



## EXHIBIT A

### CONSULTING SERVICES AUTHORIZATION TO THE MASTER CONSULTING AGREEMENT #20-471

**PROJECT TITLE: BUCK MOORE ROAD SEPTIC TO SEWER– CONSTRUCTION PHASE**

#### **PROJECT UNDERSTANDING**

The City of Lake Wales (City) requested Kimley-Horn and Associates, Inc. (“Kimley-Horn”) to prepare a scope of services for bidding and construction phase of the Buck Moore Road Septic to Sewer Project. It is understood that Kimley-Horn will not do any work on this scope of services until the City has obtained the loan through SRF that would allow the fees in this proposal to be reimbursed to the City.

Kimley-Horn understands that the existing force main ends on Buck Moore Road at Sunset Point Drive. The City desires to extend that line north on Buck Moore Road and then east on Sunset Drive to Evergreen Drive.

The City would also like the new force main to continue northerly along Buck Moore Road past the Sunset Drive and Buck Moore Road intersection and connect to a new pump station per the attached conceptual site plan. The exact size of the line has not yet been determined, but it is anticipated to extend approximately 5440 LF of 6” force main and approximately 870 LF of new 8” force main with the point of connection being the existing 12” force main at Sunset Point Drive and Buck Moore Road. Construction phase services will be required as the project progresses.

There are approximately 37 residential homes along Oakland Park Drive and Del Ombre Circle. It is the intention of the City to extend gravity sewer up these two roads and connect to the new pump station.

The gravity system is anticipated to be approximately 2000 LF of new 8” gravity sewer line with manholes as required. Either the sewer would be extended down the middle of the roadway or to one side of the roadway within the grassed area if right of way exists.

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

#### **SPECIFIC SCOPE OF BASIC SERVICES**

##### **Task III – Bid Administration Assistance and Construction Phase**

- A. Kimley-Horn will prepare bid packages consisting of plans and specifications per the State of Florida State Revolving Fund Requirements.
- B. The City will prepare and advertise the Bid Notification. Kimley-Horn will provide the technical information required for the notification language.
- C. Kimley-Horn will conduct a pre-bid meeting at the project site with prospective bidders.
- D. Kimley-Horn will administer distribution of the bid packages and maintain a log of the issued bid packages. Kimley-Horn will charge those requesting hard copy or electronic CD bid packages a fee for each set of issued documents. The fee is intended to cover the cost of reproduction, shipping and handling of the bid packages. The City will be provided with two (2) hard copy bid package sets.

- E. Kimley-Horn will respond to Request for Information's (RFIs) and prepare bid addendums as necessary during the bid process.
- F. Kimley-Horn will review the bid responses and tabulate the results. Kimley-Horn will provide the City with a written bid tabulation record along with a selection recommendation.
- G. Kimley-Horn will make 9 site visits as directed by City in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to 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 City informed of the general progress of the work. The City will perform daily construction observation and inspection and provide.
- H. 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.
- I. Kimley-Horn will recommend to City 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.
- J. 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 City.
- K. Kimley-Horn may recommend Change Orders to the City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- L. 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.
- M. 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.
- N. Kimley-Horn will participate in a final site visit and walk through with the City. Kimley-Horn will prepare the close out documents including as-built certifications. As-builts to be provided by the Contractor.
- O. KHA will provide the SRF program manager with revised plans, specifications, change orders, and construction estimates as necessary through the construction phase of this project.

- P. KHA will work with the selected contractor to identify all contractors involved in the project that need to comply with the Davis-Bacon and Related Acts (DBRA). KHA will work with
- Q. the City of Lake Wales staff and funding agency staff to review the weekly certified payrolls and statement of compliance signed by the contractor or subcontractor for a 36-week construction period. KHA will maintain a copy of all payroll for a minimum period of three years as required.
- R. KHA will conduct and document random contract employee interviews to ensure that contractors and subcontractors adhere to provisions contained within the DBRA.
- S. KHA will provide compliance documentation of DBRA on a monthly basis (if requested) to the City of Lake Wales for proper oversight of contractors and its subcontractors.
- T. KHA will review request for payment submittals from the contractor and coordinate submittals with the SRF department for loan disbursements.

#### **ADDITIONAL SERVICES**

Construction Phase Services or Services requested that are not specifically included will be provided under an amendment of this scope of services or as a new and separate IPO agreement upon written authorization.

- 1) Public Meeting Assistance or City Council Presentation
- 2) Services not specifically stated in the scope of services above are not included
- 3) Surveying, Geotechnical or SUE locates
- 4) Coordination with individual home owners or any public meetings

#### **SCHEDULE**

Services provided under this IPO will begin once the SRF Loan is secured between the City and FDEP. Kimley-Horn will perform the services provided under this IPO on a mutually agreeable schedule.

#### **COMPLIANCE WITH LAW AND CODES**

The Consultant 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.

**METHOD OF COMPENSATION**

The Engineer will complete the above scope of services for a lump sum fee of **\$64,347.00** inclusive of expenses. A breakdown of fee by task is as follows:

<i>Task</i>	<i>Description</i>	<i>Lump Sum Fee</i>
Task 1	Bid Administration Assistance, Construction Phase, Davis Bacon and SRF Coordination	\$58,498
	**Additional Services (10%)	\$5,849
<b>Total:</b>		<b>\$64,347</b>

Services provided under this agreement will be invoiced on a monthly basis.

Reimbursable expenses will be billed based upon the City reimbursable schedule provided in the current Master Consulting Agreement.

\*\*An allowance in the amount of 10% is included for additional services. This allowance shall only be used at the direction of the City. Any unused portion of the allowance shall be returned to the City.

All permitting, application, and similar project fees will be paid directly by the Client.

Consultant’s fees shall be paid per the master consulting agreement.



Elisa Turner Harden  
Senior Project Manager/Associate



Mark E. Wilson, PE  
Senior Vice President

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF LAKE WALES, FLORIDA**

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

TITLE \_\_\_\_\_