

## INDIVIDUAL PROJECT ORDER NUMBER 046040004

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the “Engineer” or “Kimley-Horn”), and the City of Haines City (the “City” or “Client”) in accordance with the terms of the Master Agreement for Continuing Professional Services dated March 4<sup>th</sup>, 2021 which is incorporated herein by reference.

### ***Identification of Project:***

Project: Webb’s Master Lift Station and Force Main Design

Client: City of Haines City

Project Manager: Jamison Tondreault, PE

### ***Project Understanding:***

The City of Haines City desires to design a master lift station near South Boulevard and US 27 within a proposed development (Webb’s Town Center) to service some of the northern part of the Haines City’s wastewater system and the proposed development. It is assumed the lift station location is predetermined based on the developer’s plans within Tract B (0.07 AC) and the City is looking for assistance on lift station design and design of the force main that is planned to run along South Boulevard heading east and connect to an existing 16-inch diameter force main on Holly Hilly Road (Approximately 2,100 linear feet). City requested Kimley-Horn to set up a hydraulic model and perform lift station design, grade Tract B, submit FDEP permitting, select a pump based on the flows provided by the City and Developer, design the proposed force main, and attend meetings. Gravity sewer design and anything outside of Tract B is by others except for the proposed force main. The driveway to the lift station will be designed by others. It is assumed that the design will reference and make use of the City’s standard technical specifications and details.

The detailed scope of services for Kimley-Horn are described below.

### ***Specific Scope of Basic Services:***

#### Task 1 – Data Collection, Meetings, Survey, and Geotechnical

- A. Kimley-Horn will contract with a Florida Licensed Surveyor to provide the necessary survey information for the proposed force main offsite alignment that will be necessary to complete the design and permitting of this project.
- B. Kimley-Horn will contract with a Geotechnical Engineer to perform (1) 30-ft bore at the proposed lift station location and estimate the seasonal high-water table for design of the lift station.
- C. Kimley-Horn will call 811 to create a design ticket and notify utilities of the project and request utility drawings and records for aid in design of the proposed main.
- D. Kimley-Horn will perform up to two site visits to review the survey, utility locates from an 811 call (by others), and project route.
- E. Kimley-Horn will meet with the City to discuss the project and request/collect data to perform the lift station calculations. The City will provide Kimley-Horn the following:
  - Flow meter data on the existing 8-inch diameter force main located upstream of the propose lift station or existing flows expected to contribute to the proposed lift station
  - Proposed Development Plans (including top of wet well and location)

- Known and future developments and their flows that are expected to be routed to flow into the proposed lift station, and the expected flows within the existing 16-inch diameter force main for aid in calculating a tie in pressure. It is assumed that Kimley-Horn will not be required to calculate future flows and will use the flows provided by the City for the lift station calculations.
  - Development Survey and Development CAD files and plans for aid in the lift station and onsite force main design.
- F. Kimley-Horn will review the data and follow up with the City if any additional information is needed.
- G. Kimley-Horn will attend up to three meetings or site visits with the City.
- H. Along the road rights-of-way, listed species review, including gopher tortoise survey will be performed. The review will determine the presence or probable absence of species considered Endangered, Threatened, or of Special Concern by either Florida Fish and Wildlife Conservation Commission under 50 CFD 17.11-12 within or near the project site limits. If any endangered species are discovered an additional services task would be provided to the City to properly mitigate for any impacts.

## Task 2 – Lift Station Calculations and Report

1. Kimley-Horn will perform lift station calculations based on City standards and the information provided by the City. It is assumed the proposed force main will connect to the existing 16-inch diameter force main at the intersection of Holly Hill Road and R W S Ranch Road. The lift station calculations will consist of calculation of peak flows, wet well sizing and volume, system curve calculations, buoyancy calculations, cycle time analysis, pump design point(s) of the proposed pumps.
2. Kimley-Horn will set up a hydraulic model to aid in the pump selection and calculation of approximate tie in pressure based on the expected future flows (provided by the City) or assume an agreed upon velocity through the 16-inch diameter force main.
3. Based on the Lift Station Calculations and Hydraulic Model results, Kimley-Horn will put together a lift station report to provide to the City for review.
4. Kimley-Horn will revise the report based on one (1) round of City comments.

## Task 3 – Engineering Design

Based on the proposed route and survey, Kimley-Horn will begin preparing engineering design plans, prepared to the level of detail required by the permitting agencies, of the proposed force main improvements.

These plans will consist of the following:

- A. Cover Sheet
- B. General Notes
- C. Overall Project Key Sheet
- D. Plan and Profile Sheets
- E. Lift Station Site Plan and Grading

- F. Lift Station City Details
- G. Utility and Electrical Details
- H. Erosion and Control Details

Kimley-Horn will contract with an Electrical Subconsultant to provide electrical services as follows:

- Coordination with utility provider (i.e. Duke Energy)
- Site Visit
- Provide general sizing and specifications including the generator
- Provide 100% electrical permit drawings
- Electrical specifications and City Details will be on the drawings

#### Task 4 - Permitting

Kimley-Horn will prepare permit application packages to the following agencies:

- A. City of Haines City Utility Engineering Review
- B. Florida Department of Environmental Protection (FDEP) – Sanitary Sewer Collection System (Lift Station and Force Main Section Only, Gravity sewer is by others)

Kimley-Horn will coordinate with the agencies listed above, with regards to the application submittal packages and will respond up to two (2) rounds of comments that are reasonable and relevant to the current City and FDEP rules. Additional responses beyond those outlined above may be considered Additional Services.

#### Task 5 – Limited Construction Phase Services

Kimley-Horn will respond to reasonable and appropriate contractor Requests for Information (RFIs) made in accordance with the Contract Documents and issue necessary clarifications and interpretations.

Kimley-Horn will provide professional construction phase services for the purpose of providing assistance to Client during construction. These services are as follows:

*Visits to Site and Observation of Construction:* Provide on-site construction observation services during the construction phase of the subject project. Observations will vary depending on the type of work being performed by the contractors, the location, and the contractors' schedules.

*Shop Drawings and Samples.* Kimley-Horn will review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Make visits to the Site at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Kimley-Horn 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 Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn shall keep Client informed of the general progress of the Work.

The purpose of Kimley-Horn's visits to the site will be to enable Kimley-Horn to better carry out the duties and responsibilities assigned in this Agreement to Kimley-Horn during the construction phase by Client, and, in addition, by the exercise of Kimley-Horn's efforts, to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Kimley-Horn 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 Kimley-Horn 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, Kimley-Horn 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.

**Certifications:** Kimley-Horn will review as-builts provide by the client's contractor for substantial compliance with the construction documents. Should the as-builts show substantial compliance, Kimley-Horn will prepare certifications to the review agencies as required. Process and submit record drawings to the appropriate agency (City and FDEP) based on data received from the Contractor/Surveyor.

This scope does not include full time inspection services, or attendance at regular site construction meetings (beyond those identified herein). Furthermore, Kimley-Horn 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. Kimley-Horn shall not have the authority or responsibility to stop the work of any contractor.

*Limitation of Responsibilities:* Kimley-Horn 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. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

### **Compliance with Law and Codes**

Kimley-Horn shall exercise the professional standard of care in its efforts to comply with laws and regulations in effect as of the date of this Agreement. Design changes made necessary by unexpected interpretations or changes in laws or regulations shall entitle the Consultant to reasonable adjustments in schedule and compensation. The Client acknowledges that the laws and regulations of various governmental entities having jurisdiction over the project are sometimes in conflict, and in that circumstance the Consultant's sole obligation is to exercise the professional standard of care in an effort to resolve such conflicts.

### **Additional Services**

Any services not specifically provided for in the above scope will be considered additional services and will be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Subsurface Utility Exploration
2. Existing 8" Force Main Relocation to the Lift Station

3. Gravity Sewer Design
4. Bid Services
5. Maintenance of Traffic/Pedestrian Control Panel
6. Any improvements outside of Tract B except for the proposed force main
7. Fees set by agencies for review and/or approval
8. Services required by additional governmental regulations, which might be put into effect after the date of this agreement.

## **Schedule**

Kimley-Horn will provide the services described in the scope of services in an expeditious manner based upon a mutually agreed upon schedule.

## **Fee and Billing:**

Kimley-Horn will perform the services described in Tasks 1-4 of the Scope of Services for the Lump Sum fees listed below. A breakdown by Task is provided below.

KHA will perform the services described in **Task 1** of the scope of services for a Lump sum labor fee of **\$18,000** inclusive of expenses.

KHA will perform the services described in **Task 2** of the scope of services for a Lump sum labor fee of **\$4,000** inclusive of expenses.

KHA will perform the services described in **Task 3** of the scope of services for a Lump sum labor fee of **\$20,000** inclusive of expenses.

KHA will perform the services described in **Task 4** of the scope of services for a Lump sum labor fee of **\$4,000** inclusive of expenses.

If requested, KHA will perform the services described in **Task 5** of the scope of services for a labor fee plus expense basis. Labor fee will be billed according to the rate schedule in the master agreement.

All permitting, application, and similar project fees will be paid directly by the CITY. 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 30 days of your receipt of the invoice. If additional efforts become necessary during the performance of the assignment, the Kimley-Horn will immediately advise the CITY of any budget revisions.

ACCEPTED BY:

THE CITY OF HAINES CITY

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

Mark E. Wilson, PE

TITLE: \_\_\_\_\_

TITLE: Principal

DATE: \_\_\_\_\_

DATE: 03/09/2022



BY: \_\_\_\_\_  
Jamison R. Tondreault, PE

TITLE: Project Manager

DATE: 03/09/2022