

## INDIVIDUAL PROJECT ORDER NUMBER 01

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and Levy County (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated December 8, 2020, which is incorporated herein by reference.

### Identification of Project:

**Project Name:** Levy County Government Center Landscape Design  
**KH Project Manager:** Elisabeth Manley  
**Date:** May 2, 2023

### Project Understanding

Levy County wishes to improve the existing landscaping around the County Government Center (tax parcel no. 0650200000) to create welcoming entries and connections as well as enhance the Center's aesthetic. Proposed design should offer low maintenance solutions appropriate for a campus environment and be in character with the existing 'feel' of campus. Proposed improvements discussed include:

- Main entry of Government Center: New foundation plantings along building façade, new plantings in 'planters' behind seatwalls at entry, new enhanced paving (such as pavers) to replace existing for area between seatwalls, possibly additional plantings at flag locations.
- Building façade in front of Representative/Staffer Offices: Enhanced landscaping along buildings.
- Walk routes to Planning and Zoning and Library offices: Enhanced landscaping at parking area, new seating area and simple 'campus style' plantings within inner green area.
- Providing an annual maintenance narrative for improvements
- Irrigation to serve proposed plantings

Landscape architectural services needed for this project include landscape and irrigation design and construction document preparation for proposed plantings. Additional professionals working as subconsultants to Kimley-Horn include Computerized Design Services for irrigation design. It is understood that survey information is not available for this project and that recent aeriels supplemented with field measurements will serve as the basis of design. It is also understood that proposed landscape improvements are for enhancement and are not required per the County's land development code. As such, site development permitting for these improvements is not anticipated.

The deliverables of the following scope will be biddable, complete construction documents for landscape and irrigation improvements and biddable, design intent documents for paving improvements. Overall hardscape areas will not increase to avoid stormwater requirements. New, enhanced paving that may be proposed to replace existing will be detailed to a design intent approach due to the lack of a topographic survey. Structural design and grading and drainage plans are not included in this scope. The irrigation point of connection is assumed as potable water or an existing well. Well design is not included.

## Scope of Services

Kimley-Horn will provide the services specifically set forth below.

### Task 1: Enhanced Paving, Landscape, and Irrigation Improvements

- a. Coordinate a kick-off meeting with the Client, on site, to confirm project areas and construction budget. Discuss general irrigation approach. Immediately following this meeting, conduct one site visit to inventory and measure field conditions in order to prepare a base map for design. Analyze existing conditions during this visit.
- b. Prepare a 90% Review hardscape, landscape, and irrigation plans for areas mentioned in the Project Understanding. Plans will indicate proposed layout and materials for enhanced hardscape paving; quantity, common and scientific name, size, and location of proposed plant types; irrigation layout and materials schedule of proposed components; provide details and notes; and technical specifications.
- c. Meet with the Client on site to review design and gain input.
- d. Revise per input and prepare final, For Bid landscape and irrigation plans for these areas.
- e. Deliverables to be technical construction documents, black and white, and produced in AutoCAD. Files will be sent as PDF files with digital signing and sealing will be provided for the final set if needed.

### Task 2: Miscellaneous Design-Phase Services

- a. Perform services as requested and approved by the Client that are outside of the above Scope of Services but could become needed throughout the duration of the Project. These services will be performed on an hourly labor fee plus expense basis. Requests by electronic mail shall be considered authorization to proceed with services under this task. These services may include additional meetings, presentations, site reviews, or other such related tasks to the above scope.

### Task 3: Limited Construction Phase Services

The scope of this task is to provide administrative support to the Client during the construction and closeout phases. The specific sub-tasks covered include:

- a. *Pre-Construction Conference* - Kimley-Horn will attend a Pre-Construction Conference prior to commencement of construction activity.
- b. *Periodic Visits to Site and Observation of Construction* - Kimley-Horn will make visits as directed by Client 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 Client informed of the general progress of the work.

- c. 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.
- d. *Recommendations with Respect to Defective Work* - Kimley-Horn will recommend to Client 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.
- e. *Clarifications and Interpretations* - 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 Client.
- f. *Change Orders* - Kimley-Horn may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- g. *Shop Drawings and Samples* - 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.
- h. *Inspections and Tests* - Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws or the Contract Documents. Kimley-Horn's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests.
- i. *Applications for Payment* - Based on its observations and on review of applications for payment and supporting documentation, Kimley-Horn will determine amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information, and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work

have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

- j. *Substantial Completion* - Kimley-Horn will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client 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.
- k. *Final Notice of Acceptability of the Work* - Kimley-Horn 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 Kimley-Horn may recommend final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn.
- l. *Agency Permit Closeouts* - Following completion of all work, and receipt of signed and sealed as-built surveys and testing reports, Kimley-Horn will prepare agency permit certifications to the Southwest Florida Water Management District and submit them for processing.

## Additional Services

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

1. Sign, wall, or other vertical hardscape design
2. Drainage plans
3. Lighting design

## Schedule

Services will be provided as expeditiously as practicable. A schedule will be prepared prior to and discussed at the kickoff meeting.

## Terms of compensation

Kimley-Horn will perform the services in Task 1 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1: Paving, Landscape, and Irrigation Improvements.....\$ 11,500.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred.



Kimley-Horn will perform the services in Tasks 2 & 3 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 2: Miscellaneous Design-Phase Services.....	\$ 4,500.00
Task 3: Limited Construction Phase Services.....	<u>\$ 7,600.00</u>
Total Labor: \$ 12,100.00	

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

LEVY COUNTY

Signed: 

SIGNED: \_\_\_\_\_

Printed Name: Chris Towne, PE

Title: Assistant Secretary

PRINTED NAME: \_\_\_\_\_

Signed: 

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

Printed Name: C. Elisabeth Manley, PLA

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

Title: Project Manager