the geotechnical specifications prepared previously for the Geoweb stabilization option.

C. Kimley-Horn will meet with the Sumter County Public Works Division staff to discuss the necessary temporary construction measures that will be required on Morse Boulevard to accomplish construction of the Project.

D. Kimley-Horn will prepare updated construction plans depicting the construction layout and specifications for the Geoweb option, maintenance of traffic considerations, and erosion control measures to be employed by the contractor during construction.

E. Kimley-Horn will prepare basic landscape planting plans and specifications for the stabilization of areas disturbed during construction, and for the tree plantings required as part of the Southwest Florida Water Management District Permit (SWFWMD). This IPO does not include extensive landscape design for the entire island embankment, cart parking areas, or any other areas. If the District desires a "refresh" of the island plantings that design would be considered an Additional
Service.

F. Kimley-Horn will meet with the SWFWMD to discuss the new Geoweb stabilization option. Kimley-Horn expects that the SWFWMD will permit the new option as a minor modification to existing permit number 43020198.247.

G. Kimley-Horn will consult with the US Army Corps of Engineers (US ACOE) to discuss the new Geoweb stabilization option. Kimley-Horn expects that the US ACOE will not require any modifications to existing permit number SAJ-2017-00949(LP-JED). If additional permitting with the US ACOE is required that work is not included in this IPO and would be considered an Additional Service.

H. Kimley-Horn will submit the updated construction plans to the District for review and approval at the 60% and 100% stage. Once all District comments are addressed, the District shall issue a written approval of the construction plans.

I. Kimley-Horn will submit the updated construction plans to the Sumter County Public Works Division for a Right of Way Use Permit, to address the temporary construction measures to Morse Boulevard and maintenance of traffic considerations.

Task 2 – Bidding and Construction Phase Services

Under this Task, Kimley-Horn will provide bidding and construction phase support for the Project. Scope and fees for this Task are based on the following terms:

1) The duration of active construction will not exceed 120 calendar days.

2) Kimley-Horn will not provide a full-time onsite inspector; we will make field visits as noted herein.

3) Under this Agreement, the District acknowledges that Kimley-Horn has no control over the cost of labor, materials, equipment, or over the contractor's methods of determining prices or over competitive bidding, or market conditions. Any opinions of probable costs provided will be based on the information known to Kimley-Horn at this time and represent only our judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Kimley-Horn will provide construction phase support services specifically stated below:

A. Bid Document Preparation and Contractor Notification. Kimley-Horn will coordinate with District staff to prepare bid packages for the submittal of quotations to perform the work. Kimley-Horn will attend one pre-bid meeting to be scheduled by the District with potential bidders. Kimley-Horn will respond to requests for information (RFI's) if directed to do by the District. Kimley-Horn will review the bids received and evaluate compliance of bids with the bidding documents. Kimley-Horn will prepare a written summary of this tabulation and evaluation.

B. Pre-Construction Conference. Kimley-Horn will attend a Pre-Construction Conference prior to commencement of construction activity.

C. Permit Agency Notifications. Kimley-Horn will assist the District with notifications to the SWFWMD and US ACOE as required prior to initiation of construction activity.

D. Visits to Site and Observation of Construction. Kimley-Horn will make periodic site visits as directed by Client in order to observe the progress of the work. Fees for this Task are based on our
expectation to provide approximately eight hours of site observation efforts over a 120 calendar day period of active construction. Such observations will not be exhaustive or extend to every aspect of Contractor’s work. Observations will 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.

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 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. **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.

J. **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.

K. **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.

L. 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.

M. 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.

N. 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.

O. Agency Certifications. 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. Southwest Florida Water Management District
2. US Army Corps of Engineers

Additional Services if required:

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.

Schedule:

Kimley-Horn will provide services as expeditiously as practicable to meet the Project objectives.
Method of Compensation:

Services under this IPO will be provided in accordance with Item #5 of the Professional Services Agreement. Payment of each invoice will be made by the District on a monthly basis and pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218.

The Scope of Services provided in this IPO will be performed for a lump sum amount of $111,550.00, exclusive of direct expenses. If additional hours are needed to complete the required task, written approval from the District must be obtained before proceeding.

ACCEPTED:

THE SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

BY: ________________________________
TITLE: _______________________________
DATE: _______________________________

KIMLEY-HORN AND ASSOCIATES, INC.

BY: ________________________________
TITLE: Senior Vice President
DATE: January 1, 2021
# TABLE A
## FEE ESTIMATE FOR PROFESSIONAL SERVICES

**PROJECT:** IPO 3 MACE ISLAND STABILIZATION  
**DATE:** 01-01-2021  
**CLIENT:** SLCDD  
**KHA PM:** RICHARD V. BUSCHE, P.E.  
**BASIS FOR ESTIMATE:** APPROVED ON-CALL RATES PER RFQ #200-023

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