

**INTERLOCAL AGREEMENT
BETWEEN
SUMTER COUNTY
AND
THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION
RELATING TO
SUMTER COUNTY PAVEMENT MANAGEMENT PROGRAM**

THIS AGREEMENT relating to the Sumter County Pavement Management Program is entered into this _____ day of _____, 2010, between SUMTER COUNTY, FLORIDA, a political subdivision of the State of Florida (“COUNTY”), and the LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION, (“MPO”).

RECITALS

WHEREAS, the Lake-Sumter Metropolitan Planning Organization (MPO) was created through interlocal agreement between Lake County, Sumter County, and the 14 municipalities of Lake County, and was approved by Gov. Jeb Bush on December 9, 2003; and

WHEREAS, the MPO is responsible for managing a continuing, cooperative, and comprehensive transportation planning process for Lake and Sumter counties; and

WHEREAS, a Pavement Management Program is the process by which a county or municipality oversees the maintenance and repair of its roadway network; and

WHEREAS, the COUNTY supports a Pavement Management Program to provide safe driving conditions, to extend the life of COUNTY maintained roadways and to avoid costly or unnecessary repairs; and

WHEREAS, the COUNTY conducts an evaluation and inventory of pavement and striping condition of all COUNTY maintained roadways on a periodic basis to create a list of candidate roadway preservation projects; and

WHEREAS, the COUNTY prioritizes the candidate projects using criteria that address the urgency of the need for resurfacing or repair, and then applies its allocated budget for resurfacing or repair to the prioritized list of projects; and

WHEREAS, the COUNTY recognizes that the need for surface treatment is greater than can be met by available funds and therefore the prioritization process for funding must be fair and equitable; and

WHEREAS, the COUNTY has asked the MPO to assist in the management and implementation of its Pavement Management Program, which will include development of a

project prioritization process for the allocation of resurfacing funds by an MPO consultant and the consultant's creation of a "Route System" within GIS; and

WHEREAS, at this time, the COUNTY and the MPO desire to reduce their agreement to a writing as stated herein;

NOW, THEREFORE, in consideration of the promises, mutual covenants and conditions contained herein, the COUNTY and MPO hereby covenant and agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct, and incorporated herein.
2. **Purpose.** The purpose of this Agreement is for MPO to manage and implement, via a separate agreement with an MPO on-call engineering consultant, Sumter County's Pavement Management Program.
3. **Cost of MPO Management Services.** The parties agree that MPO shall be compensated for its management services at a cost of five percent (5%) for all tasks less the field data collection.
4. **MPO Obligations.**
 - A. The MPO shall serve as Program Manager for the COUNTY's Pavement Management Program. As Program Manager, the MPO shall review deliverables and invoices provided by the consultant for conformity to the Scope of Services attached hereto and incorporated herein as **Exhibit "A."**
 - B. The MPO shall ensure that all invoices reflect the percentage completion of the Scope of Services attached hereto and incorporated herein as **Exhibit "A,"** shall add the cost of its management services as provided in Section 3 of this Agreement, shall transmit invoices and deliverables, upon completion, to COUNTY on a monthly basis, and shall receive and process all payments from the COUNTY.
 - C. The general MPO point of contact for this Agreement is:
Pamela Richmond, AICP
MPO Project Manager
Lake~Sumter MPO
1616 South 14th Street
Leesburg, FL 34748
352-315-0170
prichmond@lakesumtermpo.com

5. COUNTY Obligations.

- A. The COUNTY shall provide the MPO with any additional data and information requested in order to facilitate the Pavement Management Program.
- B. The COUNTY shall promptly review the deliverables and invoices provided pursuant to the Scope of Services attached hereto and incorporated herein as **Exhibit "A,"** and shall provide direction to the MPO as needed.
- C. The COUNTY shall reimburse the MPO for all services rendered by the MPO and the MPO's consultant pursuant to Section 3 of this Agreement and the Scope of Services attached hereto and incorporated herein as **Exhibit "A."**
- D. The general COUNTY point of contact for this Agreement is:
Chris Wert, PE
Staff Engineer
Sumter County Public Works Division
319 E. Anderson Avenue
Bushnell, FL 33513
Chris.wert@sumtercountyfl.gov

6. Effective Date, Term and Termination.

- A. This Agreement shall become effective upon the first day following execution by both parties. The initial term of the Agreement shall be from the effective date to June 30, 2011. The parties shall have the option to extend the term of the Agreement for one (1) additional six (6) month period.
- B. Either party may terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other party; however, upon termination of the Agreement pursuant to this section, the COUNTY shall reimburse the MPO for all services rendered by the MPO and the MPO's consultant prior to the MPO receiving notice of the termination.
- C. Any termination notice under this section shall be sent to:

For the COUNTY:

Sumter County Public Works Director
319 E. Anderson Ave.
Bushnell, FL 33513

For the MPO:

Executive Director
Lake~Sumter MPO
1616 South 14th Street
Leesburg, FL 34748

7. **Modification.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
8. **Scope of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2010, and MPO through its Chairman, authorized to execute the same by action of its Governing Board on the _____ day of _____, 2010.

COUNTY

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA**

_____, Chairman

Attest:

_____, Clerk of the
Board of County Commissioners
of Sumter County, Florida

Approved as to Form and Legality:

Name:
Sumter County Attorney

Interlocal Agreement between Lake~Sumter MPO and Sumter County for Pavement Management Program

MPO

**LAKE~SUMTER METROPOLITAN
PLANNING ORGANIZATION**

Sanna Henderson, Chairman

This _____ day of _____, 2010

Attest:

Susan Goldfuss
Executive Assistant

Approved as to Form and Legality:

Melanie N. Marsh
MPO Attorney

Exhibit "A"
Consultant Scope, Schedule and Fee

Sumter County
Pavement Management System

Project Description

Consultant will assist Sumter County to implement the MicroPAVER pavement management system for the County road network. Together with County assigned staff, Consultant will develop a MicroPAVER database for the County road network, configure the database for project selection purposes, analyze various funding scenarios, produce a report and presentation summarizing study results, and train and support County staff in their use of MicroPAVER.

Scope of Services

Task 1.0 Pavement Management Database Development

Task 1.1 Database Development, Field Training, Quality Assurance, and Management of Data Collection

Consultant will meet with the County to review the scope and schedule, discuss the details of the data collection effort, and gather all available sources of information to develop the initial pavement management database. The database will be developed from County maintained street lists, previous pavement management studies, historic paving and maintenance records, and available GIS data. In addition to pavement distress data, Consultant will also establish database fields to capture such data as the general condition of shoulders, ditches, signs, roadside vegetation, and striping, and other attributes as mutually agreed upon at the kickoff meeting. The available information will be imported into a MicroPAVER database.

Consultant will train County staff who will be participating in the field evaluations and manage the field pavement evaluation effort for all Consultant and County staff. Consultant will perform quality assurance measures in the field on 10% of the roadways by a senior level pavement engineer. Once the data has been collected in the field, Consultant will combine the data collected by all field staff into one overall database, and perform quality checks on the data.

Task 1.2 Field Data Collection

Each staff person participating in the field data collection effort will review their assigned portion of the pavement network in the field to confirm completeness and accuracy, and to identify "pavement management segments" so that the network can be analyzed on a project length basis. Each staff person will then perform pavement distress evaluations on their assigned portion of the County road network. The ratings will be based on the MicroPAVER distress

evaluation method, using an approximate average sampling frequency of 15% of the total pavement area. Each staff person will enter the data that they collect into MicroPAVER. Each staff person will backup their data in a central location according to established procedures.

Consultant's fee for the Field Data Collection sub-task will be based on the number of miles to be evaluated in the field by Consultant staff, at the rate of \$124 per mile.

Task 1 Deliverables: Initial MicroPAVER database; County staff trained to perform pavement evaluations; data quality assurance; completed MicroPAVER database with pavement evaluation data for full County road network

Task 2.0 Meetings, Analysis, Report, & Presentation

Task 2.1 System Configuration Meeting

Consultant will attend a system configuration meeting to review the results of the pavement evaluations, to review preliminary system generated results, and to discuss the configuration of MicroPAVER. The primary focus will be to set the systematic application of various pavement rehabilitation and maintenance methods to roads of all conditions based on criteria in the pavement database. In addition to pavement condition, surface type and traffic level will be included in a project decision criteria table that will drive the project selection modeled by MicroPAVER.

The cost of each pavement maintenance or rehabilitation treatment included in the project decision table will also be discussed so that a unit cost per square yard can be developed for each repair alternative, for accurate pavement budget analysis. At this meeting, the County will also provide information on its current funding levels and direct Consultant on the various funding levels and durations that should be analyzed and reported. In addition to meeting to discuss the information described above, we recommend that County staff visit several County roadways together with Consultant engineers in the field to verify the validity of the project decision criteria table.

Task 2.2 System Configuration

Following this meeting, Consultant will make the configuration changes to the system. Consultant will test the updated system by "running" sample funding scenarios, and reviewing the results for agreement with decisions made at the configuration meeting.

Task 2.3 Analysis

Consultant will use the MicroPAVER software to analyze various funding scenarios based on input received at the system configuration meeting. Required funding levels to maintain and improve overall pavement conditions will be determined. In addition, lists of candidate maintenance and rehabilitation projects will be developed to assist in the development of the County's annual road program.

Task 2.4 Report

Consultant will write a project summary report. The report will display the results of the pavement condition surveys, summarizing the road network in terms of Pavement Condition Index, and Cost Backlog of work. For the report, Consultant will “run” multiple budget scenarios, and report on the projected change in overall conditions for comparison and determination of the appropriate budgeting level. The report will also include a brief background on pavement management concepts, the process undertaken in this project, and recommendations for the County in continuing its implementation of pavement management.

Task 2.5 Presentation

Consultant will also present this information at a public meeting. Consultant will develop a Microsoft PowerPoint presentation with the information described in the report. County staff will review the PowerPoint presentation and request modifications prior to the date of the presentation.

Task 2 Deliverables: Database configuration including unit cost data to establish project selection criteria; project report summarizing condition data and analysis of funding scenarios; public presentation of study results.

3.0 GIS Integration

To facilitate the pavement management data display through a GIS interface, it is recommended a GIS “Route System” (Linear Reference System) be developed. Consultant will develop the route system and link the MicroPAVER database to it. The route system will be based on the existing County road centerline GIS data. The pavement management data will align spatially with the County’s existing GIS data (parcels, etc...)

Task 3 Deliverables: GIS “route system” of county road network; MicroPAVER database linked to route system.

4.0 System Software, Installation, Training and Support

Task 4.1 Software

Consultant will provide the County with the MicroPAVER pavement management database and a licensed copy of the MicroPAVER software.

Task 4.2 Installation

Consultant will install and test the system on designated County computers. The County is entitled to install the program on an unlimited number of computers. This scope provides for Consultant installation on up to four PC’s.

Task 4.3 Training

Consultant will train County staff on the use of the MicroPAVER software. Topics of the training will include, but are not limited to, data entry/editing, budget analysis, and reporting. This estimate budgets for two 4-hour training or work sessions to be used at the County's discretion. The fee for this task includes preparation and travel for each session.

Task 4.4 Support

Consultant will provide up to 10 hours of pavement management and software support to the County to be used within one year of system installation at the County. Support may be provided via phone, email, or on-site visits.

Task 4 Deliverables: One site license for MicroPAVER; MicroPAVER installed on County computers and network; County staff trained to use MicroPAVER; support for County's use of MicroPAVER.

Schedule

Consultant will perform the preceding scope of work in compliance with following schedule of major deadlines, or as soon after the Completion Dated noted below as possible.

Milestone	Completion Date
Notice to Proceed	December 8, 2010
Project Initiation Meeting	December 15, 2010
Initial Database Development & GIS Integration	January 15, 2011
Data Collection Training	January 22, 2011
Data Collection, Entry, and Quality Assurance	April 15, 2011
System Configuration Meeting	May 1, 2011
Analysis and Report	May 31, 2011
Public Presentation	As required by County, not earlier than May 31, 2011
Software Installation and Training	June 30, 2011

Should circumstances beyond the control of Consultant, such as changes or an increase in the Scope of Services or a change in Client personnel involved in the project require an extension of time, Consultant shall notify the Client in writing as to why the specified period of time is inadequate and submit a revised project schedule. If the Client determines that an extension is warranted, both parties shall agree to an acceptable completion date. Said extension of time shall be Consultant's only remedy for delays or hindrance except when such delay or hindrance lasts for more than one year, after which the Client and Consultant agree to renegotiate the compensation for services remaining to be performed.

Fee

Consultant will perform the scope of services described above for the following lump sum fee:

Task	Fee
1.1 Database Development, Field Training, Quality Assurance, and Management of Data Collection	\$40,000
1.2 Field Data Collection @ \$124 per mile	TBD
2.1 System Configuration Meeting(s)	3,500
2.2 System Configuration	4,000
2.3 Analysis	3,500
2.4 Report	4,500
2.5 Presentation	4,000
3.0 GIS Integration	7,000
4.1 Software	1,000
4.2 Installation	1,800
4.3 Training	3,500
4.4 Support	1,200
	\$74,000 plus \$124 per mile for field data collection