

**BUENA VISTA BOULEVARD
CONSULTING ENGINEERING AGREEMENT
INDIVIDUAL PROJECT ORDER NUMBER 10**

***Buena Vista Boulevard Southbound Right Turn Lane
Design, Permitting and Construction Oversight***

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the “Consultant”), and the Board of County Commissioners of Sumter County, Florida (the “Board”) in accordance with the terms of the Consulting Engineering Agreement dated March 25, 2008, which is incorporated herein by reference.

PROJECT UNDERSTANDING

1. It is understood that the Board is requesting the Consultant to provide design, permitting and construction oversight of a single dedicated southbound right turn lane at the intersection of Buena Vista Boulevard and CR466. KHA anticipates that the signal heads for southbound traffic on Buena Vista Boulevard will need to be adjusted; but no additional signal heads are anticipated to be necessary.
2. The Consultant anticipates that the turn lane may impact the CDD right of way, existing drainage structures, existing curb, and possibly traffic signal pole locations.
3. The Consultant will retain Farner Barley and Associates, Inc., to provide base mapping, survey data and parcel sketches for tight-of-way acquisition needed to support the turn lane designs and construction details.

SCOPE OF SERVICES

The basis for the scope of services is based on the project understanding. The following services will be provided for this project:

Task 1 – Survey and Base Mapping

- A. Develop base mapping based on existing construction plans, utility maps, right-of-way maps and recorded plats.
- B. Prepare route survey from centerline of Buena Vista Boulevard to a point 700 feet north of said intersection. The route survey will include the following items: right-of-way lines, spot elevations of centerline, top of curb, flow line of curb, grate and invert elevation of drainage structures, rim elevations of sanitary sewer structures, water valves and any other items falling within the survey corridor. The survey corridor consists of the existing right-of-way of Buena Vista Boulevard together with an additional 20 feet beyond the right-of-way.
- C. Provide horizontal and vertical control for contractor consisting of permanent and temporary benchmarks and off-sets of horizontal control points.
- D. Field location and CADD mapping of underground utilities as flagged by Central Florida Locators within corridor.
- E. Horizontal and vertical datums will be consistent with The Villages datum system.

Task 2 – Parcel Sketches for Right-of-Way Acquisition (if needed)

- A. Prepare sketches for additional right-of-way dedications from the Villages CDD to Sumter County.



Task 3 – Design and Construction Drawings

- A. The Consultant will prepare construction drawings and pavement specifications for the proposed turn lane addition. The construction drawings will generally include:
1. **Cover Sheet** (1 sheet).
 2. **General Notes** (1 sheet).
 3. **Pavement Design Typical Section** – A pavement section including structural design specifications will be developed.
 4. **Plan Sheet** (1 Sheet) – The plan sheet will detail geometric design requirements, shoulder widening, turn lane addition, turnouts for intersecting streets/driveways, drainage structure modifications, and erosion control measures.
 5. **Miscellaneous Detail sheets** (1 sheet).
 6. **Traffic Control Sheet** (1 sheet) – Maintenance of Traffic requirements for the construction of this project will be provided through the use of typical sections, general notes and reference to the appropriate FDOT Design Standards (600 Series). Project specific and detailed traffic control plans are not included in this scope of work.
 7. **Erosion Control General Notes** – Erosion control requirements will be provided in the form of general notes. Project specific erosion control measures will be shown on the roadway plans.
 8. **Signing and Pavement Marking Plan Sheet** – Signing and pavement marking plan sheets (1 Sheet) and one (1) General Note sheet will be provided in accordance with Sumter County and Villages standards.
 9. **Signal Head Modification Plan** – Plan sheet depicting re-alignment of existing signal heads on the CR466 mast arm.
 10. **Quantities** – Develop quantities consistent with Board preferences and prepare an Opinion of Probable Costs (OPC) for the Board’s intended use.
- Note: The Engineer 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. Opinions of probable costs provided in accordance with this Agreement are based on the information known to Engineer at the time the opinions of cost are developed and represent only the Engineer’s judgment as a design professional familiar with the construction industry. Actual costs for proposals, bids, or actual construction costs will be different.*
- B. The Consultant will prepare a permit exemption request for the project and submit it to the Southwest Florida Water Management District (SWFWMD). If SWFWMD determines that a permit will be required for this project, the Consultant will prepare a revised estimate for the additional work for approval by the Board before proceeding.
- C. The Engineer will provide two (2) sets of plans to the utility owners in the project area. The location information provided by the utility companies will be incorporated into the roadway plans. The Engineer will assist in identifying conflicts; however, it will be the responsibility of the utilities to design relocations



Task 4 – Construction Phase Support Services

The Consultant will provide construction phase services to the Board as noted below:

- A. *Bid Document Preparation and Contractor Notification.* The Consultant will prepare and assemble construction bidding documents, including specifications for the subject Work and the construction contract, based on “Standard General Conditions of the Construction Contract” (EJCDC No. 1910-8, 1996 edition) prepared by the Engineers Joint Contract Documents Committee. Additionally, the Consultant will issue bid packages for the submittal of quotations to perform the work and conduct pre-bid meetings with potential bidders. We will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. We will prepare a written summary of this tabulation and evaluation together with a recommendation for the award of the construction contract. If requested by the Board, the Consultant will notify the Contractor selected to begin work.
- B. *Pre-Construction Conference.* The Consultant will attend a Pre-Construction Conference prior to commencement of Work at the Site.
- C. *Visits to Site and Observation of Construction.*

The Consultant will make periodic visits to the Site in order to observe the progress of the Work. Such visits and observations by the Consultant are not intended to be exhaustive or to extend to every aspect of Contractor’s work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on the Consultant’s exercise of professional judgment. Based on information obtained during such visits and such observations, the Consultant will determine if Contractor’s work is generally proceeding in accordance with the Contract Documents, and the Consultant shall keep the Board informed of the general progress of the Work.

The Consultant shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over Contractor’s work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor’s work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor’s furnishing and performing the Work. Accordingly, the Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.

- D. *Recommendations with Respect to Defective Work.* Recommend to the Board that Contractor’s work be disapproved and rejected while it is in progress if, on the basis of such observations, the Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- E. *Clarifications and Interpretations.* Issue necessary clarifications and interpretations of the Contract Documents to the Board as appropriate to the orderly completion of Contractor’s work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by the Board.
- F. *Change Orders.* Recommend Change Orders to the Board, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- G. *Shop Drawings and Samples.* 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 and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

- H. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- I. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as the Consultant deems appropriate, and receive and review certificates of inspections within the Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- J. *Disagreements between the Board and Contractor.* As necessary, render written decision on all claims of the Board and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, the Consultant shall be fair and not show partiality to the Board or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- K. *Applications for Payment.* Based on the Consultant's observations and on review of applications for payment and accompanying supporting documentation:

Determine the amounts that the Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute the Consultant's representation to the Board, based on such observations and review, that, to the best of the Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated, such work-in-progress is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled insofar as it is the Consultant's responsibility to so determine. In the case of unit price work, the Consultant's recommendations of payment will include final determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, the Consultant shall not thereby be deemed to have represented that observations made by the Consultant to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to the Consultant in this Agreement. Neither the Consultant's review of Contractor's work for the purposes of recommending payments nor the Consultant's recommendation of any payment including final payment will impose on the Consultant responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on the Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to the Board free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between the Board and Contractor that might affect the amount that should be paid.

- L. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with the Board 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. If after considering any objections of the Board, the Consultant considers the Work substantially complete, the Consultant shall notify the Board and Contractor.

- M. *Final Notice of Acceptability of the Work.* 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 the Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the Consultant's knowledge, information, and belief and based on the extent of the services provided by the Consultant under this Agreement and based upon information provided to the Consultant upon which it is entitled to rely.
- N. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- O. *Weekly Update* – The Consultant will provide the Board a weekly update (via e-mail) outlining the current construction status

Task 5 – Full Time Construction Observation Services (Optional)

- A. This task accounts for the possibility that the Board will not have an available inspector during the time of construction and needs the Consultant to provide a full time representative. For the purposes of this task, construction is assumed to last 30 calendar days, and the Consultant representative will be onsite for a period of 10 hours per day.

Such visits and observations by the Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on the Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, the Consultant will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and the Consultant shall keep the Board informed of the general progress of the Work.

The Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- B. If the duration of construction lasts beyond the 30 calendar days assumed, or if weekend and/or night time work is performed by the Contractor, the Consultant will submit an addendum to this agreement for the additional time needed to observe construction activities.

SERVICES NOT PROVIDED IN THIS SCOPE

1. Traffic Control (MOT) Guidance.
2. Agency Certification of Completions.
3. Geotechnical Services.
4. Survey Services.
5. Any services not specifically identified and described in the above SCOPE OF SERVICES.



SCHEDULE

The Consultant will begin the on-site field oversight once the contract has notice to proceed from the Board and is mobilized.

FEE

The Engineer will perform the services described in Tasks 1 and 3 of the Scope of Services for a lump sum fee of \$21,000.00. If needed, Task 2 will be performed for a lump sum fee of \$2,875.00. Task 4 will be performed on an hourly labor fee plus expense basis, with a maximum anticipated budget of \$3,000.00. If needed, Task 5 will be performed on an hourly labor fee plus expense bases, with a maximum anticipated budget of \$19,500.00. A breakdown by Task is provided below:

Task	Description	Labor Fee
1	Survey and Base Mapping <i>(provided by Farner Barley and Associates, Inc.)</i>	Lump Sum: \$5,750.00
2	Parcel Sketches for Right-of-Way Acquisition <i>(if needed – provided by Farner Barley and Associates, Inc.)</i>	Lump Sum: \$2,875.00
3	Design and Construction Drawings	Lump Sum: \$15,250.00
4	Construction Phase Support Services	Hourly, estimated \$3,000.00
5	Full Time Construction Observation Services <i>(Optional)</i>	Hourly, estimated \$19,500.00

All permitting, application, and similar project fees will be paid directly by the Board. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 10 days of your receipt of the invoice, as per Item 6 in the Consulting Engineering Agreement. If additional efforts become necessary during the performance of the assignment, the Engineer will immediately advise the Board of any budget revisions.

ACCEPTED:

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Richard V. Busche, PE

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: October 20, 2009

Attachment: Project Timeline



PROJECT TIMELINE	
1. Board Approval	November 10, 2009
2. Field Survey	November 16 – 30, 2009
3. Design	November 30 – December 21, 2009
4. Final Utility Coordination	December 14, 2009 – January 11, 2010
5. SWFWMD Permitting	December 21, 2009 – January 31, 2010
6. Bid	January 11 – 25, 2009
7. Award Bid and Construction Commencement	February 1, 2010
8. Estimated Construction Duration	30 Calendar Days
9. Closeout and Turnover Complete	March 15, 2010