

**CR 466 RESURFACING
CONSULTING ENGINEERING AGREEMENT
INDIVIDUAL PROJECT ORDER NUMBER 12**

Work Order #12 – C-466W Resurfacing from East of C-475N and US 301

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the “ENGINEER”), 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. The BOARD plans to resurface approximately 4+/- miles of existing CR466 between US301 and CR475 near the location of a future interchange on I-75. The BOARD anticipates that the project will be funded by a Small County Road Assistance Program (SCRAP) grant from FDOT.
2. The ENGINEER understands from the BOARD that SCRAP funding can only be used for resurfacing of existing pavement. The BOARD will provide a design section consisting of leveling course and asphalt for this project. The BOARD acknowledges that this project is not intended to address underlying structural deficiencies that may exist, and that ENGINEER’s plans are only intended to provide the engineering design and detail sufficient to facilitate the bidding and construction of a resurfacing project.
3. No geotechnical testing or survey will be provided as part of this IPO.
4. The ENGINEER will provide construction drawings and prepare bid items, quantities, and any special provisions to the BOARD to accompany a bid package and specifications prepared by the BOARD to let the project for construction.
5. The project limits are entirely within BOARD controlled right-of-way. The acquisition of additional right-of-way is not anticipated as part of this project.

With the above in mind, our scope of services, schedule, and fee are provided below.

SCOPE OF SERVICES

The ENGINEER will provide the following services for this project.

Task 1 – Design

- 1.1 The ENGINEER will perform a field visit to generally document the condition of the roadway corridor and compare existing conditions to the record drawings provided by the BOARD. The ENGINEER will document the limits of the existing striping on the roadway corridor.
- 1.2 The ENGINEER will prepare for and attend progress meetings as well as provide coordination with the BOARD. This proposal assumes up to three (3) progress meetings over the course of the project. During the first of these meetings, the ENGINEER and the BOARD will review field information gathered by both parties and the BOARD will provide direction on the desired resurfacing design section.
- 1.3 The ENGINEER will prepare construction drawings and contract specifications for the resurfacing project. The construction plans will be schematic in nature and will be prepared to the level of detail generally needed to convey the typical section and limits of construction for the project. The construction plans will be based on the record drawings for roadway provided by the BOARD. Because a field survey will not be provided as be part of this project, the plans will not provide detailed geometric design improvements. The construction drawings will generally consist of the following sheets on 24”x36” size:



- a) **Cover Sheet** (1 sheet).
- b) **General Notes** (1 sheet).
- c) **Typical Section** (1 sheet) – One typical section will be developed to illustrate the resurfacing design as provided by the BOARD. It is anticipated that the overlay design will consist of 1” milling, 2.5” leveling course and 1.5” asphalt course.
- d) **Key Sheets** (3 sheets – Double Panel at 1”=100’) – The Key Sheets will graphically depict the centerline of the project limits and provide approximate stationing information. The centerline stationing will be based on the record drawings provided by the County for the 1987 widening of CR466. The Key Sheets will not be suitable for construction stake out, but will convey the general limits of the improvements for the construction contractor.
- e) **Striping Plan** (1 Sheet) – The project cross section will include a solid white stripe at the edge of the travel lanes, and yellow striping in the centerline of the roadway. The centerline striping currently exists as a combination of solid yellow, and broken yellow segments. The striping plan will provide instructions to the contractor on the replacement striping design. The ENGINEER’s plans will provide detail to replace the striping in the configuration that currently exists.
- f) **Traffic Control Sheet** (1 sheet) – Maintenance of Traffic requirements for the construction of this project will be provided through the use of general notes and reference to the appropriate FDOT Design Standards (600 Series). Project specific & detailed traffic control plans are not included in this scope of work.

The ENGINEER will submit up to five (5) copies of the roadway plans at 90% and Final completion stage to the BOARD. In addition, the ENGINEER will submit two (2) copies of the roadway plans at 90% stage to affected utility companies. The plan sheets will be submitted as 24”x36” plan sheets. An electronic copy will be provided at the Final plan submittal.

- 1.4 The ENGINEER will develop quantities consistent with County preferences and prepare an Opinion of Probable Costs (OPC). The OPC will be submitted with the 90% and Final set of plans.

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.

Task 2 – Permitting

- 2.1 **SWFWMD Permitting** – The ENGINEER will discuss the project with SWFWMD staff during the design phase. The ENGINEER will prepare and submit a package to SWFWMD at the 60% plan level requesting exemption from permitting based on no increase in impervious area as part of the project. The ENGINEER will coordinate with SWFWMD during their review of the exemption request. If SWFWMD determines that a permit will be required for this project, the ENGINEER will prepare a scope and fee for that work for the BOARD to review and approve.

Task 3 – Construction Phase Services

Option 3A – Full time field representative during construction provided by the BOARD

- 3A.1 **Bid Document Preparation and Contractor Notification.** ENGINEER 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. C-700, 2002 edition) prepared by the Engineers Joint Contract Documents Committee. ENGINEER 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. If requested by the BOARD, ENGINEER will notify the selected Contractor.

- 3A.2 *Pre-Construction Conference.* ENGINEER will conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- 3A.3 *Visits to Site and Observation of Construction.* ENGINEER will provide on-site construction observation services during the construction phase. ENGINEER will make visits at intervals approximately once weekly in order to observe the progress of the Work. Such visits and observations by ENGINEER 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 ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep the BOARD informed of the general progress of the Work. The BOARD will document all quantities of materials installed by the site contractor.
- 3A.4 *Change Orders.* ENGINEER may recommend Change Orders to the BOARD, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 3A.5 *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.
- 3A.6 *Inspections and Tests.* ENGINEER may require special inspections or tests of Contractor's work as ENGINEER deems appropriate, and may receive and review certificates of inspections within ENGINEER's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. ENGINEER'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. ENGINEER shall be entitled to rely on the results of such tests and the facts being certified.
- 3A.7 *Disagreements between the BOARD and Contractor.* ENGINEER will, if requested by the BOARD, 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, ENGINEER 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.
- 3A.8 *Substantial Completion.* ENGINEER will, promptly after notice from Contractor that it 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, ENGINEER considers the Work substantially complete, ENGINEER will notify the BOARD and Contractor.
- 3A.9 *Final Notice of Acceptability of the Work.* ENGINEER 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 ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to ENGINEER upon which it is entitled to rely.



- 3A.10 *Limitation of Responsibilities.* ENGINEER 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. ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.
- 3A.11 *Weekly Update* – The ENGINEER will provide the Board a weekly update (via e-mail) outlining the current construction status

Option 3B – Full time field representative provided during construction by the ENGINEER

This option includes all scope items included in Option 4A, above, with the addition of a full-time field representative, described as follows:

- 3B.1 *Full time field representative.* ENGINEER will provide full time on-site construction observation services during the construction phase. Such visits and observations by ENGINEER 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 ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep the BOARD informed of the general progress of the Work.

The purpose of ENGINEER's site visits will be to enable ENGINEER to better carry out the duties and responsibilities specifically assigned in this Agreement to ENGINEER, and to provide the BOARD a greater degree of confidence that the completed Work will conform in general to the Contract Documents. ENGINEER 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 ENGINEER 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, ENGINEER 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.

- 3B.2 *On-Site Field Oversight Timeline.* The construction duration is assumed not exceed 90 calendar days. On-site field oversight will occur only when the Contractor is mobilized on-site. If the Contractor exceeds the 90 calendar day construction timeframe, additional on-site field oversight will be considered as additional services. On-Site field oversight assumes that construction activity will occur on weekdays only and will occur from dawn to dusk, for an average of 50 hours per week. Additional on-site field oversight for overnight work, weekend work or duration beyond the 90 days will be considered as additional services and subject to the Board's approval.
- 3B.3 *Recommendations with Respect to Non-Compliant Work.* ENGINEER will have the right to reject any work that is not in compliance with the construction plans and specifications.



SERVICES NOT PROVIDED IN THIS SCOPE

1. Surveying and mapping services,
2. Geotechnical services,
3. Storm Water Management design,
4. Drainage Analysis of existing side/cross drains,
5. Traffic Control Plans,
6. Utility Adjustment Plans,
7. Signalization Plans,
8. Traffic analysis.

SERVICES PROVIDED BY THE BOARD

1. The BOARD will provide the desired resurfacing design section based on the applicability of the funding source. The BOARD acknowledges that the resurfacing design will not repair structural deficiencies that may exist.
2. The BOARD will provide reviews of construction plan submittals at the intervals requested by the ENGINEER.
3. The BOARD will be the applicant and provide signatures for all permitting.
4. The BOARD will provide copies of any existing plans, reports or permits that may effect the design of this project



SCHEDULE

The ENGINEER will provide the above Scope of Services as expeditiously as possible to meet a mutually agreed upon schedule. A project schedule will be developed and discussed at the first progress meeting.

FEE

The ENGINEER will perform the services described in Tasks 1 and 2 of the Scope of Services for a lump sum fee of \$45,800.00. Tasks 3A and 3B will be performed on an hourly labor fee plus expense basis. A breakdown by Task is provided below:

Task	Description	Labor Fee
1	Design	Lump Sum: \$44,200.00
2	Permitting	Lump Sum: \$1,600.00
3A	Construction Phase Services	Hourly: \$22,000.00 - \$28,000.00
3B	Full Time Field Representative Option	Hourly Estimate: \$56,500.00

All permitting, application, and similar project fees will be paid directly by the Board. Permit fees are expected to be from \$100.00 - \$1,000.00. 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: November 16, 2009